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*St. Paul's Canley Vale Leasing Ordinance 1964*

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No. 15, 1964.

AN ORDINANCE to authorise the leasing of certain land situate in Sackville Street and Canley Vale Road, Canley Vale and to provide for the application of the rents and profits therefrom and purposes incidental thereto.

WHEREAS the Church of England Property Trust Diocese of Sydney (hereinafter called the Corporate Trustee) is registered as proprietor of the land comprised in Certificates of Title Registered Volume 928 Folio 198 and Registered Volume 2565 Folio 25 more particularly described in the Schedule hereto AND WHEREAS by a Declaration of Trust dated the Twenty-sixth day of May, 1915 the Corporate Trustee declared that it held the said land upon trust to permit the same to be used for a church, parsonage or parish hall or partly for one and partly for another for such purposes in connection with the Church of England at Canley Vale AND WHEREAS the land is situate in the provisional district of St. Paul's Canley Vale AND WHEREAS the land described in the Schedule hereto is no longer required for the purposes hereinbefore mentioned AND WHEREAS it is proposed to lease the land described in the Schedule hereto for use as a service station as hereinafter provided for and for such reason it is inexpedient to carry out and observe the trusts upon which the same is now held to the extent to which they are now hereby varied or modified NOW the Standing Committee of the Synod of the Diocese of Sydney in the name and place of the said Synod HEREBY ORDAINS DECLARES 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 Schedule hereto is held it is inexpedient to carry out and observe the same to the extent to which they are hereby varied or modified and it is expedient that the land described in the Schedule be leased as hereinafter set out.

2. The Corporate Trustee is hereby authorised and empowered to lease the land described in the Schedule for a term of ten (10) years with option for renewal for two further terms each of five (5) years at a rental of One thousand five hundred pounds (£1,500) per annum such rental to be revised at the tenth and

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fifteenth years as hereinafter provided for and upon such conditions and stipulations as it may think fit including the following:-

- (a) The Lessee shall use the land only for a petrol and oil service station with its appurtenances and amenities according to plans and specifications to be approved by the Lessor and the Municipal Council of Fairfield which building and other improvements shall revert to the Lessor on the expiration of the term.
- (b) Payment of an annual rental payable quarterly in advance of One thousand five hundred pounds (£1,500) during the first ten (10) years and thereafter for each succeeding term of five (5) years in respect of which the option of renewal may be exercised at a rental to be increased proportionately to the increase (if any) in the Federal Basic Wage from the date of the Lease to the date of the revision which increase (if any) shall be calculated by dividing the said rental of £1,500 by the sum of Eight hundred and nineteen pounds (£819) (being the present Federal Basic Wage) and multiplied by the amount of any such Basic Wage increase and provided that such rent shall not be reduced.
- (c) In the event of any resumption by any Statutory Body:-
  - (i) If such resumption be a total resumption rent shall cease to be payable from the date on which the Lessee is required to vacate the demised premises;
  - (ii) If such resumption is a partial resumption so as to make the land unusable for the purposes for which it is to be leased rent shall cease to be payable on the day upon which the land becomes unusable;
  - (iii) If such resumption is a partial resumption but not such as to cause the land to be unusable rent shall be reduced in proportion to the reduction in enjoyment suffered by the Lessee as a result of such resumption.
- (d) In the event of any dispute arising under paragraphs (b) and (c) of this clause then the same is to be decided by two Valuers one to be appointed by the Lessor and one by the Lessee or in the event of either of them failing to appoint a Valuer then both may be appointed by the other of them AND in the event of the said Valuers being unable to reach a decision the dispute shall be submitted to the

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President' for the time being of the Real Estate Institute of New South Wales whose decision shall be final and binding on both parties.

- (e) The premises shall not be used for any purpose other than a service station with the appurtenances and amenities thereof for the sale of petrol, oil and other motor requirements and for the sale of tobacco, cigarettes, soft drinks and confectionery normally sold at a service station. No spray painting, panel beating or major repairs shall be carried out and no new or used vehicles shall be displayed for sale PROVIDED THAT the Lessee may carry out at the demised premises the lubrication of and minor repairs and services to motor vehicles.
- (f) The Lessee shall keep the buildings and other improvements in good repair and will deliver the same up in good repair and condition at the expiration of the Lease.
- (g) All buildings and improvements (other than petrol pumps, tanks, machinery, plant and equipment and other Lessee's fixtures) erected on or placed on the demised premises by the Lessee shall be and remain the property of the Lessor BUT if the Lessor shall require the said buildings and improvements to be demolished after the expiration of the Lease, the Lessee shall, if requested by the Lessor within two (2) months after the expiration of the Lease, demolish the said buildings and improvements and leave the land clear of all building materials and debris AND will make good any damage caused to the land.
- (h) That the Lessee may without the consent of the Lessor:-
  - (i) sublet or license the demised premises or part thereof;
  - (ii) remove its fixtures;
  - (iii) make such alterations, additions and improvements to the demised premises as it thinks fit provided such alterations and additions and improvements do not prejudice the value of the demised premises.
  - (iv) Paint the buildings or improvements on the demised premises in its standard colour scheme and design.

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- (v) Erect, paint or place on or affix to the demised premises or any improvements thereon such advertising signs and matter as it normally has at its service stations and remove and replace the said signs and matter.
- (vi) Install motor fuel pumps and tanks and/or equipment at the demised premises and remove, re-locate and/or replace the same from time to time.  
PROVIDED HOWEVER that the Lessee shall make good any damage caused to the demised premises by the Lessee exercising any of the rights conferred by paragraphs (v) and (vi) of this Clause.
- (i) No beer, ale, wine or spirituous liquor used as a beverage shall be sold or consumed upon the premises.
- (j) The Lessee shall pay rates, taxes, insurance and other outgoings in respect of the said land and buildings.
- (k) A proviso for re-entry on non-payment of rent or non-performance of covenants and conditions.
- (l) Payment by the lessee of:-
- (i) the sum of Two hundred and fifty pounds (£250) towards the Agent's fee incurred in procuring this lease;
  - (ii) a further sum of seven hundred and fifty pounds (£750) as a reimbursement for the expenses incurred in removing the cottage previously erected on the subject land;
  - (iii) the costs of and incidental to the promotion of this Ordinance and the preparation of the lease and of the Stamp Duty thereon.

3. The sum of seven hundred and fifty pounds (£750) payable by the Lessee by way of reimbursement for the removal of the cottage hereinbefore mentioned shall be paid to the Churchwardens and Parish Council to be applied by them towards the improvement and extension of the present rectory of St. Paul's Canley Vale.

4. The annual rent payable under the said lease shall be applied as follows:-

- (i) As to the sum of nine hundred pounds (£900) per annum or half the amount of the annual rental determined as aforesaid whichever shall be the greater towards the

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payment of the principal and interest owing to the Sydney Diocesan Finance and Loans Board; and

- (ii) As to the balance thereof for such parochial purposes as the Churchwardens and Parish Council of the said provisional district may from time to time determine.

5. This ordinance may be cited as St. Paul's Canley Vale Leasing Ordinance 1964.

THE SCHEDULE

ALL THAT piece or parcel of land situate at Canley Vale in the Municipality of Fairfield Parish of St. Luke County of Cumberland containing an area of 1 rood 15 $\frac{1}{4}$  perches having a frontage to Canley Vale Road of 50' 6" and a frontage to Sackville Street of 204' a depth on the Eastern boundary of 184' 10" and a rear line of 109' 7" (all measurements being a little more or less) and being the whole of the land comprised in Certificates of Title Volume 928 Folio 198 and Volume 2565 Folio 25.

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

H. G. S. BEGBIE,  
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 29th day of June 1964.

W. L. J. HUTCHISON,  
Secretary.

I assent to this Ordinance.

29/6/1964.

HUGH SYDNEY,  
Archbishop of Sydney.