

BLUE MOUNTAINS GRAMMAR SCHOOL
AND KING'S SCHOOL ORDINANCE 1975

No. 12 1975

AN ORDINANCE to provide for the management, government and control of the school presently known as The Blue Mountains Grammar School to vary the trusts on which certain property is held and for related purposes.

WHEREAS

- A. The land described in the First, Second and Third Schedules hereto is vested in Church of England Property Trust Diocese of Sydney (hereinafter called the "Corporate Trustee").
- B. The said land is held upon trust for a school known as "The Blue Mountains Grammar School" (hereinafter called "the School") and is used for the purposes of the School.
- C. The School is under the management and control of the council known as The Council of The King's School and regulated by The King's School Council Constitution Ordinance 1922 (which council is hereinafter called the "Council") pursuant to the arrangement recorded in the Blue Mountains Grammar School and King's School Ordinance 1973 (hereinafter called the "1973 Ordinance").
- D. The Standing Committee and the Council have agreed to vary this arrangement.
- E. The several amounts referred to in the Fourth Schedule hereto have been borrowed for the purposes of the School.
- F. It is expedient that the several trusts upon which the said land, all other assets of the School and any other property held upon trust for the School are held be varied.

NOW the Standing Committee of the Synod of the Diocese of Sydney in the name and place of the said Synod HEREBY ORDAINS DECLARES DIRECTS AND RULES as follows:-

1. This Ordinance shall take effect on and from the date on which the Council deposits the sum of Two hundred thousand (\$200,000.00) with the Corporate Trustee pursuant to Clause 4 or deals with the said sum in accordance with that clause but, if the Council notifies the Secretary of the Corporate Trustee that it desires to acquire the land described in the First Schedule hereto (hereinafter called the "first schedule land") by purchase, then this Ordinance shall take effect on and from the date on which such notification is given.
2. By reason of circumstances which have arisen subsequent to the creation of the several trusts upon which the land described in the First, Second and Third Schedules hereto, all other assets of the School and any other property of the School are held it is expedient that the same be varied.
3. On and from the date on which the Council pays the sum of Two hundred thousand dollars (\$200,000.00) to the Corporate Trustee pursuant to Clause 4 or deals with the said sum in accordance with that clause

(a) The first schedule land and all plant and equipment not owned

by the Council but used in connection with the School shall be held upon the same trusts as the trusts on which the property known as The King's School is held and shall be deemed to belong to and to form part of the said property,

- (b) Without limiting the provisions of Clause 5 (1) of the 1973 Ordinance, the Council shall have the same powers in relation to the first schedule land and in relation to the said plant and equipment as it enjoys in relation to the said property,
- (c) The provisions of Clauses 5(2), 5(3), 6 and 7 of the 1973 Ordinance shall cease to have any force or effect, and
- (d) The Council shall be entitled to exercise, in relation to the first schedule land, all powers which it has in relation to other land vested in it including, but without limiting the generality, its powers to sell, mortgage and lease and shall be entitled to apply the proceeds from any such sale, mortgage or lease in the purchase of lands in New South Wales and in the erection of buildings and other improvements upon land vested in it and for the general purposes of any of the Schools conducted by it and the endowment of the same.

4. If after the date on which this Ordinance is assented to, but before the 31st of December 1975 the Council either pays the sum of Two hundred thousand dollars (\$200,000.00) to the Corporate Trustee or purchases from the Corporate Trustee the first schedule land for Two hundred thousand dollars (\$200,000.00) then

- (1) The Corporate Trustee shall apply the said sum
 - (a) first, in discharging the debts described in the first part of the Fourth Schedule hereto, and
 - (b) then, in reduction of the debts described in the second part of the Fourth Schedule hereto.

(2) Notwithstanding subclause (1) of this clause, the Council, instead of paying the sum of Two hundred thousand dollars (\$200,000.00) to the Corporate Trustee, may discharge the debts described in the first part of the Fourth Schedule hereto from the said sum and pay the balance then remaining to the Corporate Trustee. The Corporate Trustee shall apply the balance in reduction of the debts described in the second part of the Fourth Schedule hereto.

(3) The Corporate Trustee shall permit the Council to occupy and use the land described in the Second Schedule hereto (hereinafter called the "Second Schedule land") for the purposes of the School, on the terms and conditions contained in subclause (4) of this clause, until the 31st day of December 1981 provided that if

- (a) the Corporate Trustee notifies the Council that it believes that it is able to sell the Second Schedule land, and
- (b) the Council is able to make alternative arrangements to those prevailing at present as regards the accommodation provided on the Second Schedule land

the Council shall cease to occupy and use the Second Schedule land on a date being nine months after the day on which the Corporate Trustee so notifies the Council or on such other date as may be agreed upon by the Corporate Trustee and the Council.

(4) The said terms and conditions are as follows:-

- (a) The Council shall pay any rates and taxes which may be assessed on the Second Schedule land.
- (b) The Corporate Trustee shall insure all improvements erected on the Second Schedule land against all risks that are usually insured against by an owner of land for such amounts as, in the opinion of the Corporate Trustee, are proper in the circumstances.
- (c) The Council shall maintain the improvements erected on the Second Schedule land in good order and condition (having regard to their condition on the date on which this Ordinance is assented to) and shall keep the Second Schedule land neat and tidy to the extent appropriate.

(5) The Council shall pay to the Corporate Trustee each year during the whole of which the Council occupies and uses the Second Schedule land the sum of Four thousand dollars (\$4,000). The Council shall pay to the Corporate Trustee each year during part of which the Council occupies and uses the Second Schedule land that sum which bears to Four thousand dollars (\$4,000) the same ratio as the number of days in the part of the year that the Council occupies and uses the Second Schedule land bears to 365. Each amount payable to the Corporate Trustee pursuant to this clause shall be paid on or before the last day of the year to which it relates.

(6) The Corporate Trustee shall apply all amounts paid to it pursuant to this clause in meeting the cost of insurances taken out by it pursuant to this clause and then in reduction of the debts described in the second part of the Fourth Schedule hereto. Any balance remaining thereafter shall be applied for such purposes as the Synod or Standing Committee by ordinance shall determine.

(7) For the purposes of this clause, the Council's use and occupying of the Second Schedule land shall be deemed to have commenced on the date on which this Ordinance is assented to and to end on the earlier of the following dates:

- (a) the 31st of December 1981, and
- (b) the date on which the Council notifies the Corporate Trustee that it has ceased to use and occupy the Second Schedule land.

5. (1) The Corporate Trustee is hereby authorised and empowered to sell that land described in the Second and Third Schedules hereto and all other property (if any) of the School not directed by clause 3 to be held upon the trusts set forth in paragraph (a) of that clause in one or more parcels and at such price or prices and in such manner and on such terms and conditions as the Corporate Trustee considers fit, provided that the Corporate Trustee shall not complete a sale of the Second Schedule land whilst the Council is occupying and using the same.

(2) The proceeds from such sale or sales (after all costs and expenses incurred in selling the land have been met therefrom) shall be applied in reduction of the debts described in the second part of the Fourth Schedule. Any balance remaining thereafter shall be applied for such purposes as the Synod or the Standing Committee by ordinance shall determine.

6. If the Corporate Trustee ceases to be the trustee of the land described in the Second or Third Schedules hereto, the provisions of clause 4 (3) and of clause 5 shall apply as if the trustee of the land was named therein in lieu of the Corporate Trustee.

7. The Council shall not be responsible for any part of the debts described in the second part of the Fourth Schedule hereto.

8. Moneys directed by this Ordinance to be applied in reduction of the debts described in the second part of the Fourth Schedule shall be applied in the order set out in that Schedule.

9. This Ordinance may be cited as "Blue Mountains Grammar School and King's School Ordinance 1975".

FIRST SCHEDULE

All that land being

- (a) the land comprised in Certificates of Title Volume 8360 Folio 61, Volume 6195 Folio 118, Volume 6115 Folio 35, Volume 7609 Folio 237, Volume 7716 Folio 245 and Volume 6849 Folio 90, and
- (b) the land described in conveyance registered number 26 Book 2901, conveyance registered number 845 Book 2432, conveyance registered number 853 Book 2377 and conveyance registered number 241 Book 2386.

SECOND SCHEDULE

All that land comprised in Certificates of Title Volume 1844 Folio 184, Volume 2074 Folio 163 and Volume 3051 Folio 168.

THIRD SCHEDULE

All that land comprised in Certificates of Title Volume 1903 Folio 236, Volume 3051 Folio 50, Volume 6278 Folio 80 and Volume 1747 Folio 170.

FOURTH SCHEDULE

Part 1.

A debt of One hundred and fifty six thousand nine hundred and twenty five dollars (\$156,925) (or thereabouts) owed to the Bank of New South Wales, as to part, and to the Bank of New South Wales Savings Bank Limited, as to the balance.

Part 2.

A. A debt of Eight thousand two hundred and fifty one dollars (\$8,251) (or thereabouts) and all interest accrued or which will accrue thereon owed to the Bank of New South Wales.

B. A debt of Thirty eight thousand one hundred and seventy six dollars (\$38,176) (or thereabouts) and all interest accrued or which will accrue thereon borrowed from funds under the control of the Standing Committee.

C. A debt of Three hundred and forty eight thousand six hundred and forty one dollars (\$348,641) (or thereabouts) and all interest accrued or which will accrue thereon owed to Sydney Church of England Finance and Loans Board.

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

D. Cameron
Deputy Chairman of Committees

I CERTIFY that this Ordinance was passed by the Standing Committee of the Synod of the Diocese of Sydney on the 30th day of June 1975.

W.G.S. Gotley
Secretary

I ASSENT to this Ordinance.

M.L. Loane
Archbishop of Sydney
30/ 6/1975