
Abbotsleigh College Sale 1930.

No. 6. 1930.

AN ORDINANCE to authorise the transfer to the Main Roads Board of certain lands held in connection with Abbotsleigh College.

WHEREAS the Girls' School known as Abbotsleigh College situate at Wahroonga is held by Trustees for and on behalf of the Church of England AND WHEREAS the Honourable Francis Stuart Boyce of Sydney Barrister-at-Law Arthur William Crane of Sydney Merchant and William Henry Read of Wahroonga near Sydney Medical Practitioner (hereinafter called the said Trustees) are the Trustees for the time being AND WHEREAS the property comprising the said College consists inter alia of the whole of the lands comprised in Certificates of Title Registered Volume 1255 Folio 3 and Registered Volume 1252 Folio 157 AND WHEREAS the said Trustees are the registered proprietors of the land contained in the said Certificates of Title AND WHEREAS the said Trustees have by contract dated the Twenty-ninth day of January 1930 a copy of which is set out in the Schedule hereto contracted to sell to the Main Roads Board at or for the price or sum of £1500 a certain small strip of such lands facing Lane Cove Road and tapering from a width of approximately 18 feet at the North-eastern boundary to nothing at the North-western boundary AND WHEREAS such sum is to include the total amount recoverable by the Trustees from the Main Roads Board by way of compensation and damages for reinstatement severance or otherwise NOW THEREFORE 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 Procedure 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 directs declares and rules as follows:—

1. The Trustees are hereby directed and authorised to sell to the Main Roads Board in conformity with and on the terms of the said recited contract of sale entered into between them

as Vendors and the Main Roads Board as Purchasers the strip of land facing Lane Cove Road hereinbefore described.

2. The costs and expenses incidental to the said sale to the Main Roads Board other than those payable by the Main Roads Board and also incidental to this Ordinance shall be paid out of the proceeds of such sale and the balance of such proceeds shall be applied for the benefit of the said College as the Trustees deem fit or as the Council of Abbotsleigh College directs.

3. This Ordinance may be cited as the Abbotsleigh College Sale Ordinance 1930.

THE SCHEDULE.

The Honourable Francis Stewart Boyce Barrister at Law Arthur William Crane Merchant both of Sydney and William Henry Read of Wahroonga Medical Practitioner (hereinafter called the Vendors) hereby agree to sell and The Main Roads Board of New South Wales (hereinafter called the Purchaser) hereby agree to purchase for the sum of one thousand five hundred pounds (£1500) all that piece or parcel of land described in the Schedule hereto subject to the usual terms and conditions of sale approved and in use by the Real Estate Institute of New South Wales save and except insofar as the same are hereby varied or modified. The time for making requisitions shall be twenty-eight days from the time of the delivery of the particulars of title by the Vendors to the Crown Solicitor of the said State on behalf of the Purchaser and the time for tendering a Transfer for execution shall be two months from the date of such delivery And it is hereby agreed that the purchase money shall be payable at the Treasury at Sydney aforesaid and that such purchase money shall be payable on completion of the Transfer and upon the same being handed over to the Crown Solicitor aforesaid And further that the quit rent (if any) reserved by the original Grant from the Crown under which the land is held shall be paid and redeemed by the Vendors And that the Vendors shall be entitled to the rents and profits and shall pay or bear all rates taxes and outgoing up to completion of Transfer from which date the Purchaser shall be entitled to and shall pay or bear the same respectively and any necessary apportionment thereof shall be made and adjusted

on completion. And that any entry by the Purchaser into possession of the property sold before completion shall not imply an acceptance by the Purchaser of the Vendors' title nor shall the Purchaser be thereby prejudiced in its right to inquire as to the Vendors' title.

SPECIAL CONDITIONS.

1. The Vendors covenant to give vacant possession of the land described in the Schedule hereto and to remove from such land all fencing or other improvements thereon and to re-erect such fencing or other suitable fencing upon the new road alignment within a reasonable time after the new road alignment shall have been pegged by the Purchaser and the levels supplied by the Purchaser to the Vendors.

2. The Purchaser shall immediately upon the completion of the transfer complete and register such documents as may be required by the Registrar-General for the dedication as a Public Highway of the whole of the land hereby purchased.

3. This contract is made subject to and conditional upon the Vendors obtaining the approval of the Standing Committee of the Synod of the Diocese of Sydney on behalf of the said Synod to the sale of the said land at the price and upon the terms aforesaid and subject also to the acquiescence therein of the Mortgagees of the said land.

SCHEDULE REFERRED TO.

All that strip of land in the Municipality of Ku-ring-gai part of Lots 2 and 3 Section 2 shown on Deposited Plan 3312 as more particularly shown on plan annexed hereto marked "A."

As witness the hands of the parties hereto this twenty-ninth day of January one thousand nine hundred and thirty.

Signed by the said The Honourable Francis Stewart Boyce in the presence of Amy M. Blackmore, 237 Macquarie Street, Sydney.

F. S. BOYCE.

Signed by the said Arthur William Crane in the presence of George Christie

A. W. CRANE.

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Signed by the said William Henry Read by his attorney Robert Henry Gordon in the presence of Geo. Christie, Solicitor, Sydney.

WILLIAM HENRY READ,

By his attorney, R. H. GORDON.

Signed by Arthur Langley Hinton as Agent for the Purchaser, in the presence of L. Hay Simpson, Solicitor, Sydney.

For The Main Roads Board of N.S.W.,

A. L. HINTON, Agent.

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. 11510 Miscellaneous Register under the authority of which he has just executed the within Contract for Sale.

Signed at Sydney the twenty-ninth day of January 1930.

R. H. GORDON.

Signed at the place and on the date abovementioned in the presence of Geo. Christie.

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

W. J. G. MANN,

Chairman of Committees.

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

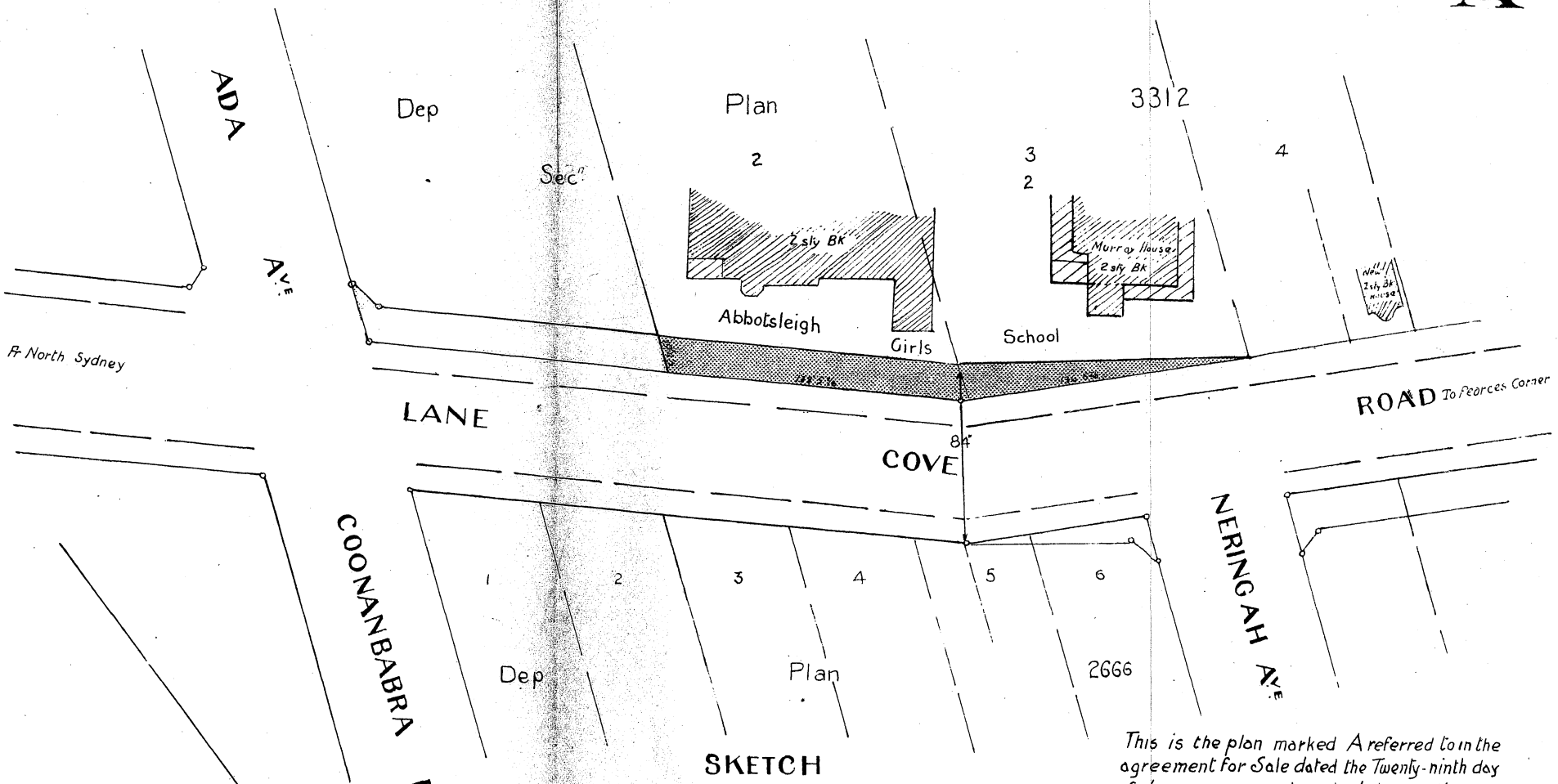
C. R. WALSH,

Secretary.

I assent to this Ordinance.

JOHN CHARLES SYDNEY.

29th February, 1930.



SKETCH

Shewing land to be acquired in connection with the widening of Lane Cove Road Municipality of Kuring-gai Scale 40 feet to an inch

This is the plan marked A referred to in the agreement for Sale dated the Twenty-ninth day of January 1930 and made between the Honourable Francis Stewart Boyce, William Crane and William Henry Read and The Main Roads Board of N.S.W.

W. CRANE
R. H GORDON
GEO CHRISTIE
for the Main Roads Board of N.S.W
A. L. HINTON
Agent
L. HAY SIMPSON

Plan reduced from Original Scale.