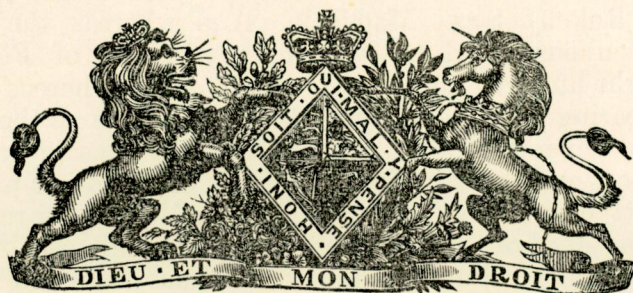


New South Wales.



ANNO QUADRAGESIMO SECUNDO

VICTORIÆ REGINÆ.

An Act to enable the Trustees of the Will of William Gosling Moore to sell and lease certain lands and to make provision for the disposal and investment of the proceeds. [Assented to, 12th March, 1879.]

WHEREAS William Gosling Moore late of Sydney in the Colony of New South Wales landowner deceased was at the time of his death possessed of or entitled to the lands in the Schedules to this Act described for the estates and interests in the said Schedules respectively mentioned And whereas the said William Gosling Moore duly made and executed his last will in writing bearing date the third day of October one thousand eight hundred and seventy which (omitting the formal portions thereof) is in the words following that is to say "This is the last will of me William Gosling Moore of the City of Sydney in the Colony of New South Wales landowner I bequeath to my sister Helen Moore spinster thirty-nine pounds a year to be paid weekly during her life I bequeath to Alfred Henry Moore son of my eldest brother John George Moore seven hundred pounds And I bequeath to Mrs. Stenhouse wife of my friend Nicol Drysdale Stenhouse Esquire three hundred pounds I bequeath to my adopted son Edward Samuel Farrier Moore now residing at number seventeen Clement's Inn London five hundred a year for his life and should he marry then to his wife for her life and should his wife bear him children then the said sum of five hundred a year to the child or children to share alike I bequeath to my wife Celia Moore five hundred pounds (£500) a year for her life

Preamble.

Testator's wil

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life Also I give her absolutely all my household furniture pictures books and household effects jewellery plate The residue of income to be invested for the benefit of my daughter Wilhelmina Gosling Moore my son William Gosling Moore and all other children my wife Celia Moore may bear me I appoint my friend Nicol Drysdale Stenhouse of Sydney aforesaid esquire and John Barnett of Sydney landholder of Flora Terrace Sydney trustees and executors of this my will I revoke all former wills and codicils" And whereas the said William Gosling Moore died in this Colony on the second day of November one thousand eight hundred and seventy without having revoked or altered his said will and probate thereof was granted on the second day of December one thousand eight hundred and seventy by the Supreme Court of New South Wales in its ecclesiastical jurisdiction to the said Nicol Drysdale Stenhouse and John Barnett And whereas the said Celia Moore on or about the fifteenth day of February one thousand eight hundred and seventy-two intermarried with and is now the wife of Charles Rokeby Scott Maddock And whereas the said Nicol Drysdale Stenhouse died on the eighteenth day of February one thousand eight hundred and seventy-three And whereas by a certain indenture bearing date the fifteenth day of January one thousand eight hundred and seventy-four and made between the said John Barnett of the one part and the said Celia Maddock of the other part the said John Barnett duly appointed the said Celia Maddock a trustee of the said will in the stead of the said Nicol Drysdale Stenhouse And whereas the said William Gosling Moore left him surviving all the parties named in the said will and the said Wilhelmina Gosling Moore and William Gosling Moore the younger who are both infants under the age of twenty-one years were the only children of the said William Gosling Moore and Celia his wife And whereas the Helen Moore died in the year one thousand eight hundred and seventy-one and the said annuity of thirty-nine pounds was paid to her up to the time of her death And whereas the legacies bequeathed by the said will of the said William Gosling Moore to the said Alfred Henry Moore and Margaretta Stenhouse have been duly paid and satisfied out of the personal estate of the said William Gosling Moore but the income of his real and personal estate is insufficient to pay the annuities now subsisting bequeathed by the said will And whereas there is at present no power to sell any of the said lands or to grant leases thereof and there are no funds available under the trusts of the said will for the maintenance and repair of the houses now standing or hereafter to be erected upon the said lands and certain of such houses have become dilapidated and may soon become wholly untenable and cease to yield an income sufficient to satisfy the annuities now subsisting bequeathed by the said will And whereas it is expedient that power should be given to the said John Barnett and Celia Maddock or other the Trustees for the time being of the said will to sell portions of the said lands for the purpose of raising funds as well for the payment in full of the annuities now subsisting bequeathed by the said will and for maintaining and repairing the houses and buildings upon the said lands as for the increase of the residue of the income by the said will directed to be invested And also to grant leases of portions of the said lands upon terms more advantageous to the estate than are obtained under the leases now in force Be it therefore enacted by the Queen'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:—

1. It shall be lawful for the said John Barnett and Celia Maddock as such Trustees as aforesaid or the Trustees for the time being of the said will hereinafter called the said Trustees at any time during the minority

Death and probate.

New trustee.

Insufficiency of assets to pay annuities.

Power to sell &c. for that purpose and to repair.

Power to trustees to sell during minority of eldest child.

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minority of the said Wilhelmina Gosling Moore and from time to time during such minority to sell the lands described in the first schedule to this Act or any part or parts thereof by public auction or private contract in such lots and upon such terms and conditions as the said Trustees with the consent of the Master in Equity shall deem most expedient and for such price or prices as can reasonably be obtained for the same and when sold to convey the same or any part or parts thereof to the purchaser or purchasers his or their heirs and assigns or to such uses and in such manner as such purchaser or purchasers may direct and thereupon the said lands or such part or parts thereof as shall be so conveyed by the said Trustees shall vest absolutely in the person or persons to whom the same shall have been so conveyed his or their heirs and assigns or go and remain to such uses and in such manner as aforesaid freed and discharged from the trusts of the said will And the receipts in writing of the said Trustees for the purchase money of the said lands or any part thereof shall be valid and effectual discharges to the purchaser or purchasers thereof and shall relieve such purchaser or purchasers from all responsibility for the mis-application or non-application of such purchase money.

2. It shall be lawful for the said Trustees with the consent of the Master in Equity to give credit to any purchaser or purchasers of the said lands or any part or parts thereof for any number of years not exceeding five for the payment of so much of his or their purchase money as shall not exceed two-thirds of the whole upon such terms as to interest as may be deemed proper provided that the lands so sold shall remain unconveyed or be otherwise rendered a security for so much of the purchase money as may remain unpaid together with interest thereon until the same shall have been wholly satisfied.

Power to give credit
for purchase money.

3. It shall be lawful for the said Trustees with such consent as aforesaid during such minority by deed to lease any part or parts of the unsold lands described in the First and Second Schedules to this Act to any person or persons who shall covenant to improve the same by erecting thereon any house or building or by repairing or rebuilding any house or building which may be now or shall be hereafter standing thereon or by otherwise expending in improvements such moneys as shall be deemed adequate But so that every such lease shall be for a term not exceeding ninety-nine years to take effect in possession and shall be at the best rent that can be reasonably obtained for the same having regard to the covenants to be performed on the part of the lessee but without taking anything in the nature of a fine or premium and so also that every lease executed under this power shall contain a covenant by the lessee to pay the rent thereby reserved and a condition of re-entry on non-payment thereof or on non-observance by the lessee of the other covenants therein contained and so also that a counterpart of such lease be executed by the lessee.

Power to grant
building or im-
proving leases.

4. It shall be lawful for the said Trustees with such consent and during such minority as aforesaid to lease either the whole or any part or parts of the said lands described in the First and Second Schedules of this Act for any term not exceeding fourteen years from the time of making such leases so as there be reserved on every such lease the best rent that can reasonably be obtained without taking any fine or premium for the granting thereof and so also that there be contained in every lease executed under this power a covenant by the lessee to pay the rent thereby reserved and a condition of re-entry on non-payment thereof or non-observance of the other covenants therein contained and so also that a counterpart of the lease be executed by the lessee.

Power to grant leases
for fourteen years.

5. The said Trustees shall stand possessed of the rents and profits of the said lands and of the proceeds of every sale under the power herein contained upon trust in the first place to pay the costs and expenses

Trusts of the rents
and profits and
proceeds of sale.

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expenses of and incidental to such sale And subject thereto upon trust to pay and apply the said moneys in and towards the payment of the annuities bequeathed by the said will and towards the maintenance and repair of any houses or buildings now standing or hereafter to be erected on the said lands and to invest the residue at interest upon such security of freehold lands in the City of Sydney or upon such debentures or securities of the Government of the said Colony in the said Colony with power to vary the said investments from time to time for others of the kind hereby authorized as the Master in Equity shall approve of And the said investments shall be subject to the same trusts in all respects as if they had formed part of the estate of which the said William Gosling Moore was possessed at the time of his death.

Short title.

6. This Act shall be styled the "Moore Estate Act of 1879."

SCHEDULES.

THE FIRST SCHEDULE.

THE "WOOLPACK INN."

ALL that parcel of land containing by admeasurement one rood and four perches and situated in the city of Sydney parish of Saint Lawrence county of Cumberland and Colony of New South Wales bounded on the east by Andrew Byrnes' allotment bearing east thirty-eight degrees north one hundred and eighty links and an allotment bearing east fifty degrees north one hundred and forty-eight links on the north by Susannah Adams' allotment bearing west forty-six degrees thirty minutes north eighty-one links on the west by George Richards' and Thomas Ryan's allotments bearing south forty-six degrees thirty minutes west three hundred and ten links and on the south by George-street bearing south thirty-one degrees thirty minutes east eighty-three links being allotment number two of section number two described in the Government notice of the eighth day of June one thousand eight hundred and thirty Together with the messuage or inn erected on the said land known as the "Woolpack Inn" which said parcel of land with the appurtenances was vested in the said William Gosling Moore for an estate of inheritance in fee simple in possession.

WILDFELL.

All that piece or parcel of land situate lying and being at Potts Point Woolloomooloo in the parish of Alexandria county of Cumberland in the colony of New South Wales Commencing at the south-east corner of Mr. S. F. Milford's purchase and bounded on the north-west by Mr. Milford's fence bearing north-easterly five hundred and twenty-five links to the sea-wall on the north-east by the sea-wall sixty-seven links and a continued line to the centre of the door of the bathing-house sixty-one links on the south-east by a line separating it from Mr. W. G. Moore's purchase bearing southerly four hundred and seventy-five links to a stake near the ledge of the rock upon which the present stable stands then by an irregular line formed by the rock which curves inwards about six feet to a post-hole in the rock the distance between the two last points in a straight line being ninety-two links on the south-west by the road bearing northerly twenty-nine links to the commencing point containing two roods or thereabouts also one-half of the bathing-house which said parcel of land with the appurtenances was vested in the said William Gosling Moore for an estate of inheritance in fee simple in possession.

BERRYFIELD.

All that piece or parcel of land situate lying and being at Potts Point Woolloomooloo in the parish of Alexandria in the county of Cumberland in the Colony of New South Wales Commencing at the south-west angle of Mrs. Kelly's property and bounded on the south-east by Mrs. Kelly's wall and fence bearing north-easterly to the sea-wall on the north-east by the sea-wall bearing westerly seventy-two links and a continued line of sixty-one links to the centre of the door of the bathing-house on the north-west
by

Moore's Estate.

by a line separating it from Mr. Laycock's purchase bearing south-westerly four hundred and seventy-five links to a stake near the ledge of rock upon which the stable stands then by an irregular line formed by the rock which curves outwards about six feet to a post hole in the rock on the roadside on the south by the road bearing easterly forming the segment of a circle rising twelve links from a base line of one hundred and ninety-two links to Mrs. Kelly's corner-post containing three roods and ten perches or thereabouts which said parcel of land was vested in the said William Gosling Moore for an estate of inheritance in fee simple in possession.

THE SECOND SCHEDULE.

THE "SHIP INN."

All that allotment or parcel of land in the said Colony containing by admeasurement two perches and one quarter of a perch be the same more or less situated in the county of Cumberland parish of Saint Philip city of Sydney and being allotment number three (a) of section number one hundred Commencing on the eastern building-line of Pitt-street north at the north-western corner of allotment three and bounded thence on the west by that building-line northerly eighteen feet on the north-east by a line south-easterly sixty-nine feet nine inches to the north-east corner of allotment three aforesaid and on the south by the northern boundary-line of that allotment westerly at right angles to Pitt-street sixty-seven feet three inches to the point of commencement being the allotment sold as lot M under the advertisement dated the thirty-first day of December one thousand eight hundred and sixty-six which said parcel of land with the appurtenances was vested in the said William Gosling Moore for an estate of inheritance in fee simple in possession.

NEWTOWN.

All that parcel of land being lot thirteen of the land mentioned in certain indentures of lease and release dated the twenty-eighth and twenty-ninth days of July one thousand eight hundred and forty-one the latter made between Charles Hallett and Felix Slade of the first part John Kettle of the second part and John Davis of the third part Commencing at the south-east corner of lot eleven and bounded on the south by the Newtown Road being a line bearing east twenty-eight degrees north forty feet on the east by lot fifteen being a line bearing north twenty-eight degrees west one hundred feet on the north by lot fourteen being a line bearing west twenty-eight degrees south forty feet and on the west by lot eleven being a line bearing south twenty-eight degrees east one hundred feet to the point of commencement which said parcel of land with the appurtenances was vested in the said William Gosling Moore for an estate of inheritance in fee simple in possession.

CAMPERDOWN.

All that piece or parcel of land forming part of Camperdown Terrace in the parish of Petersham in the county of Cumberland and colony of New South Wales Commencing at the north-east corner of lot eighteen and bounded on the west by that lot being a line bearing south twenty-eight degrees east one hundred feet on the south by lot nineteen being a line bearing east twenty-eight degrees north forty feet on the east by lot twenty-two being a line bearing north twenty-eight degrees west one hundred feet to Campbell-street and on the north by Campbell-street being a line bearing west twenty-eight degrees south forty feet to the commencing point which said parcel of land was vested in the said William Gosling Moore for an estate of inheritance in fee simple in possession.

CAMPERDOWN.

All that piece or parcel of land at Camperdown Terrace in the parish of Petersham in the county of Cumberland and colony of New South Wales Commencing at the south-east corner of lot nine and bounded on the south by the Newtown Road being a line bearing east twenty-eight degrees north forty feet on the east by lot thirteen being a line bearing north twenty-eight degrees west one hundred feet on the north by lot twelve being a line bearing west twenty-eight degrees south forty feet on the west by lot nine being a line bearing south twenty-eight degrees east one hundred feet to the point of commencement be the said several dimensions a little more or less which piece or parcel of land forms lot eleven of Camperdown Terrace aforesaid on a plan thereof by William Henry Wells And all that piece or parcel of land situate lying and being near Sydney aforesaid being part of the Camperdown Estate and lot number twelve in Camperdown Terrace parish of Petersham Commencing at the north-east corner of lot ten and bounded on the west by lot ten being a line bearing south twenty-eight degrees east one hundred feet on the south by lot eleven being a line east twenty-eight degrees north forty feet on the east by the original lot fourteen being a line north twenty-eight degrees west one hundred feet to Campbell-street and on the north by Campbell-street being a line bearing west twenty-eight degrees south forty feet to the point of commencement which said pieces of land were vested in the said William Gosling Moore for an estate of inheritance in fee simple in possession.

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MACLEAY-STREET.

All that piece or parcel of land situated lying and being in the parish of Alexandria city of Sydney county of Cumberland and Colony of New South Wales and being allotment number nine of the subdivision of the Elizabeth Bay estate part of fifty-four acres granted to Alexander Macleay on the nineteenth day of October one thousand eight hundred and thirty-one and commencing on the east side of Macleay-street five hundred and forty-seven feet southerly from its junction with Wylde-street and bounded on the west by said Macleay-street bearing south one degree east sixty feet on the south by the northern boundary of lot ten bearing east one degree north one hundred and twenty feet on the east by a line bearing north one degree west sixty feet and on the north by the southern boundary of lot eight bearing west one degree south one hundred and twenty feet to the point of commencement and containing an area of twenty-six perches be the said several dimensions a little more or less and which said piece of land is now held under lease from George Macleay for a term of ninety-nine years from the fifteenth day of December one thousand eight hundred and sixty-five at a yearly ground rent of twenty-five pounds payable half-yearly on the fifteenth day of June and the fifteenth day of December in each year.

By Authority : THOMAS RICHARDS, Government Printer, Sydney, 1879.

[67.]