

SAINT ANDREW'S CATHEDRAL
SITE AGREEMENTS AND
CENTRAL BAPTIST
CHURCH ACT.

Act No. 15, 1936.

An Act to ratify and validate certain agreements made in relation to matters arising out of the Saint Andrew's Cathedral Site Act, 1935; to provide for the vesting of certain land in, and for the transfer of certain moneys to the Baptist Union of New South Wales; to declare certain trusts; to confer and impose certain powers, authorities, duties and functions upon the Baptist Union of New South Wales and upon certain trustees of property held for purposes of the Baptist Church; to amend the Saint Andrew's Cathedral Site Act, 1935, and certain other Acts; and for purposes connected therewith. [Assented to, 11th June, 1936.]

Edward VIII,
No. 15, 1936.

BE

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BE it enacted by the King's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and Legislative Assembly of New South Wales in Parliament assembled, and by the authority of the same, as follows:—

PART I.

PRELIMINARY.

Short title. **1.** This Act may be cited as the "Saint Andrew's Cathedral Site Agreements and Central Baptist Church Act, 1936."

Division into Parts. **2.** This Act is divided into Parts as follows:—

PART I.—PRELIMINARY—SS. 1-3.

PART II.—SAINT ANDREW'S CATHEDRAL SITE AGREEMENTS, ETC.—SS. 4-7.

PART III.—CENTRAL BAPTIST CHURCH—SS. 8-13.

SCHEDULES.

Definitions. **3.** In this Act, unless the context or subject-matter otherwise indicates or requires—

"First Agreement" means the agreement a copy of which is set out in the First Schedule.

"Second Agreement" means the agreement a copy of which is set out in the Second Schedule.

"Schedule" means Schedule to this Act.

PART II.

SAINT ANDREW'S CATHEDRAL SITE AGREEMENTS, ETC.

Ratification of agreements. **4.** (1) The First Agreement and the Second Agreement are hereby ratified and validated.

(2) Without prejudice to the generality of subsection one of this section it is hereby declared that—

(a) the parties of the first and second parts to the First Agreement shall be deemed to have had full power and authority to enter into the said agreement and the same shall be binding upon all persons claiming under the Indenture of Settlement

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Settlement dated the ninth day of December, one thousand nine hundred and four, registered number 940, book 774, referred to in the agreement;

- (b) the parties to the Second Agreement therein called "the trustees" shall be deemed to have had full power and authority to enter into the said agreement and notwithstanding the failure of one of such parties to execute it the agreement shall have full force and effect as if it had been duly executed by such party and shall be binding upon all persons interested in the land described in the Seventh Part of the Second Schedule to the Saint Andrew's Cathedral Site Act, 1935.

5. The notice of resumption and of vesting published in Gazette number one hundred and seventy-one of the first day of October, one thousand nine hundred and thirty-five, shall be deemed to have resumed and vested together with the land described in the schedule thereto the mines and deposits of coal, ironstone, kerosene shale, limestone, slate, and other minerals under such land and shall be deemed a sufficient compliance by the Minister for Public Works with the agreement on his part contained in clause three of the Second Agreement and the publication of such notice of resumption and vesting shall not affect the carrying out of the provisions of the First Agreement or of the Second Agreement.

Effect and operation of notice of resumption dated 1st October, 1935.

6. The release in favour of the Minister to be executed under clause six of the Second Agreement by the parties to that agreement therein called "the trustees" shall be valid and effectual if executed by a majority of such parties and all or any moneys payable by the Minister to such parties under the Second Agreement may be paid by him to a majority of them.

Execution of release.

7. (1) The Saint Andrew's Cathedral Site Act, 1935, is amended by inserting at the end of section four the following new subsection:—

Amendment of Act No. 32, 1935, s. 4.

(5) (a) The trustees in whom the land described in the Third Part of the Second Schedule to this Act

(Compensation.)

was

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was vested at the date of commencement of this Act or their successors in office shall be entitled to agree upon and receive all compensation money whatsoever payable in respect of the vesting of such land in the Church of England Property Trust Diocese of Sydney by this Act and to execute valid releases in respect thereof in favour of the Minister and the Crown.

(b) Such compensation money shall be held by the persons receiving the same on the same trusts and with and subject to the same powers and restrictions as affected the said land at the date of the commencement of this Act or as affect the compensation money.

(c) The powers conferred by paragraph (a) of this subsection shall be construed as cumulative and not as in substitution for any other powers of such trustees and their successors.

(d) A certificate by the Registrar under the Trade Union Act 1881, stating that the persons therein named are the trustees in whom the said land was vested at the date of commencement of this Act or, as the case may be, are the successors in office of such trustees at the date mentioned in the certificate, shall in favour of the Minister and the Crown be conclusive evidence of the facts stated therein for the purpose of paragraph (a) of this subsection.

**Amendment
of Act
No. 32, 1935,
s. 3 (d) (i).**

(2) (a) The Saint Andrew's Cathedral Site Act, 1935, is further amended—

(i) by omitting from paragraph (a) of subparagraph (i) of paragraph (d) of section three the words "first, second, third, fourth, fifth, sixth and seventh" and by inserting in lieu thereof the words "third and fourth";

(ii) by inserting in the same subparagraph at the end thereof the following new paragraph:—

(c) those parcels of land described in the first, second, fifth, sixth and seventh parts of the said Second Schedule—until the thirty-first

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thirty-first day of December one thousand nine hundred and thirty-six or until the date upon which the trustees of the Central Baptist Church, Bathurst Street, shall vacate possession of the parcel of land described in the seventh part of the said Second Schedule, whichever of such dates is the earlier.

(b) This subsection shall be deemed to have commenced upon the eleventh day of April one thousand nine hundred and thirty-five.

PART III.

CENTRAL BAPTIST CHURCH.

8. In this Part unless the context or subject matter otherwise indicates or requires—

“Baptist Union” means the Baptist Union of New South Wales.

“The trustees” means the trustees of the Central Baptist Church, Bathurst Street, Sydney, formerly known as the Bathurst Street Baptist Church.

9. The lands vested in the trustees and more particularly described in the Third Schedule shall vest in the Baptist Union for an estate in fee simple and shall be held by the Baptist Union together with the building required by section ten of this Act to be erected thereon, upon the trusts and subject to the provisions and conditions set out in the Fourth Schedule.

10. The Baptist Union shall cause to be erected on the land described in the Third Schedule a building consisting of at least a ground and first floors in accordance with plans and specifications prepared by Francis William

*Vesting of
lands de-
scribed in
Third
Schedule.*

*Building to
be erected
on land
described in
the Third
Schedule.*

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William Peplow or such other architect as may be selected by the Baptist Union subject to such modifications alterations or additions as may be rendered necessary.

The sum referred to in section eleven of this Act, the moneys referred to in section twelve of this Act, and the three-eighth parts of the moneys referred to in section thirteen of this Act, when paid to and received by the Baptist Union shall be held and applied by it towards the cost of erecting and furnishing the said building.

Trustees to pay
compensation
money to
Baptist Union.

11. The trustees shall pay or cause to be paid the sum of ten thousand pounds (being the compensation money payable to them in accordance with the Second Agreement) to the Baptist Union.

Church
House Fund
to be paid
to Baptist
Union.

12. The treasurer of the Church House Fund shall when required so to do by the said Baptist Union pay the whole of the moneys comprising the said Fund to the Baptist Union and the receipt of the Baptist Union for such moneys shall operate as a complete release and discharge to such treasurer and to all other persons in whom such moneys are vested.

Provisions
relating to
land and
mortgage
described in
Fifth
Schedule.

13. The trustees for the time being of the Baptist Church at Harris Street, Ultimo, are hereby authorised and empowered notwithstanding anything contained in any instrument or declaration of trust to sell the land described in the First Part of the Fifth Schedule and to sell, call in, and convert into money the mortgage described in the Second Part of the Fifth Schedule either by public auction or private contract for such price and on such terms as they may deem desirable and to pay the proceeds of such sale or sale and conversion to the Baptist Union, and the receipt of the Baptist Union for the proceeds of such sale or sale and conversion shall operate as a complete discharge to such trustees and upon such payment such trustees shall stand freed and discharged from all liability whatsoever under the trusts upon which such land and such mortgage were respectively held.

The Baptist Union shall apply three-eighths of the said proceeds in accordance with section ten of this

Act

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Act and shall hold the balance being five-eighths of the said proceeds upon the trusts set forth in the Sixth Schedule.

SCHEDULES.

FIRST SCHEDULE.

Secs. 3 7.

AGREEMENT made the twenty-seventh day of September, one thousand nine hundred and thirty-five, between James Patteson Jones, of Sydney, in the State of New South Wales, solicitor, Esmond Turner, of Euroa, in the State of Victoria, solicitor, and Herbert Manlius Mogensen, of Melbourne, in the State of Victoria, accountant, Trustees of Indenture of Settlement, dated the ninth day of December, one thousand nine hundred and four, made between Sydney Charles Beechworth Turner and others of the first part, William Belcher Grey Smith of the second part, and the said Sydney Charles Beechworth Turner and others of the third part, registered number 940, book 774 (hereinafter called "the vendors"), of the first part, and Mary Helen Turner, of Melbourne, in the said State of Victoria, spinster, Dora Josephine Smith, of Melbourne, aforesaid, widow, and Hugh Turner, of Euroa, aforesaid, independent, of the second part, and the Honourable Eric Sydney Spooner, the Minister for Public Works of the State of New South Wales, the constructing authority (hereinafter called "the Minister," which expression shall where the context admits include his successors in office), of the third part. Whereas the parties have under consideration the proposed resumption in pursuance of section 7 of the Saint Andrew's Cathedral Site Act, 1935, of the lands referred to in the schedule hereto for the purpose of the same being vested in the trustees of the Central Baptist Church, Bathurst Street. And whereas the vendors are the owners of such lands free from encumbrance with full power to sell and convey the same with the consent of the parties of the second part; now it is hereby agreed as follows:—

1. Subject to the provisions hereinafter contained the vendors with the consent of the parties of the second part (hereby testified) hereby agree to accept the sum of twenty-five thousand pounds (£25,000) in full satisfaction of all claims for compensation, interest, costs, damages and other moneys that would, apart from this agreement, be payable by the Minister to them in the event of the said lands referred to in the schedule hereto being resumed under section 7 of the said Act as aforesaid prior to the second day of October, one thousand nine hundred and thirty-five, and the Minister hereby agrees to pay such sum accordingly.

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No. 15, 1936. 2. The Vendors hereby agree to give vacant possession of the said lands to the Minister not later than the seventeenth day of November next, and will at their own cost do and cause to be done all acts and procure the execution of all instruments so that the said lands shall be free from all lessees, tenants and occupants on or before that date.

3. (a) The vendors shall at their own risk and cost remove the whole of the buildings now on the said lands, but the walls of cellars shall not be taken out, and in the course of the said removals all the cellars shall be completely cleaned out and the remaining portions of the said land shall be left with a clean level surface corresponding with the level of George-street adjoining, and the vendors shall fully complete the whole of the said removals on or before the seventeenth day of November next.

(b) The vendors shall obtain at their own cost any consents or permissions from any local or public authority that may be required in connection with such removals.

(c) The vendors shall not in connection with any removal referred to in paragraph (a) of this clause cause or allow any nuisance or do or permit anything which shall cause any unnecessary annoyance to the occupiers of the adjacent premises and shall indemnify and keep indemnified the Minister and His Majesty against all actions, suits, claims and demands in respect of any loss or destruction of life or property or any damage or injury to person or property whatsoever arising in any manner in the course of the removals referred to in paragraph (a) of this clause or otherwise in connection therewith.

(d) If for any reason (whether attributable to the default of the vendors or not) the Minister shall be of opinion that the said removals as required by subclause (a) of this clause will not or cannot be wholly completed by the vendors before the eighteenth November next the Minister shall be at liberty (without any notice to the vendors) to effect and fully complete such removals and to sell or otherwise dispose of all building and other materials as he may see fit and the costs, charges and expenses of the Minister in selling or disposing of or attempting to sell or dispose of the said materials, and in effecting and completing such removals and all damages, losses and other liabilities whatsoever suffered or sustained by the Minister in connection with or arising out of the effecting or completing such removals as aforesaid and the sale or disposal of the said materials after deducting therefrom the amounts received by the Minister for the sale or disposal of the materials shall be payable by the vendors to him on demand and be recoverable by the Minister from them accordingly.

4. The vendors hereby agree at their own expense to satisfy and to indemnify and keep indemnified the Minister against all claims under the said Act and the Public Works Act, 1912, as amended, for compensation, interest, costs, damages and other moneys of all lessees, tenants, occupants of and other persons other than the vendors interested in the said lands at the time of their resumption as aforesaid,
and

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and the vendors agree to provide all moneys required for such purposes and to procure at their own expense the execution by such lessees, tenants, occupants and other persons of releases in a form approved of by the Minister of all such claims and to deliver such releases to the Minister.

5. Any commission payable to Richardson and Wrench Limited in connection with the acquisition of the said lands by the Crown from the vendors shall be payable by the vendors.

6. This agreement has been entered into on the basis that the vendors are the owners in fee simple free from encumbrance of the said lands and on resumption thereof under section 7 of the said Act as aforesaid at their own expense will give vacant possession of the same to the Minister as aforesaid, and will otherwise comply with the provisions of this agreement on their part, and will make out their title to and with respect to the said lands accordingly and in accordance with the provisions of the said Acts, and will execute a release in favour of the Minister in a form approved of by him and will accept the performance by the Minister of the provisions of this agreement on his part in full and complete satisfaction of any rights to compensation, interest, costs, damages and other moneys they would otherwise have under the provisions of the said Acts by reason of the said resumption.

7. (a) The vendors shall be entitled to the rents and profits and shall pay and bear all rates, taxes, assessments and outgoings of every description payable in respect of or charged or to be charged on the said lands up to and including the first day of October next, from which date the Minister shall be entitled to or shall pay or bear the same and for such purposes apportionments shall be made.

(b) If on or before the seventeenth day of November next the vendors shall have complied with the provisions of clause 2 paragraph (a) of clause 3 and clauses 4 and 6 of this agreement, and the said lands shall have been resumed under section 7 of the said Act as aforesaid the Minister will forthwith pay to the vendors the said sum of twenty-five thousand pounds (£25,000) in terms of clause 1 together with interest thereon at the rate of four pounds per centum per annum from the first day of October next, provided that in case the said sums shall not be paid to the vendors at the time as provided by the preceding provisions of this subclause by reason of any default on the part of the vendors in complying with any of the provisions of this agreement no interest shall be payable to the vendors in respect of the delay in payment of such sum that may be attributable to such default. Provided further that the Minister shall in such case as aforesaid pay to the vendors the additional sum of fifty pounds (£50) in consideration of their cleaning out the said cellars as mentioned in clause 3 (a).

8. The parties hereto of the second part hereby consent to the execution by the vendors of this agreement and to the sale by the vendors to the Minister of the said lands upon and subject to the terms and conditions of this agreement.

Witness

In

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In witness whereof the parties hereto have executed these presents the day and year first above written.

THE SCHEDULE.

All that piece or parcel of land situate lying and being in the parish of Saint Andrew, in the county of Cumberland, State of New South Wales, be the hereinafter mentioned several dimensions a little more or less being the premises numbers 619, 621 and 623 George-street as at present occupied: Commencing at a point on the west side of George-street at the south-east corner of premises number 617, being a point fifty-seven feet and half an inch southerly from Goulburn-street, and bounded on the east George-street southerly seventy feet six inches to number 625; on the south by said premises and lines passing along the south side of walls of number 623 bearing south-westerly about twenty-four feet eight inches southerly one foot and half an inch south-westerly, fifty-one feet three and half inches and in continuation eighty-eight feet to the south corner of brick store on the south-west and west by west side of said store and stables north-westerly twelve feet one and three-quarter inches, and in a curved line northerly one hundred and nineteen feet to the north-west corner of said brick stables, and on the north by the north side of walls of number 619 aforesaid easterly one hundred and fifty feet, which said parcel of land is by more recent survey described as follows:—

All that piece or parcel of land containing an area of one rood fourteen perches and three-quarters of a perch, situate in the City of Sydney, parish of Saint Andrew, county of Cumberland: Commencing at a point on the western building line of George-street about fifty-seven feet southerly from Goulburn-street, being the south-eastern corner of the land comprised in Certificate of Title, registered volume 1,283, folio 122; and bounded thence by the southern and south-eastern boundaries of that Certificate of Title bearing two hundred and sixty-six degrees five feet six inches and one-quarter of an inch, two hundred and fifty-one degrees twenty-three minutes twenty seconds fifty-eight feet two inches and three-quarters of an inch; thence by the south-eastern boundary of the land comprised in Conveyance, registered book 215, number 8, bearing two hundred and fifty-one degrees fifteen minutes thirty-five feet ten inches and one-half of an inch; thence by the south-eastern boundaries of the land comprised in Certificate of Title, registered volume 2,951, folio 203, bearing two hundred and fifty-one degrees fifty-three minutes eleven feet seven inches and one-half of an inch, two hundred and fifty-two degrees thirty minutes eighteen feet three inches and one-half of an inch; thence by part of the south-eastern boundary of the land comprised in Certificate of Title, registered volume 1,518, folio 106, bearing two hundred and fifty-two degrees forty minutes twenty-one feet and half an inch; thence by the eastern boundary of the land comprised in Certificate of Title, registered volume 954, folio 183, bearing one hundred and seventy-four degrees forty-four minutes fifteen seconds fifty-six feet seven inches; thence by the eastern boundaries of the

lands

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lands comprised in Certificates of Title, registered volume 2,850, folio 55, and volume 2,850, folio 56, bearing one hundred and seventy-four degrees forty-six minutes sixty-one feet eleven inches and one-half of an inch; thence by the north-eastern boundary of the land comprised in the latter Certificate of Title bearing one hundred and thirty-five degrees twelve feet one inch and three-quarters of an inch; thence by part of the north-western boundary of the land comprised in Certificate of Title, registered volume 2,365, folio 105, bearing fifty-five degrees fifty-four minutes twenty-three feet eleven inches and three-quarters of an inch; thence by north-western boundaries of the land comprised in Certificate of Title, registered volume 1,564, folio 82, bearing fifty-five degrees fifty-eight minutes forty seconds sixty-four feet two inches and one-half of an inch, thirty-seven degrees twenty-four minutes thirty seconds fifty feet nine inches and three-quarters of an inch, three hundred and sixty degrees one foot and three-quarters of an inch, sixty-three degrees fifteen minutes twenty-five feet and three-quarters of an inch to the western building line of George-street aforesaid; and thence by that building line bearing three hundred and fifty-seven degrees fifty-six minutes seventy feet six inches and three-quarters of an inch to the point of commencement, and being the land comprised in Conveyance, registered book 774, number 940, and shown upon plan catalogued Ms. 8,771 Sy. Roll in the Department of Lands.

Signed, sealed and delivered by the
said JAMES PATTESON JONES, in
the presence of—
A. SAMUEL, J.P. } (L.S.)
JAMES P. JONES.

Signed, sealed and delivered by the
said ESMOND TURNER, in the
presence of—
E. STRIBLING, J.P. } (L.S.)
ESMOND TURNER.

Signed, sealed and delivered by the
said HERBERT MANLIUS MOGENSEN,
in the presence of—
J. H. B. ARMSTRONG,
Solicitor, Melbourne. } (L.S.)
H. M. MOGENSEN.

Signed, sealed and delivered by the
said MARY HELEN TURNER, in
the presence of—
ANNIE NORRIS, Householder. } (L.S.)
MARY HELEN
TURNER.

Signed, sealed and delivered by the
said DORA JOSEPHINE SMITH, in
the presence of—
A. O. HENTY,
Solicitor, Melbourne. } (L.S.)
DORA JOSEPHINE
SMITH.

Signed,

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Signed, sealed and delivered by the
said HUGH TURNER, in the pre-
sence of—
E. STRIBLING, J.P. } (L.S.)
HUGH TURNER.

The official seal of the Honourable
the Minister for Public Works
as such Constructing Author-
ity as aforesaid was hereunto
affixed and he signed this
agreement in the presence
of—
E. H. SWIFT. } (L.S.)
E. S. SPOONER.

SECOND SCHEDULE.

Secs. 3 7 &
1.

AGREEMENT made the twenty-seventh day of September, one thousand nine hundred and thirty-five, between Edward David Robinson, of Randwick, in the State of New South Wales, contractor; Arthur Johnson, of Belmore, in the said State; Herbert Priestley, of Cremorne, in the said State, chartered accountant; Charles William Leggo, of Manly, in the said State, organ builder; Edwin Jones, of Wahroonga, in the said State, gentleman; Charles Gleesha, of Tempe, in the said State, jeweller; John Prince, of Marrickville, in the said State, moulder; Grafton Wesley George Burgess, of Leichhardt, in the said State, tram-driver; Samuel Andrews, of St. Peters, in the said State, draper; Stephen Little, of Lane Cove, in the said State, machinist; and Kingston Frew, of Sydney, in the said State, clerk (hereinafter called "the trustees"), of the one part, and the Honourable Eric Sydney Spooner, the Minister for Public Works of the State of New South Wales, the constructing authority (hereinafter called "the Minister," which expression shall, where the context admits, include his successors in office) of the other part. Whereas the trustees are the owners in fee-simple free from encumbrance of the land described in the Seventh Part of the Second Schedule to the Saint Andrew's Cathedral Site Act, 1935, and in consequence of the vesting of such land and the buildings erected thereon in the Church of England Property Trust Diocese of Sydney by the said Act, the trustees, upon asserting their claim and making out their title in respect of the said land are entitled to compensation as by the said Act provided; and whereas by section 7 of the said Act the Governor may authorise the resumption of land for the purpose of vesting the same in the trustees in or towards satisfaction of any claim that may arise out of the operation of the said Act; and whereas the trustees have requested the Minister to resume under the

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the said section 7 the land referred to in the Schedule hereto, and they have agreed to accept the vesting of such land in them (but without the buildings thereon) in accordance with the provisions of that section, together with the sum of ten thousand pounds (£10,000) in full settlement of all claims and demands under the said Act and the Public Works Act, 1912, as amended, in respect of the vesting of the land first above referred to and the buildings thereon in the Church of England Property Trust Diocese of Sydney, as aforesaid. Now it is hereby agreed as follows:—

1. The Minister agrees to pay to the trustees on the eighteenth day of November, one thousand nine hundred and thirty-five, and subject to their having on that day complied with clause 6 hereof the sum of ten thousand pounds (£10,000) to be held by them upon the like trusts as those upon which they hold the land described in the Seventh Part of the Second Schedule to the Saint Andrew's Cathedral Site Act, 1935.

2. The Minister shall cause to be removed on or before the seventeenth day of November next or as soon thereafter as practicable the buildings now on the land referred to in the Schedule hereto other than the walls of the cellars. The trustees shall have no claim for compensation in respect of such removal, and the Minister shall have the right to dispose of such buildings and the materials and fittings and fixtures.

3. The Minister agrees, pursuant to section 7 of the lastmentioned Act, to take steps to resume, prior to the second day of October next, the land referred to in the Schedule hereto, and notify in the Gazette that such land is vested in the trustees: Provided that the trustees hereby expressly agree that such notification of vesting shall not affect the provisions of this agreement in regard to the buildings on the said land.

4. Subject to clause 2, the Minister agrees to give to the trustees vacant possession of the land referred to in the Schedule hereto not later than the seventeenth day of November next, and notwithstanding the said notification of vesting the trustees shall not be entitled to any of the rents and profits of the said land before the eighteenth day of November next.

5. The trustees hereby agree to accept the said sum of ten thousand pounds (£10,000) and the said notification in the Gazette under the said section 7 that the land referred to in the Schedule hereto is vested in them (subject always to the proviso contained in clause 3) in full satisfaction of all claims for compensation, interests, costs, damages and other moneys that would, apart from this agreement, be payable to them by the Crown in respect of the said vesting of the land described in the Seventh Part of the Second Schedule to the Saint Andrew's Cathedral Site Act, 1935, and the buildings thereon in the Church of England Property Trust Diocese of Sydney.

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6. The trustees shall make out to the satisfaction of the Minister their title in respect of the land last referred to for an estate in fee-simple free from encumbrance and free from lease tenancy or occupancy or other interests in any other person and shall execute a release of all their claims in such form as the Minister may approve.

In witness whereof the parties hereto have executed these presents the day and year first above written.

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All that piece or parcel of land situate lying and being in the parish of Saint Andrew, in the county of Cumberland, State of New South Wales, be the hereinafter mentioned several dimensions a little more or less being the premises numbers 619, 621 and 623 George-street, as at present occupied: Commencing at a point on the west side of George-street at the south-east corner of premises number 617, being a point fifty-seven feet and half an inch southerly from Goulburn-street, and bounded on the east by George-street southerly seventy feet six inches to number 625; on the south by said premises and lines passing along the south side of walls of number 623 bearing south-westerly about twenty-four feet eight inches southerly one foot and half an inch south-westerly, fifty-one feet three and a half inches and in continuation eighty-eight feet to the south corner of brick store on the south-west and west by west side of said store and stables north-westerly twelve feet one and three-quarter inches, and in a curved line northerly one hundred and nineteen feet to the north-west corner of said brick stables, and on the north by the north side of walls of number 619 aforesaid easterly one hundred and fifty feet, which said parcel of land is by more recent survey described as follows:—

All that piece or parcel of land containing an area of one rood fourteen perches and three-quarters of a perch situate in the City of Sydney, parish of Saint Andrew, county of Cumberland: Commencing at a point on the western building line of George-street, about fifty-seven feet southerly from Goulburn-street, being the south-eastern corner of the land comprised in Certificate of Title, registered volume 1,283, folio 122; and bounded thence by the southern and south-eastern boundaries of that Certificate of Title bearing two hundred and sixty-six degrees five feet six inches and one-quarter of an inch, two hundred and fifty-one degrees twenty-three minutes twenty seconds fifty-eight feet two inches and three-quarters of an inch; thence by the south-eastern boundary of the land comprised in Conveyance, registered book 215, number 8, bearing two hundred and fifty-one degrees fifty-one minutes thirty-five feet ten inches and one-half of an inch; thence by the south-eastern boundaries of the land comprised in Certificate of Title, registered volume 2,951, folio 203, bearing two hundred and fifty-one degrees fifty-three minutes eleven feet seven inches and one-half of an inch, two hundred and fifty-two degrees

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degrees thirty minutes eighteen feet three inches and one-half of an inch; thence by part of the south-eastern boundary of the land comprised in Certificate of Title, registered volume 1,518, folio 106, bearing two hundred and fifty-two degrees forty minutes twenty-one feet and half an inch; thence by the eastern boundary of the land comprised in Certificate of Title, registered volume 954, folio 183, bearing one hundred and seventy-four degrees forty-four minutes fifteen seconds fifty-six feet seven inches; thence by the eastern boundaries of the lands comprised in Certificates of Title registered volume 2,850, folio 55, and volume 2,850, folio 56, bearing one hundred and seventy-four degrees forty-six minutes sixty-one feet eleven inches and one-half of an inch; thence by the north-eastern boundary of the land comprised in the latter Certificate of Title bearing one hundred and thirty-five degrees twelve feet one inch and three-quarters of an inch; thence by part of the north-western boundary of the land comprised in Certificate of Title, registered volume 2,365, folio 105, bearing fifty-five degrees fifty-four minutes twenty-three feet eleven inches and three-quarters of an inch; thence by north-western boundaries of the land comprised in Certificate of Title, registered volume 1,564, folio 82, bearing fifty-five degrees fifty-eight minutes forty seconds sixty-four feet two inches and one-half of an inch, thirty-seven degrees twenty-four minutes thirty seconds fifty feet nine inches and three-quarters of an inch, three hundred and sixty degrees one foot and three-quarters of an inch, sixty-three degrees fifteen minutes twenty-five feet and three-quarters of an inch, to the western building line of George-street aforesaid; and thence by that building line bearing three hundred and fifty-seven degrees fifty-six minutes seventy feet six inches and three-quarters of an inch to the point of commencement, and being the land comprised in Conveyance, registered book 774, number 940, and shown upon plan catalogued M_c. 8,771, Sy. Roll in the Department of Lands.

Signed, sealed and delivered by the
said EDWARD DAVID ROBINSON, in
the presence of—

Signed, sealed and delivered by the
said ARTHUR JOHNSON, in the
presence of—
C. W. BENNETT, Solicitor, Sydney.

ARTHUR JOHNSON.

Signed, sealed and delivered by the
said HERBERT PRIESTLEY, in the
presence of—
H. S. PALMER, Solicitor, Sydney.

HERBERT
PRIESTLEY.

Signed, sealed and delivered by the
said CHARLES WILLIAM LEGGO,
in the presence of—
C. W. BENNETT.

C. W. LEGGO.

Signed,

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| | | |
|--|---|---------------------------|
| <p>Signed, sealed and delivered by the said EDWIN JONES, in the pres- ence of— H. S. PALMER, Solicitor, Sydney.</p> | } | EDWIN JONES. |
| <p>Signed, sealed and delivered by the said CHARLES GLEESHA, in the presence of— C. W. BENNETT, Solicitor, Sydney.</p> | } | CHARLES GLEESHA. |
| <p>Signed, sealed and delivered by the said JOHN PRINCE, in the pres- ence of— WILFRED R. JARVIS.</p> | } | JOHN PRINCE. |
| <p>Signed, sealed and delivered by the said GRAFTON WESLEY GEORGE BURGESS, in the presence of— C. W. BENNETT.</p> | } | GRAFTON W. G. BURGESS. |
| <p>Signed, sealed and delivered by the said SAMUEL ANDREWS, in the presence of— H. S. PALMER.</p> | } | S. ANDREWS. |
| <p>Signed, sealed and delivered by the said STEPHEN LITTLE, in the presence of— H. S. PALMER.</p> | } | S. LITTLE. |
| <p>Signed, sealed and delivered by the said KINGSTON FREW, in the presence of— WILFRED R. JARVIS.</p> | } | K. FREW. |
| <p>The official seal of the Honourable the Minister for Public Works of the State of New South Wales as such constructing authority was hereunto affixed and he signed this agreement in the presence of— E. H. SWIFT.</p> | } | E. S. SPOONER. (L.S.) |

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THIRD SCHEDULE.

All that piece or parcel of land containing an area of 1 rood $14\frac{1}{2}$ **Sec. 9.**
perches, situate in the City of Sydney, parish of St. Andrew, county
of Cumberland: Commencing at a point on the western building
line of George-street about 57 feet southerly from Goulburn-street,
being the south-eastern corner of the land comprised in Certificate
of Title, registered volume 1,283, folio 122; and bounded thence by
the southern and south-eastern boundaries of that Certificate of
Title bearing 266 degrees 5 feet $6\frac{1}{2}$ inches, 251 degrees 23 minutes
20 seconds 58 feet $2\frac{1}{4}$ inches; thence by the south-eastern boundary
of the land comprised in conveyance registered book 215, No. 8,
bearing 251 degrees 15 minutes 35 feet $10\frac{1}{2}$ inches; thence by the
south-eastern boundaries of the land comprised in Certificate of
Title, registered volume 2,951, folio 203, bearing 251 degrees 53
minutes 11 feet $7\frac{1}{2}$ inches, 252 degrees 30 minutes 18 feet $3\frac{1}{2}$ inches;
thence by part of the south-eastern boundary of the land comprised
in Certificate of Title, registered volume 1,518, folio 106, bearing
252 degrees 40 minutes 21 feet and half an inch; thence by the
eastern boundary of the land comprised in Certificate of Title, regis-
tered volume 954, folio 183, bearing 174 degrees 44 minutes 15 seconds
56 feet 7 inches; thence by the eastern boundaries of the lands com-
prised in Certificates of Title, registered volume 2,850, folio 55,
and volume 2,850, folio 56, bearing 174 degrees 46 minutes 61 feet
 $11\frac{1}{2}$ inches; thence by the north-eastern boundary of the land com-
prised in the latter Certificate of Title bearing 135 degrees 12 feet
 $1\frac{1}{4}$ inches; thence by part of the north-western boundary of the land
comprised in Certificate of Title, registered volume 2,365, folio 105,
bearing 55 degrees 54 minutes 23 feet $11\frac{1}{4}$ inches; thence by north-
western boundaries of the land comprised in Certificate of Title,
registered volume 1,564, folio 82, bearing 55 degrees 58 minutes
40 seconds 64 feet $2\frac{1}{2}$ inches, 37 degrees 24 minutes 30 seconds 50 feet
 $9\frac{3}{4}$ inches, 360 degrees 1 foot and $0\frac{3}{4}$ inch, 63 degrees 15 minutes
25 feet $0\frac{3}{4}$ inch to the western building line of George-street afore-
said; and thence by that building line bearing 357 degrees 56
minutes 70 feet $6\frac{3}{4}$ inches, to the point of commencement, and being
the land comprised in conveyance registered book 774, No. 940, and
shown upon plan catalogued Ms. 8,771 Sy. roll in the Department of
Lands.

FOURTH SCHEDULE.

1. To permit the said land to be used as a site for the erection **Sec. 9.**
thereon of the buildings mentioned in section ten of this Act and to
permit such buildings to be used for some one or more of the follow-
ing objects that is to say:—For the public worship of God according
to the usages of the denomination of Baptists; for the instruction
of

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of children and adults; for the promotion of the general purposes of the Baptist Union of New South Wales (hereinafter called the said corporation) and such other religious purposes as the executive committee of the said corporation and the congregation shall from time to time determine.

2. To permit any buildings now or hereafter erected upon the said land, whether such buildings be of the nature mentioned in the last preceding paragraph or of an entirely different nature and whether erected before or after the passing of this Act under the powers hereby conferred or otherwise, to be repaired, altered, enlarged, taken down and partially or wholly rebuilt, or any other building or buildings to be substituted for or erected on the land formerly occupied by the building or buildings taken down: Provided that no building shall be repaired, altered, enlarged, taken down, or partially rebuilt, nor shall any building be substituted therefor or erected on the land formerly occupied by the building or buildings taken down, except with the consent of the congregation which shall then be entitled to the use, occupation or enjoyment of the said church.

3. The said corporation shall be entitled to use and occupy an office on the ground floor of the building and one upper floor and also such other part or parts of the said building as may be mutually agreed upon by and between the corporation and the congregation together with a right in common with the congregation and others to the use of entries, staircases and exits in the said building as a church house and the congregation shall be entitled to the use and occupation of the land and the remainder of the said building as an assembly hall, vestry, school house and church, and the cost of repairs, maintenance and outgoings in connection with the land and building (except interest on any borrowed money) shall be borne equally by the said corporation and the congregation.

4. To permit the persons appointed for that purpose by the direction of the congregation for the time being assembling for worship in the said church to receive all moneys and subscriptions given or paid for the use of pews and sittings in the said church or otherwise contributed for the purposes aforesaid and to permit such persons to apply the same in the first place in the discharge of all interest on and instalments in respect of borrowed moneys, premiums for insurance against fire, expenses of the said corporation relating to any church, vestry or school-house used, occupied, or enjoyed by such congregation, legal expenses and other claims properly payable thereout, and the residue thereof, for the maintenance of Divine worship in such church, and the surplus (if any) in repayment of such borrowed moneys as aforesaid and other the purposes of these presents as such congregation shall from time to time direct.

5. To permit such persons only to officiate as pastors in any church erected upon any portion of the said trust property as shall be of the denomination aforesaid and shall hold the following doctrines, namely:—

The Sinfulness of man;
The Deity of Jesus Christ;
His atonement for the sin of man;

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The need of the Holy Spirit for conversion;
The Divine Inspiration of the Scriptures;
The Resurrection of the Dead;
Rewards and punishments in a future state;
The Baptism of Believers only by Immersion;

and shall (except as to any pastor appointed before the passing of this Act) have been chosen by the congregation from time to time worshipping in such church; and not to permit to officiate in such church as pastor any person who shall be guilty of immoral conduct or who shall cease to be of the denomination aforesaid, or who shall cease to hold the said doctrines, or who shall have been removed from his office by the congregation.

6. To permit such occasional ministers or other persons to officiate in any such church as aforesaid as the pastor or in his absence the deacons shall appoint, or if there be no pastor or deacons, as the officer nominated from its own members for such purpose by the direction of the congregation worshipping in such church as aforesaid shall from time to time direct.

7. The said corporation shall have power with the consent of the congregation and subject to such conditions as shall from time to time be notified or given by the congregation in respect thereto to raise money by means of a legal or equitable mortgage upon the whole or any part of the land and buildings of the said trust property and to expend such moneys in any of the methods permitted by clause two of this Schedule and such mortgage may be granted with or without powers of or trusts for sale and where and in such manner and on such terms and subject to such conditions as to title or otherwise as shall be agreed to by the congregation to sell the whole or any part of the said land, either together or in parcels, by public auction or private contract, or partly in each mode, or to exchange the said premises or any part thereof for other premises, or to demise the said land or any part or parts thereof for such period at such rent and upon such terms and conditions as shall be agreed to by the congregation. Any such consent of the congregation may determine the proportions of any mortgage or the sale moneys which are to be allocated to loans on or sale of the said church house and the remainder of the property and may also determine in what proportion the interest instalments or other charges and outgoings of any mortgage shall be borne by the said corporation and the congregation, and if such proportion is agreed to by the said corporation the same shall be signed by the pastor for the time being of the congregation or in his absence by two of the deacons of the congregation and sealed with the seal of the said corporation.

8. To stand possessed of the money which from time to time shall be received on any sale, mortgage, exchange or lease made in pursuance of the powers conferred by this Schedule upon trust after making provision for the payment of all charges upon the portion of the trust property dealt with and of the expenses and legal costs incurred by the said corporation in connection therewith to invest, lay out, or
dispose

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dispose of the same in such manner and for such purposes for the benefit of the congregation giving such direction as aforesaid, and in the maintenance and observance of public worship, the instruction of children and adults, the improvement of the trust property, the enlargement or repair of any building forming portion of such trust property, and the purchase of other property or properties and the erection thereon of a church, church house, vestry, or school house, or in some one or more of such ways or for some one or more of such purposes as aforesaid as shall be agreed to by the congregation and the said corporation.

9. In case the said corporation shall be required to pay any money for which they shall be liable in relation to any of the trusts, powers, authorities, or duties created by this Act, and the same shall not be duly provided by the congregation in pursuance of whose directions or consent the said corporation shall have acted and on whose behalf the liability to pay such moneys shall have been incurred by the said corporation, it shall be lawful for the said corporation, without the consent or direction of the congregation or any member thereof, after the expiration of six calendar months written notice from a member of the executive committee of the said corporation, duly authorised in that behalf by such committee, requiring payment of such money, and stating the intention of the said corporation in case of default to mortgage or sell the church, vestry, or school-house used, occupied, or enjoyed by such congregation or the pastor thereof, as hereinafter mentioned, given to the then pastor for the time being of the congregation if there shall be such pastor, and to the deacon for the time being of the congregation, or if there shall be no such deacon or deacons to at least two members of the committee or other body for the time being if any appointed by the congregation to act instead of deacons, and also affixed to the doors of the said church, or if there be no such building to the said land on three consecutive Sundays, to mortgage or sell all or any part of the said trust property used, occupied, or enjoyed by the congregation or the pastor thereof, when and in such manner in all respects as the said executive committee of the said corporation shall think proper and out of the proceeds thereof to pay all expenses and legal costs of and incident to such mortgage or sale, and fully to reimburse and indemnify the said corporation so liable, and then to dispose of the net residue thereof (if any) for some one or more of the purposes for which moneys obtained by sale, mortgage, lease, or exchange of portion of the said trust property as hereinbefore provided may be expended under the eighth clause of this Schedule.

10. A receipt under the seal of the said corporation and signed by two members of the executive committee of the said corporation, of whom one shall be the treasurer, for any mortgage, sale, exchange, rent, or other moneys payable in respect of the said trust property, shall exonerate the persons paying such moneys from all liability to see to the application thereof, and it shall not be incumbent on any mortgagee, purchaser, or lessee of the said trust property or any part thereof.

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thereof or on any person taking the same in exchange to inquire into the necessity, propriety or regularity of any such mortgage, sale, lease, or exchange.

11. (1) The total number of persons whose names appear as church members on the roll of the Bathurst Street Baptist Church or the Central Baptist Church and holding as general tenets the doctrines set forth in clause five of this Schedule and in the habit of meeting together for the public worship of God in the said trust premises shall be deemed to be the congregation thereof and each of such persons shall be deemed to be a member of such congregation, and the consent agreement or direction of the congregation shall be deemed to have been given whenever—

- (a) a resolution has been passed by a majority of not less than three-fourths of such persons being members of such congregation who shall be upwards of the age of twenty-one years, and whose names have for at least six months prior to the holding of the meeting convened for the purpose of proposing such resolution appeared as church members in the roll or register relating to such congregation and who are personally present and vote in respect of any such resolution at a meeting of which notice specifying the intention to propose such resolution has been duly given; and
- (b) such resolution has been confirmed by a majority of such persons being members of such congregation whose names have for at least six months prior to the holding of the meeting convened for the purpose of confirming such resolution appeared as church members in the roll or register relating to such congregation present, and voting in respect of any such resolution at a meeting of which notice specifying the intention to propose such resolution has been duly given, and held at an interval of not less than fourteen days nor more than five weeks from the date of the meeting at which such resolution was first passed.

(2) At any meeting mentioned in this clause unless a poll is demanded by at least five members who are upwards of the age of twenty-one years, a declaration of the chairman that the resolution has been carried shall be deemed conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the same.

(3) Notice of any meeting shall be deemed to be duly given whenever a notice setting out the object of such meeting and the nature of the proposed resolution, together with the day, hour and place of the holding thereof, and signed by the pastor for the time being of the congregation, or in case of his neglect for seven days or absolute refusal after request in writing made by two of the members of the congregation who would be entitled to vote at any such meeting, or in the case of there being no pastor signed by the same number of such persons as aforesaid and posted on the door of the church or other building used for public worship by the congregation on at least two successive Sundays immediately preceding the
day

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day on which such meetings shall be appointed to take place and read during some part of each of the public services held on the same two Sundays in such church or other building as aforesaid, and the meeting shall be deemed to be duly held whenever such notice is given and meeting held in pursuance of such notice and the conditions next following are observed. Only those of such persons as are members of the congregation who are personally present at any such meeting, and of the age of twenty-one years and upwards, and whose names have for at least six months prior to the holding of the meeting appeared as church members in the roll or register relating to the congregation shall be allowed to vote and the persons allowed to vote shall each have one vote. And the chairman of every such meeting as aforesaid shall be the pastor of the congregation, or in case of his refusal, absence, or incapacity, or of there being no pastor, then a person chosen by the major part of such persons as aforesaid present at the meeting, and the chairman of such meeting shall not have a deliberative vote, but in case of an equality of votes on any question shall have a casting vote.

Sec. 13.

FIFTH SCHEDULE.

FIRST PART.

All that piece or parcel of land situate lying and being in the parish of St. Andrew in the county of Cumberland, State of New South Wales, be the hereinafter mentioned several dimensions a little more or less: Commencing at a point on the south-western building line of Harris-street south-easterly and distant 394 feet from the intersection of the south-eastern building line of Thomas-street with the south-western building line of Harris-street; and bounded thence on the south-east by the north-western face of a brick wall bearing south-westerly 123 feet 4 $\frac{1}{4}$ inches to the north-eastern building line of Murphy's lane; thence on the south-west by the said building line of Murphy's lane bearing north-westerly 56 feet 8 inches; thence on the north-west by the south-eastern face of a brick wall bearing north-easterly 123 feet 4 $\frac{1}{2}$ inches to the south-western building line of Harris-street aforesaid; and thence on the north-east by the said building line of Harris-street bearing south-easterly 53 feet 6 $\frac{1}{2}$ inches to the point of commencement, and containing in area 24 $\frac{3}{4}$ perches, and being Lot 7 and parts of Lots 6 and 8, Section 2, of a Subdivision of Block 11b of the Ultimo Estate.

SECOND PART.

Mortgage dated 1st July, 1929, from George Stanford and Hilda Stanford to Clarence White and others, registered No. B988302.

SIXTH

SIXTH SCHEDULE.

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Sec. 13.

The Baptist Union shall hold the balance of five-eighths of the said proceeds mentioned in section thirteen of this Act upon trust to divide the same into five equal parts and to pay one of such five equal parts to the Foreign Mission Committee of the said Baptist Union, a further one of such five equal parts to the Home Mission Committee of the said Baptist Union to be applied to establish new causes including Sunday schools and kindred societies and the remaining three of such five equal parts to the trustees for the time being of the Aged and Infirm Ministers Trust Fund of the Baptist Union upon terms requiring the said trustees to hold the said three equal parts upon trust to invest the same in one or more of the modes of investment authorised by the Declaration of Trust of the said trustees dated the 6th August, 1903, and to pay out of the net income thereof or in case of any deficiency of income out of the capital thereof a sum not exceeding one hundred and fifty-six pounds per annum calculated from the date of such investment or investments as aforesaid to the Reverend Samuel Harrison the present Minister of the said Harris Street Baptist Church by equal quarterly payments during his lifetime and after his death upon trust out of the income thereof to pay to Martha Jane Harrison, the wife of the said Samuel Harrison, should she survive her said husband a sum not exceeding seventy-eight pounds per annum during her lifetime by equal quarterly payments and upon trust as to the surplus income, if any, accruing on the said three parts for the benefit of the said Trust Fund and upon the death of the last survivor of the said Samuel Harrison and Martha Jane Harrison to hold the corpus of the said three parts for the benefit of the said Trust Fund absolutely.
