
St. Paul's, Carlingford Sale Ordinance, 1930.

No. 20, 1930.

AN ORDINANCE to authorise the sale of lands situate at Carlingford in the Parish of Field-of-Mars, County of Cumberland, State of New South Wales and more particularly described in the First Schedule hereto and to provide for the application of the proceeds thereof.

WHEREAS by Indenture of Conveyance made the Eleventh day of September One thousand eight hundred and sixty-five between Bartholomew Allen and Sarah Allen his wife of the first part, Maria Carter of the second part, William Mobbs of the third part and the Reverend George Edward Turner, the Honourable John Blaxland, Edwin Henry Statham and Isaac Mobbs (hereinafter called the said Trustees) of the fourth part, registered Number 257, Book 95, the land described in the First Schedule hereto was conveyed unto the said Trustees and their heirs unto and to the use of the said Trustees their heirs and assigns for ever upon trust for the erection and maintenance of a Parsonage or dwelling house for the use of the incumbent for the time being duly licensed by the Bishop of the Diocese of the Church then known as St. Paul's Church at Pennant Hills now Carlingford or any other Church which might at any time thereafter be erected at Pennant Hills in lieu thereof for the Celebration of Divine Worship according to the Rites and Ceremonies of the Church of England AND WHEREAS by Deed of Consent made on the Twenty-sixth day of February One thousand eight hundred and ninety-five by William Spurway and Joseph Franks being the majority of the existing Trustees of the Trusts hereinbefore recited It was witnessed that the said William Spurway and Joseph Franks did thereby consent that the said property described in the First Schedule hereto should thenceforth become and be vested in the Church of England Property Trust Diocese of Sydney their successors and assigns (hereinafter called the said Trust) subject to the trusts in the said recited Indenture or to so much of the same as was still subsisting undetermined and capable of taking effect AND WHEREAS by reason of circumstances subsequent to the creation of the trusts hereinbefore recited it is expedient to sell the said land described in the First Schedule hereto 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 Church of England Trust Property Act 1917 and the Land Ordinance Pro-

cedure and Delegation of Powers Ordinance 1926 and in pursuance of the powers vested in the said Synod by the Constitutions for the management and good government of the Church of England within the State of New South Wales or otherwise in the name and in the place of the said Synod, ordains, declares, directs and rules as follows:—

1. By reason of circumstances subsequent to the creation of the hereinbefore recited trusts it is expedient to sell the land described in the First Schedule hereto.

2. The land described in the First Schedule hereto may be sold by the said Trust under and in pursuance of the Conditional Contract of Sale set out in the Second Schedule hereto freed from such trusts as aforesaid or failing the said Contract of Sale then the said land may at any time hereafter be sold by public auction or private contract either in one lot or in several lots at such price or prices and upon such terms and conditions as the said Trust may deem expedient freed from such trusts as aforesaid.

3. The said Trust shall execute the Deed or Deeds necessary for the purpose of carrying any such sale as aforesaid into effect.

4. The net proceeds arising from the sale or sales of the said land shall be paid to the said Trust and shall be applied by the said Trust as follows:—

- (a) In payment of the costs of and incidental to this Ordinance and any sale or conveyances in pursuance thereof.
- (b) The balance of the money arising from the said sale shall be invested in any one or more of the following investments that is to say:—
 - (1) Investments for the time being allowed by law for for investment of trust funds.
 - (2) Purchase of real estate situated within the Commonwealth.
 - (3) Mortgage of land situated within the Commonwealth.
 - (4) Debentures of any Harbour Trust or Board of Works within the Commonwealth.
 - (5) Mortgage Bonds under any of the Savings Banks Acts of the Federal Government or any State within the Commonwealth.
 - (6) Deposit in any Government Savings Bank within the Commonwealth.

(7) Fixed deposit in any Bank carrying on business within the State of New South Wales.

and the Trust may from time to time vary release or raise money on the security of such investments.

(c) The said balance and the investments and proceeds of the investments shall be held and applied in or towards the provision of a Rectory for that part of the Parish at some future date. The interest in the meantime shall be paid to the Churchwardens of St. Paul's Carlingford to be applied towards the stipend of the Minister or Ministers of the said Parish.

5. This Ordinance shall be styled and cited as the "St. Paul's, Carlingford Sale Ordinance, 1930."

THE FIRST SCHEDULE REFERRED TO.

All that piece or parcel of land situate lying and being at Pennant Hills in the Parish of Field-of-Mars in the County of Cumberland and in the Colony of New South Wales containing one acre two roods and seven perches be the same a little more or less bounded on the East by the Western Side of the Pennant Hills Road, Commencing at its Junction with the Southern Side of a reserved road or right-of-way (forty two links wide) leading to Dungate's Farm and bearing South eleven degrees forty-eight minutes East two chains twenty-five links on the South by a line bearing West nineteen degrees forty-five minutes South five chains eighty-two links dividing it from part of William Mobb's Farm on the South West by a line bearing Westerly two chains eighty-five links dividing it from land now in the occupation of Ann Dungate And on the North by the said reserved right-of-way bearing North Easterly six chains eight links to the point of commencement.

THE SECOND SCHEDULE REFERRED TO.

Conditional Contract for Sale made this Seventeenth day of July One thousand nine hundred and thirty Between Andrew Colvin of Eastwood near Sydney in the State of New South Wales, Rector of the Parish of Eastwood and Carlingford, And Charles Franks, R. E. Hill and J. G. K. Fry all of Carlingford

Churchwardens of St. Paul's Church, Carlingford (hereinafter called the Vendors) of the one part And Church of England Homes, Glebe Point (hereinafter called the Purchaser) of the other part Whereby the Vendors agree to sell and the Purchaser agrees to purchase All that piece or parcel of land situate lying and being at Pennant Hills in the Parish of Field-of-Mars in the County of Cumberland and in the Colony of New South Wales containing one acre two roods and seven perches be the same a little more or less bounded on the East by the Western Side of the Pennant Hills Road Commencing at its Junction with the Southern Side of a reserved road or right-of-way (forty-two links wide) leading to Dungate's Farm and bearing South eleven degrees forty-eight minues East two chains twenty-five links on the South by a line bearing West nineteen degrees forty-five minutes South five chains eighty-two links dividing it from part of William Mobb's Farm on the South West by a line bearing Westerly two chains eighty-five links dividing it from land now in the occupation of Ann Dungate And on the North by the said reserved right-of-way bearing North Easterly six chains eight links to the point of commencement be the said dimensions all a little more or less for the sum of One thousand pounds (£1,000) payable by a deposit of Fifty pounds (£50) on the signing hereof and the balance thereof in cash on completion subject to the following conditions:—

1. This sale is made subject to the approval of the Synod of the Diocese of Sydney aforesaid or the Standing Committee thereof or of any other Church Authorities which shall be requisite. Such approval to be obtained by the Vendors who shall notify the Purchaser when same has been obtained and this sale shall then be completed.

2. If such approval be not obtained within three calendar months from the date hereof the Vendors shall if requested by the Purchaser rescind this agreement and return the deposit to the Purchaser and thereupon neither party hereto shall have any claim whatever upon the other party hereto.

3. Except as hereby varied the printed or usual condition of sale approved by the Real Estate Institute of New South Wales for sales by private contract shall apply to this agreement.

In Witness whereof the parties have hereunto set their hands the day and year first hereinbefore written:

Signed by Robert Rook the Secretary of the Church of England Homes in the presence of: V. W. Cocks, Solicitor, Sydney.

ROBERT ROOK.

Signed by the said Charles Franks, R. E. Hill and J. G. K. Fry in the presence of: Andrew Colvin.

CHAS. FRANKS.
R. E. HILL
J. G. K. FRY

Signed by the said Andrew Colvin in the presence of: Chas. Franks, J.P.

ANDREW COLVIN.

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

A. J. GOULD,
Chairman of Committees.

I certify that this Ordinance was passed by the Standing Committee of the Synod of the Diocese of Sydney this twenty-fourth day of November, 1930.

C. R. WALSH,
Secretary.

I assent to this Ordinance.

GERARD D'ARCY-IRVINE,
Bishop Coadjutor, Commissary.

26th November, 1930.