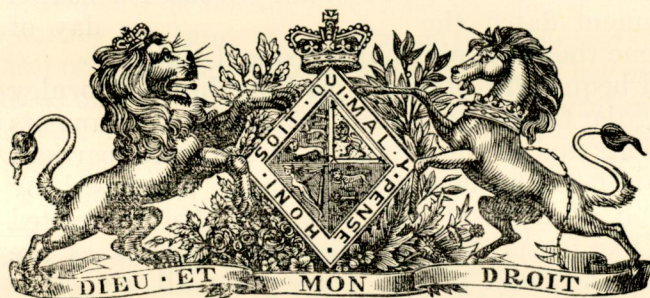


This PRIVATE BILL originated in the LEGISLATIVE ASSEMBLY, and, having this day passed, is now ready for presentation to the LEGISLATIVE COUNCIL for its concurrence.

*Legislative Assembly Chamber,
Sydney, 3 April, 1883. }*

STEPHEN W. JONES,
Clerk of Legislative Assembly.

New South Wales.



ANNO QUADRAGESIMO SEXTO

VICTORIÆ REGINÆ.

An Act to enable the Executor of the last will and testament of Ono Earnshaw deceased to sell and lease certain land near Bedlam Point on the Parramatta River in the Parish of Hunter's Hill County of Cumberland Colony of New South Wales and to make provision for the investment of the proceeds of the sale thereof.

WHEREAS the said Ono Earnshaw late of the Glebe near Sydney Preamble.
stonemason duly made and published his last will and testament dated the first day of January one thousand eight hundred and fifty-five and thereby after certain bequests devised and bequeathed all his real estate whatsoever of which he should die seized or possessed unto
5 Ambrose Thornley of Bay-street Bishopsgate the Glebe aforesaid stonemason and his heirs Upon trust to permit and suffer his wife Mary Earnshaw to receive the rents and profits of his said real estate during the term of her natural life if she should so long remain his
10 widow without impeachment of or for any manner of waste and from and after the decease or second marriage of his said wife which ever should first happen Then in trust for the use of his daughter Martha Earnshaw during the term of her natural life for her own sole and separate use benefit and advantage free from the debts control
15 interference and engagements of any husband with whom she might marry And from and after the decease of his said daughter Martha

Earnshaw's Estate.

Earnshaw Then in trust for all and every the child or children of his
 said daughter share and share alike as tenants in common if more than
 one the share or shares of any one or more of the children of his said
 daughter dying without issue to go to and be equally divided between
 5 the survivors share and share alike as tenants in common But in case
 any of the children of his said daughter Martha Earnshaw should die
 leaving issue then he declared that the share or shares of any one or
 more so dying and leaving issue should go to and be equally divided
 between and amongst such issue respectively share and share alike as
 10 tenants in common and not as joint tenants And the said testator
 thereby appointed the said Ambrose Thornley sole executor of his said
 will and guardian of his daughter Martha Earnshaw during her
 minority and he thereby revoked all former and other will or wills by
 him at any time theretofore made and he declared that to be his last
 15 will and testament And whereas the said testator executed a codicil
 to his last will and testament dated the _____ day of

 one thousand eight hundred and sixty
 and thereby devised and bequeathed unto the said Ambrose Thornley
 and his heirs all and singular the pieces or parcels of land hereditaments
 20 and premises therein briefly and in the Schedule hereto more particu-
 larly described which said lands he declared had been purchased by
 him since the execution of his said last will hereinbefore recited
 Upon the same and the like trusts ends intents and purposes as are
 mentioned expressed and declared of and concerning all his other
 25 freehold lands in his said will as fully and effectually to all intents and
 purposes as if the same trusts ends intents and purposes therein had
 again been repeated and set forth And whereas the said Ono Earn-
 shaw departed this life on the fourth day of October one thousand
 eight hundred and sixty-five without having made any further or other
 30 alteration in his said will And probate of the said will was on the
 seventeenth day of November one thousand eight hundred and seventy-
 nine granted by the Supreme Court of New South Wales in its
 Ecclesiastical Jurisdiction to the said Ambrose Thornley the executor
 And whereas the said Mary Earnshaw departed this life on the
 35 twenty-second day of July one thousand eight hundred and
 seventy-nine And whereas the said Martha Earnshaw on the
 tenth day of August one thousand eight hundred and fifty-seven inter-
 married with and became the wife of Ai Earnshaw And whereas
 there was issue of the said marriage five children namely Ono Earn-
 40 shaw junior (since deceased) George Wellington Thornley Earnshaw
 Robert Thornley Earnshaw Mary Thornley Earnshaw and Martha
 Earnshaw And whereas the said Ono Earnshaw junior died on or
 about the twentieth day of October one thousand eight hundred and
 eighty-two leaving behind him issue two children namely Arthur
 45 Earnshaw and Louise Earnshaw who are now entitled to the share to
 which the said Ono Earnshaw junior their father would have been
 entitled under the hereinbefore recited will if he were now alive And
 whereas the said Martha Earnshaw departed this life on or about the
 fifteenth day of November one thousand eight hundred and seventy-
 50 four And whereas the said Ai Earnshaw died on the first day of
 November one thousand eight hundred and seventy-six And whereas
 it is expedient that power be given to the said Ambrose Thornley or
 other the trustee for the time being of the said will to sell and lease
 the said lands and to invest the proceeds arising from any sale for the
 55 benefit of the persons entitled thereto under the hereinbefore recited
 codicil And whereas the said objects cannot be obtained without an
 Act of the Legislature there being no power of sale contained in the
 said will or codicil hereinbefore recited Be it therefore enacted by the
 Queen's Most Excellent Majesty by and with the advice and consent
 of

Earnshaw's Estate.

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 Ambrose Thornley or for the trustee for the time being of the hereinbefore recited will to sell and dispose of the lands and hereditaments described in the Schedule hereto or any part or parts thereof either by public auction or private contract and either in one or more parcels or allotments and with such rights-of-way in and over any portion of such land as he shall deem most expedient And for such price or prices as can be reasonably obtained for the same and when sold to convey the same upon such terms and conditions of sale as he may deem expedient with power to buy in the said land or any part or parts thereof at any auction sale or to rescind or vary the terms of any contract for sale and to re-sell without being responsible for any loss to be occasioned thereby And when sold to convey the same or any part or parts thereof in fee simple to the purchaser or purchasers thereof respectively his her or their heirs and assigns freed and discharged from all or any of the aforesaid trusts affecting the same.
2. It shall be lawful for the said Ambrose Thornley or other the trustee for the time being of the said will to allow any purchaser or purchasers credit for the payment of the whole or part of his her or their purchase money upon such terms as to interest or otherwise generally as the said Ambrose Thornley or the trustee for the time being of the said will may deem reasonable and expedient Provided that the land in respect of which such credit shall be given shall remain unconveyed or shall by a proper mortgage with full powers of entry and sale and other usual and proper provisions be made a security for the payment of the purchase money remaining unpaid and in respect of which credit is given And provided that in the event of credit being given for the whole purchase money such other security be given by or on behalf of the purchaser as shall in the opinion and discretion of the said Ambrose Thornley or the trustee for the time being of the said will be sufficient together with the value of the land in respect of which such credit shall be given to secure the payment of the said purchase money and accruing interest thereon In the event of any such security being taken the vendor's lien for the said purchase money and every part thereof shall in all cases continue and be enforceable notwithstanding any arrangement as to the giving or taking of such security or otherwise.
3. The said Ambrose Thornley or the trustee for the time being of the said will may at any time make execute sign take and do all applications deeds instruments steps and things necessary or expedient for the purposes of bringing under the provisions of the Real Property Act the said lands hereditaments and premises mentioned and described in the said Schedule hereto or any part or parts thereof.
4. It shall be lawful for the said Ambrose Thornley or for the trustee for the time being of the said will to lease either the whole or any part of the land and hereditaments described in the said Schedule hereto to any person or persons who shall covenant to improve the same by erecting and building thereon any new house or houses building or buildings or by repairing or re-building any of the houses or buildings which are now or shall hereafter be standing thereon or by otherwise expending in improvements such moneys as shall be deemed adequate to the interest to be parted with for any term of years not exceeding ninety-nine years to take effect in possession and not in reversion or by way of future interest so as there be reserved in every such lease the best or most improved yearly rent that can be reasonably obtained to be incident to the immediate reversion without any fine foregift or other payment of like nature for the making thereof and so that there
- Land may be sold and conveyed to purchasers discharged from the trusts of the will.
- Power to give credit to purchasers.
- Power to bring land under Real Property Act.
- Trustee authorized to grant leases.
- be

Earnshaw's Estate.

be contained in every such lease a condition of entry by the lessor for non-payment of rent or non-observance or non-performance of covenants by the lessee within a reasonable time to be therein specified and so that the lessee do execute a counterpart and do thereby
 5 covenant for payment of the rent thereby reserved and be not by any express words therein made punishable for waste.

5. The said Ambrose Thornley or the trustee for the time being
 of the said will shall stand possessed of the moneys to arise from any
 sale or sale under the powers hereby given upon trust (after pay-
 10 ment thereof of all the costs and expenses of and incidental to the passing of this Act and the expenses incurred in and about such sale or sales) to lay out the same either in the purchase of other lands situated in the Colony of New South Wales or to invest the same at interest upon Government or real securities in the said Colony or in the
 15 improvement of other land belonging to the said trust estate by the erection of buildings thereon or in the improvement of any buildings which may be thereon and the said trustee shall have the same powers of selling leasing and bringing under the "Real Property Act" any lands to be so purchased as aforesaid as are hereby conferred in respect
 20 of the land and hereditaments described in the said Schedule hereto and shall also have power from time to time and at any time to vary and transpose any such investment and security into or for any other investment or security of the nature hereby authorised.

As to investment of proceeds of sale.

6. The said Ambrose Thornley or the trustee for the time being
 25 of the said will shall stand possessed of the said lands and hereditaments described in the said Schedule hereto and also of any other lands and hereditaments which may from time to time be purchased under the powers hereby given and of any investments made with the moneys arising from any sale hereby authorised together with the rents profits
 30 and annual income of the same lands hereditaments and investments upon the same or the like trusts and upon and for the same or the like ends intents and purposes as the lands and hereditaments described in the said schedule hereto are now held upon or subject to under or by virtue of the said codicil to the said will of the said testator.

Trusts of property and income.

7. The receipt of the said Ambrose Thornley or other the trustee
 35 for the time being of the said will for the purchase moneys of any property hereby authorised to be sold or for any other moneys stocks funds or securities paid delivered or transferred to him in pursuance of the trusts of the said will or codicil shall effectually discharge the
 40 person or persons paying delivering or transferring the same therefrom and from being concerned to see to the application or being answerable for the loss or misapplication.

Trustees receipts to be good discharges.

8. This Act shall be styled and may be cited as "Earnshaw's
 Estate Act of 1883."

Short title.

45

THE SCHEDULE REFERRED TO.

All that piece or parcel of land situate lying and being near Bedlam Ferry in the parish of Hunter's Hill county of Cumberland and colony of New South Wales containing by admeasurement four acres one rood and twenty-two perches (be the same more or less) Commencing at a stake twenty-three links north of the south-
 50 west angle of the Government road which bounds Sarah Morpheus (alias Bennett's) grant being bounded on the east by the said Government road being a line bearing by compass north four degrees east three chains and ninety links (more or less) on the north by a roadway forty links being a line bearing west four degrees north six chains and ninety links more or less on the west by lots seventeen and twelve
 55 delineated on the plan of the said lands and hereditaments being a line bearing by compass south twenty-eight degrees west seven chains and ninety-five links (more or less) and on the south by a roadway of thirty-eight links (fifteen of which have been given by Robert Bateman out of his twenty acres portion of Sarah Morpheus (alias Bennett's grant) being a line bearing north seventy-six degrees east ten chains and
 seventy-four

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- seventy-four links (more or less) to the commencing point the same being more particularly shown as lots thirteen and fourteen on the said plan also all that other piece or parcel of land situate lying and being near Bedlam Ferry aforesaid containing by admeasurement two acres one rood and twenty-four perches (be the same more or less)
- 5 Commencing at the north-east angle of the road-way which bounds lots thirteen and fourteen (delineated on the said plan) on the north being bounded on the east by a Government road being a line bearing by compass north four degrees east three chains and eighty links (more or less) on the north by part of Thomas Jones's thirty acres grant being a line bearing west twenty degrees north four chains and seventy-three links
- 10 (more or less) on the west by lot sixteen being a line bearing by compass south-westerly twenty-eight degrees west five chains seventy links (more or less) And on the south by a roadway of forty links being a line bearing by compass east four degrees south six chains and sixty links (more or less) to the commencing point being more particularly shown and delineated as lot fifteen in the said plan and which said last-mentioned pieces
- 15 or parcels of land were conveyed to James Bean by a certain indenture of appointment and release bearing date the twenty-first day of February one thousand eight hundred and fifty-four and made between Augustus Hayward therein described of the one part and the said James Bean therein also described of the other part Registered twenty-second day of February one thousand eight hundred and fifty-four number seven hundred
- 20 and seventy-seven book thirty Also all that other piece or parcel of land containing by admeasurement five acres one rood and twenty-four perches (more or less) situate near Bedlam Ferry parish of Hunter's Hill county of Cumberland and Colony aforesaid Commencing at the north-east angle of Johnson's forty acres grant being bounded on the south-west by that grant being a line bearing west forty degrees north seven chains
- 25 fifteen links (more or less) thence by a line bearing north fourteen degrees west five chains and seventy-eight links (more or less) thence by a line bearing north seventy-six degrees thirty minutes seven chains and seventy links (more or less) thence by a line bearing south four degrees west eleven chains and twenty-nine links to the commencing point being part of Sarah Morpheus (alias Bennett's) grant And which said last-
- 30 mentioned piece or parcel of land was conveyed to the said James Bean by a certain indenture of release bearing date fourth day of November one thousand eight hundred and fifty-five made between William Norris on the first part Mary Ann Cheap of the second part and the said James Bean of the third part registered fourth December one thousand eight hundred and fifty-five Also all that piece or parcel of
- 35 land containing by admeasurement one acre and one rood be the same more or less situate lying and being in the parish of Hunter's Hill at Bedlam Point in the county of Cumberland and Colony aforesaid being a portion of sixty acres of land granted by deed roll of grant bearing date the thirteenth day of May one thousand eight hundred and forty-four to James Devlin and Thomas Stubbs in trust for Robert Batman Commencing at the north-
- 40 west angle of lot seventeen being bounded on the north-west by a reserved road bearing south twenty-eight degrees west two chains seventy-eight links thence on the south-west by a line bearing east twenty-eight degrees south four chains fifty links thence on the east by a line bearing north twenty-eight degrees east two chains seventy-eight links to a reserved road and thence on the north by that road bearing
- 45 west twenty-eight degrees north four chains fifty links to the point of commencement and which said piece or parcel of land is part of lot seventeen of the sub-division into allotments of Sarah Morpheus Grant Also all that piece or parcel of land situate and lying near Bedlam Ferry in the parish of Hunter's Hill in the county of Cumberland and Colony aforesaid containing by admeasurement two acres (more or less) Commencing
- 50 at a large stump being the north angle of Johnson's Grant bounded on the south-west by the said grant being a line bearing east forty degrees south four chains and ninety links (more or less) thence by a line bearing north fourteen degrees west five chains and seventy-eight links (more or less) thence by a line bearing west fourteen degrees south five chains (more or less) thence by a line bearing south forty degrees west two chains
- 55 and sixty links (more or less) thence by a line bearing east forty degrees south two chains and seventy links (more or less) by a line bearing north forty degrees east three chains and twenty-two links (more or less) formerly in possession of Robert Batman which said piece of land is part and parcel of twenty acres two roods and twenty-four perches of land which were conveyed to Robert Batman by deed dated eleventh February
- 60 one thousand eight hundred and forty-five registered No. nine hundred and forty-seven book eight Also all those seven acres of land situated at Kissing Point parish of Hunter's Hill colony of New South Wales bounded on the west by Mills' purchased land Commencing at the southern corner thereof on the north side of a Government road by a fenced line bearing north easterly eighteen chains thirty-one
- 65 links on the north of Hatton's land by a fenced line bearing south easterly three chains eighty-one links on the east by Stanley's land by a line bearing south easterly eighteen chains forty-five links to the Government road aforesaid and on the south by the north of the said Government road by a line bearing north westerly three chains eighty-two links to the point of commencement The said seven acres of land forming part of
- 70 Hawkes's grant of fifty acres and being a portion of the land comprised in the herein-before recited indenture of mortgage of fifth day of April one thousand eight hundred and fifty-eight Also all that piece or parcel of land containing by estimation five acres and two perches situated lying and being in the parish county and Colony aforesaid Commencing on the western side of a Government road at a point eleven chains

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chains forty-three links from the eastern corner of Richard Hawkes's grant of fifty acres and bounded on the north by a portion of the said grant by a fenced line bearing north-westerly ten chains eighty links on the west by a line bearing south thirty degrees west four chains sixty-six links on the south by a line bearing east thirty-one degrees fifty-five minutes south ten chains seventy-two links on the east by the said Government road bearing north thirty-one degrees fifteen minutes east four chains sixty-six links to the point of commencement and which said pieces or parcels of land were granted by His Excellency Arthur Phillip Esq. Captain General Governor &c. of the Colony of New South Wales by deed poll dated tenth day of July one thousand seven hundred and ninety-two.

[6d.]

Sydney : Thomas Richards, Government Printer.—1888.