



Australian Capital Territory

Church of England Lands Act 1926 (repealed)

A1926-11

Republication No 2

Effective: 2 March 1993

Republication date: 30 January 2008

As repealed by A1993-1 sch 2

Authorised by the ACT Parliamentary Counsel

About this republication

The republished law

This is a republication of the *Church of England Lands Act 1926* (repealed) effective 2 March 1993.

Kinds of republications

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Australian Capital Territory
CHURCH OF ENGLAND LANDS ACT 1926

Repealed by No. 1, 1993 (in force 1/3/93)

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An Act to authorize the execution of an Agreement and a Lease in respect of certain lands

Short title

1. This Act may be cited as the *Church of England Lands Act 1926*.¹

Execution of agreement and lease authorised

2. The execution by or on behalf of the Commonwealth, of an Agreement and a Lease in the form contained in the Schedule to this Act is hereby authorized.

Dedication of certain lands

3. After the execution of the Agreement contained in the Schedule to this Act, the Minister may, by notice in the *Gazette*,² dedicate the lands described in

the Second Schedule to that Agreement for and to church purposes in connexion with the Church of England, subject to the reservations contained in clause 2 of the Agreement.

THE SCHEDULE

Section 2

FORM OF AGREEMENT

WHEREAS on the 27th day of July One thousand nine hundred and twelve the land described in the First Schedule hereunder was acquired by the Commonwealth by compulsory process and became vested in the Commonwealth under and by virtue of the provisions of the Lands Acquisition Act 1906.

AND WHEREAS immediately prior to the said land being acquired by the Commonwealth as aforesaid the said land was vested in the said Bishop of Goulburn upon trust for Church purposes and other purposes more particularly set forth in an Indenture of Conveyance dated the third day of January 1844 and registered No. 794 Book 781 in the office for the Registration of Deeds at Sydney in the said State.

AND WHEREAS upon the said land being acquired by the Commonwealth as aforesaid the said Bishop of Goulburn became entitled to compensation under and in accordance with the provisions of the said Act.

AND WHEREAS it has been agreed between the parties hereto that the Commonwealth will pay and the said Bishop of Goulburn will accept the sum of Two thousand pounds in full settlement of all claims for compensation in respect of the said land upon and subject to the observance and performance of the covenants and agreements hereinafter contained.

NOW THIS INDENTURE WITNESSETH as follows:

1. That the said Bishop of Goulburn in consideration of the payment by the Commonwealth to the said Bishop of Goulburn of the sum of Two thousand pounds (£2000) together with interest thereon as provided by the said Act (the receipt of which sum and interest is hereby acknowledged) and of the covenants and agreements hereinafter contained and on the part of the Commonwealth to be observed and performed hereby covenants and agrees with the Commonwealth that the said Bishop of Goulburn:
 - (a) will within two years from the date of payment by the Commonwealth to the said Bishop of Goulburn of the said sum of £2000 erect or cause to be erected upon the land secondly described in the Second Schedule hereunder a good and substantial building for the purposes of a Rectory in connexion with the Church erected on the land firstly described in the said Second Schedule;
 - (b) will erect the said building or cause the same to be erected strictly in accordance with plans and specifications thereof to be previously submitted to and approved in writing by the Commission;
 - (c) will erect the said building or cause the same to be erected in such a position and manner as will not, to the satisfaction of the Commission obstruct and obscure the view of the said Church from the site of the Capital City in the Territory.
2. That the Commonwealth in consideration of the covenants and agreements hereinbefore contained and on the part of the said Bishop of Goulburn to be observed and performed hereby covenants and agrees with the said Bishop of Goulburn that the Commonwealth will upon the execution by the said Bishop of Goulburn of these presents set apart and dedicate the lands described in the Second Schedule hereunder for and to Church purposes in connexion with the Church of England. SUBJECT HOWEVER to the reservation that the land secondly described in the Second Schedule hereto shall not be used as a parish churchyard or burial ground and that the use of the land firstly described in the Second Schedule hereto as a parish churchyard or burial ground shall be subject to every Statute Ordinance Regulation and

THE SCHEDULE—continued

By-law having the force of law in the Territory and for the time being in force relating to the regulation control or restriction of such use.

AND THIS INDENTURE FURTHER WITNESSETH—

- (a) That for the consideration aforesaid the said Bishop of Goulburn doth hereby release and forever discharge the Commonwealth from all actions and suits causes of action and suit damages costs sums of money accounts reckonings claims and demands whatsoever which the said Bishop of Goulburn at any time had or now has or hereafter may have against the Commonwealth by reason of the land described in the First Schedule hereunder having been acquired by and become vested in the Commonwealth as aforesaid;
- (b) That in these presents "The Commission" means the Federal Capital Commission appointed under the *Seat of Government (Administration) Act 1924*:

“The Territory” means the Territory for the Seat of Government of the Commonwealth.

IN WITNESS whereof the Episcopal Seal of the Lord Bishop of Goulburn was hereto affixed and the Solicitor-General of the Commonwealth of Australia for and on behalf of the said Commonwealth has hereunto set his hand and seal the day and year first before written.

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land containing two acres more or less situated at Limestone Plains in the County of Murray bounded on the West by a line North 4 chains on the North by a line East 5 chains on the East by a line South 4 chains and on the South by a line West 5 chains.

THE SECOND SCHEDULE ABOVE REFERRED TO

Firstly.—All that piece or parcel of land the property of the Commonwealth of Australia situate in the Canberra City District in the Territory and being lot 1 of Section 33 of Division 13 of the said District as delineated on Subdivisional Plan Number 11 in the office of the Federal Capital Commission in the Territory.

Secondly.—All that piece or parcel of land the property of the Commonwealth of Australia situate in the Canberra City District in the Territory and being lot 2 of Section 33 of Division 13 of the said District as delineated on Subdivisional Plan Number 11 in the Office of the Federal Capital Commission in the Territory.

THE EPISCOPAL SEAL of the Lord Bishop of Goulburn was hereto affixed and this Deed signed and delivered by the said Bishop in the presence of—

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SIGNED SEALED AND DELIVERED by the Solicitor-General of the Commonwealth of Australia for and on behalf of the said Commonwealth in the presence of—

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FORM OF RELEASE

WHEREAS on the twenty-seventh day of July One thousand nine hundred and twelve the land described in the First Schedule hereto was acquired by the lessor by compulsory process and became vested in the Lessor under and by virtue of the *Lands Acquisition Act 1906*.

AND WHEREAS immediately prior to the said land being acquired by the Lessor as aforesaid the said land was vested in the Lessee upon trust for Church purposes and other purposes more particularly set

THE SCHEDULE—continued

forth in an Indenture of Conveyance dated the third day of January One thousand eight hundred and forty-four and registered Number 794 Book 781 in the Office for the Registration of Deeds at Sydney in the said State

AND WHEREAS upon the said land being acquired by the Lessor as aforesaid the Lessee became entitled to compensation under and in accordance with the provisions of the said Act

AND WHEREAS in addition to the payment of compensation under the said Act the Lessor has agreed with the Lessee to grant to the Lessee a lease in perpetuity at an annual rental of one peppercorn of the land described in the Second Schedule hereto for church purposes in connexion with the Church of England. Subject however to the lessee's covenants hereinafter set forth

NOW THIS INDENTURE WITNESSETH that in consideration of the rent hereinafter reserved and of the Lessee's covenants hereinafter contained the Lessor hereby demises unto the Lessee ALL THOSE pieces of land more particularly described in the Second Schedule hereto (hereinafter referred to as "the lands hereby leased") TO HOLD unto the Lessee in perpetuity from the day of One thousand nine hundred and twenty-six YIELDING AND PAYING therefor the yearly rent of one peppercorn if demanded

1. The Lessee covenants with the Lessor as follows:

- (a) That the Lessee will pay to the Lessor the yearly rent hereby reserved if demanded;
- (b) That the Lessee will within two years from the date of payment by the Lessor to the Lessee of the compensation hereinbefore mentioned erect or cause to be erected upon the land secondly described in the Second Schedule hereto a good and substantial building for the purpose of a Rectory in connexion with the Church erected on the land firstly described in the said Second Schedule;
- (c) That the Lessee will erect the said building or cause the same to be erected strictly in accordance with plans and specifications thereof to be previously submitted to and approved in writing by the Commission and in accordance with every statute ordinance regulation and by-law applicable thereto;
- (d) That the Lessee will erect the said building or cause the same to be erected in such a position and manner as will not to the satisfaction of the Commission obstruct or obscure the view of the said Church from the site of the Capital City in the Territory;
- (e) That the Lessee will not erect any building or buildings on the lands hereby leased or any part thereof additional to the said Church and the said Rectory without the prior consent in writing of the Commission and will erect any building in respect of the erection of which consent has been so given in accordance with plans and specifications thereof to be previously submitted to and approved in writing by the Commission and in accordance with every statute ordinance regulation and by-law applicable thereto;
- (f) That the Lessee will not use the lands hereby leased for any purpose other than Church purposes in connexion with the Church of England;
- (g) That the Lessee will not use the land secondly described in the Second Schedule hereto for a parish churchyard or burial ground;
- (h) That the Lessee will comply in all respects with every statute ordinance regulation and by-law having the force of law in the Territory and for the time being in force relating to the regulation control or restriction of the use of the land firstly described in the Second Schedule hereto as and for a parish churchyard or burial ground;
- (i) That the Lessee will at all times during the continuance of these presents maintain repair and keep in repair all buildings and erections on the lands hereby leased all to the satisfaction of the Commission;
- (j) That if and whenever the Lessee fails to repair or keep in repair any building or erection which is now or may during the continuance of these presents be upon the lands hereby leased the Commission may by notice in writing to the Lessee specifying the wants of repair require the Lessee to effect such repairs in accordance with the said notice and if after the

THE SCHEDULE—continued

expiration of one calendar month from the date of the said notice or such longer time as the Commission may in writing allow the Lessee has not effected the said repairs the Commission or any person or persons duly authorized by the Commission in that behalf with or without carts or other vehicles horses or other animals may enter upon the said land and effect the said repairs or if the Commission is of opinion the building or erection is beyond reasonable repair may demolish and remove the building or erection and all expenses incurred by the Commission in effecting such repairs or in demolishing and removing the building or erection shall be paid by the Lessee to the Commission on demand and from the date of such demand until paid shall for all purposes of this lease be deemed to be rent payable under this lease and unpaid by the Lessee;

- (k) To permit any person or persons authorized by the Commission in that behalf to enter upon the lands hereby leased at all reasonable times and in any reasonable manner and inspect the said lands and any building erections and other improvements thereon;
- (l) That the Lessee will not sublet the lands hereby leased or any part thereof or assign these presents or mortgage charge or otherwise encumber these presents;
- (m) That the Lessee will at all times during the continuance of these presents keep the lands hereby leased clean tidy and free from debris dry herbage rubbish and other unsightly or offensive matter to the satisfaction of the Commission;
- (n) That if and whenever the Lessee fails to comply with the provisions of the last preceding sub-clause the Commission may cause any debris dry herbage rubbish and other unsightly or offensive matter on such land to be removed from the said land or cause the said land to be restored to a clean and tidy condition as the case may require and all expenses incurred by the Commission in so doing shall be paid by the Lessee on demand and from the date of such demand until paid shall for all purposes of the lease be deemed to be rent payable under this lease and unpaid by the Lessee;
- (o) That in the event of the Lessee insuring the premises in the name of the Lessor whether jointly with the Lessee or otherwise the Lessor will pay over to the Lessee any moneys received by the Lessor by virtue of such insurance after deducting therefrom the amount of any moneys payable to the Lessee to the Lessor under these presents and unpaid.
- (p) That the Lessee will forthwith expend all moneys which may be received by the Lessee in respect of such insurance including all moneys received by the Lessee from the Lessor under the last preceding sub-clause in rebuilding repairing or otherwise reinstating the premises in respect of which such insurance moneys have been received and will rebuild repair or otherwise reinstate the said premises in accordance with every statute ordinance regulation and by-law applicable thereto.

2. IT IS MUTUALLY COVENANTED AND AGREED:—

- (a) That if and whenever there shall be a breach or non-observance of any of the Lessee's covenants herein contained it shall be lawful for the Lessor or any authority or person duly authorized by the Lessor in that behalf at any time thereafter into and upon the said demised premises to re-enter and the same to have again repossess and enjoy as of its former estate as if these presents had not been made but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants by the Lessee hereinbefore contained;
- (b) That all mines metals (including royal metals) ores of metals minerals (including coal shale and mineral oils) mineral substances (including stone clay gravel and sand) precious stones precious earths together with all incidental rights of mining for working winning excavating digging taking and removing them or any of them or authorizing such mining working winning excavating digging taking or removing shall be reserved to the Lessor and any person or persons authorized by the Commission may enter upon the lands hereby leased and mine for work win excavate dig take and remove them or any of them for any purpose whatsoever;

THE SCHEDULE—continued

- (c) That in this Lease—
 - (i) the expression “Commission” shall mean the Federal Capital Commission appointed under the *Seat of Government (Administration) Act 1924* and shall include the authority or person for the time being authorized by law to exercise the powers and functions of the Commission;
 - (ii) the expression “Territory” means the Territory for the Seat of Government of the Commonwealth;
- (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee by the Lessor or the Commission under this lease shall be deemed to have been duly given or served if signed on behalf of the Commission and delivered to or sent in a prepaid letter addressed to the Lessee at the said land or at the usual or last known address of the Lessee or affixed in a conspicuous position on the said land.

IN WITNESS whereof the Solicitor-General of the Commonwealth of Australia for and on behalf of the said Commonwealth was hereunto set his hand and seal and the Episcopal Seal of the Lord Bishop of Goulburn was hereto affixed the day and year first before written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

All that piece or parcel of land contained two acres more or less situated at Limestone Plains in the County of Murray bounded on the West by a line North 4 chains on the North by a line East 5 chains on the East by a line South 4 chains and on the South by a Line West 5 chains.

THE SECOND SCHEDULE ABOVE REFERRED TO:

FIRSTLY.—All that piece or parcel of land the property of the Commonwealth of Australia situate in the Canberra City District in the Territory and being lot 1 of Section 33 of Division 13 of the said District as delineated on Subdivisional Plan Number 11 in the Office of the Federal Capital Commission in the Territory.

SECONDLY.—All that piece or parcel of land the property of the Commonwealth of Australia situate in the Canberra City District in the Territory and being lot 2 of Section 33 of Division 13 of the said District as delineated on Subdivisional Plan Number 11 in the Office of the Federal Capital Commission in the Territory.

SIGNED SEALED AND DELIVERED by the Solicitor-General of the Commonwealth of Australia for and on behalf of the said Commonwealth in the presence of

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THE EPISCOPAL SEAL of the Lord Bishop of Goulburn was hereto affixed and this Deed signed and delivered by the said Bishop in the presence of

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NOTES

1. Act No. 11, 1926; notified in *Commonwealth of Australia Gazette* on 28 October 1926; commenced on 28 October 1926, repealed by *Statute Law (Miscellaneous Provisions) Act 1993 A1993-1 sch 2* on 1 March 1993.

Citation of Laws—The *Self-Government (Citation of Laws) Act 1989* (No. 21, 1989) altered the citation of most Ordinances so that after Self-Government day they are to be cited as Acts. That Act also affects references in ACT laws to Commonwealth Acts.

2. S. 3—By notice dated 19 December 1926, the lands described in the Second Schedule to the Agreement were dedicated under this section, see *Gazette* 1927, No 19, p. 374.

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