
St. Mark's Yagoona Building and Leasing Ordinance, 1961.

No. 8, 1961.

AN ORDINANCE to authorise the variation of trusts and the erection upon certain land situate at the corner of Hume Highway and Auburn Road Yagoona of a certain building for the purpose of a furniture showroom, to authorise the leasing of the said land and to provide for the application of the rents and profits therefrom.

WHEREAS Church of England Property Trust Diocese of Sydney (hereinafter called "the Corporate Trustee") is registered as proprietor of the land comprised in Certificate of Title Volume 4674 Folio 2 more particularly described in the first schedule hereto AND WHEREAS by Ordinance No. 16 of 1957 entitled Yagoona Mortgage Ordinance 1957, it was declared that the said land was held upon trust to permit the same to be used as a Church, Rectory and Parish Hall or partly for one and partly for another or others of such purposes in connection with the Church of England in the Provisional District of St. Mark Yagoona AND WHEREAS the said land has been subdivided into two lots A and B containing respectively 22½ perches (Lot A) and 3 roods 5 perches (Lot B) and such subdivision has been approved by the Bankstown Municipal Council for lease purposes only AND WHEREAS it is proposed to erect a certain building for the purpose of a furniture showroom upon the said Lot A more particularly described in the second schedule hereto and for such purpose it is necessary and expedient to borrow a sum up to but not exceeding Fifteen thousand pounds (£15,000) AND WHEREAS upon completion of the said building it is proposed to lease the said Lot A and the building erected thereon for a term of Fifteen years to Norman Smith's (Furnishings) Pty. Limited AND WHEREAS by reason of circumstances which have arisen subsequent to the creation of the trusts upon which the said Lot A is held it is inexpedient to carry out and observe the same to the extent to which the same are hereby varied and it is expedient to vary such trusts in manner hereinafter mentioned and to make the further provisions hereinafter contained NOW the Standing Committee of the Synod of the Diocese of Sydney in the name and place of the said Synod, Herely Ordains and Directs as follows:—

1. By reason of circumstances which have arisen subsequent to the creation of the trusts upon which the land described in the second schedule hereto is held it is inexpedient to carry out and observe the same to the extent to which they are hereby varied.

St. Mark's Yagoona Building and Leasing Ordinance, 1961.

2. By reason of circumstances subsequent to the creation of the trusts upon which the said land in the second schedule is held it is expedient to erect thereon a building to be used for the purpose of a furniture showroom or for such other purpose as the Standing Committee may from time to time by resolution determine and it is further expedient after the erection of the said building that the said land be leased.

3. The Corporate Trustee is hereby authorised to lease the said land described in the second schedule hereto for a term not exceeding 15 years and subject to the following provisions:—

- (a) Payment by the lessee of an annual rental of two thousand six hundred pounds which will be subject to reappraisal but by way of increase only at the expiration of the fifth and tenth years of the term.
- (b) Payment by the lessee of the whole of any increase in municipal rates above the amount which would have been levied for the year 1960 had the land been ratable and also payment of the whole of any increase in the amount levied for water sewerage and drainage rates taxes charges and assessments including State or Federal Land Tax as at the 1st of July or other the first periodic date following the date of the commencement of the lease.
- (c) Premises not to be used for any purpose other than furniture showrooms.
- (d) Payment by the lessee of the annual insurance premiums to keep the demised premises fully insured.
- (e) Covenant to paint the premises in the year 1968 or earlier if mutually agreed and thereafter in every fifth year of the term.
- (f) Covenant to maintain in good repair and to deliver up in the same condition at the expiration of the lease.
- (g) A proviso for re-entry on non-payment of rent or non-performance of the covenants and conditions.
- (h) A covenant by the lessor with the lessee for quiet enjoyment.

St. Mark's Yagoona Building and Leasing Ordinance, 1961.

- (i) Covenant by the lessee not to use the premises for the purpose of carrying on the trade or business of a publican distiller brewer wine spirits ale or beer seller or any dangerous noxious or offensive trade and not to carry on business in the premises on a Sunday.
- (j) A covenant not to sublet assign or to part with possession of the whole or part of the demised premises provided that the lessee may permit the use of the premises jointly by Norman Smith's (Wholesalers) Pty. Limited and Norman Smith's (Electrical) Pty. Limited subject to due observance by these companies of the terms of the lease.
- (k) Such other covenants and conditions as may be approved and required by the Corporate Trustee.

4. The Corporate Trustee shall apply the rents to be paid in respect of the said lease as follows:—

- (a) In payment of so much of the annual Diocesan General and Special Purposes Assessments paid by the said Provisional District as is applicable to the rental arising from such lease.
- (b) All rates and outgoings for which the lessor is liable.
- (c) In payment of the principal and interest to repay the loan made for the purpose of erection of the said building.
- (d) In respect of the balance of such rental to the Churchwardens for the time being of the Provisional District or Provisional Parish or Parish in which the Church of St. Mark, Yagoona, may be situated, to be applied by them towards such capital expenditure in the said Provisional District, Provisional Parish or Parish into which it may be formed as the Parish Council may determine.

5. This Ordinance may be cited as "St. Mark's Yagoona Building and Leasing Ordinance, 1961."

FIRST SCHEDULE.

All that piece or parcel of land situate at Yagoona in the Municipality of Bankstown Parish of Liberty Plains and County of Cumberland containing about 3 roods 27½ perches having a frontage to Hume Highway of 125' 13" a splayed corner at the intersection

St. Mark's Yagoona Building and Leasing Ordinance, 1961.

of Hume Highway and Auburn Road of 14' 6"⁰⁰ by a depth on the west along the eastern side of Auburn Road of 316' 7"⁰⁰ by a depth along the eastern side of 291' 10"⁰⁰ and a rear width on the north of 132' being part of Portion 224 of the said Parish and the whole of the land comprised in Certificate of Title Volume 4674 Folio 2.

SECOND SCHEDULE.

All that piece or parcel of land situate at Yagoona in the Municipality of Bankstown Parish of Liberty Plains and County of Cumberland containing about 22½ perches having a frontage to Hume Highway of 125' 1"⁰⁰ a splayed corner at the intersection of Hume Highway and Auburn Road of 14' 6"⁰⁰ by a depth on the west along the eastern side of Auburn Road of 39' 11" a depth along the eastern side of 51' 11" and a rear width on the north of 137' 1" being Lot A in a plan of subdivision dated 7th September, 1960, and being part of the land comprised in Certificate of Title Volume 4674, Folio 2.

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

ATHOL RICHARDSON,
Chairman of Committees.

I certify that the Ordinance was passed by the Standing Committee of the Synod of the Diocese of Sydney this 27th day of February, 1961.

W. L. J. HUTCHISON,
Secretary.

I assent to this Ordinance.

HUGH SYDNEY,
Archbishop of Sydney.

27/2/1961.