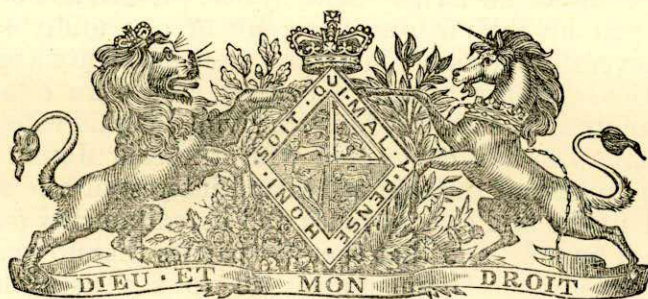


# New South Wales.



ANNO QUINQUAGESIMO SEXTO

## VICTORIÆ REGINÆ.

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An Act to enable the trustees for the time being of a certain settlement made by William Lee and Maria Brady, and dated the twelfth day of June, one thousand eight hundred and sixty-one, to effect sales, mortgages, leases, and exchanges of the lands and hereditaments comprised in or subject to the trusts of the said settlement. [Assented to, 7th June, 1893.]

**W**HEREAS by an indenture dated the twenty-seventh day of Preamble.  
October, one thousand eight hundred and forty-three, and made between William Lee therein described of the first part, Mary, the wife of the said William Lee, of the second part, John Dargin and Thomas Kite of the third part, and James William Bligh of the fourth part for the considerations therein expressed, the several parcels of land and hereditaments particularly described in the First Schedule hereto were (*inter alia*) released and confirmed unto and to the use of the said John Dargin and Thomas Kite, their heirs and assigns, upon trust when and so soon as Maria Brady and Elizabeth Lord (then Maria Lee and Elizabeth Lee) should severally and respectively attain the age of twenty-one years or marry (events which have happened), as to one moiety or half part of the said lands and hereditaments for the said Maria Brady, her heirs and assigns, and as to the other moiety for the said Elizabeth Lord, her heirs and assigns; and to convey and assure the same to the said Maria Brady and Elizabeth Lord, their heirs and assigns respectively, as tenants in common: And whereas by an indenture dated the fifth day of April, one thousand eight hundred and sixty-one, and made between James Brady of the first  
A part,

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part, the said Maria Brady of the second part, the said William Lee of the third part, and the said John Dargin and Thomas Kite of the fourth part, after reciting the hereinbefore recited indenture of the twenty-seventh day of October, one thousand eight hundred and forty-three, and that the said Mary Lee was then living, and that the said Maria Lee was then the wife of the said James Brady, and had issue by the said James Brady; and that the said Elizabeth Lee was then the wife of the said George William Lord (in the said indenture called George Lord), and had issue by the said George William Lord; and that the said James Brady was, by virtue of his said marriage with the said Maria Lee and of his having issue by her, entitled during the joint lives of him and his said wife to the rents of one undivided moiety of the said several parcels of land and hereditaments (particularly described in the said First Schedule hereto), and to an estate for life in the said moiety in the event of his surviving his said wife; and that the said William Lee had contracted with the said James Brady for the absolute purchase of the said estate and interest of the said James Brady of and in the said several lands and hereditaments for the sum of five hundred pounds, and that the said parties thereto were desirous of having the said hereditaments settled to the uses thereafter declared, it was witnessed that in pursuance of such desire and in consideration of the natural love and affection which the said William Lee had and bore to his said daughter Maria Brady, and in consideration of five hundred pounds to the said James Brady, paid by the said William Lee, the said James Brady, at the request of and by the direction of the said William Lee, did surrender and yield up unto the said John Dargin and Thomas Kite, their heirs and assigns, and did also direct and appoint; and the said Maria Brady did direct and appoint according to their several and respective estates, rights, and interests therein the one undivided moiety of her the said Maria Brady of and in the said lands in the First Schedule hereto particularly described unto the said John Dargin and Thomas Kite, their heirs and assigns, to such uses, upon such trusts, and for such ends, intents, and purposes as the said Maria Brady should by any deed, or by her last will and testament, and notwithstanding coverture, direct, limit, or appoint, and for want of and until such direction, limitation, or appointment, or so far as the same should not extend in trust for the said Maria Brady during her life to her sole and separate use, and free from the debts, control, interference, or engagements of her then present or any future husband: And whereas the estate of the said James Brady was by an order of the Supreme Court of New South Wales, bearing date the first day of June, one thousand eight hundred and sixty-one, duly placed under sequestration according to law, and Frederick William Perry was duly appointed the official assignee of the said insolvent estate: And whereas by an indenture, dated the twelfth day of June, one thousand eight hundred and sixty-one, and made between the said William Lee of the first part, the said John Dargin and Thomas Kite of the second part, the said John Lee and George Lee of the third part, and the said Maria Brady of the fourth part. It is witnessed that for the considerations therein expressed the said Maria Brady, in pursuance and performance of the power of appointment to her given and limited by the said recited indenture of the fifth day of April, one thousand eight hundred and sixty-one, did appoint, and the said John Dargin and Thomas Kite did release unto the said John Lee and George Lee, their heirs and assigns, the said moiety to which she, the said Maria Brady, was so entitled under the said recited indentures of the twenty-seventh day of October, one thousand eight hundred and forty-three, and the fifth day of April, one thousand eight hundred and sixty-one, as aforesaid, to hold the

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same unto the said John Lee and George Lee, their heirs and assigns, to the use of the said Maria Brady during the term of her natural life without impeachment of waste, and to her sole and separate use, apart from her then present or any future husband, but so that the said Maria Brady should not in anywise sell or mortgage, charge, or incumber the said hereditaments by way of anticipation or otherwise, and from and immediately after her decease to the use of Adelaide Jane Brady, Albert Henry Brady, Emily Sophia Brady, and Edric Hubert Brady, therein called Edward Herbert Brady, and every other child of the said Maria Brady born in lawful wedlock, their heirs and assigns, as tenants in common: And whereas by the said indenture dated the twelfth day of June, one thousand eight hundred and sixty-one, after reciting (*inter alia*) that by virtue of an indenture dated the eleventh day of July, one thousand eight hundred and forty-two, and made between Robert Smith of the first part, Robert Robertson of the second part, the said William Lee of the third part, and Gilbert Wright of the fourth part, the land and hereditaments described in the Second Schedule hereto were, for the considerations therein mentioned, granted, released, and conveyed unto the said William Lee and his heirs to hold the same unto the said William Lee and his heirs nevertheless to such uses and for such estate or estates, and in such manner as the said William Lee should at any time or from time to time by any deed or deeds direct or appoint. It is further witnessed that for the considerations therein mentioned, the said William Lee did in pursuance of the power of appointment to him given and limited as aforesaid, and of every other power or authority in anywise enabling him in this behalf, appoint that the said lands and hereditaments described in the said Second Schedule hereto should go, remain, and be to the uses upon the trusts and in manner thereinafter mentioned and declared concerning the same; and the said William Lee for the considerations aforesaid by way of further and collateral assurance granted, released, and confirmed unto the said John Lee and George Lee and their heirs, the said last-mentioned land and hereditaments to have and to hold the same to the uses and upon the trusts lastly hereinbefore declared and expressed concerning the aforesaid moiety of the said land and hereditaments described in the said First Schedule hereto: And whereas by an order of the Supreme Court of New South Wales bearing date the ninth day of February, one thousand eight hundred and sixty-three, the said Frederick William Perry was removed from the office of official assignee of the said estate of the said James Brady, and Robert Hamilton Sempill was appointed to be the official assignee thereof in his stead: And whereas by decree of the said Supreme Court, made on the tenth day of November, one thousand eight hundred and sixty-five, in a certain suit in equity, wherein the said Robert Hamilton Sempill was plaintiff and the said William Lee, James Brady, and Maria Brady, John Dargin, Thomas Kite, George Lee, and John Lee were defendants, and on appeal from a certain decree made in the same cause on the second day of March then last by His Honor Mr. Justice Milford, the Primary Judge, it was (amongst other things) declared that the said recited indentures of the fifth day of April and the twelfth day of June, one thousand eight hundred and sixty-one, so far as the same related to the said parcels of land and hereditaments in the First Schedule hereto particularly described were and each of them was void as against the creditors of the said James Brady, and also against the plaintiff as such official assignee of the estate and effects of the said James Brady: And whereas the said William Lee duly made and published his last will, dated on or about the second day of November, one thousand eight

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eight hundred and sixty-eight, whereby he appointed the said Thomas Lee, John Lee, and George Lee, trustees and executors, to whom he gave and bequeathed his personal estate upon trust, amongst other things to set apart and to invest in Government securities in New South Wales or Queensland, or upon mortgage of freehold estate or on real securities in New South Wales three several sums of two thousand five hundred pounds, one thousand pounds, and one thousand pounds, with power from time to time to vary the investments thereof for others of a like nature, and as to the said sum of two thousand five hundred pounds, and the funds and securities upon which the same should be invested, he declared that his said trustees or trustee for the time being should pay the dividends or annual produce thereof into the proper hands of his daughter, Mary Jane Austin, for and during the term of her natural life for her sole and separate use, apart from any husband, and so that her receipts alone should notwithstanding coverture be sufficient discharges for such dividends and annual proceeds, and from and immediately after the decease of his said daughter, Mary Jane Austin, he declared that his said trustees or trustee for the time being should stand possessed of the said last-mentioned trust fund of two thousand five hundred pounds and the securities thereof to such uses upon such trusts, and for such ends, intents, and purposes as his said daughter, Mary Jane Austin, should, notwithstanding coverture by deed or will, or any codicil or codicils to a will direct or appoint, and in default of such direction or appointment to the lawful issue of the said Mary Jane Austin, such issue, if more than one, to take in equal shares as tenants in common *per stirpes* and not *per capita*; and in case there should be no issue of the said Mary Jane Austin living at the time of her decease, then that the said trust fund of two thousand five hundred pounds and the securities thereof should be held in trust for his other daughters, the said Maria Brady and Elizabeth Lord, and their issue lawfully begotten, who should be living at the time of the decease without issue of his said daughter, Mary Jane Austin, share and share alike, as tenants in common, and as to the two several trust funds of one thousand pounds and one thousand pounds and the securities thereof, he declared that one of such last-mentioned trust funds should be upon the like trusts for his said daughter, Maria Brady, and her issue, and the other of them upon the like trusts for his said daughter, Elizabeth Lord, and her issue as were thereinbefore declared in favour of his said daughter, Mary Jane Austin, and her issue, with reference to the said sum of two thousand five hundred pounds and the securities thereof; and that in case his said two daughters, Maria Brady and Elizabeth Lord, or either of them should die without leaving lawful issue living at the time of their or her decease, the fund to which such issue would have been entitled, if then living, should go to his surviving daughters and their issue, or such of them as should be living at the time of the decease without issue of his said two last-mentioned daughters or either of them; and the testator thereby declared that all females entitled under his will to any estates, real or personal, should enjoy the same to their respective separate use apart from their husbands, and free from the debts, control, interference, or engagements of such husbands: And whereas the said William Lee died on or about the eighteenth day of November, one thousand eight hundred and seventy, without having revoked or altered his said will, save by a codicil bearing date the fourteenth day of July, one thousand eight hundred and seventy, which did not in any wise affect those portions of the will which are hereinbefore recited, and the said will was on or about the thirtieth day of December, one thousand eight hundred and seventy, duly proved by the said Thomas Lee, John Lee, and

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and George Lee, as such executors as aforesaid in the Supreme Court of New South Wales: And whereas by an indenture, dated the eleventh day of August, one thousand eight hundred and seventy-one, and made between the said Robert Hamilton Sempill, official assignee of the estate of the said James Brady of the first part, the said George William Lord of the second part, and the said John Lee and George Lee of the third part, in consideration of five hundred pounds to the said Robert Hamilton Sempill paid by the said George William Lord, the said Robert Hamilton Sempill as such official assignee as aforesaid, did release and assign unto the said George William Lord, his heirs, executors, administrators, and assigns, all the estate, right, title, interest, benefit, claim, and demand whatsoever, both at law and in equity, of him the said Robert Hamilton Sempill as such official assignee as aforesaid or otherwise, howsoever, of, in, and to the one equal undivided moiety or half part, and other the share and interest formerly of the said Maria Brady, of, in, to, out of and upon the several pieces or parcels of land and hereditaments comprised and described in the First Schedule hereto, and, of, in, and to the rents, issues, and profits thereof accrued since the fifteenth day of April, one thousand eight hundred and seventy, and thereafter to accrue due, whether acquired under and by virtue of the hereinbefore recited decree or otherwise, howsoever, together with all right of suit in connection therewith to hold the same with the appurtenances unto, and to the use of the said George William Lord, his heirs, executors, administrators, and assigns, according to the several natures and tenures thereof respectfully upon trust in the first place to secure to the said George William Lord, his executors, administrators, and assigns, the repayment by the said Maria Brady, her executors and administrators, out of her separate estate, on demand of the sum of five hundred pounds so paid by him for the purchase of the said right and interest as aforesaid, together with interest as therein mentioned, and subject thereto upon trust for the said John Lee and George Lee, their heirs and assigns, to be held by them upon the trusts, declared in and by the hereinbefore recited indenture of the twelfth day of June, one thousand eight hundred and sixty-one, or such and so many thereof as should or might be then subsisting, undetermined and capable of taking effect, and to the intent that the same might merge in the estate, right, title, and interest thereby vested in the said John Lee and George Lee, their heirs and assigns, or intended so to be in such and the same manner as if the said suit had never been instituted, and the cause of the said suit had never arisen: And whereas by an indenture bearing date the twenty-fourth day of June, one thousand eight hundred and seventy-two, and made between the said George William Lord of the first part, the said Maria Brady of the second part, the said John Lee and George Lee of the third part, and the said Thomas Lee, John Lee, and George Lee of the fourth part, in consideration of five hundred pounds to the said George William Lord, paid by the said Thomas Lee, John Lee, and George Lee, the trustees of the will of the said William Lee, deceased; out of the said sum of one thousand pounds so bequeathed in trust for the said Maria Brady and her issue, the said George William Lord, so far as he lawfully could or might, at the request and by the direction of the said Maria Brady, John Lee, and George Lee, did grant and release unto the said John Lee and George Lee, all that the estate and interest of him the said George William Lord, under or by virtue of the said recited indenture of the eleventh day of August, one thousand eight hundred and seventy-one, of, and in the said several parcels of land and hereditaments comprised and described in the said First Schedule hereto, to hold the same unto and to the use of the said John Lee and George Lee, their executors, administrators, and

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and assigns, upon trust in the first place to secure to the said Thomas Lee, John Lee, and George Lee, as such trustees of the will of the said William Lee deceased, as aforesaid, the repayment by the said Maria Brady, her executors or administrators, out of her separate estate on demand of the amount then due and owing to the said George William Lord, his executors, administrators, and assigns, in respect of the said sum of five hundred pounds so secured to him by virtue of the said recited indenture, of the eleventh day of August, one thousand eight hundred and seventy-one, as aforesaid, together with interest thereon, and payable at the times and in manner therein mentioned, and upon due payment thereof then upon trust for the said John Lee and George Lee, their heirs and assigns, to be held by them upon the trusts, and to, and for the ends, intents, and purposes declared in and by the said therein and hereinbefore recited indentures, of the twelfth day of June, one thousand eight hundred and sixty-one, and the eleventh day of August, one thousand eight hundred and seventy-one, or such of the same trusts as should be then subsisting, undetermined, and capable of taking effect. And whereas by articles of agreement made the eighth day of September, one thousand eight hundred and seventy-three, between the said George William Lord of the first part, the said Maria Brady, Adelaide Jane Brady, Albert Henry Brady, Emily Sophia Brady, and Edric Hubert Brady (being the four and only children of the said Maria Brady) of the second part, Robert Speirs Austin and Mary Jane, his wife, of the third part, the said John Lee and George Lee of the fourth part, and the said Thomas Lee, John Lee, and George Lee of the fifth part. It was mutually agreed and declared by and between the several persons, parties thereto (*inter alia*) that the lands and hereditaments described in the Third Schedule hereto should be vested in the said John Lee and George Lee, their heirs and assigns, upon the same trusts and to and for the same uses, ends, intents, and purposes, as were then subsisting with respect to the said undivided moiety of the said Maria Brady in the lands described in the said First Schedule hereto so far as the same were then subsisting and capable of taking effect, freed and discharged from all right, title, part share, interest, claim, and demand of the said Elizabeth Lord and of the said George William Lord in right of the said Elizabeth Lord, his wife, his and her heirs, executors, administrators, and assigns therein or thereto. And whereas by an Act of the Legislature, intituled "Lee's Partition and Sale Act of 1873" it was (*inter alia*) enacted that the land and hereditaments specified in the Third Schedule to the aforesaid articles of agreement (being the lands and hereditaments described in the said Third Schedule hereto) should as from the day of the date thereof be and remain vested in the said John Lee and George Lee, their heirs and assigns, to the uses and upon the trusts declared or referred to in and by the hereinbefore recited operative clause of the said articles of agreement, and freed and discharged as therein expressed. And whereas the said indenture of the twelfth day of June, one thousand eight hundred and sixty-one, does not give to the trustees or trustee thereof, or to any other person, any power during the lifetime of the said Maria Brady to sell, mortgage, demise, or exchange any of the lands and hereditaments comprised in or subject to the said indenture, being the lands described in the said Second and Third Schedules hereto. And whereas it is impossible, without the assistance of Parliament, to sell, mortgage, demise, or exchange the said lands and hereditaments. And whereas in consequence of such impossibility, a very large portion of the said lands and hereditaments is and remains unimproved and almost unproductive of income, and certain buildings on the said lands and hereditaments have become and are becoming dilapidated and almost unproductive

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unproductive and of small and decreasing value. And whereas it is expedient, and would be for the benefit of all parties interested in the said lands and hereditaments, that powers to sell, mortgage, lease, and exchange the same should be conferred on the trustees or trustee for the time being of the said indenture of the twelfth day of June, one thousand eight hundred and sixty-one, for the benefit of the persons interested under the said indenture, and that the proceeds of the sale of such of the said lands and hereditaments as shall, from time to time, be sold and the rents and profits arising from the lease of such of the said lands and hereditaments as shall, from time to time, be leased should be held in trust for, and the moneys raised by mortgage of such of the said lands and hereditaments as shall from time to time be mortgaged, should be applied towards the improvement of the property for the benefit of, and the moneys received by way of equality of exchange should be held in trust for the persons respectively entitled under the said indenture, to the lands and hereditaments so sold, demised, mortgaged, or exchanged: 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 Lee and George Lee, or other the Trustees or Trustee for the time being, of the said indenture of the twelfth day of June, one thousand eight hundred and sixty-one (such persons being hereinafter designated "the said trustees or trustee"), to sell and absolutely dispose of all and singular the said lands and hereditaments mentioned and described in the said Second and Third Schedules to this Act or any of them, or any part of the same lands and hereditaments, either by public auction or private contract, either in one or in more lot or lots, and in such manner generally, and upon and subject to such terms and conditions as the said trustees or trustee shall deem expedient, with power to buy in the said lands and hereditaments, or any of them, or any part thereof, at any sale by auction, and to rescind or vary any contract for sale, either on terms or gratuitously, and to re-sell without being responsible for any loss occasioned thereby, and upon any sale or sales, to convey the land so sold to the purchaser or purchasers thereof, his, her, or their heirs and assigns, or as such purchaser or purchasers may direct, freed and discharged from all trusts affecting the same, and the receipts in writing of the said trustees or trustee for the purchase money of any lands and hereditaments so sold shall be full and sufficient discharges to any purchasers from the same, and from being bound to see to the application of the same, and from any liability for the loss, non-application or misapplication of the same or of any part thereof.

Trustees empowered  
to sell and convey.

2. It shall be lawful for the said trustees or trustee 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, and generally as the said trustees or trustee 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: Provided, further, that in the event of any such security being taken the vendor's lien for the said purchase money, and every part thereof, shall not be thereby affected or lost.

Power to give credit  
to purchasers.

3. It shall be lawful for the said trustees or trustee, from time to time, by the consent of the said Maria Brady, for the purpose of raising any sum or sums of money which in their or his opinion it may be desirable to borrow, for the purpose of erecting any buildings, or repairing

Power to borrow  
money for building,  
&c.

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repairing or rebuilding any existing buildings upon, or otherwise improving any part or parts of the lands and hereditaments mentioned and described in the said Second and Third Schedules to this Act, to execute any mortgage or mortgages in fee or for any term or terms of years of such part or parts of the said lands and hereditaments, with power of sale and all other usual powers, provisions, and covenants: Provided that no person who shall advance money upon the security of any mortgage purporting to be made under the power hereby given, shall be bound to inquire as to the advisability or propriety of the raising of such money, or as to the application of such money when raised and advanced, and the receipt of the said trustees or trustee for the moneys so advanced shall effectually discharge the person advancing the same from any liability in respect of the misapplication or non-application thereof.

Power to grant leases.

4. It shall be lawful for the said trustees or trustee from time to time by deed or writing to demise and lease all or any part of the said lands and hereditaments to any person or persons for any term of years not exceeding twenty-one years to take effect in possession at the best yearly rent that can be reasonably obtained for the same without any fine, premium, or foregift. And also from time to time by deed to demise and lease any part of the said lands and hereditaments to any person or persons who shall covenant to improve the same by repairing any building or buildings now standing or which shall hereafter be standing on any part of the land thereby leased, or by erecting and building any house or houses, building or buildings on such land or any part thereof, or by otherwise expending in improvement such moneys as shall be deemed by the said trustees or trustee adequate to the interest to be parted with, but so that every lease under this last-mentioned power shall be for a term not exceeding fifty years to take effect in possession or within one year from the date thereof, and shall be at such rent as the said trustees or trustee shall, having regard to the terms and conditions of such lease think reasonable and proper, so, however, that nothing be taken by way of fine, premium or foregift: Provided that every indenture of lease made under the provisions of this section shall contain a covenant by the lessee to pay the rent thereby reserved and for insurance against fire of any building erected or to be erected on the land thereby demised, and also a condition of re-entry on non-payment of rent within a time to be therein specified, and so also that a counterpart of such lease be executed by the lessee. Any lessee paying any rent reserved by any such lease to the said trustees or trustee shall not be bound to see to the application thereof, and shall be free from any liability for the non-application or misapplication of the same or any part thereof.

5. It shall be lawful for the said trustees or trustee from time to time to exchange for other lands or hereditaments all or any of the said lands and hereditaments mentioned and described in the said Second and Third Schedules to this Act, and to give or receive any money for equality of exchange.

Trusts of unsold land and of purchase money.

6. The said trustees or trustee shall stand seized and possessed of the said lands and hereditaments or of such portion thereof as may from time to time remain unsold, subject to any leases granted and to any other estates, rights or interests created under the authority of this Act upon the trusts and subject to the trusts and provisions in the said respective indentures of the twelfth day of June, one thousand eight hundred and sixty-one, the eleventh day of August, one thousand eight hundred and seventy-one, and the twenty-fourth day of June, one thousand eight hundred and seventy-two; expressed and declared concerning the same respectively so far as the said trusts and provisions are subsisting. And from and after the sale or exchange of any portion of the said lands and hereditaments shall stand possessed of the



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the moneys arising from such sale or received by way of equality of exchange upon trust in the first place to pay all costs and expenses of and incidental to the procuring and passing this Act, and also of all deeds, instruments, acts, dealings and proceedings subsequently to the passing of this Act, executed, signed, done or undertaken for the purpose of enabling the said trustees or trustee to carry out advantageously any sale or exchange hereby authorised. And in the next place to pay and satisfy all costs, charges, and expenses incurred in and about the said sale or exchange. And after such payment as aforesaid upon trust to hold the net surplus of such moneys upon trust to invest the same in any debentures or Government securities of any kind of any of the Colonies of New South Wales, Victoria, or Queensland, or upon freehold securities in the said Colony of New South Wales, or upon deposit at interest in any bank carrying on business in the said last-mentioned Colony with power from time to time and at any time to vary or transpose any such investment or security into or for any other investment or security of the kind hereby authorised.

7. The said trustees or trustee shall stand possessed of such investments and securities and the net dividends, income, and annual produce arising therefrom, and also of the net rents arising from and payable under any lease made under the authority of this Act. Upon such trusts, and with and subject to such powers, provisions, and declarations as shall as nearly correspond with the uses, trusts, provisions, and declarations in the said indentures of the twelfth day of June, one thousand eight hundred and sixty-one, the eleventh day of August, one thousand eight hundred and seventy-one, and the twenty-fourth day of June, one thousand eight hundred and seventy-two, expressed and contained concerning the said lands and hereditaments, or any part or parts thereof respectively, or such of them as shall be subsisting or capable of taking effect as the different nature and quality of the premises and the rules of law and equity will permit: Provided that it shall be lawful for the said trustees or trustee to apply the whole or any part of the rents and profits of any portion or portions of the said lands and hereditaments in the said Second and Third Schedules to this Act mentioned and described in or towards payment of the interest from time to time due or owing on the security of any mortgage or mortgages executed under the powers herein contained.

8. It shall be lawful for the said trustees or trustee to make and alter, and concur in the making and altering of any roads, streets, or ways on and over any part or parts of the said lands and hereditaments. And also to erect, make, and carry out, and concur in the erecting, making, and carrying-out of any walls, sewers, drains, water-courses, or other works which may, in the discretion of the said trustees or trustee, conduce to the better laying-out, improving, or selling of the said lands and hereditaments, or the convenience and enjoyment of those persons who shall have purchased, or shall purchase, any part thereof. The costs of any such works on the part of the said trustees or trustee, or their or his proportion of any costs for such works, and any costs and expenses of and incidental to the bringing of the said lands and hereditaments, or any part thereof, under the provisions of the Real Property Act (which the said trustees or trustee are or is hereby authorised to incur) may be deducted and retained by them or him in the same way they or he are or is hereby authorised to deduct and retain the costs and expenses of and incidental to sales or exchanges hereunder. For any of the purposes of this section the said trustees or trustee may reserve and dedicate either absolutely or upon any conditions any part or parts of the said lands and hereditaments.

9. This Act may be cited as the "Lee and Brady Settlement Act of 1893."

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## SCHEDULES.

## THE FIRST SCHEDULE.

All that piece or parcel of land containing by admeasurement one rood and twenty-four perches, in the town, parish, and county of Bathurst, allotment number seven of section number two, bounded on the south-west by allotment number six south forty-eight and a half degrees east two chains: Commencing at the gaol and court house reserve on the south-east by William-street north forty-one and a half degrees east two chains; on the north-east by allotment number eight, north forty-eight and a half degrees west two chains to the gaol and court house reserve, and on the north-west by the reserve south forty-one and a half degrees west two chains,—being the allotment sold as lot twelve in pursuance of the advertisement of the sixth day of January, one thousand eight hundred and thirty-four. Also all that parcel of land containing by admeasurement two roods (more or less), and situate in the town, parish, and county aforesaid, being allotment number nineteen of section number two, bounded on the south-east by a line bearing south forty-one and a half degrees west: Commencing at the south corner of allotment number fourteen, five chains; on the south-west by a line north forty-eight and a half degrees west one chain; on the north-west by a line north forty-one and a half degrees east five chains; and on the north-east by a line south forty-eight and a half degrees east one chain, being the allotment sold as lot sixty-three in pursuance of advertisement of the thirteenth day of November, one thousand eight hundred and thirty-four. Also all that parcel of land containing by admeasurement two roods, and situated in the town, parish, and county aforesaid, being allotment number twenty of section number two, bounded on the south-east by a line south forty-one and a half degrees west: Commencing at the south corner of allotment number thirteen, five chains; on the south-west by a line north forty-eight and a half degrees west one chain; on the north-west by a line north forty-one and a half degrees east five chains; and on the north-east by a line south forty-eight and a half degrees east one chain,—being the allotment sold as lot sixty-four in pursuance of advertisement of thirteenth day of November, one thousand eight hundred and thirty-four. Also all that parcel of land containing by admeasurement two roods, and situate in the town, parish, and county aforesaid, allotment number twenty-one of section number two, bounded on the south-east by a line south forty-one and a half degrees west: Commencing at the south corner of allotment number twelve, five chains; on the south-west by a line north forty-eight and a half degrees west one chain; on the north-west by a line north forty-one and a half degrees east five chains; and on the north-east by a line south forty-eight and a half degrees east one chain,—being the allotment sold as lot sixty-five in pursuance of advertisement of thirteenth day of November, one thousand eight hundred and thirty-four. Also all that parcel of land containing by admeasurement two roods, and situated in the town, parish, and county aforesaid, being allotment number twenty-two of section number two, bounded on the south-east by a line south forty-one and a half degrees west five chains; on the south-west by a line north forty-eight and a half degrees west one chain; on the north-west by a line north forty-one and a half degrees east five chains; and on the north-east by a line south forty-eight and a half degrees east one chain,—being the allotment sold as lot sixty-six in pursuance of advertisement of thirteenth day of November, one thousand eight hundred and thirty-four. Also all that parcel of land containing by admeasurement one rood and twenty-four perches, situated in the town, parish, and county aforesaid, being allotment number six of section number two, bounded on the south-west by Howick-street south forty-eight and a half degrees east two chains: Commencing at the corner of the gaol and court house reserve on the south-east by William-street north forty-one and a half degrees east two chains; on the north-east by allotment number seven, north forty-eight and a half degrees west two chains to the gaol and court house reserve; and on the north-west by that reserve south forty-one and a half degrees west two chains,—being the allotment sold as lot eleven in pursuance of advertisement of sixth day of January, one thousand eight hundred and thirty-four. And also all those messuages or tenements, shops, stores, and buildings erected on the said six allotments or parcels of land hereinbefore particularly described or upon some or one of them, and which said six several allotments or parcels of land were conveyed to the said William Lee by indentures of lease and release bearing date respectively the thirty-first day of August and first day of September, one thousand eight hundred and forty, and made between John Liscombe of the first part, the said William Lee of the second part, John Betts, Thomas Burdekin, and Edye Manning of the third part, the said William Lee of the fourth part, and Gilbert Wright of the fifth part, and by indentures of lease and release bearing date respectively the fifth and sixth days of June, one thousand eight hundred and forty-one, and made between George Rankin, Robert Smith, David Maxwell Irving, George Busby, James Garnett Ewer, and John Liscombe of the first part, the said George Busby, John Liscombe, James Garnett Ewer, and James Byrne Richards, Henry Perrier, and John Street of the second part, the said William Lee of the third part, and Gilbert Wright of the fourth part.

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*Lee and Brady Settlement.*

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## THE SECOND SCHEDULE.

All that piece or parcel of land containing by admeasurement two roods, and situated in the town, parish, and county of Bathurst, being allotment number eight of section number eight, bounded on the north-east by a line north forty-eight and a half degrees west: Commencing at the south corner of allotment number seven, five chains; on the north-west by a line south forty-one and a half degrees west one chain; on the south-west by a line south forty-eight and a half degrees east five chains; and on the south-east by a line north forty-one and a half degrees east one chain; and also all that messuage or tenement erected thereon.

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THE THIRD SCHEDULE.

All that piece or parcel of land situate and lying in the parish of Bathurst, in the county of Bathurst, and Colony of New South Wales, and be the hereinafter mentioned dimensions all more or less: Commencing at the intersection of William-street with Howick-street; and bounded on the south-east by William-street bearing north forty-one degrees thirty minutes east one hundred and nineteen feet three inches; on the north-east by a line bearing west forty-one degrees thirty minutes north one hundred and thirty-two feet eleven inches to a lane sixteen feet wide; on the north-west by that lane bearing south forty-one degrees thirty minutes west one hundred and nineteen feet three inches; and on the south-west by Howick-street bearing east forty-one degrees thirty minutes south one hundred and thirty-two feet eleven inches to the point of commencement, together with the right to the use as heretofore enjoyed of all rights of way, roads, lanes, and streets laid out or existing on, near, or contiguous to the said land and hereditaments.

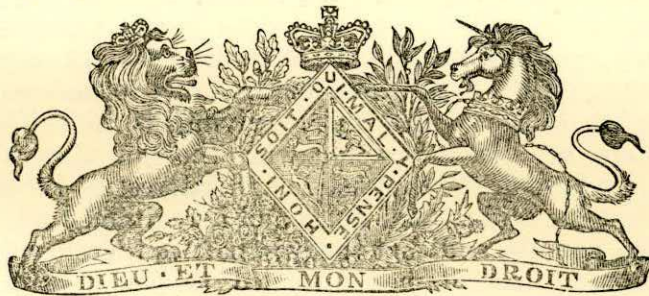
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By Authority: CHARLES POTTER, Government Printer, Sydney, 1893.

[9d.]



# New South Wales.



ANNO QUINQUAGESIMO SEXTO

## VICTORIÆ REGINÆ.

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An Act to enable the trustees for the time being of a certain settlement made by William Lee and Maria Brady, and dated the twelfth day of June, one thousand eight hundred and sixty-one, to effect sales, mortgages, leases, and exchanges of the lands and hereditaments comprised in or subject to the trusts of the said settlement. [Assented to, 7th June, 1893.]

**W**HEREAS by an indenture dated the twenty-seventh day of <sup>Preamble.</sup> October, one thousand eight hundred and forty-three, and made between William Lee therein described of the first part, Mary, the wife of the said William Lee, of the second part, John Dargin and Thomas Kite of the third part, and James William Bligh of the fourth part for the considerations therein expressed, the several parcels of land and hereditaments particularly described in the First Schedule hereto were (*inter alia*) released and confirmed unto and to the use of the said John Dargin and Thomas Kite, their heirs and assigns, upon trust when and so soon as Maria Brady and Elizabeth Lord (then Maria Lee and Elizabeth Lee) should severally and respectively attain the age of twenty-one years or marry (events which have happened), as to one moiety or half part of the said lands and hereditaments for the said Maria Brady, her heirs and assigns, and as to the other moiety for the said Elizabeth Lord, her heirs and assigns; and to convey and assure the same to the said Maria Brady and Elizabeth Lord, their heirs and assigns respectively, as tenants in common: And whereas by an indenture dated the fifth day of April, one thousand eight hundred and sixty-one, and made between James Brady of the first  
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*Lee and Brady Settlement.*

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part, the said Maria Brady of the second part, the said William Lee of the third part, and the said John Dargin and Thomas Kite of the fourth part, after reciting the hereinbefore recited indenture of the twenty-seventh day of October, one thousand eight hundred and forty-three, and that the said Mary Lee was then living, and that the said Maria Lee was then the wife of the said James Brady, and had issue by the said James Brady; and that the said Elizabeth Lee was then the wife of the said George William Lord (in the said indenture called George Lord), and had issue by the said George William Lord; and that the said James Brady was, by virtue of his said marriage with the said Maria Lee and of his having issue by her, entitled during the joint lives of him and his said wife to the rents of one undivided moiety of the said several parcels of land and hereditaments (particularly described in the said First Schedule hereto), and to an estate for life in the said moiety in the event of his surviving his said wife; and that the said William Lee had contracted with the said James Brady for the absolute purchase of the said estate and interest of the said James Brady of and in the said several lands and hereditaments for the sum of five hundred pounds, and that the said parties thereto were desirous of having the said hereditaments settled to the uses thereafter declared, it was witnessed that in pursuance of such desire and in consideration of the natural love and affection which the said William Lee had and bore to his said daughter Maria Brady, and in consideration of five hundred pounds to the said James Brady, paid by the said William Lee, the said James Brady, at the request of and by the direction of the said William Lee, did surrender and yield up unto the said John Dargin and Thomas Kite, their heirs and assigns, and did also direct and appoint; and the said Maria Brady did direct and appoint according to their several and respective estates, rights, and interests therein the one undivided moiety of her the said Maria Brady of and in the said lands in the First Schedule hereto particularly described unto the said John Dargin and Thomas Kite, their heirs and assigns, to such uses, upon such trusts, and for such ends, intents, and purposes as the said Maria Brady should by any deed, or by her last will and testament, and notwithstanding coverture, direct, limit, or appoint, and for want of and until such direction, limitation, or appointment, or so far as the same should not extend in trust for the said Maria Brady during her life to her sole and separate use, and free from the debts, control, interference, or engagements of her then present or any future husband: And whereas the estate of the said James Brady was by an order of the Supreme Court of New South Wales, bearing date the first day of June, one thousand eight hundred and sixty-one, duly placed under sequestration according to law, and Frederick William Perry was duly appointed the official assignee of the said insolvent estate: And whereas by an indenture, dated the twelfth day of June, one thousand eight hundred and sixty-one, and made between the said William Lee of the first part, the said John Dargin and Thomas Kite of the second part, the said John Lee and George Lee of the third part, and the said Maria Brady of the fourth part. It is witnessed that for the considerations therein expressed the said Maria Brady, in pursuance and performance of the power of appointment to her given and limited by the said recited indenture of the fifth day of April, one thousand eight hundred and sixty-one, did appoint, and the said John Dargin and Thomas Kite did release unto the said John Lee and George Lee, their heirs and assigns, the said moiety to which she, the said Maria Brady, was so entitled under the said recited indentures of the twenty-seventh day of October, one thousand eight hundred and forty-three, and the fifth day of April, one thousand eight hundred and sixty-one, as aforesaid, to hold the same

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*Lee and Brady Settlement.*

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same unto the said John Lee and George Lee, their heirs and assigns, to the use of the said Maria Brady during the term of her natural life without impeachment of waste, and to her sole and separate use, apart from her then present or any future husband, but so that the said Maria Brady should not in anywise sell or mortgage, charge, or incumber the said hereditaments by way of anticipation or otherwise, and from and immediately after her decease to the use of Adelaide Jane Brady, Albert Henry Brady, Emily Sophia Brady, and Edric Hubert Brady, therein called Edward Herbert Brady, and every other child of the said Maria Brady born in lawful wedlock, their heirs and assigns, as tenants in common: And whereas by the said indenture dated the twelfth day of June, one thousand eight hundred and sixty-one, after reciting (*inter alia*) that by virtue of an indenture dated the eleventh day of July, one thousand eight hundred and forty-two, and made between Robert Smith of the first part, Robert Robertson of the second part, the said William Lee of the third part, and Gilbert Wright of the fourth part, the land and hereditaments described in the Second Schedule hereto were, for the considerations therein mentioned, granted, released, and conveyed unto the said William Lee and his heirs to hold the same unto the said William Lee and his heirs nevertheless to such uses and for such estate or estates, and in such manner as the said William Lee should at any time or from time to time by any deed or deeds direct or appoint. It is further witnessed that for the considerations therein mentioned, the said William Lee did in pursuance of the power of appointment to him given and limited as aforesaid, and of every other power or authority in anywise enabling him in this behalf, appoint that the said lands and hereditaments described in the said Second Schedule hereto should go, remain, and be to the uses upon the trusts and in manner thereinafter mentioned and declared concerning the same; and the said William Lee for the considerations aforesaid by way of further and collateral assurance granted, released, and confirmed unto the said John Lee and George Lee and their heirs, the said last-mentioned land and hereditaments to have and to hold the same to the uses and upon the trusts lastly hereinbefore declared and expressed concerning the aforesaid moiety of the said land and hereditaments described in the said First Schedule hereto: And whereas by an order of the Supreme Court of New South Wales bearing date the ninth day of February, one thousand eight hundred and sixty-three, the said Frederick William Perry was removed from the office of official assignee of the said estate of the said James Brady, and Robert Hamilton Sempill was appointed to be the official assignee thereof in his stead: And whereas by decree of the said Supreme Court, made on the tenth day of November, one thousand eight hundred and sixty-five, in a certain suit in equity, wherein the said Robert Hamilton Sempill was plaintiff and the said William Lee, James Brady, and Maria Brady, John Dargin, Thomas Kite, George Lee, and John Lee were defendants, and on appeal from a certain decree made in the same cause on the second day of March then last by His Honor Mr. Justice Milford, the Primary Judge, it was (amongst other things) declared that the said recited indentures of the fifth day of April and the twelfth day of June, one thousand eight hundred and sixty-one, so far as the same related to the said parcels of land and hereditaments in the First Schedule hereto particularly described were and each of them was void as against the creditors of the said James Brady, and also against the plaintiff as such official assignee of the estate and effects of the said James Brady: And whereas the said William Lee duly made and published his last will, dated on or about the second day of November, one thousand eight

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*Lee and Brady Settlement.*

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eight hundred and sixty-eight, whereby he appointed the said Thomas Lee, John Lee, and George Lee, trustees and executors, to whom he gave and bequeathed his personal estate upon trust, amongst other things to set apart and to invest in Government securities in New South Wales or Queensland, or upon mortgage of freehold estate or on real securities in New South Wales three several sums of two thousand five hundred pounds, one thousand pounds, and one thousand pounds, with power from time to time to vary the investments thereof for others of a like nature, and as to the said sum of two thousand five hundred pounds, and the funds and securities upon which the same should be invested, he declared that his said trustees or trustee for the time being should pay the dividends or annual produce thereof into the proper hands of his daughter, Mary Jane Austin, for and during the term of her natural life for her sole and separate use, apart from any husband, and so that her receipts alone should notwithstanding coverture be sufficient discharges for such dividends and annual proceeds, and from and immediately after the decease of his said daughter, Mary Jane Austin, he declared that his said trustees or trustee for the time being should stand possessed of the said last-mentioned trust fund of two thousand five hundred pounds and the securities thereof to such uses upon such trusts, and for such ends, intents, and purposes as his said daughter, Mary Jane Austin, should, notwithstanding coverture by deed or will, or any codicil or codicils to a will direct or appoint, and in default of such direction or appointment to the lawful issue of the said Mary Jane Austin, such issue, if more than one, to take in equal shares as tenants in common *per stirpes* and not *per capita*; and in case there should be no issue of the said Mary Jane Austin living at the time of her decease, then that the said trust fund of two thousand five hundred pounds and the securities thereof should be held in trust for his other daughters, the said Maria Brady and Elizabeth Lord, and their issue lawfully begotten, who should be living at the time of the decease without issue of his said daughter, Mary Jane Austin, share and share alike, as tenants in common, and as to the two several trust funds of one thousand pounds and one thousand pounds and the securities thereof, he declared that one of such last-mentioned trust funds should be upon the like trusts for his said daughter, Maria Brady, and her issue, and the other of them upon the like trusts for his said daughter, Elizabeth Lord, and her issue as were thereinbefore declared in favour of his said daughter, Mary Jane Austin, and her issue, with reference to the said sum of two thousand five hundred pounds and the securities thereof; and that in case his said two daughters, Maria Brady and Elizabeth Lord, or either of them should die without leaving lawful issue living at the time of their or her decease, the fund to which such issue would have been entitled, if then living, should go to his surviving daughters and their issue, or such of them as should be living at the time of the decease without issue of his said two last-mentioned daughters or either of them; and the testator thereby declared that all females entitled under his will to any estates, real or personal, should enjoy the same to their respective separate use apart from their husbands, and free from the debts, control, interference, or engagements of such husbands: And whereas the said William Lee died on or about the eighteenth day of November, one thousand eight hundred and seventy, without having revoked or altered his said will, save by a codicil bearing date the fourteenth day of July, one thousand eight hundred and seventy, which did not in any wise affect those portions of the will which are hereinbefore recited, and the said will was on or about the thirtieth day of December, one thousand eight hundred and seventy, duly proved by the said Thomas Lee, John Lee, and



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*Lee and Brady Settlement.*

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and George Lee, as such executors as aforesaid in the Supreme Court of New South Wales: And whereas by an indenture, dated the eleventh day of August, one thousand eight hundred and seventy-one, and made between the said Robert Hamilton Sempill, official assignee of the estate of the said James Brady of the first part, the said George William Lord of the second part, and the said John Lee and George Lee of the third part, in consideration of five hundred pounds to the said Robert Hamilton Sempill paid by the said George William Lord, the said Robert Hamilton Sempill as such official assignee as aforesaid, did release and assign unto the said George William Lord, his heirs, executors, administrators, and assigns, all the estate, right, title, interest, benefit, claim, and demand whatsoever, both at law and in equity, of him the said Robert Hamilton Sempill as such official assignee as aforesaid or otherwise, howsoever, of, in, and to the one equal undivided moiety or half part, and other the share and interest formerly of the said Maria Brady, of, in, to, out of and upon the several pieces or parcels of land and hereditaments comprised and described in the First Schedule hereto, and, of, in, and to the rents, issues, and profits thereof accrued since the fifteenth day of April, one thousand eight hundred and seventy, and thereafter to accrue due, whether acquired under and by virtue of the hereinbefore recited decree or otherwise, howsoever, together with all right of suit in connection therewith to hold the same with the appurtenances unto, and to the use of the said George William Lord, his heirs, executors, administrators, and assigns, according to the several natures and tenures thereof respectfully upon trust in the first place to secure to the said George William Lord, his executors, administrators, and assigns, the repayment by the said Maria Brady, her executors and administrators, out of her separate estate, on demand of the sum of five hundred pounds so paid by him for the purchase of the said right and interest as aforesaid, together with interest as therein mentioned, and subject thereto upon trust for the said John Lee and George Lee, their heirs and assigns, to be held by them upon the trusts, declared in and by the hereinbefore recited indenture of the twelfth day of June, one thousand eight hundred and sixty-one, or such and so many thereof as should or might be then subsisting, undetermined and capable of taking effect, and to the intent that the same might merge in the estate, right, title, and interest thereby vested in the said John Lee and George Lee, their heirs and assigns, or intended so to be in such and the same manner as if the said suit had never been instituted, and the cause of the said suit had never arisen: And whereas by an indenture bearing date the twenty-fourth day of June, one thousand eight hundred and seventy-two, and made between the said George William Lord of the first part, the said Maria Brady of the second part, the said John Lee and George Lee of the third part, and the said Thomas Lee, John Lee, and George Lee of the fourth part, in consideration of five hundred pounds to the said George William Lord, paid by the said Thomas Lee, John Lee, and George Lee, the trustees of the will of the said William Lee, deceased; out of the said sum of one thousand pounds so bequeathed in trust for the said Maria Brady and her issue, the said George William Lord, so far as he lawfully could or might, at the request and by the direction of the said Maria Brady, John Lee, and George Lee, did grant and release unto the said John Lee and George Lee, all that the estate and interest of him the said George William Lord, under or by virtue of the said recited indenture of the eleventh day of August, one thousand eight hundred and seventy-one, of, and in the said several parcels of land and hereditaments comprised and described in the said First Schedule hereto, to hold the same unto and to the use of the said John Lee and George Lee, their executors, administrators,  
and

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*Lee and Brady Settlement.*

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and assigns, upon trust in the first place to secure to the said Thomas Lee, John Lee, and George Lee, as such trustees of the will of the said William Lee deceased, as aforesaid, the repayment by the said Maria Brady, her executors or administrators, out of her separate estate on demand of the amount then due and owing to the said George William Lord, his executors, administrators, and assigns, in respect of the said sum of five hundred pounds so secured to him by virtue of the said recited indenture, of the eleventh day of August, one thousand eight hundred and seventy-one, as aforesaid, together with interest thereon, and payable at the times and in manner therein mentioned, and upon due payment thereof then upon trust for the said John Lee and George Lee, their heirs and assigns, to be held by them upon the trusts, and to, and for the ends, intents, and purposes declared in and by the said therein and hereinbefore recited indentures, of the twelfth day of June, one thousand eight hundred and sixty-one, and the eleventh day of August, one thousand eight hundred and seventy-one, or such of the same trusts as should be then subsisting, undetermined, and capable of taking effect. And whereas by articles of agreement made the eighth day of September, one thousand eight hundred and seventy-three, between the said George William Lord of the first part, the said Maria Brady, Adelaide Jane Brady, Albert Henry Brady, Emily Sophia Brady, and Edric Hubert Brady (being the four and only children of the said Maria Brady) of the second part, Robert Speirs Austin and Mary Jane, his wife, of the third part, the said John Lee and George Lee of the fourth part, and the said Thomas Lee, John Lee, and George Lee of the fifth part. It was mutually agreed and declared by and between the several persons, parties thereto (*inter alia*) that the lands and hereditaments described in the Third Schedule hereto should be vested in the said John Lee and George Lee, their heirs and assigns, upon the same trusts and to and for the same uses, ends, intents, and purposes, as were then subsisting with respect to the said undivided moiety of the said Maria Brady in the lands described in the said First Schedule hereto so far as the same were then subsisting and capable of taking effect, freed and discharged from all right, title, part share, interest, claim, and demand of the said Elizabeth Lord and of the said George William Lord in right of the said Elizabeth Lord, his wife, his and her heirs, executors, administrators, and assigns therein or thereto. And whereas by an Act of the Legislature, intituled "Lee's Partition and Sale Act of 1873" it was (*inter alia*) enacted that the land and hereditaments specified in the Third Schedule to the aforesaid articles of agreement (being the lands and hereditaments described in the said Third Schedule hereto) should as from the day of the date thereof be and remain vested in the said John Lee and George Lee, their heirs and assigns, to the uses and upon the trusts declared or referred to in and by the hereinbefore recited operative clause of the said articles of agreement, and freed and discharged as therein expressed. And whereas the said indenture of the twelfth day of June, one thousand eight hundred and sixty-one, does not give to the trustees or trustee thereof, or to any other person, any power during the lifetime of the said Maria Brady to sell, mortgage, demise, or exchange any of the lands and hereditaments comprised in or subject to the said indenture, being the lands described in the said Second and Third Schedules hereto. And whereas it is impossible, without the assistance of Parliament, to sell, mortgage, demise, or exchange the said lands and hereditaments. And whereas in consequence of such impossibility, a very large portion of the said lands and hereditaments is and remains unimproved and almost unproductive of income, and certain buildings on the said lands and hereditaments have become and are becoming dilapidated and almost unproductive

*Lee and Brady Settlement.*

unproductive and of small and decreasing value. And whereas it is expedient, and would be for the benefit of all parties interested in the said lands and hereditaments, that powers to sell, mortgage, lease, and exchange the same should be conferred on the trustees or trustee for the time being of the said indenture of the twelfth day of June, one thousand eight hundred and sixty-one, for the benefit of the persons interested under the said indenture, and that the proceeds of the sale of such of the said lands and hereditaments as shall, from time to time, be sold and the rents and profits arising from the lease of such of the said lands and hereditaments as shall, from time to time, be leased should be held in trust for, and the moneys raised by mortgage of such of the said lands and hereditaments as shall from time to time be mortgaged, should be applied towards the improvement of the property for the benefit of, and the moneys received by way of equality of exchange should be held in trust for the persons respectively entitled under the said indenture, to the lands and hereditaments so sold, demised, mortgaged, or exchanged: 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 Lee and George Lee, or other the Trustees or Trustee for the time being, of the said indenture of the twelfth day of June, one thousand eight hundred and sixty-one (such persons being hereinafter designated "the said trustees or trustee"), to sell and absolutely dispose of all and singular the said lands and hereditaments mentioned and described in the said Second and Third Schedules to this Act or any of them, or any part of the same lands and hereditaments, either by public auction or private contract, either in one or in more lot or lots, and in such manner generally, and upon and subject to such terms and conditions as the said trustees or trustee shall deem expedient, with power to buy in the said lands and hereditaments, or any of them, or any part thereof, at any sale by auction, and to rescind or vary any contract for sale, either on terms or gratuitously, and to re-sell without being responsible for any loss occasioned thereby, and upon any sale or sales, to convey the land so sold to the purchaser or purchasers thereof, his, her, or their heirs and assigns, or as such purchaser or purchasers may direct, freed and discharged from all trusts affecting the same, and the receipts in writing of the said trustees or trustee for the purchase money of any lands and hereditaments so sold shall be full and sufficient discharges to any purchasers from the same, and from being bound to see to the application of the same, and from any liability for the loss, non-application or misapplication of the same or of any part thereof.

2. It shall be lawful for the said trustees or trustee 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, and generally as the said trustees or trustee 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: Provided, further, that in the event of any such security being taken the vendor's lien for the said purchase money, and every part thereof, shall not be thereby affected or lost.

3. It shall be lawful for the said trustees or trustee, from time to time, by the consent of the said Maria Brady, for the purpose of raising any sum or sums of money which in their or his opinion it may be desirable to borrow, for the purpose of erecting any buildings, or repairing

Trustees empowered  
to sell and convey.

Power to give credit  
to purchasers.

Power to borrow  
money for building,  
&c.

*Lee and Brady Settlement.*

repairing or rebuilding any existing buildings upon, or otherwise improving any part or parts of the lands and hereditaments mentioned and described in the said Second and Third Schedules to this Act, to execute any mortgage or mortgages in fee or for any term or terms of years of such part or parts of the said lands and hereditaments, with power of sale and all other usual powers, provisions, and covenants: Provided that no person who shall advance money upon the security of any mortgage purporting to be made under the power hereby given, shall be bound to inquire as to the advisability or propriety of the raising of such money, or as to the application of such money when raised and advanced, and the receipt of the said trustees or trustee for the moneys so advanced shall effectually discharge the person advancing the same from any liability in respect of the misapplication or non-application thereof.

Power to grant leases.

4. It shall be lawful for the said trustees or trustee from time to time by deed or writing to demise and lease all or any part of the said lands and hereditaments to any person or persons for any term of years not exceeding twenty-one years to take effect in possession at the best yearly rent that can be reasonably obtained for the same without any fine, premium, or foregift. And also from time to time by deed to demise and lease any part of the said lands and hereditaments to any person or persons who shall covenant to improve the same by repairing any building or buildings now standing or which shall hereafter be standing on any part of the land thereby leased, or by erecting and building any house or houses, building or buildings on such land or any part thereof, or by otherwise expending in improvement such moneys as shall be deemed by the said trustees or trustee adequate to the interest to be parted with, but so that every lease under this last-mentioned power shall be for a term not exceeding fifty years to take effect in possession or within one year from the date thereof, and shall be at such rent as the said trustees or trustee shall, having regard to the terms and conditions of such lease think reasonable and proper, so, however, that nothing be taken by way of fine, premium or foregift: Provided that every indenture of lease made under the provisions of this section shall contain a covenant by the lessee to pay the rent thereby reserved and for insurance against fire of any building erected or to be erected on the land thereby demised, and also a condition of re-entry on non-payment of rent within a time to be therein specified, and so also that a counterpart of such lease be executed by the lessee. Any lessee paying any rent reserved by any such lease to the said trustees or trustee shall not be bound to see to the application thereof, and shall be free from any liability for the non-application or misapplication of the same or any part thereof.

5. It shall be lawful for the said trustees or trustee from time to time to exchange for other lands or hereditaments all or any of the said lands and hereditaments mentioned and described in the said Second and Third Schedules to this Act, and to give or receive any money for equality of exchange.

Trusts of unsold land and of purchase money.

6. The said trustees or trustee shall stand seized and possessed of the said lands and hereditaments or of such portion thereof as may from time to time remain unsold, subject to any leases granted and to any other estates, rights or interests created under the authority of this Act upon the trusts and subject to the trusts and provisions in the said respective indentures of the twelfth day of June, one thousand eight hundred and sixty-one, the eleventh day of August, one thousand eight hundred and seventy-one, and the twenty-fourth day of June, one thousand eight hundred and seventy-two; expressed and declared concerning the same respectively so far as the said trusts and provisions are subsisting. And from and after the sale or exchange of any portion of the said lands and hereditaments shall stand possessed of the

*Lee and Brady Settlement.*

the moneys arising from such sale or received by way of equality of exchange upon trust in the first place to pay all costs and expenses of and incidental to the procuring and passing this Act, and also of all deeds, instruments, acts, dealings and proceedings subsequently to the passing of this Act, executed, signed, done or undertaken for the purpose of enabling the said trustees or trustee to carry out advantageously any sale or exchange hereby authorised. And in the next place to pay and satisfy all costs, charges, and expenses incurred in and about the said sale or exchange. And after such payment as aforesaid upon trust to hold the net surplus of such moneys upon trust to invest the same in any debentures or Government securities of any kind of any of the Colonies of New South Wales, Victoria, or Queensland, or upon freehold securities in the said Colony of New South Wales, or upon deposit at interest in any bank carrying on business in the said last-mentioned Colony with power from time to time and at any time to vary or transpose any such investment or security into or for any other investment or security of the kind hereby authorised.

7. The said trustees or trustee shall stand possessed of such investments and securities and the net dividends, income, and annual produce arising therefrom, and also of the net rents arising from and payable under any lease made under the authority of this Act. Upon such trusts, and with and subject to such powers, provisions, and declarations as shall as nearly correspond with the uses, trusts, provisions, and declarations in the said indentures of the twelfth day of June, one thousand eight hundred and sixty-one, the eleventh day of August, one thousand eight hundred and seventy-one, and the twenty-fourth day of June, one thousand eight hundred and seventy-two, expressed and contained concerning the said lands and hereditaments, or any part or parts thereof respectively, or such of them as shall be subsisting or capable of taking effect as the different nature and quality of the premises and the rules of law and equity will permit: Provided that it shall be lawful for the said trustees or trustee to apply the whole or any part of the rents and profits of any portion or portions of the said lands and hereditaments in the said Second and Third Schedules to this Act mentioned and described in or towards payment of the interest from time to time due or owing on the security of any mortgage or mortgages executed under the powers herein contained.

8. It shall be lawful for the said trustees or trustee to make and alter, and concur in the making and altering of any roads, streets, or ways on and over any part or parts of the said lands and hereditaments. And also to erect, make, and carry out, and concur in the erecting, making, and carrying-out of any walls, sewers, drains, water-courses, or other works which may, in the discretion of the said trustees or trustee, conduce to the better laying-out, improving, or selling of the said lands and hereditaments, or the convenience and enjoyment of those persons who shall have purchased, or shall purchase, any part thereof. The costs of any such works on the part of the said trustees or trustee, or their or his proportion of any costs for such works, and any costs and expenses of and incidental to the bringing of the said lands and hereditaments, or any part thereof, under the provisions of the Real Property Act (which the said trustees or trustee are or is hereby authorised to incur) may be deducted and retained by them or him in the same way they or he are or is hereby authorised to deduct and retain the costs and expenses of and incidental to sales or exchanges hereunder. For any of the purposes of this section the said trustees or trustee may reserve and dedicate either absolutely or upon any conditions any part or parts of the said lands and hereditaments.

9. This Act may be cited as the "Lee and Brady Settlement Act of 1893."

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## SCHEDULES.

## THE FIRST SCHEDULE.

All that piece or parcel of land containing by admeasurement one rood and twenty-four perches, in the town, parish, and county of Bathurst, allotment number seven of section number two, bounded on the south-west by allotment number six south forty-eight and a half degrees east two chains: Commencing at the gaol and court house reserve on the south-east by William-street north forty-one and a half degrees east two chains; on the north-east by allotment number eight, north forty-eight and a half degrees west two chains to the gaol and court house reserve, and on the north-west by the reserve south forty-one and a half degrees west two chains,—being the allotment sold as lot twelve in pursuance of the advertisement of the sixth day of January, one thousand eight hundred and thirty-four. Also all that parcel of land containing by admeasurement two roods (more or less), and situate in the town, parish, and county aforesaid, being allotment number nineteen of section number two, bounded on the south-east by a line bearing south forty-one and a half degrees west: Commencing at the south corner of allotment number fourteen, five chains; on the south-west by a line north forty-eight and a half degrees west one chain; on the north-west by a line north forty-one and a half degrees east five chains; and on the north-east by a line south forty-eight and a half degrees east one chain, being the allotment sold as lot sixty-three in pursuance of advertisement of the thirteenth day of November, one thousand eight hundred and thirty-four. Also all that parcel of land containing by admeasurement two roods, and situated in the town, parish, and county aforesaid, being allotment number twenty of section number two, bounded on the south-east by a line south forty-one and a half degrees west: Commencing at the south corner of allotment number thirteen, five chains; on the south-west by a line north forty-eight and a half degrees west one chain; on the north-west by a line north forty-one and a half degrees east five chains; and on the north-east by a line south forty-eight and a half degrees east one chain,—being the allotment sold as lot sixty-four in pursuance of advertisement of thirteenth November, one thousand eight hundred and thirty-four. Also all that parcel of land containing by admeasurement two roods, and situate in the town, parish, and county aforesaid, allotment number twenty-one of section number two, bounded on the south-east by a line south forty-one and a half degrees west: Commencing at the south corner of allotment number twelve, five chains; on the south-west by a line north forty-eight and a half degrees west one chain; on the north-west by a line north forty-one and a half degrees east five chains; and on the north-east by a line south forty-eight and a half degrees east one chain,—being the allotment sold as lot sixty-five in pursuance of advertisement of thirteenth day of November, one thousand eight hundred and thirty-four. Also all that parcel of land containing by admeasurement two roods, and situated in the town, parish, and county aforesaid, being allotment number twenty-two of section number two, bounded on the south-east by a line south forty-one and a half degrees west five chains; on the south-west by a line north forty-eight and a half degrees west one chain; on the north-west by a line north forty-one and a half degrees east five chains; and on the north-east by a line south forty-eight and a half degrees east one chain,—being the allotment sold as lot sixty-six in pursuance of advertisement of thirteenth day of November, one thousand eight hundred and thirty-four. Also all that parcel of land containing by admeasurement one rood and twenty-four perches, situated in the town, parish, and county aforesaid, being allotment number six of section number two, bounded on the south-west by Howick-street south forty-eight and a half degrees east two chains: Commencing at the corner of the gaol and court house reserve on the south-east by William-street north forty-one and a half degrees east two chains; on the north-east by allotment number seven, north forty-eight and a half degrees west two chains to the gaol and court house reserve; and on the north-west by that reserve south forty-one and a half degrees west two chains,—being the allotment sold as lot eleven in pursuance of advertisement of sixth day of January, one thousand eight hundred and thirty-four. And also all those messuages or tenements, shops, stores, and buildings erected on the said six allotments or parcels of land hereinbefore particularly described or upon some or one of them, and which said six several allotments or parcels of land were conveyed to the said William Lee by indentures of lease and release bearing date respectively the thirty-first day of August and first day of September, one thousand eight hundred and forty, and made between John Liscombe of the first part, the said William Lee of the second part, John Betts, Thomas Burdekin, and Edey Manning of the third part, the said William Lee of the fourth part, and Gilbert Wright of the fifth part, and by indentures of lease and release bearing date respectively the fifth and sixth days of June, one thousand eight hundred and forty-one, and made between George Rankin, Robert Smith, David Maxwell Irving, George Busby, James Garnett Ewer, and John Liscombe of the first part, the said George Busby, John Liscombe, James Garnett Ewer, and James Byrne Richards, Henry Perrier, and John Street of the second part, the said William Lee of the third part, and Gilbert Wright of the fourth part.

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*Lee and Brady Settlement.*

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## THE SECOND SCHEDULE.

All that piece or parcel of land containing by admeasurement two roods, and situated in the town, parish, and county of Bathurst, being allotment number eight of section number eight, bounded on the north-east by a line north forty-eight and a half degrees west: Commencing at the south corner of allotment number seven, five chains; on the north-west by a line south forty-one and a half degrees west one chain; on the south-west by a line south forty-eight and a half degrees east five chains; and on the south-east by a line north forty-one and a half degrees east one chain; and also all that messuage or tenement erected thereon.

## THE THIRD SCHEDULE.

All that piece or parcel of land situate and lying in the parish of Bathurst, in the county of Bathurst, and Colony of New South Wales, and be the hereinafter mentioned dimensions all more or less: Commencing at the intersection of William-street with Howick-street; and bounded on the south-east by William-street bearing north forty-one degrees thirty minutes east one hundred and nineteen feet three inches; on the north-east by a line bearing west forty-one degrees thirty minutes north one hundred and thirty-two feet eleven inches to a lane sixteen feet wide; on the north-west by that lane bearing south forty-one degrees thirty minutes west one hundred and nineteen feet three inches; and on the south-west by Howick-street bearing east forty-one degrees thirty minutes south one hundred and thirty-two feet eleven inches to the point of commencement, together with the right to the use as heretofore enjoyed of all rights of way, roads, lanes, and streets laid out or existing on, near, or contiguous to the said land and hereditaments.

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By Authority: CHARLES POTTER, Government Printer, Sydney, 1893.

[9d.]



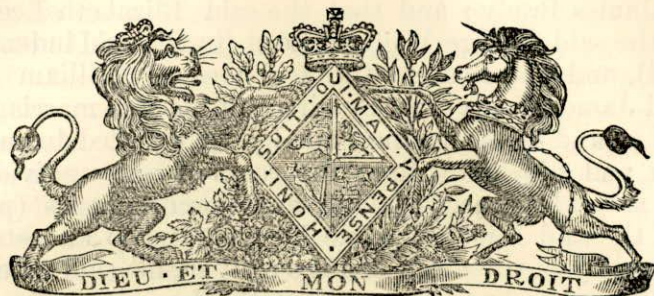


*I Certify that this PRIVATE BILL, which originated in the LEGISLATIVE ASSEMBLY, has finally passed the LEGISLATIVE COUNCIL and the LEGISLATIVE ASSEMBLY of NEW SOUTH WALES.*

*Legislative Assembly Chamber,  
Sydney, 1 June, 1893.* }

F. W. WEBB,  
*Clerk of the Legislative Assembly.*

## New South Wales.



ANNO QUINQUAGESIMO SEXTO

# VICTORIÆ REGINÆ.

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An Act to enable the trustees for the time being of a certain settlement made by William Lee and Maria Brady, and dated the twelfth day of June, one thousand eight hundred and sixty-one, to effect sales, mortgages, leases, and exchanges of the lands and hereditaments comprised in or subject to the trusts of the said settlement. [Assented to, 7th June, 1893.]

WHEREAS by an indenture dated the twenty-seventh day of Preamble.  
October, one thousand eight hundred and forty-three, and made between William Lee therein described of the first part, Mary, the wife of the said William Lee, of the second part, John Dargin and Thomas Kite of the third part, and James William Bligh of the fourth part for the considerations therein expressed, the several parcels of land and hereditaments particularly described in the First Schedule hereto were (*inter alia*) released and confirmed unto and to the use of the said John Dargin and Thomas Kite, their heirs and assigns, upon trust when and so soon as Maria Brady and Elizabeth Lord (then Maria Lee and Elizabeth Lee) should severally and respectively attain the age of twenty-one years or marry (events which have happened), as to one moiety or half part of the said lands and hereditaments for the said Maria Brady, her heirs and assigns, and as to the other moiety for the said Elizabeth Lord, her heirs and assigns; and to convey and assure the same to the said Maria Brady and Elizabeth Lord, their heirs and assigns respectively, as tenants in common: And whereas by an indenture dated the fifth day of April, one thousand eight hundred and sixty-one, and made between James Brady of the first part,

*I have examined this Bill, and find it to correspond in all respects with the Bill as finally passed by both Houses.*

NINIAN MELVILLE,  
*Chairman of Committees of the Legislative Assembly.*

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*Lee and Brady Settlement.*

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part, the said Maria Brady of the second part, the said William Lee of the third part, and the said John Dargin and Thomas Kite of the fourth part, after reciting the hereinbefore recited indenture of the twenty-seventh day of October, one thousand eight hundred and forty-three, and that the said Mary Lee was then living, and that the said Maria Lee was then the wife of the said James Brady, and had issue by the said James Brady; and that the said Elizabeth Lee was then the wife of the said George William Lord (in the said indenture called George Lord), and had issue by the said George William Lord; and that the said James Brady was, by virtue of his said marriage with the said Maria Lee and of his having issue by her, entitled during the joint lives of him and his said wife to the rents of one undivided moiety of the said several parcels of land and hereditaments (particularly described in the said First Schedule hereto), and to an estate for life in the said moiety in the event of his surviving his said wife; and that the said William Lee had contracted with the said James Brady for the absolute purchase of the said estate and interest of the said James Brady of and in the said several lands and hereditaments for the sum of five hundred pounds, and that the said parties thereto were desirous of having the said hereditaments settled to the uses thereafter declared, it was witnessed that in pursuance of such desire and in consideration of the natural love and affection which the said William Lee had and bore to his said daughter Maria Brady, and in consideration of five hundred pounds to the said James Brady, paid by the said William Lee, the said James Brady, at the request of and by the direction of the said William Lee, did surrender and yield up unto the said John Dargin and Thomas Kite, their heirs and assigns, and did also direct and appoint; and the said Maria Brady did direct and appoint according to their several and respective estates, rights, and interests therein the one undivided moiety of her the said Maria Brady of and in the said lands in the First Schedule hereto particularly described unto the said John Dargin and Thomas Kite, their heirs and assigns, to such uses, upon such trusts, and for such ends, intents, and purposes as the said Maria Brady should by any deed, or by her last will and testament, and notwithstanding coverture, direct, limit, or appoint, and for want of and until such direction, limitation, or appointment, or so far as the same should not extend in trust for the said Maria Brady during her life to her sole and separate use, and free from the debts, control, interference, or engagements of her then present or any future husband: And whereas the estate of the said James Brady was by an order of the Supreme Court of New South Wales, bearing date the first day of June, one thousand eight hundred and sixty-one, duly placed under sequestration according to law, and Frederick William Perry was duly appointed the official assignee of the said insolvent estate: And whereas by an indenture, dated the twelfth day of June, one thousand eight hundred and sixty-one, and made between the said William Lee of the first part, the said John Dargin and Thomas Kite of the second part, the said John Lee and George Lee of the third part, and the said Maria Brady of the fourth part. It is witnessed that for the considerations therein expressed the said Maria Brady, in pursuance and performance of the power of appointment to her given and limited by the said recited indenture of the fifth day of April, one thousand eight hundred and sixty-one, did appoint, and the said John Dargin and Thomas Kite did release unto the said John Lee and George Lee, their heirs and assigns, the said moiety to which she, the said Maria Brady, was so entitled under the said recited indentures of the twenty-seventh day of October, one thousand eight hundred and forty-three, and the fifth day of April, one thousand eight hundred and sixty-one, as aforesaid, to hold the  
same

*Lee and Brady Settlement.*

same unto the said John Lee and George Lee, their heirs and assigns, to the use of the said Maria Brady during the term of her natural life without impeachment of waste, and to her sole and separate use, apart from her then present or any future husband, but so that the said Maria Brady should not in anywise sell or mortgage, charge, or incumber the said hereditaments by way of anticipation or otherwise, and from and immediately after her decease to the use of Adelaide Jane Brady, Albert Henry Brady, Emily Sophia Brady, and Edric Hubert Brady, therein called Edward Herbert Brady, and every other child of the said Maria Brady born in lawful wedlock, their heirs and assigns, as tenants in common: And whereas by the said indenture dated the twelfth day of June, one thousand eight hundred and sixty-one, after reciting (*inter alia*) that by virtue of an indenture dated the eleventh day of July, one thousand eight hundred and forty-two, and made between Robert Smith of the first part, Robert Robertson of the second part, the said William Lee of the third part, and Gilbert Wright of the fourth part, the land and hereditaments described in the Second Schedule hereto were, for the considerations therein mentioned, granted, released, and conveyed unto the said William Lee and his heirs to hold the same unto the said William Lee and his heirs nevertheless to such uses and for such estate or estates, and in such manner as the said William Lee should at any time or from time to time by any deed or deeds direct or appoint. It is further witnessed that for the considerations therein mentioned, the said William Lee did in pursuance of the power of appointment to him given and limited as aforesaid, and of every other power or authority in anywise enabling him in this behalf, appoint that the said lands and hereditaments described in the said Second Schedule hereto should go, remain, and be to the uses upon the trusts and in manner thereinafter mentioned and declared concerning the same; and the said William Lee for the considerations aforesaid by way of further and collateral assurance granted, released, and confirmed unto the said John Lee and George Lee and their heirs, the said last-mentioned land and hereditaments to have and to hold the same to the uses and upon the trusts lastly hereinbefore declared and expressed concerning the aforesaid moiety of the said land and hereditaments described in the said First Schedule hereto: And whereas by an order of the Supreme Court of New South Wales bearing date the ninth day of February, one thousand eight hundred and sixty-three, the said Frederick William Perry was removed from the office of official assignee of the said estate of the said James Brady, and Robert Hamilton Sempill was appointed to be the official assignee thereof in his stead: And whereas by a decree of the said Supreme Court, made on the tenth day of November, one thousand eight hundred and sixty-five, in a certain suit in equity, wherein the said Robert Hamilton Sempill was plaintiff and the said William Lee, James Brady, and Maria Brady, John Dargin, Thomas Kite, George Lee, and John Lee were defendants, and on appeal from a certain decree made in the same cause on the second day of March then last by His Honor Mr. Justice Milford, the Primary Judge, it was (amongst other things) declared that the said recited indentures of the fifth day of April and the twelfth day of June, one thousand eight hundred and sixty-one, so far as the same related to the said parcels of land and hereditaments in the First Schedule hereto particularly described were and each of them was void as against the creditors of the said James Brady, and also against the plaintiff as such official assignee of the estate and effects of the said James Brady: And whereas the said William Lee duly made and published his last will, dated on or about the second day of November, one thousand eight

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*Lee and Brady Settlement.*

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eight hundred and sixty-eight, whereby he appointed the said Thomas Lee, John Lee, and George Lee, trustees and executors, to whom he gave and bequeathed his personal estate upon trust, amongst other things to set apart and to invest in Government securities in New South Wales or Queensland, or upon mortgage of freehold estate or on real securities in New South Wales three several sums of two thousand five hundred pounds, one thousand pounds, and one thousand pounds, with power from time to time to vary the investments thereof for others of a like nature, and as to the said sum of two thousand five hundred pounds, and the funds and securities upon which the same should be invested, he declared that his said trustees or trustee for the time being should pay the dividends or annual produce thereof into the proper hands of his daughter, Mary Jane Austin, for and during the term of her natural life for her sole and separate use, apart from any husband, and so that her receipts alone should notwithstanding coverture be sufficient discharges for such dividends and annual proceeds, and from and immediately after the decease of his said daughter, Mary Jane Austin, he declared that his said trustees or trustee for the time being should stand possessed of the said last-mentioned trust fund of two thousand five hundred pounds and the securities thereof to such uses upon such trusts, and for such ends, intents, and purposes as his said daughter, Mary Jane Austin, should, notwithstanding coverture by deed or will, or any codicil or codicils to a will direct or appoint, and in default of such direction or appointment to the lawful issue of the said Mary Jane Austin, such issue, if more than one, to take in equal shares as tenants in common *per stirpes* and not *per capita*; and in case there should be no issue of the said Mary Jane Austin living at the time of her decease, then that the said trust fund of two thousand five hundred pounds and the securities thereof should be held in trust for his other daughters, the said Maria Brady and Elizabeth Lord, and their issue lawfully begotten, who should be living at the time of the decease without issue of his said daughter, Mary Jane Austin, share and share alike, as tenants in common, and as to the two several trust funds of one thousand pounds and one thousand pounds and the securities thereof, he declared that one of such last-mentioned trust funds should be upon the like trusts for his said daughter, Maria Brady, and her issue, and the other of them upon the like trusts for his said daughter, Elizabeth Lord, and her issue as were thereinbefore declared in favour of his said daughter, Mary Jane Austin, and her issue, with reference to the said sum of two thousand five hundred pounds and the securities thereof; and that in case his said two daughters, Maria Brady and Elizabeth Lord, or either of them should die without leaving lawful issue living at the time of their or her decease, the fund to which such issue would have been entitled, if then living, should go to his surviving daughters and their issue, or such of them as should be living at the time of the decease without issue of his said two last-mentioned daughters or either of them; and the testator thereby declared that all females entitled under his will to any estates, real or personal, should enjoy the same to their respective separate use apart from their husbands, and free from the debts, control, interference, or engagements of such husbands: And whereas the said William Lee died on or about the eighteenth day of November, one thousand eight hundred and seventy, without having revoked or altered his said will, save by a codicil bearing date the fourteenth day of July, one thousand eight hundred and seventy, which did not in any wise affect those portions of the will which are hereinbefore recited, and the said will was on or about the thirtieth day of December, one thousand eight hundred and seventy, duly proved by the said Thomas Lee, John Lee,  
and

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*Lee and Brady Settlement.*

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and George Lee, as such executors as aforesaid in the Supreme Court of New South Wales: And whereas by an indenture, dated the eleventh day of August, one thousand eight hundred and seventy-one, and made between the said Robert Hamilton Sempill, official assignee of the estate of the said James Brady of the first part, the said George William Lord of the second part, and the said John Lee and George Lee of the third part, in consideration of five hundred pounds to the said Robert Hamilton Sempill paid by the said George William Lord, the said Robert Hamilton Sempill as such official assignee as aforesaid, did release and assign unto the said George William Lord, his heirs, executors, administrators, and assigns, all the estate, right, title, interest, benefit, claim, and demand whatsoever, both at law and in equity, of him the said Robert Hamilton Sempill as such official assignee as aforesaid or otherwise, howsoever, of, in, and to the one equal undivided moiety or half part, and other the share and interest formerly of the said Maria Brady, of, in, to, out of and upon the several pieces or parcels of land and hereditaments comprised and described in the First Schedule hereto, and, of, in, and to the rents, issues, and profits thereof accrued since the fifteenth day of April, one thousand eight hundred and seventy, and thereafter to accrue due, whether acquired under and by virtue of the hereinbefore recited decree or otherwise, howsoever, together with all right of suit in connection therewith to hold the same with the appurtenances unto, and to the use of the said George William Lord, his heirs, executors, administrators, and assigns, according to the several natures and tenures thereof respectfully upon trust in the first place to secure to the said George William Lord, his executors, administrators, and assigns, the repayment by the said Maria Brady, her executors and administrators, out of her separate estate, on demand of the sum of five hundred pounds so paid by him for the purchase of the said right and interest as aforesaid, together with interest as therein mentioned, and subject thereto upon trust for the said John Lee and George Lee, their heirs and assigns, to be held by them upon the trusts, declared in and by the hereinbefore recited indenture of the twelfth day of June, one thousand eight hundred and sixty-one, or such and so many thereof as should or might be then subsisting, undetermined and capable of taking effect, and to the intent that the same might merge in the estate, right, title, and interest thereby vested in the said John Lee and George Lee, their heirs and assigns, or intended so to be in such and the same manner as if the said suit had never been instituted, and the cause of the said suit had never arisen: And whereas by an indenture bearing date the twenty-fourth day of June, one thousand eight hundred and seventy-two, and made between the said George William Lord of the first part, the said Maria Brady of the second part, the said John Lee and George Lee of the third part, and the said Thomas Lee, John Lee, and George Lee of the fourth part, in consideration of five hundred pounds to the said George William Lord, paid by the said Thomas Lee, John Lee, and George Lee, the trustees of the will of the said William Lee, deceased; out of the said sum of one thousand pounds so bequeathed in trust for the said Maria Brady and her issue, the said George William Lord, so far as he lawfully could or might, at the request and by the direction of the said Maria Brady, John Lee, and George Lee, did grant and release unto the said John Lee and George Lee, all that the estate and interest of him the said George William Lord, under or by virtue of the said recited indenture of the eleventh day of August, one thousand eight hundred and seventy-one, of, and in the said several parcels of land and hereditaments comprised and described in the said First Schedule hereto, to hold the same unto and to the use of the said John Lee and George Lee, their executors, administrators,  
and

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and assigns, upon trust in the first place to secure to the said Thomas Lee, John Lee, and George Lee, as such trustees of the will of the said William Lee deceased, as aforesaid, the repayment by the said Maria Brady, her executors or administrators, out of her separate estate on demand of the amount then due and owing to the said George William Lord, his executors, administrators, and assigns, in respect of the said sum of five hundred pounds so secured to him by virtue of the said recited indenture, of the eleventh day of August, one thousand eight hundred and seventy-one, as aforesaid, together with interest thereon, and payable at the times and in manner therein mentioned, and upon due payment thereof then upon trust for the said John Lee and George Lee, their heirs and assigns, to be held by them upon the trusts, and to, and for the ends, intents, and purposes declared in and by the said therein and hereinbefore recited indentures, of the twelfth day of June, one thousand eight hundred and sixty-one, and the eleventh day of August, one thousand eight hundred and seventy-one, or such of the same trusts as should be then subsisting, undetermined, and capable of taking effect. And whereas by articles of agreement made the eighth day of September, one thousand eight hundred and seventy-three, between the said George William Lord of the first part, the said Maria Brady, Adelaide Jane Brady, Albert Henry Brady, Emily Sophia Brady, and Edric Hubert Brady (being the four and only children of the said Maria Brady) of the second part, Robert Speirs Austin and Mary Jane, his wife, of the third part, the said John Lee and George Lee of the fourth part, and the said Thomas Lee, John Lee, and George Lee of the fifth part. It was mutually agreed and declared by and between the several persons, parties thereto (*inter alia*) that the lands and hereditaments described in the Third Schedule hereto should be vested in the said John Lee and George Lee, their heirs and assigns, upon the same trusts and to and for the same uses, ends, intents, and purposes, as were then subsisting with respect to the said undivided moiety of the said Maria Brady in the lands described in the said First Schedule hereto so far as the same were then subsisting and capable of taking effect, freed and discharged from all right, title, part share, interest, claim, and demand of the said Elizabeth Lord and of the said George William Lord in right of the said Elizabeth Lord, his wife, his and her heirs, executors, administrators, and assigns therein or thereto. And whereas by an Act of the Legislature, intituled "Lee's Partition and Sale Act of 1873" it was (*inter alia*) enacted that the land and hereditaments specified in the Third Schedule to the aforesaid articles of agreement (being the lands and hereditaments described in the said Third Schedule hereto) should as from the day of the date thereof be and remain vested in the said John Lee and George Lee, their heirs and assigns, to the uses and upon the trusts declared or referred to in and by the hereinbefore recited operative clause of the said articles of agreement, and freed and discharged as therein expressed. And whereas the said indenture of the twelfth day of June, one thousand eight hundred and sixty-one, does not give to the trustees or trustee thereof, or to any other person, any power during the lifetime of the said Maria Brady to sell, mortgage, demise, or exchange any of the lands and hereditaments comprised in or subject to the said indenture, being the lands described in the said Second and Third Schedules hereto. And whereas it is impossible, without the assistance of Parliament, to sell, mortgage, demise, or exchange the said lands and hereditaments. And whereas in consequence of such impossibility, a very large portion of the said lands and hereditaments is and remains unimproved and almost unproductive of income, and certain buildings on the said lands and hereditaments have become and are becoming dilapidated and almost unproductive

*Lee and Brady Settlement.*

unproductive and of small and decreasing value. And whereas it is expedient, and would be for the benefit of all parties interested in the said lands and hereditaments, that powers to sell, mortgage, lease, and exchange the same should be conferred on the trustees or trustee for the time being of the said indenture of the twelfth day of June, one thousand eight hundred and sixty-one, for the benefit of the persons interested under the said indenture, and that the proceeds of the sale of such of the said lands and hereditaments as shall, from time to time, be sold and the rents and profits arising from the lease of such of the said lands and hereditaments as shall, from time to time, be leased should be held in trust for, and the moneys raised by mortgage of such of the said lands and hereditaments as shall from time to time be mortgaged, should be applied towards the improvement of the property for the benefit of, and the moneys received by way of equality of exchange should be held in trust for the persons respectively entitled under the said indenture, to the lands and hereditaments so sold, demised, mortgaged, or exchanged: 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 Lee and George Lee, or other the Trustees or Trustee for the time being, of the said indenture of the twelfth day of June, one thousand eight hundred and sixty-one (such persons being hereinafter designated "the said trustees or trustee"), to sell and absolutely dispose of all and singular the said lands and hereditaments mentioned and described in the said Second and Third Schedules to this Act or any of them, or any part of the same lands and hereditaments, either by public auction or private contract, either in one or in more lot or lots, and in such manner generally, and upon and subject to such terms and conditions as the said trustees or trustee shall deem expedient, with power to buy in the said lands and hereditaments, or any of them, or any part thereof, at any sale by auction, and to rescind or vary any contract for sale, either on terms or gratuitously, and to re-sell without being responsible for any loss occasioned thereby, and upon any sale or sales, to convey the land so sold to the purchaser or purchasers thereof, his, her, or their heirs and assigns, or as such purchaser or purchasers may direct, freed and discharged from all trusts affecting the same, and the receipts in writing of the said trustees or trustee for the purchase money of any lands and hereditaments so sold shall be full and sufficient discharges to any purchasers from the same, and from being bound to see to the application of the same, and from any liability for the loss, non-application or misapplication of the same or of any part thereof.

Trustees empowered  
to sell and convey.

2. It shall be lawful for the said trustees or trustee 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, and generally as the said trustees or trustee 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: Provided, further, that in the event of any such security being taken the vendor's lien for the said purchase money, and every part thereof, shall not be thereby affected or lost.

Power to give credit  
to purchasers.

3. It shall be lawful for the said trustees or trustee, from time to time, by the consent of the said Maria Brady, for the purpose of raising any sum or sums of money which in their or his opinion it may be desirable to borrow, for the purpose of erecting any buildings, or repairing

Power to borrow  
money for building,  
&c.

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repairing or rebuilding any existing buildings upon, or otherwise improving any part or parts of the lands and hereditaments mentioned and described in the said Second and Third Schedules to this Act, to execute any mortgage or mortgages in fee or for any term or terms of years of such part or parts of the said lands and hereditaments, with power of sale and all other usual powers, provisions, and covenants: Provided that no person who shall advance money upon the security of any mortgage purporting to be made under the power hereby given, shall be bound to inquire as to the advisability or propriety of the raising of such money, or as to the application of such money when raised and advanced, and the receipt of the said trustees or trustee for the moneys so advanced shall effectually discharge the person advancing the same from any liability in respect of the misapplication or non-application thereof.

Power to grant leases.

4. It shall be lawful for the said trustees or trustee from time to time by deed or writing to demise and lease all or any part of the said lands and hereditaments to any person or persons for any term of years not exceeding twenty-one years to take effect in possession at the best yearly rent that can be reasonably obtained for the same without any fine, premium, or foregift. And also from time to time by deed to demise and lease any part of the said lands and hereditaments to any person or persons who shall covenant to improve the same by repairing any building or buildings now standing or which shall hereafter be standing on any part of the land thereby leased, or by erecting and building any house or houses, building or buildings on such land or any part thereof, or by otherwise expending in improvement such moneys as shall be deemed by the said trustees or trustee adequate to the interest to be parted with, but so that every lease under this last-mentioned power shall be for a term not exceeding fifty years to take effect in possession or within one year from the date thereof, and shall be at such rent as the said trustees or trustee shall, having regard to the terms and conditions of such lease think reasonable and proper, so, however, that nothing be taken by way of fine, premium or foregift: Provided that every indenture of lease made under the provisions of this section shall contain a covenant by the lessee to pay the rent thereby reserved and for insurance against fire of any building erected or to be erected on the land thereby demised, and also a condition of re-entry on non-payment of rent within a time to be therein specified, and so also that a counterpart of such lease be executed by the lessee. Any lessee paying any rent reserved by any such lease to the said trustees or trustee shall not be bound to see to the application thereof, and shall be free from any liability for the non-application or misapplication of the same or any part thereof.

5. It shall be lawful for the said trustees or trustee from time to time to exchange for other lands or hereditaments all or any of the said lands and hereditaments mentioned and described in the said Second and Third Schedules to this Act, and to give or receive any money for equality of exchange.

Trusts of unsold land and of purchase money.

6. The said trustees or trustee shall stand seized and possessed of the said lands and hereditaments or of such portion thereof as may from time to time remain unsold, subject to any leases granted and to any other estates, rights or interests created under the authority of this Act upon the trusts and subject to the trusts and provisions in the said respective indentures of the twelfth day of June, one thousand eight hundred and sixty-one, the eleventh day of August, one thousand eight hundred and seventy-one, and the twenty-fourth day of June, one thousand eight hundred and seventy-two; expressed and declared concerning the same respectively so far as the said trusts and provisions are subsisting. And from and after the sale or exchange of any portion of the said lands and hereditaments shall stand possessed of the



*Lee and Brady Settlement.*

the moneys arising from such sale or received by way of equality of exchange upon trust in the first place to pay all costs and expenses of and incidental to the procuring and passing this Act, and also of all deeds, instruments, acts, dealings and proceedings subsequently to the passing of this Act, executed, signed, done or undertaken for the purpose of enabling the said trustees or trustee to carry out advantageously any sale or exchange hereby authorised. And in the next place to pay and satisfy all costs, charges, and expenses incurred in and about the said sale or exchange. And after such payment as aforesaid upon trust to hold the net surplus of such moneys upon trust to invest the same in any debentures or Government securities of any kind of any of the Colonies of New South Wales, Victoria, or Queensland, or upon freehold securities in the said Colony of New South Wales, or upon deposit at interest in any bank carrying on business in the said last-mentioned Colony with power from time to time and at any time to vary or transpose any such investment or security into or for any other investment or security of the kind hereby authorised.

7. The said trustees or trustee shall stand possessed of such investments and securities and the net dividends, income, and annual produce arising therefrom, and also of the net rents arising from and payable under any lease made under the authority of this Act. Upon such trusts, and with and subject to such powers, provisions, and declarations as shall as nearly correspond with the uses, trusts, provisions, and declarations in the said indentures of the twelfth day of June, one thousand eight hundred and sixty-one, the eleventh day of August, one thousand eight hundred and seventy-one, and the twenty-fourth day of June, one thousand eight hundred and seventy-two, expressed and contained concerning the said lands and hereditaments, or any part or parts thereof respectively, or such of them as shall be subsisting or capable of taking effect as the different nature and quality of the premises and the rules of law and equity will permit: Provided that it shall be lawful for the said trustees or trustee to apply the whole or any part of the rents and profits of any portion or portions of the said lands and hereditaments in the said Second and Third Schedules to this Act mentioned and described in or towards payment of the interest from time to time due or owing on the security of any mortgage or mortgages executed under the powers herein contained.

Trusts of investments, rents, &c.

8. It shall be lawful for the said trustees or trustee to make and alter, and concur in the making and altering of any roads, streets, or ways on and over any part or parts of the said lands and hereditaments. And also to erect, make, and carry out, and concur in the erecting, making, and carrying-out of any walls, sewers, drains, water-courses, or other works which may, in the discretion of the said trustees or trustee, conduce to the better laying-out, improving, or selling of the said lands and hereditaments, or the convenience and enjoyment of those persons who shall have purchased, or shall purchase, any part thereof. The costs of any such works on the part of the said trustees or trustee, or their or his proportion of any costs for such works, and any costs and expenses of and incidental to the bringing of the said lands and hereditaments, or any part thereof, under the provisions of the Real Property Act (which the said trustees or trustee are or is hereby authorised to incur) may be deducted and retained by them or him in the same way they or he are or is hereby authorised to deduct and retain the costs and expenses of and incidental to sales or exchanges hereunder. For any of the purposes of this section the said trustees or trustee may reserve and dedicate either absolutely or upon any conditions any part or parts of the said lands and hereditaments.

Power to make roads, &c.

9. This Act may be cited as the "Lee and Brady Settlement Act of 1893."

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## SCHEDULES.

## THE FIRST SCHEDULE.

All that piece or parcel of land containing by admeasurement one rood and twenty-four perches, in the town, parish, and county of Bathurst, allotment number seven of section number two, bounded on the south-west by allotment number six south forty-eight and a half degrees east two chains: Commencing at the gaol and court house reserve on the south-east by William-street north forty-one and a half degrees east two chains; on the north-east by allotment number eight, north forty-eight and a half degrees west two chains to the gaol and court house reserve, and on the north-west by the reserve south forty-one and a half degrees west two chains,—being the allotment sold as lot twelve in pursuance of the advertisement of the sixth day of January, one thousand eight hundred and thirty-four. Also all that parcel of land containing by admeasurement two roods (more or less), and situate in the town, parish, and county aforesaid, being allotment number nineteen of section number two, bounded on the south-east by a line bearing south forty-one and a half degrees west: Commencing at the south corner of allotment number fourteen, five chains; on the south-west by a line north forty-eight and a half degrees west one chain; on the north-west by a line north forty-one and a half degrees east five chains; and on the north-east by a line south forty-eight and a half degrees east one chain, being the allotment sold as lot sixty-three in pursuance of advertisement of the thirteenth day of November, one thousand eight hundred and thirty-four. Also all that parcel of land containing by admeasurement two roods, and situated in the town, parish, and county aforesaid, being allotment number twenty of section number two, bounded on the south-east by a line south forty-one and a half degrees west: Commencing at the south corner of allotment number thirteen, five chains; on the south-west by a line north forty-eight and a half degrees west one chain; on the north-west by a line north forty-one and a half degrees east five chains; and on the north-east by a line south forty-eight and a half degrees east one chain,—being the allotment sold as lot sixty-four in pursuance of advertisement of thirteenth November, one thousand eight hundred and thirty-four. Also all that parcel of land containing by admeasurement two roods, and situate in the town, parish, and county aforesaid, allotment number twenty-one of section number two, bounded on the south-east by a line south forty-one and a half degrees west: Commencing at the south corner of allotment number twelve, five chains; on the south-west by a line north forty-eight and a half degrees west one chain; on the north-west by a line north forty-one and a half degrees east five chains; and on the north-east by a line south forty-eight and a half degrees east one chain,—being the allotment sold as lot sixty-five in pursuance of advertisement of thirteenth day of November, one thousand eight hundred and thirty-four. Also all that parcel of land containing by admeasurement two roods, and situated in the town, parish, and county aforesaid, being allotment number twenty-two of section number two, bounded on the south-east by a line south forty-one and a half degrees west five chains; on the south-west by a line north forty-eight and a half degrees west one chain; on the north-west by a line north forty-one and a half degrees east five chains; and on the north-east by a line south forty-eight and a half degrees east one chain,—being the allotment sold as lot sixty-six in pursuance of advertisement of thirteenth day of November, one thousand eight hundred and thirty-four. Also all that parcel of land containing by admeasurement one rood and twenty-four perches, situated in the town, parish, and county aforesaid, being allotment number six of section number two, bounded on the south-west by Howick-street south forty-eight and a half degrees east two chains: Commencing at the corner of the gaol and court house reserve on the south-east by William-street north forty-one and a half degrees east two chains; on the north-east by allotment number seven, north forty-eight and a half degrees west two chains to the gaol and court house reserve; and on the north-west by that reserve south forty-one and a half degrees west two chains,—being the allotment sold as lot eleven in pursuance of advertisement of sixth day of January, one thousand eight hundred and thirty-four. And also all those messuages or tenements, shops, stores, and buildings erected on the said six allotments or parcels of land hereinbefore particularly described or upon some or one of them, and which said six several allotments or parcels of land were conveyed to the said William Lee by indentures of lease and release bearing date respectively the thirty-first day of August and first day of September, one thousand eight hundred and forty, and made between John Liscombe of the first part, the said William Lee of the second part, John Betts, Thomas Burdekin, and Edye Manning of the third part, the said William Lee of the fourth part, and Gilbert Wright of the fifth part, and by indentures of lease and release bearing date respectively the fifth and sixth days of June, one thousand eight hundred and forty-one, and made between George Rankin, Robert Smith, David Maxwell Irving, George Busby, James Garnett Ewer, and John Liscombe of the first part, the said George Busby, John Liscombe, James Garnett Ewer, and James Byrne Richards, Henry Perrier, and John Street of the second part, the said William Lee of the third part, and Gilbert Wright of the fourth part.

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*Lee and Brady Settlement.*

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## THE SECOND SCHEDULE.

All that piece or parcel of land containing by admeasurement two roods, and situated in the town, parish, and county of Bathurst, being allotment number eight of section number eight, bounded on the north-east by a line north forty-eight and a half degrees west: Commencing at the south corner of allotment number seven, five chains; on the north-west by a line south forty-one and a half degrees west one chain; on the south-west by a line south forty-eight and a half degrees east five chains; and on the south-east by a line north forty-one and a half degrees east one chain; and also all that messuage or tenement erected thereon.

## THE THIRD SCHEDULE.

All that piece or parcel of land situate and lying in the parish of Bathurst, in the county of Bathurst, and Colony of New South Wales, and be the hereinafter mentioned dimensions all more or less: Commencing at the intersection of William-street with Howick-street; and bounded on the south-east by William-street bearing north forty-one degrees thirty minutes east one hundred and nineteen feet three inches; on the north-east by a line bearing west forty-one degrees thirty minutes north one hundred and thirty-two feet eleven inches to a lane sixteen feet wide; on the north-west by that lane bearing south forty-one degrees thirty minutes west one hundred and nineteen feet three inches; and on the south-west by Howick-street bearing east forty-one degrees thirty minutes south one hundred and thirty-two feet eleven inches to the point of commencement, together with the right to the use as heretofore enjoyed of all rights of way, roads, lanes, and streets laid out or existing on, near, or contiguous to the said land and hereditaments.

*In the name and on the behalf of Her Majesty I assent to this Act.*

R. W. DUFF.

*Government House,  
Sydney, 7th June, 1893.*

THE VICTORIAN

THE VICTORIAN

The first of the three volumes of the series is devoted to the history of the Victorian era, from the death of George III in 1801 to the death of Queen Victoria in 1901. It covers the political, social, and economic changes that shaped the era, and the role of the individual in society.

THE VICTORIAN

The second volume of the series is devoted to the literature of the Victorian era. It examines the works of the major authors of the period, including Dickens, Eliot, Turgenev, and Hardy, and discusses the social and cultural context in which they wrote.

In the first part of the book, the author discusses the political and social changes that shaped the Victorian era, and the role of the individual in society.

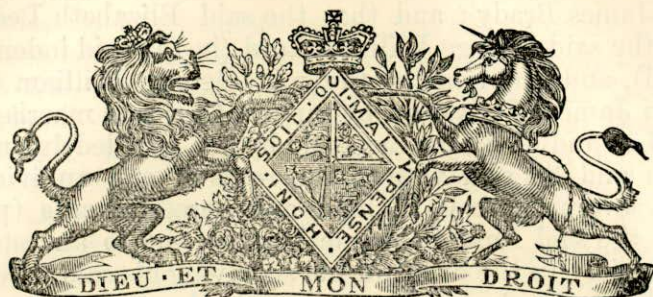
Department of  
University of

*I Certify that this PRIVATE BILL, which originated in the LEGISLATIVE ASSEMBLY, has finally passed the LEGISLATIVE COUNCIL and the LEGISLATIVE ASSEMBLY of NEW SOUTH WALES.*

*Legislative Assembly Chamber,  
Sydney, 1 June, 1893.* }

F. W. WEBB,  
*Clerk of the Legislative Assembly.*

## New South Wales.



ANNO QUINQUAGESIMO SEXTO

# VICTORIÆ REGINÆ.

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An Act to enable the trustees for the time being of a certain settlement made by William Lee and Maria Brady, and dated the twelfth day of June, one thousand eight hundred and sixty-one, to effect sales, mortgages, leases, and exchanges of the lands and hereditaments comprised in or subject to the trusts of the said settlement. [Assented to, 7th June, 1893.]

**W**HEREAS by an indenture dated the twenty-seventh day of Preamble. October, one thousand eight hundred and forty-three, and made between William Lee therein described of the first part, Mary, the wife of the said William Lee, of the second part, John Dargin and Thomas Kite of the third part, and James William Bligh of the fourth part for the considerations therein expressed, the several parcels of land and hereditaments particularly described in the First Schedule hereto were (*inter alia*) released and confirmed unto and to the use of the said John Dargin and Thomas Kite, their heirs and assigns, upon trust when and so soon as Maria Brady and Elizabeth Lord (then Maria Lee and Elizabeth Lee) should severally and respectively attain the age of twenty-one years or marry (events which have happened), as to one moiety or half part of the said lands and hereditaments for the said Maria Brady, her heirs and assigns, and as to the other moiety for the said Elizabeth Lord, her heirs and assigns; and to convey and assure the same to the said Maria Brady and Elizabeth Lord, their heirs and assigns respectively, as tenants in common: And whereas by an indenture dated the fifth day of April, one thousand eight hundred and sixty-one, and made between James Brady of the first part,

*I have examined this Bill, and find it to correspond in all respects with the Bill as finally passed by both Houses.*

NINIAN MELVILLE,  
*Chairman of Committees of the Legislative Assembly.*

*Lee and Brady Settlement.*

part, the said Maria Brady of the second part, the said William Lee of the third part, and the said John Dargin and Thomas Kite of the fourth part, after reciting the hereinbefore recited indenture of the twenty-seventh day of October, one thousand eight hundred and forty-three, and that the said Mary Lee was then living, and that the said Maria Lee was then the wife of the said James Brady, and had issue by the said James Brady; and that the said Elizabeth Lee was then the wife of the said George William Lord (in the said indenture called George Lord), and had issue by the said George William Lord; and that the said James Brady was, by virtue of his said marriage with the said Maria Lee and of his having issue by her, entitled during the joint lives of him and his said wife to the rents of one undivided moiety of the said several parcels of land and hereditaments (particularly described in the said First Schedule hereto), and to an estate for life in the said moiety in the event of his surviving his said wife; and that the said William Lee had contracted with the said James Brady for the absolute purchase of the said estate and interest of the said James Brady of and in the said several lands and hereditaments for the sum of five hundred pounds, and that the said parties thereto were desirous of having the said hereditaments settled to the uses thereafter declared, it was witnessed that in pursuance of such desire and in consideration of the natural love and affection which the said William Lee had and bore to his said daughter Maria Brady, and in consideration of five hundred pounds to the said James Brady, paid by the said William Lee, the said James Brady, at the request of and by the direction of the said William Lee, did surrender and yield up unto the said John Dargin and Thomas Kite, their heirs and assigns, and did also direct and appoint; and the said Maria Brady did direct and appoint according to their several and respective estates, rights, and interests therein the one undivided moiety of her the said Maria Brady of and in the said lands in the First Schedule hereto particularly described unto the said John Dargin and Thomas Kite, their heirs and assigns, to such uses, upon such trusts, and for such ends, intents, and purposes as the said Maria Brady should by any deed, or by her last will and testament, and notwithstanding coverture, direct, limit, or appoint, and for want of and until such direction, limitation, or appointment, or so far as the same should not extend in trust for the said Maria Brady during her life to her sole and separate use, and free from the debts, control, interference, or engagements of her then present or any future husband: And whereas the estate of the said James Brady was by an order of the Supreme Court of New South Wales, bearing date the first day of June, one thousand eight hundred and sixty-one, duly placed under sequestration according to law, and Frederick William Perry was duly appointed the official assignee of the said insolvent estate: And whereas by an indenture, dated the twelfth day of June, one thousand eight hundred and sixty-one, and made between the said William Lee of the first part, the said John Dargin and Thomas Kite of the second part, the said John Lee and George Lee of the third part, and the said Maria Brady of the fourth part. It is witnessed that for the considerations therein expressed the said Maria Brady, in pursuance and performance of the power of appointment to her given and limited by the said recited indenture of the fifth day of April, one thousand eight hundred and sixty-one, did appoint, and the said John Dargin and Thomas Kite did release unto the said John Lee and George Lee, their heirs and assigns, the said moiety to which she, the said Maria Brady, was so entitled under the said recited indentures of the twenty-seventh day of October, one thousand eight hundred and forty-three, and the fifth day of April, one thousand eight hundred and sixty-one, as aforesaid, to hold the

same

*Lee and Brady Settlement.*

same unto the said John Lee and George Lee, their heirs and assigns, to the use of the said Maria Brady during the term of her natural life without impeachment of waste, and to her sole and separate use, apart from her then present or any future husband, but so that the said Maria Brady should not in anywise sell or mortgage, charge, or incumber the said hereditaments by way of anticipation or otherwise, and from and immediately after her decease to the use of Adelaide Jane Brady, Albert Henry Brady, Emily Sophia Brady, and Edric Hubert Brady, therein called Edward Herbert Brady, and every other child of the said Maria Brady born in lawful wedlock, their heirs and assigns, as tenants in common: And whereas by the said indenture dated the twelfth day of June, one thousand eight hundred and sixty-one, after reciting (*inter alia*) that by virtue of an indenture dated the eleventh day of July, one thousand eight hundred and forty-two, and made between Robert Smith of the first part, Robert Robertson of the second part, the said William Lee of the third part, and Gilbert Wright of the fourth part, the land and hereditaments described in the Second Schedule hereto were, for the considerations therein mentioned, granted, released, and conveyed unto the said William Lee and his heirs to hold the same unto the said William Lee and his heirs nevertheless to such uses and for such estate or estates, and in such manner as the said William Lee should at any time or from time to time by any deed or deeds direct or appoint. It is further witnessed that for the considerations therein mentioned, the said William Lee did in pursuance of the power of appointment to him given and limited as aforesaid, and of every other power or authority in anywise enabling him in this behalf, appoint that the said lands and hereditaments described in the said Second Schedule hereto should go, remain, and be to the uses upon the trusts and in manner thereinafter mentioned and declared concerning the same; and the said William Lee for the considerations aforesaid by way of further and collateral assurance granted, released, and confirmed unto the said John Lee and George Lee and their heirs, the said last-mentioned land and hereditaments to have and to hold the same to the uses and upon the trusts lastly hereinbefore declared and expressed concerning the aforesaid moiety of the said land and hereditaments described in the said First Schedule hereto: And whereas by an order of the Supreme Court of New South Wales bearing date the ninth day of February, one thousand eight hundred and sixty-three, the said Frederick William Perry was removed from the office of official assignee of the said estate of the said James Brady, and Robert Hamilton Sempill was appointed to be the official assignee thereof in his stead: And whereas by a decree of the said Supreme Court, made on the tenth day of November, one thousand eight hundred and sixty-five, in a certain suit in equity, wherein the said Robert Hamilton Sempill was plaintiff and the said William Lee, James Brady, and Maria Brady, John Dargin, Thomas Kite, George Lee, and John Lee were defendants, and on appeal from a certain decree made in the same cause on the second day of March then last by His Honor Mr. Justice Milford, the Primary Judge, it was (amongst other things) declared that the said recited indentures of the fifth day of April and the twelfth day of June, one thousand eight hundred and sixty-one, so far as the same related to the said parcels of land and hereditaments in the First Schedule hereto particularly described were and each of them was void as against the creditors of the said James Brady, and also against the plaintiff as such official assignee of the estate and effects of the said James Brady: And whereas the said William Lee duly made and published his last will, dated on or about the second day of November, one thousand eight

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*Lee and Brady Settlement.*

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eight hundred and sixty-eight, whereby he appointed the said Thomas Lee, John Lee, and George Lee, trustees and executors, to whom he gave and bequeathed his personal estate upon trust, amongst other things to set apart and to invest in Government securities in New South Wales or Queensland, or upon mortgage of freehold estate or on real securities in New South Wales three several sums of two thousand five hundred pounds, one thousand pounds, and one thousand pounds, with power from time to time to vary the investments thereof for others of a like nature, and as to the said sum of two thousand five hundred pounds, and the funds and securities upon which the same should be invested, he declared that his said trustees or trustee for the time being should pay the dividends or annual produce thereof into the proper hands of his daughter, Mary Jane Austin, for and during the term of her natural life for her sole and separate use, apart from any husband, and so that her receipts alone should notwithstanding coverture be sufficient discharges for such dividends and annual proceeds, and from and immediately after the decease of his said daughter, Mary Jane Austin, he declared that his said trustees or trustee for the time being should stand possessed of the said last-mentioned trust fund of two thousand five hundred pounds and the securities thereof to such uses upon such trusts, and for such ends, intents, and purposes as his said daughter, Mary Jane Austin, should, notwithstanding coverture by deed or will, or any codicil or codicils to a will direct or appoint, and in default of such direction or appointment to the lawful issue of the said Mary Jane Austin, such issue, if more than one, to take in equal shares as tenants in common *per stirpes* and not *per capita*; and in case there should be no issue of the said Mary Jane Austin living at the time of her decease, then that the said trust fund of two thousand five hundred pounds and the securities thereof should be held in trust for his other daughters, the said Maria Brady and Elizabeth Lord, and their issue lawfully begotten, who should be living at the time of the decease without issue of his said daughter, Mary Jane Austin, share and share alike, as tenants in common, and as to the two several trust funds of one thousand pounds and one thousand pounds and the securities thereof, he declared that one of such last-mentioned trust funds should be upon the like trusts for his said daughter, Maria Brady, and her issue, and the other of them upon the like trusts for his said daughter, Elizabeth Lord, and her issue as were thereinbefore declared in favour of his said daughter, Mary Jane Austin, and her issue, with reference to the said sum of two thousand five hundred pounds and the securities thereof; and that in case his said two daughters, Maria Brady and Elizabeth Lord, or either of them should die without leaving lawful issue living at the time of their or her decease, the fund to which such issue would have been entitled, if then living, should go to his surviving daughters and their issue, or such of them as should be living at the time of the decease without issue of his said two last-mentioned daughters or either of them; and the testator thereby declared that all females entitled under his will to any estates, real or personal, should enjoy the same to their respective separate use apart from their husbands, and free from the debts, control, interference, or engagements of such husbands: And whereas the said William Lee died on or about the eighteenth day of November, one thousand eight hundred and seventy, without having revoked or altered his said will, save by a codicil bearing date the fourteenth day of July, one thousand eight hundred and seventy, which did not in any wise affect those portions of the will which are hereinbefore recited, and the said will was on or about the thirtieth day of December, one thousand eight hundred and seventy, duly proved by the said Thomas Lee, John Lee, and



*Lee and Brady Settlement.*

and George Lee, as such executors as aforesaid in the Supreme Court of New South Wales: And whereas by an indenture, dated the eleventh day of August, one thousand eight hundred and seventy-one, and made between the said Robert Hamilton Sempill, official assignee of the estate of the said James Brady of the first part, the said George William Lord of the second part, and the said John Lee and George Lee of the third part, in consideration of five hundred pounds to the said Robert Hamilton Sempill paid by the said George William Lord, the said Robert Hamilton Sempill as such official assignee as aforesaid, did release and assign unto the said George William Lord, his heirs, executors, administrators, and assigns, all the estate, right, title, interest, benefit, claim, and demand whatsoever, both at law and in equity, of him the said Robert Hamilton Sempill as such official assignee as aforesaid or otherwise, howsoever, of, in, and to the one equal undivided moiety or half part, and other the share and interest formerly of the said Maria Brady, of, in, to, out of and upon the several pieces or parcels of land and hereditaments comprised and described in the First Schedule hereto, and, of, in, and to the rents, issues, and profits thereof accrued since the fifteenth day of April, one thousand eight hundred and seventy, and thereafter to accrue due, whether acquired under and by virtue of the hereinbefore recited decree or otherwise, howsoever, together with all right of suit in connection therewith to hold the same with the appurtenances unto, and to the use of the said George William Lord, his heirs, executors, administrators, and assigns, according to the several natures and tenures thereof respectfully upon trust in the first place to secure to the said George William Lord, his executors, administrators, and assigns, the repayment by the said Maria Brady, her executors and administrators, out of her separate estate, on demand of the sum of five hundred pounds so paid by him for the purchase of the said right and interest as aforesaid, together with interest as therein mentioned, and subject thereto upon trust for the said John Lee and George Lee, their heirs and assigns, to be held by them upon the trusts, declared in and by the hereinbefore recited indenture of the twelfth day of June, one thousand eight hundred and sixty-one, or such and so many thereof as should or might be then subsisting, undetermined and capable of taking effect, and to the intent that the same might merge in the estate, right, title, and interest thereby vested in the said John Lee and George Lee, their heirs and assigns, or intended so to be in such and the same manner as if the said suit had never been instituted, and the cause of the said suit had never arisen: And whereas by an indenture bearing date the twenty-fourth day of June, one thousand eight hundred and seventy-two, and made between the said George William Lord of the first part, the said Maria Brady of the second part, the said John Lee and George Lee of the third part, and the said Thomas Lee, John Lee, and George Lee of the fourth part, in consideration of five hundred pounds to the said George William Lord, paid by the said Thomas Lee, John Lee, and George Lee, the trustees of the will of the said William Lee, deceased; out of the said sum of one thousand pounds so bequeathed in trust for the said Maria Brady and her issue, the said George William Lord, so far as he lawfully could or might, at the request and by the direction of the said Maria Brady, John Lee, and George Lee, did grant and release unto the said John Lee and George Lee, all that the estate and interest of him the said George William Lord, under or by virtue of the said recited indenture of the eleventh day of August, one thousand eight hundred and seventy-one, of, and in the said several parcels of land and hereditaments comprised and described in the said First Schedule hereto, to hold the same unto and to the use of the said John Lee and George Lee, their executors, administrators, and

*Lee and Brady Settlement.*

and assigns, upon trust in the first place to secure to the said Thomas Lee, John Lee, and George Lee, as such trustees of the will of the said William Lee deceased, as aforesaid, the repayment by the said Maria Brady, her executors or administrators, out of her separate estate on demand of the amount then due and owing to the said George William Lord, his executors, administrators, and assigns, in respect of the said sum of five hundred pounds so secured to him by virtue of the said recited indenture, of the eleventh day of August, one thousand eight hundred and seventy-one, as aforesaid, together with interest thereon, and payable at the times and in manner therein mentioned, and upon due payment thereof then upon trust for the said John Lee and George Lee, their heirs and assigns, to be held by them upon the trusts, and to, and for the ends, intents, and purposes declared in and by the said therein and hereinbefore recited indentures, of the twelfth day of June, one thousand eight hundred and sixty-one, and the eleventh day of August, one thousand eight hundred and seventy-one, or such of the same trusts as should be then subsisting, undetermined, and capable of taking effect. And whereas by articles of agreement made the eighth day of September, one thousand eight hundred and seventy-three, between the said George William Lord of the first part, the said Maria Brady, Adelaide Jane Brady, Albert Henry Brady, Emily Sophia Brady, and Edric Hubert Brady (being the four and only children of the said Maria Brady) of the second part, Robert Speirs Austin and Mary Jane, his wife, of the third part, the said John Lee and George Lee of the fourth part, and the said Thomas Lee, John Lee, and George Lee of the fifth part. It was mutually agreed and declared by and between the several persons, parties thereto (*inter alia*) that the lands and hereditaments described in the Third Schedule hereto should be vested in the said John Lee and George Lee, their heirs and assigns, upon the same trusts and to and for the same uses, ends, intents, and purposes, as were then subsisting with respect to the said undivided moiety of the said Maria Brady in the lands described in the said First Schedule hereto so far as the same were then subsisting and capable of taking effect, freed and discharged from all right, title, part share, interest, claim, and demand of the said Elizabeth Lord and of the said George William Lord in right of the said Elizabeth Lord, his wife, his and her heirs, executors, administrators, and assigns therein or thereto. And whereas by an Act of the Legislature, intituled "Lee's Partition and Sale Act of 1873" it was (*inter alia*) enacted that the land and hereditaments specified in the Third Schedule to the aforesaid articles of agreement (being the lands and hereditaments described in the said Third Schedule hereto) should as from the day of the date thereof be and remain vested in the said John Lee and George Lee, their heirs and assigns, to the uses and upon the trusts declared or referred to in and by the hereinbefore recited operative clause of the said articles of agreement, and freed and discharged as therein expressed. And whereas the said indenture of the twelfth day of June, one thousand eight hundred and sixty-one, does not give to the trustees or trustee thereof, or to any other person, any power during the lifetime of the said Maria Brady to sell, mortgage, demise, or exchange any of the lands and hereditaments comprised in or subject to the said indenture, being the lands described in the said Second and Third Schedules hereto. And whereas it is impossible, without the assistance of Parliament, to sell, mortgage, demise, or exchange the said lands and hereditaments. And whereas in consequence of such impossibility, a very large portion of the said lands and hereditaments is and remains unimproved and almost unproductive of income, and certain buildings on the said lands and hereditaments have become and are becoming dilapidated and almost unproductive

*Lee and Brady Settlement.*

unproductive and of small and decreasing value. And whereas it is expedient, and would be for the benefit of all parties interested in the said lands and hereditaments, that powers to sell, mortgage, lease, and exchange the same should be conferred on the trustees or trustee for the time being of the said indenture of the twelfth day of June, one thousand eight hundred and sixty-one, for the benefit of the persons interested under the said indenture, and that the proceeds of the sale of such of the said lands and hereditaments as shall, from time to time, be sold and the rents and profits arising from the lease of such of the said lands and hereditaments as shall, from time to time, be leased should be held in trust for, and the moneys raised by mortgage of such of the said lands and hereditaments as shall from time to time be mortgaged, should be applied towards the improvement of the property for the benefit of, and the moneys received by way of equality of exchange should be held in trust for the persons respectively entitled under the said indenture, to the lands and hereditaments so sold, demised, mortgaged, or exchanged: 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 Lee and George Lee, or other the Trustees or Trustee for the time being, of the said indenture of the twelfth day of June, one thousand eight hundred and sixty-one (such persons being hereinafter designated "the said trustees or trustee"), to sell and absolutely dispose of all and singular the said lands and hereditaments mentioned and described in the said Second and Third Schedules to this Act or any of them, or any part of the same lands and hereditaments, either by public auction or private contract, either in one or in more lot or lots, and in such manner generally, and upon and subject to such terms and conditions as the said trustees or trustee shall deem expedient, with power to buy in the said lands and hereditaments, or any of them, or any part thereof, at any sale by auction, and to rescind or vary any contract for sale, either on terms or gratuitously, and to re-sell without being responsible for any loss occasioned thereby, and upon any sale or sales, to convey the land so sold to the purchaser or purchasers thereof, his, her, or their heirs and assigns, or as such purchaser or purchasers may direct, freed and discharged from all trusts affecting the same, and the receipts in writing of the said trustees or trustee for the purchase money of any lands and hereditaments so sold shall be full and sufficient discharges to any purchasers from the same, and from being bound to see to the application of the same, and from any liability for the loss, non-application or misapplication of the same or of any part thereof.

Trustees empowered to sell and convey.

2. It shall be lawful for the said trustees or trustee 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, and generally as the said trustees or trustee 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: Provided, further, that in the event of any such security being taken the vendor's lien for the said purchase money, and every part thereof, shall not be thereby affected or lost.

Power to give credit to purchasers.

3. It shall be lawful for the said trustees or trustee, from time to time, by the consent of the said Maria Brady, for the purpose of raising any sum or sums of money which in their or his opinion it may be desirable to borrow, for the purpose of erecting any buildings, or repairing

Power to borrow money for building, &c.

*Lee and Brady Settlement.*

repairing or rebuilding any existing buildings upon, or otherwise improving any part or parts of the lands and hereditaments mentioned and described in the said Second and Third Schedules to this Act, to execute any mortgage or mortgages in fee or for any term or terms of years of such part or parts of the said lands and hereditaments, with power of sale and all other usual powers, provisions, and covenants: Provided that no person who shall advance money upon the security of any mortgage purporting to be made under the power hereby given, shall be bound to inquire as to the advisability or propriety of the raising of such money, or as to the application of such money when raised and advanced, and the receipt of the said trustees or trustee for the moneys so advanced shall effectually discharge the person advancing the same from any liability in respect of the misapplication or non-application thereof.

Power to grant leases.

4. It shall be lawful for the said trustees or trustee from time to time by deed or writing to demise and lease all or any part of the said lands and hereditaments to any person or persons for any term of years not exceeding twenty-one years to take effect in possession at the best yearly rent that can be reasonably obtained for the same without any fine, premium, or foregift. And also from time to time by deed to demise and lease any part of the said lands and hereditaments to any person or persons who shall covenant to improve the same by repairing any building or buildings now standing or which shall hereafter be standing on any part of the land thereby leased, or by erecting and building any house or houses, building or buildings on such land or any part thereof, or by otherwise expending in improvement such moneys as shall be deemed by the said trustees or trustee adequate to the interest to be parted with, but so that every lease under this last-mentioned power shall be for a term not exceeding fifty years to take effect in possession or within one year from the date thereof, and shall be at such rent as the said trustees or trustee shall, having regard to the terms and conditions of such lease think reasonable and proper, so, however, that nothing be taken by way of fine, premium or foregift: Provided that every indenture of lease made under the provisions of this section shall contain a covenant by the lessee to pay the rent thereby reserved and for insurance against fire of any building erected or to be erected on the land thereby demised, and also a condition of re-entry on non-payment of rent within a time to be therein specified, and so also that a counterpart of such lease be executed by the lessee. Any lessee paying any rent reserved by any such lease to the said trustees or trustee shall not be bound to see to the application thereof, and shall be free from any liability for the non-application or misapplication of the same or any part thereof.

5. It shall be lawful for the said trustees or trustee from time to time to exchange for other lands or hereditaments all or any of the said lands and hereditaments mentioned and described in the said Second and Third Schedules to this Act, and to give or receive any money for equality of exchange.

Trusts of unsold land and of purchase money.

6. The said trustees or trustee shall stand seized and possessed of the said lands and hereditaments or of such portion thereof as may from time to time remain unsold, subject to any leases granted and to any other estates, rights or interests created under the authority of this Act upon the trusts and subject to the trusts and provisions in the said respective indentures of the twelfth day of June, one thousand eight hundred and sixty-one, the eleventh day of August, one thousand eight hundred and seventy-one, and the twenty-fourth day of June, one thousand eight hundred and seventy-two; expressed and declared concerning the same respectively so far as the said trusts and provisions are subsisting. And from and after the sale or exchange of any portion of the said lands and hereditaments shall stand possessed of the

*Lee and Brady Settlement.*

the moneys arising from such sale or received by way of equality of exchange upon trust in the first place to pay all costs and expenses of and incidental to the procuring and passing this Act, and also of all deeds, instruments, acts, dealings and proceedings subsequently to the passing of this Act, executed, signed, done or undertaken for the purpose of enabling the said trustees or trustee to carry out advantageously any sale or exchange hereby authorised. And in the next place to pay and satisfy all costs, charges, and expenses incurred in and about the said sale or exchange. And after such payment as aforesaid upon trust to hold the net surplus of such moneys upon trust to invest the same in any debentures or Government securities of any kind of any of the Colonies of New South Wales, Victoria, or Queensland, or upon freehold securities in the said Colony of New South Wales, or upon deposit at interest in any bank carrying on business in the said last-mentioned Colony with power from time to time and at any time to vary or transpose any such investment or security into or for any other investment or security of the kind hereby authorised.

7. The said trustees or trustee shall stand possessed of such investments and securities and the net dividends, income, and annual produce arising therefrom, and also of the net rents arising from and payable under any lease made under the authority of this Act. Upon such trusts, and with and subject to such powers, provisions, and declarations as shall as nearly correspond with the uses, trusts, provisions, and declarations in the said indentures of the twelfth day of June, one thousand eight hundred and sixty-one, the eleventh day of August, one thousand eight hundred and seventy-one, and the twenty-fourth day of June, one thousand eight hundred and seventy-two, expressed and contained concerning the said lands and hereditaments, or any part or parts thereof respectively, or such of them as shall be subsisting or capable of taking effect as the different nature and quality of the premises and the rules of law and equity will permit: Provided that it shall be lawful for the said trustees or trustee to apply the whole or any part of the rents and profits of any portion or portions of the said lands and hereditaments in the said Second and Third Schedules to this Act mentioned and described in or towards payment of the interest from time to time due or owing on the security of any mortgage or mortgages executed under the powers herein contained.

Trusts of investments, rents, &c.

8. It shall be lawful for the said trustees or trustee to make and alter, and concur in the making and altering of any roads, streets, or ways on and over any part or parts of the said lands and hereditaments. And also to erect, make, and carry out, and concur in the erecting, making, and carrying-out of any walls, sewers, drains, water-courses, or other works which may, in the discretion of the said trustees or trustee, conduce to the better laying-out, improving, or selling of the said lands and hereditaments, or the convenience and enjoyment of those persons who shall have purchased, or shall purchase, any part thereof. The costs of any such works on the part of the said trustees or trustee, or their or his proportion of any costs for such works, and any costs and expenses of and incidental to the bringing of the said lands and hereditaments, or any part thereof, under the provisions of the Real Property Act (which the said trustees or trustee are or is hereby authorised to incur) may be deducted and retained by them or him in the same way they or he are or is hereby authorised to deduct and retain the costs and expenses of and incidental to sales or exchanges hereunder. For any of the purposes of this section the said trustees or trustee may reserve and dedicate either absolutely or upon any conditions any part or parts of the said lands and hereditaments.

Power to make roads, &c.

9. This Act may be cited as the "Lee and Brady Settlement Act of 1893."

SCHEDULES.

*Lee and Brady Settlement.*

## SCHEDULES.

## THE FIRST SCHEDULE.

All that piece or parcel of land containing by admeasurement one rood and twenty-four perches, in the town, parish, and county of Bathurst, allotment number seven of section number two, bounded on the south-west by allotment number six south forty-eight and a half degrees east two chains: Commencing at the gaol and court house reserve on the south-east by William-street north forty-one and a half degrees east two chains; on the north-east by allotment number eight, north forty-eight and a half degrees west two chains to the gaol and court house reserve, and on the north-west by the reserve south forty-one and a half degrees west two chains,—being the allotment sold as lot twelve in pursuance of the advertisement of the sixth day of January, one thousand eight hundred and thirty-four. Also all that parcel of land containing by admeasurement two roods (more or less), and situate in the town, parish, and county aforesaid, being allotment number nineteen of section number two, bounded on the south-east by a line bearing south forty-one and a half degrees west: Commencing at the south corner of allotment number fourteen, five chains; on the south-west by a line north forty-eight and a half degrees west one chain; on the north-west by a line north forty-one and a half degrees east five chains; and on the north-east by a line south forty-eight and a half degrees east one chain, being the allotment sold as lot sixty-three in pursuance of advertisement of the thirteenth day of November, one thousand eight hundred and thirty-four. Also all that parcel of land containing by admeasurement two roods, and situated in the town, parish, and county aforesaid, being allotment number twenty of section number two, bounded on the south-east by a line south forty-one and a half degrees west: Commencing at the south corner of allotment number thirteen, five chains; on the south-west by a line north forty-eight and a half degrees west one chain; on the north-west by a line north forty-one and a half degrees east five chains; and on the north-east by a line south forty-eight and a half degrees east one chain,—being the allotment sold as lot sixty-four in pursuance of advertisement of thirteenth November, one thousand eight hundred and thirty-four. Also all that parcel of land containing by admeasurement two roods, and situate in the town, parish, and county aforesaid, allotment number twenty-one of section number two, bounded on the south-east by a line south forty-one and a half degrees west: Commencing at the south corner of allotment number twelve, five chains; on the south-west by a line north forty-eight and a half degrees west one chain; on the north-west by a line north forty-one and a half degrees east five chains; and on the north-east by a line south forty-eight and a half degrees east one chain,—being the allotment sold as lot sixty-five in pursuance of advertisement of thirteenth day of November, one thousand eight hundred and thirty-four. Also all that parcel of land containing by admeasurement two roods, and situated in the town, parish, and county aforesaid, being allotment number twenty-two of section number two, bounded on the south-east by a line south forty-one and a half degrees west five chains; on the south-west by a line north forty-eight and a half degrees west one chain; on the north-west by a line north forty-one and a half degrees east five chains; and on the north-east by a line south forty-eight and a half degrees east one chain,—being the allotment sold as lot sixty-six in pursuance of advertisement of thirteenth day of November, one thousand eight hundred and thirty-four. Also all that parcel of land containing by admeasurement one rood and twenty-four perches, situated in the town, parish, and county aforesaid, being allotment number six of section number two, bounded on the south-west by Howick-street south forty-eight and a half degrees east two chains: Commencing at the corner of the gaol and court house reserve on the south-east by William-street north forty-one and a half degrees east two chains; on the north-east by allotment number seven, north forty-eight and a half degrees west two chains to the gaol and court house reserve; and on the north-west by that reserve south forty-one and a half degrees west two chains,—being the allotment sold as lot eleven in pursuance of advertisement of sixth day of January, one thousand eight hundred and thirty-four. And also all those messuages or tenements, shops, stores, and buildings erected on the said six allotments or parcels of land hereinbefore particularly described or upon some or one of them, and which said six several allotments or parcels of land were conveyed to the said William Lee by indentures of lease and release bearing date respectively the thirty-first day of August and first day of September, one thousand eight hundred and forty, and made between John Liscombe of the first part, the said William Lee of the second part, John Betts, Thomas Burdekin, and Edye Manning of the third part, the said William Lee of the fourth part, and Gilbert Wright of the fifth part, and by indentures of lease and release bearing date respectively the fifth and sixth days of June, one thousand eight hundred and forty-one, and made between George Rankin, Robert Smith, David Maxwell Irving, George Busby, James Garnett Ewer, and John Liscombe of the first part, the said George Busby, John Liscombe, James Garnett Ewer, and James Byrne Richards, Henry Perrier, and John Street of the second part, the said William Lee of the third part, and Gilbert Wright of the fourth part.

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*Lee and Brady Settlement.*

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## THE SECOND SCHEDULE.

All that piece or parcel of land containing by admeasurement two roods, and situated in the town, parish, and county of Bathurst, being allotment number eight of section number eight, bounded on the north-east by a line north forty-eight and a half degrees west: Commencing at the south corner of allotment number seven, five chains; on the north-west by a line south forty-one and a half degrees west one chain; on the south-west by a line south forty-eight and a half degrees east five chains; and on the south-east by a line north forty-one and a half degrees east one chain; and also all that messuage or tenement erected thereon.

## THE THIRD SCHEDULE.

All that piece or parcel of land situate and lying in the parish of Bathurst, in the county of Bathurst, and Colony of New South Wales, and be the hereinafter mentioned dimensions all more or less: Commencing at the intersection of William-street with Howick-street; and bounded on the south-east by William-street bearing north forty-one degrees thirty minutes east one hundred and nineteen feet three inches; on the north-east by a line bearing west forty-one degrees thirty minutes north one hundred and thirty-two feet eleven inches to a lane sixteen feet wide; on the north-west by that lane bearing south forty-one degrees thirty minutes west one hundred and nineteen feet three inches; and on the south-west by Howick-street bearing east forty-one degrees thirty minutes south one hundred and thirty-two feet eleven inches to the point of commencement, together with the right to the use as heretofore enjoyed of all rights of way, roads, lanes, and streets laid out or existing on, near, or contiguous to the said land and hereditaments.

*In the name and on the behalf of Her Majesty I assent to this Act.*

R. W. DUFF.

*Government House,  
Sydney, 7th June, 1893.*

Annual Report

of the

The first part of the report contains a general statement of the work done during the year, and a list of the names of the persons who have been employed in the service of the institution.

THE FUTURE

The second part of the report contains a statement of the work done during the year, and a list of the names of the persons who have been employed in the service of the institution.

In the year ending on the 31st of December 1870, the total number of persons employed in the service of the institution was 100.

Wm. H. H. H. H.



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, 25 May, 1893. }

F. W. WEBB,  
Clerk of the Legislative Assembly.

## New South Wales.



ANNO QUINQUAGESIMO SEXTO

# VICTORIÆ REGINÆ.

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An Act to enable the trustees for the time being of a certain settlement made by William Lee and Maria Brady, and dated the twelfth day of June, one thousand eight hundred and sixty-one, to effect sales, mortgages, leases, and exchanges of the lands and hereditaments comprised in or subject to the trusts of the said settlement.

**W**HEREAS by an indenture dated the twenty-seventh day of Preamble.  
October, one thousand eight hundred and forty-three, and  
made between William Lee therein described of the first part, Mary,  
the wife of the said William Lee, of the second part, John Dargin and  
5 Thomas Kite of the third part, and James William Bligh of the fourth  
part for the considerations therein expressed, the several parcels of  
land and hereditaments particularly described in the First Schedule  
hereto were (*inter alia*) released and confirmed unto and to the use of  
the said John Dargin and Thomas Kite, their heirs and assigns, upon  
10 trust when and so soon as Maria Brady and Elizabeth Lord (then  
Maria Lee and Elizabeth Lee) should severally and respectively attain  
the age of twenty-one years or marry (events which have happened),  
as to one moiety or half part of the said lands and hereditaments for  
the said Maria Brady, her heirs and assigns, and as to the other moiety  
15 for the said Elizabeth Lord, her heirs and assigns; and to convey and  
assure the same to the said Maria Brady and Elizabeth Lord, their  
heirs and assigns respectively, as tenants in common: And whereas  
by an indenture dated the fifth day of April, one thousand eight  
hundred and sixty-one, and made between James Brady of the first  
part,

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*Lee and Brady Settlement.*

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part, the said Maria Brady of the second part, the said William Lee of the third part, and the said John Dargin and Thomas Kite of the fourth part, after reciting the hereinbefore recited indenture of the twenty-seventh day of October, one thousand eight hundred and forty-  
5 three, and that the said Mary Lee was then living, and that the said Maria Lee was then the wife of the said James Brady, and had issue by the said James Brady; and that the said Elizabeth Lee was then the wife of the said George William Lord (in the said indenture called George Lord), and had issue by the said George William Lord; and  
10 that the said James Brady was, by virtue of his said marriage with the said Maria Lee and of his having issue by her, entitled during the joint lives of him and his said wife to the rents of one undivided moiety of the said several parcels of land and hereditaments (particularly described in the said First Schedule hereto), and to an estate for life  
15 in the said moiety in the event of his surviving his said wife; and that the said William Lee had contracted with the said James Brady for the absolute purchase of the said estate and interest of the said James Brady of and in the said several lands and hereditaments for the sum of five hundred pounds, and that the said parties thereto were desirous  
20 of having the said hereditaments settled to the uses thereafter declared, it was witnessed that in pursuance of such desire and in consideration of the natural love and affection which the said William Lee had and bore to his said daughter Maria Brady, and in consideration of five hundred pounds to the said James Brady, paid by  
25 the said William Lee, the said James Brady, at the request of and by the direction of the said William Lee, did surrender and yield up unto the said John Dargin and Thomas Kite, their heirs and assigns, and did also direct and appoint; and the said Maria Brady did direct and appoint according to their several and respective estates, rights,  
30 and interests therein the one undivided moiety of her the said Maria Brady of and in the said lands in the First Schedule hereto particularly described unto the said John Dargin and Thomas Kite, their heirs and assigns, to such uses, upon such trusts, and for such ends, intents, and purposes as the said Maria Brady should by any deed, or  
35 by her last will and testament, and notwithstanding coverture, direct, limit, or appoint, and for want of and until such direction, limitation, or appointment, or so far as the same should not extend in trust for the said Maria Brady during her life to her sole and separate use, and free from the debts, control, interference, or engagements of her then  
40 present or any future husband: And whereas the estate of the said James Brady was by an order of the Supreme Court of New South Wales, bearing date the first day of June, one thousand eight hundred and sixty-one, duly placed under sequestration according to law, and Frederick William Perry was duly appointed the official assignee of  
45 the said insolvent estate: And whereas by an indenture, dated the twelfth day of June, one thousand eight hundred and sixty-one, and made between the said William Lee of the first part, the said John Dargin and Thomas Kite of the second part, the said John Lee and George Lee of the third part, and the said Maria Brady of the fourth  
50 part. It is witnessed that for the considerations therein expressed the said Maria Brady, in pursuance and performance of the power of appointment to her given and limited by the said recited indenture of the fifth day of April, one thousand eight hundred and sixty-one, did appoint, and the said John Dargin and Thomas Kite did release unto  
55 the said John Lee and George Lee, their heirs and assigns, the said moiety to which she, the said Maria Brady, was so entitled under the said recited indentures of the twenty-seventh day of October, one thousand eight hundred and forty-three, and the fifth day of April, one thousand eight hundred and sixty-one, as aforesaid, to hold the  
same

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same unto the said John Lee and George Lee, their heirs and assigns, to the use of the said Maria Brady during the term of her natural life without impeachment of waste, and to her sole and separate use, apart from her then present or any future husband, but so that the said  
5 Maria Brady should not in anywise sell or mortgage, charge, or incumber the said hereditaments by way of anticipation or otherwise, and from and immediately after her decease to the use of Adelaide Jane Brady, Albert Henry Brady, Emily Sophia Brady, and Edric Hubert Brady, therein called Edward Herbert Brady,  
10 and every other child of the said Maria Brady born in lawful wedlock, their heirs and assigns, as tenants in common: And whereas by the said indenture dated the twelfth day of June, one thousand eight hundred and sixty-one, after reciting (*inter alia*) that by virtue of an indenture dated the eleventh day of July, one thousand  
15 eight hundred and forty-two, and made between Robert Smith of the first part, Robert Robertson of the second part, the said William Lee of the third part, and Gilbert Wright of the fourth part, the land and hereditaments described in the Second Schedule hereto were, for the considerations therein mentioned, granted, released, and conveyed unto  
20 the said William Lee and his heirs to hold the same unto the said William Lee and his heirs nevertheless to such uses and for such estate or estates, and in such manner as the said William Lee should at any time or from time to time by any deed or deeds direct or appoint. It is further witnessed that for the considerations therein  
25 mentioned, the said William Lee did in pursuance of the power of appointment to him given and limited as aforesaid, and of every other power or authority in anywise enabling him in this behalf, appoint that the said lands and hereditaments described in the said Second Schedule hereto should go, remain, and be to the uses upon the trusts  
30 and in manner thereafter mentioned and declared concerning the same; and the said William Lee for the considerations aforesaid by way of further and collateral assurance granted, released, and confirmed unto the said John Lee and George Lee and their heirs, the said last-mentioned land and hereditaments to have and to hold the same to  
35 the uses and upon the trusts lastly hereinbefore declared and expressed concerning the aforesaid moiety of the said land and hereditaments described in the said First Schedule hereto: And whereas by an order of the Supreme Court of New South Wales bearing date the ninth day of February, one thousand eight hundred  
40 and sixty-three, the said Frederick William Perry was removed from the office of official assignee of the said estate of the said James Brady, and Robert Hamilton Sempill was appointed to be the official assignee thereof in his stead: And whereas by a decree of the said Supreme Court, made on the tenth day of November,  
45 one thousand eight hundred and sixty-five, in a certain suit in equity, wherein the said Robert Hamilton Sempill was plaintiff and the said William Lee, James Brady, and Maria Brady, John Dargin, Thomas Kite, George Lee, and John Lee were defendants, and on appeal from a certain decree made in the same cause on the second day of March  
50 then last by His Honor Mr. Justice Milford, the Primary Judge, it was (amongst other things) declared that the said recited indentures of the fifth day of April and the twelfth day of June, one thousand eight hundred and sixty-one, so far as the same related to the said parcels of land and hereditaments in the First Schedule hereto  
55 particularly described were and each of them was void as against the creditors of the said James Brady, and also against the plaintiff as such official assignee of the estate and effects of the said James Brady: And whereas the said William Lee duly made and published his last will, dated on or about the second day of November, one thousand  
eight

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eight hundred and sixty-eight, whereby he appointed the said Thomas Lee, John Lee, and George Lee, trustees and executors, to whom he gave and bequeathed his personal estate upon trust, amongst other things to set apart and to invest in Government securities in  
5 New South Wales or Queensland, or upon mortgage of freehold estate or on real securities in New South Wales three several sums of two thousand five hundred pounds, one thousand pounds, and one thousand pounds, with power from time to time to vary the investments thereof for others of a like nature, and as to the said sum of two  
10 thousand five hundred pounds, and the funds and securities upon which the same should be invested, he declared that his said trustees or trustee for the time being should pay the dividends or annual produce thereof into the proper hands of his daughter, Mary Jane Austin, for and during the term of her natural life for her sole and  
15 separate use, apart from any husband, and so that her receipts alone should notwithstanding coverture be sufficient discharges for such dividends and annual proceeds, and from and immediately after the decease of his said daughter, Mary Jane Austin, he declared that his said trustees or trustee for the time being should stand possessed of  
20 the said last-mentioned trust fund of two thousand five hundred pounds and the securities thereof to such uses upon such trusts, and for such ends, intents, and purposes as his said daughter, Mary Jane Austin, should, notwithstanding coverture by deed or will, or any codicil or codicils to a will direct or appoint, and in default of such  
25 direction or appointment to the lawful issue of the said Mary Jane Austin, such issue, if more than one, to take in equal shares as tenants in common *per stirpes* and not *per capita*; and in case there should be no issue of the said Mary Jane Austin living at the time of her decease, then that the said trust fund of two thousand five hundred  
30 pounds and the securities thereof should be held in trust for his other daughters, the said Maria Brady and Elizabeth Lord, and their issue lawfully begotten, who should be living at the time of the decease without issue of his said daughter, Mary Jane Austin, share and share alike, as tenants in common, and as to the two several trust funds of  
35 one thousand pounds and one thousand pounds and the securities thereof, he declared that one of such last-mentioned trust funds should be upon the like trusts for his said daughter, Maria Brady, and her issue, and the other of them upon the like trusts for his said daughter, Elizabeth Lord, and her issue as were thereinbefore declared in favour  
40 of his said daughter, Mary Jane Austin, and her issue, with reference to the said sum of two thousand five hundred pounds and the securities thereof; and that in case his said two daughters, Maria Brady and Elizabeth Lord, or either of them should die without leaving lawful issue living at the time of their or her decease, the fund to which  
45 such issue would have been entitled, if then living, should go to his surviving daughters and their issue, or such of them as should be living at the time of the decease without issue of his said two last-mentioned daughters or either of them; and the testator thereby declared that all females entitled under his will to any estates, real or  
50 personal, should enjoy the same to their respective separate use apart from their husbands, and free from the debts, control, interference, or engagements of such husbands: And whereas the said William Lee died on or about the eighteenth day of November, one thousand eight hundred and seventy, without having revoked or altered his said will,  
55 save by a codicil bearing date the fourteenth day of July, one thousand eight hundred and seventy, which did not in any wise affect those portions of the will which are hereinbefore recited, and the said will was on or about the thirtieth day of December, one thousand eight hundred and seventy, duly proved by the said Thomas Lee, John Lee,  
and

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and George Lee, as such executors as aforesaid in the Supreme Court of New South Wales: And whereas by an indenture, dated the eleventh day of August, one thousand eight hundred and seventy-one, and made between the said Robert Hamilton Sempill, official  
5 assignee of the estate of the said James Brady of the first part, the said George William Lord of the second part, and the said John Lee and George Lee of the third part, in consideration of five hundred pounds to the said Robert Hamilton Sempill paid by the said George William Lord, the said Robert Hamilton Sempill as such official  
10 assignee as aforesaid, did release and assign unto the said George William Lord, his heirs, executors, administrators, and assigns, all the estate, right, title, interest, benefit, claim, and demand whatsoever, both at law and in equity, of him the said Robert Hamilton Sempill as such official assignee as aforesaid or otherwise, howsoever, of, in, and  
15 to the one equal undivided moiety or half part, and other the share and interest formerly of the said Maria Brady, of, in, to, out of and upon the several pieces or parcels of land and hereditaments comprised and described in the First Schedule hereto, and, of, in, and to the rents, issues, and profits thereof accrued since the fifteenth day of April, one  
20 thousand eight hundred and seventy, and thereafter to accrue due, whether acquired under and by virtue of the hereinbefore recited decree or otherwise, howsoever, together with all right of suit in connection therewith to hold the same with the appurtenances unto, and to the use of the said George William Lord, his heirs, executors, administrators,  
25 and assigns, according to the several natures and tenures thereof respectfully upon trust in the first place to secure to the said George William Lord, his executors, administrators, and assigns, the repayment by the said Maria Brady, her executors and administrators, out of her separate estate, on demand of the sum of five hundred pounds so  
30 paid by him for the purchase of the said right and interest as aforesaid, together with interest as therein mentioned, and subject thereto upon trust for the said John Lee and George Lee, their heirs and assigns, to be held by them upon the trusts, declared in and by the hereinbefore recited indenture of the twelfth day of June, one thousand eight  
35 hundred and sixty-one, or such and so many thereof as should or might be then subsisting, undetermined and capable of taking effect, and to the intent that the same might merge in the estate, right, title, and interest thereby vested in the said John Lee and George Lee, their heirs and assigns, or intended so to be in such and the same manner  
40 as if the said suit had never been instituted, and the cause of the said suit had never arisen: And whereas by an indenture bearing date the twenty-fourth day of June, one thousand eight hundred and seventy-two, and made between the said George William Lord of the first part, the said Maria Brady of the second part, the said John Lee and  
45 George Lee of the third part, and the said Thomas Lee, John Lee, and George Lee of the fourth part, in consideration of five hundred pounds to the said George William Lord, paid by the said Thomas Lee, John Lee, and George Lee, the trustees of the will of the said William Lee, deceased; out of the said sum of one thousand pounds so bequeathed  
50 in trust for the said Maria Brady and her issue, the said George William Lord, so far as he lawfully could or might, at the request and by the direction of the said Maria Brady, John Lee, and George Lee, did grant and release unto the said John Lee and George Lee, all that the estate and interest of him the said George William Lord, under or  
55 by virtue of the said recited indenture of the eleventh day of August, one thousand eight hundred and seventy-one, of, and in the said several parcels of land and hereditaments comprised and described in the said first Schedule hereto, to hold the same unto and to the use of the said John Lee and George Lee, their executors, administrators,  
and

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and assigns, upon trust in the first place to secure to the said Thomas Lee, John Lee, and George Lee, as such trustees of the will of the said William Lee deceased, as aforesaid, the repayment by the said Maria Brady, her executors or administrators, out of her separate estate on  
5 demand of the amount then due and owing to the said George William Lord, his executors, administrators, and assigns, in respect of the said sum of five hundred pounds so secured to him by virtue of the said recited indenture, of the eleventh day of August, one thousand eight hundred and seventy-one, as aforesaid, together with interest thereon,  
10 and payable at the times and in manner therein mentioned, and upon due payment thereof then upon trust for the said John Lee and George Lee, their heirs and assigns, to be held by them upon the trusts, and to, and for the ends, intents, and purposes declared in and by the said therein and hereinbefore recited indentures, of the twelfth  
15 day of June, one thousand eight hundred and sixty-one, and the eleventh day of August, one thousand eight hundred and seventy-one, or such of the same trusts as should be then subsisting, undetermined, and capable of taking effect. And whereas by articles of agreement made the eighth day of September, one thousand eight hundred and  
20 seventy-three, between the said George William Lord of the first part, the said Maria Brady, Adelaide Jane Brady, Albert Henry Brady, Emily Sophia Brady, and Edric Hubert Brady (being the four and only children of the said Maria Brady) of the second part, Robert Speirs Austin and Mary Jane, his wife, of the third part, the said  
25 John Lee and George Lee of the fourth part, and the said Thomas Lee, John Lee, and George Lee of the fifth part. It was mutually agreed and declared by and between the several persons, parties thereto (*inter alia*) that the lands and hereditaments described in the Third Schedule hereto should be vested in the said John Lee and George  
30 Lee, their heirs and assigns, upon the same trusts and to and for the same uses, ends, intents, and purposes, as were then subsisting with respect to the said undivided moiety of the said Maria Brady in the lands described in the said First Schedule hereto so far as the same were then subsisting and capable of taking effect, freed and discharged  
35 from all right, title, part share, interest, claim, and demand of the said Elizabeth Lord and of the said George William Lord in right of the said Elizabeth Lord, his wife, his and her heirs, executors, administrators, and assigns therein or thereto. And whereas by an Act of the Legislature, intituled "Lee's Partition and Sale Act of 1873" it was  
40 (*inter alia*) enacted that the land and hereditaments specified in the Third Schedule to the aforesaid articles of agreement (being the lands and hereditaments described in the said Third Schedule hereto) should as from the day of the date thereof be and remain vested in the said John Lee and George Lee, their heirs and assigns, to the uses and  
45 upon the trusts declared or referred to in and by the hereinbefore recited operative clause of the said articles of agreement, and freed and discharged as therein expressed. And whereas the said indenture of the twelfth day of June, one thousand eight hundred and sixty-one, does not give to the trustees or trustee thereof, or to any other person,  
50 any power during the lifetime of the said Maria Brady to sell, mortgage, demise, or exchange any of the lands and hereditaments comprised in or subject to the said indenture, being the lands described in the said Second and Third Schedules hereto. And whereas it is impossible, without the assistance of Parliament, to sell, mortgage,  
55 demise, or exchange the said lands and hereditaments. And whereas in consequence of such impossibility, a very large portion of the said lands and hereditaments is and remains unimproved and almost unproductive of income, and certain buildings on the said lands and hereditaments have become and are becoming dilapidated and almost unproductive

*Lee and Brady Settlement.*

unproductive and of small and decreasing value. And whereas it is expedient, and would be for the benefit of all parties interested in the said lands and hereditaments, that powers to sell, mortgage, lease, and exchange the same should be conferred on the trustees or trustee for  
 5 the time being of the said indenture of the twelfth day of June, one thousand eight hundred and sixty-one, for the benefit of the persons interested under the said indenture, and that the proceeds of the sale of such of the said lands and hereditaments as shall, from time to time,  
 10 be sold and the rents and profits arising from the lease of such of the said lands and hereditaments as shall, from time to time, be leased should be held in trust for, and the moneys raised by mortgage of such of the said lands and hereditaments as shall from time to time be mortgaged, should be applied towards the improvement of the property for the benefit of, and the moneys received by  
 15 way of equality of exchange should be held in trust for the persons respectively entitled under the said indenture, to the lands and hereditaments so sold, demised, mortgaged, or exchanged. Be it therefore enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and Legislative  
 20 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 Lee and George Lee, or other the Trustees or Trustee for the time being, of the said indenture of the twelfth day of June, one thousand eight hundred and sixty-one  
 25 (such persons being hereinafter designated "the said trustees or trustee"), to sell and absolutely dispose of all and singular the said lands and hereditaments mentioned and described in the said Second and Third Schedules to this Act or any of them, or any part of the same lands and hereditaments, either by public auction or private  
 30 contract, either in one or in more lot or lots, and in such manner generally, and upon and subject to such terms and conditions as the said trustees or trustee shall deem expedient, with power to buy in the said lands and hereditaments, or any of them, or any part thereof, at any sale by auction, and to rescind or vary any contract for sale, either  
 35 on terms or gratuitously, and to re-sell without being responsible for any loss occasioned thereby, and upon any sale or sales, to convey the land so sold to the purchaser or purchasers thereof, his, her, or their heirs and assigns, or as such purchaser or purchasers may direct, freed and discharged from all trusts affecting the same, and the receipts in  
 40 writing of the said trustees or trustee for the purchase money of any lands and hereditaments so sold shall be full and sufficient discharges to any purchasers from the same, and from being bound to see to the application of the same, and from any liability for the loss, non-application or misapplication of the same or of any part thereof.

2. It shall be lawful for the said trustees or trustee to allow  
 45 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, and generally as the said trustees or trustee may deem reasonable and expedient: Provided that the land in respect of  
 50 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: Provided, further, that in the event of any such security being taken the vendor's lien for the said purchase  
 55 money, and every part thereof, shall not be thereby affected or lost.

3. It shall be lawful for the said trustees or trustee, from time to time, by the consent of the said Maria Brady, for the purpose of  
 raising any sum or sums of money which in their or his opinion it may be desirable to borrow, for the purpose of erecting any buildings, or  
 repairing

Trustees empowered to sell and convey.

Power to give credit to purchasers.

Power to borrow money for building &c

*Lee and Brady Settlement.*

- repairing or rebuilding any existing buildings upon, or otherwise improving any part or parts of the lands and hereditaments mentioned and described in the said Second and Third Schedules to this Act, to execute any mortgage or mortgages in fee or for any term or terms of 5 years of such part or parts of the said lands and hereditaments, with power of sale and all other usual powers, provisions, and covenants: Provided that no person who shall advance money upon the security of any mortgage purporting to be made under the power hereby given, shall be bound to inquire as to the advisability or propriety of the 10 raising of such money, or as to the application of such money when raised and advanced, and the receipt of the said trustees or trustee for the moneys so advanced shall effectually discharge the person advancing the same from any liability in respect of the misapplication or non-application thereof.
- 15 4. It shall be lawful for the said trustees or trustee from time to time by deed or writing to demise and lease all or any part of the said lands and hereditaments to any person or persons for any term of years not exceeding twenty-one years to take effect in possession at the best yearly rent that can be reasonably obtained for the same without any 20 fine, premium, or foregift. And also from time to time by deed to demise and lease any part of the said lands and hereditaments to any person or persons who shall covenant to improve the same by repairing any building or buildings now standing or which shall hereafter be standing on any part of the land thereby leased, or by erecting and 25 building any house or houses, building or buildings on such land or any part thereof, or by otherwise expending in improvement such moneys as shall be deemed by the said trustees or trustee adequate to the interest to be parted with, but so that every lease under this last-mentioned power shall be for a term not exceeding fifty years to take 30 effect in possession or within one year from the date thereof, and shall be at such rent as the said trustees or trustee shall, having regard to the terms and conditions of such lease think reasonable and proper, so, however, that nothing be taken by way of fine, premium or foregift: Provided that every indenture of lease made under the provisions of 35 this section shall contain a covenant by the lessee to pay the rent thereby reserved and for insurance against fire of any building erected or to be erected on the land thereby demised, and also a condition of re-entry on non-payment of rent within a time to be therein specified, and so also that a counterpart of such lease be executed by the lessee.
- 40 Any lessee paying any rent reserved by any such lease to the said trustees or trustee shall not be bound to see to the application thereof, and shall be free from any liability for the non-application or misapplication of the same or any part thereof.
- 45 5. It shall be lawful for the said trustees or trustee from time to time to exchange for other lands or hereditaments all or any of the said lands and hereditaments mentioned and described in the said Second and Third Schedules to this Act, and to give or receive any money for equality of exchange.
- 50 6. The said trustees or trustee shall stand seized and possessed of the said lands and hereditaments or of such portion thereof as may from time to time remain unsold, subject to any leases granted and to any other estates, rights or interests created under the authority of this Act upon the trusts and subject to the trusts and provisions in the said respective indentures of the twelfth day of June, one thousand eight 55 hundred and sixty-one, the eleventh day of August, one thousand eight hundred and seventy-one, and the twenty-fourth day of June, one thousand eight hundred and seventy-two; expressed and declared concerning the same respectively so far as the said trusts and provisions are subsisting. And from and after the sale or exchange of any 60 portion of the said lands and hereditaments shall stand possessed of the

Power to grant leases.

Trusts of unsold land and of purchase money.



*Lee and Brady Settlement.*

the moneys arising from such sale or received by way of equality of exchange upon trust in the first place to pay all costs and expenses of and incidental to the procuring and passing this Act, and also of all deeds, instruments, acts, dealings and proceedings subsequently  
 5 to the passing of this Act, executed, signed, done or undertaken for the purpose of enabling the said trustees or trustee to carry out advantageously any sale or exchange hereby authorised. And in the next place to pay and satisfy all costs, charges, and expenses incurred in and about the said sale or exchange. And after such  
 10 payment as aforesaid upon trust to hold the net surplus of such moneys upon trust to invest the same in any debentures or Government securities of any kind of any of the Colonies of New South Wales, Victoria, or Queensland, or upon freehold securities in the said Colony of New South Wales, or upon deposit at interest in any bank  
 15 carrying on business in the said last-mentioned Colony with power from time to time and at any time to vary or transpose any such investment or security into or for any other investment or security of the kind hereby authorised.

7. The said trustees or trustee shall stand possessed of such  
 20 investments and securities and the net dividends, income, and annual produce arising therefrom, and also of the net rents arising from and payable under any lease made under the authority of this Act. Upon such trusts, and with and subject to such powers, provisions, and declarations as shall as nearly correspond with the uses, trusts,  
 25 provisions, and declarations in the said indentures of the twelfth day of June, one thousand eight hundred and sixty-one, the eleventh day of August, one thousand eight hundred and seventy-one, and the twenty-fourth day of June, one thousand eight hundred and seventy-two, expressed and contained concerning the said lands and heredita-  
 30 ments, or any part or parts thereof respectively, or such of them as shall be subsisting or capable of taking effect as the different nature and quality of the premises and the rules of law and equity will permit: Provided that it shall be lawful for the said trustees or trustee to apply the whole or any part of the rents and profits of any portion or portions  
 35 of the said lands and hereditaments in the said Second and Third Schedules to this Act mentioned and described in or towards payment of the interest from time to time due or owing on the security of any mortgage or mortgages executed under the powers herein contained.

8. It shall be lawful for the said trustees or trustee to make  
 40 and alter, and concur in the making and altering of any roads, streets, or ways on and over any part or parts of the said lands and hereditaments. And also to erect, make, and carry out, and concur in the erecting, making, and carrying-out of any walls, sewers, drains, water-  
 45 courses, or other works which may, in the discretion of the said trustees or trustee, conduce to the better laying-out, improving, or selling of the said lands and hereditaments, or the convenience and enjoyment of those persons who shall have purchased, or shall purchase, any part thereof. The costs of any such works on the part of the said trustees  
 50 or trustee, or their or his proportion of any costs for such works, and any costs and expenses of and incidental to the bringing of the said lands and hereditaments, or any part thereof, under the provisions of the Real Property Act (which the said trustees or trustee are or is hereby authorised to incur) may be deducted and retained by them or him in the same way they or he are or is hereby authorised to deduct  
 55 and retain the costs and expenses of and incidental to sales or exchanges hereunder. For any of the purposes of this section the said trustees or trustee may reserve and dedicate either absolutely or upon any conditions any part or parts of the said lands and hereditaments.

9. This Act may be cited as the "Lee and Brady Settlement  
 60 Act of 1893."

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## SCHEDULES.

## THE FIRST SCHEDULE.

All that piece or parcel of land containing by admeasurement one rood and twenty-four perches, in the town, parish, and county of Bathurst, allotment number 5 seven of section number two, bounded on the south-west by allotment number six south forty-eight and a half degrees east two chains: Commencing at the gaol and court house reserve on the south-east by William-street north forty-one and a half degrees east two chains; on the north-east by allotment number eight, north forty-eight and a half degrees west two chains to the gaol and court house reserve, and on 10 the north-west by the reserve south forty-one and a half degrees west two chains,—being the allotment sold as lot twelve in pursuance of the advertisement of the sixth day of January, one thousand eight hundred and thirty-four. Also all that parcel of land containing by admeasurement two roods (more or less), and situate in the town, parish, and county aforesaid, being allotment number nineteen of section number two, 15 bounded on the south-east by a line bearing south forty-one and a half degrees west: Commencing at the south corner of allotment number fourteen, five chains; on the south-west by a line north forty-eight and a half degrees west one chain; on the north-west by a line north forty-one and a half degrees east five chains; and on the north-east by a line south forty-eight and a half degrees east one chain, being the allotment sold as lot 20 sixty-three in pursuance of advertisement of the thirteenth day of November, one thousand eight hundred and thirty-four. Also all that parcel of land containing by admeasurement two roods, and situated in the town, parish, and county aforesaid, being allotment number twenty of section number two, bounded on the south-east by a line south forty-one and a half degrees west: Commencing at the south corner of allotment 25 number thirteen, five chains; on the south-west by a line north forty-eight and a half degrees west one chain; on the north-west by a line north forty-one and a half degrees east five chains; and on the north-east by a line south forty-eight and a half degrees east one chain,—being the allotment sold as lot sixty-four in pursuance of advertisement of thirteenth November, one thousand eight hundred and thirty-four. Also all that parcel 30 of land containing by admeasurement two roods, and situate in the town, parish, and county aforesaid, allotment number twenty-one of section number two, bounded on the south-east by a line south forty-one and a half degrees west: Commencing at the south corner of allotment number twelve, five chains; on the south-west by a line north forty-eight and a half degrees west one chain; on the north-west by a line north forty-one and 35 a half degrees east five chains; and on the north-east by a line south forty-eight and a half degrees east one chain,—being the allotment sold as lot sixty-five in pursuance of advertisement of thirteenth day of November, one thousand eight hundred and thirty-four. Also all that parcel of land containing by admeasurement two roods, and situated 40 in the town, parish, and county aforesaid, being allotment number twenty-two of section number two, bounded on the south-east by a line south forty-one and a half degrees west five chains; on the south-west by a line north forty-eight and a half degrees west one chain; on the north-west by a line north forty-one and a half degrees east five chains; and on the north-east by a line south forty-eight and a half degrees east one chain,—being the allotment sold as lot sixty-six in pursuance of advertisement of 45 thirteenth day of November, one thousand eight hundred and thirty-four. Also all that parcel of land containing by admeasurement one rood and twenty-four perches, situated in the town, parish, and county aforesaid, being allotment number six of section number two, bounded on the south-west by Howick-street south forty-eight and a half degrees east two chains: Commencing at the corner of the gaol and court house reserve on the 50 south-east by William-street north forty-one and a half degrees east two chains; on the north-east by allotment number seven, north forty-eight and a half degrees west two chains to the gaol and court house reserve; and on the north-west by that reserve south forty-one and a half degrees west two chains,—being the allotment sold as lot eleven in pursuance of advertisement of sixth day of January, one thousand eight hundred and 55 thirty-four. And also all those messuages or tenements, shops, stores, and buildings erected on the said six allotments or parcels of land hereinbefore particularly described or upon some or one of them, and which said six several allotments or parcels of land were conveyed to the said William Lee by indentures of lease and release bearing date respectively the thirty-first day of August and first day of September, one thousand 60 eight hundred and forty, and made between John Liscombe of the first part, the said William Lee of the second part, John Betts, Thomas Burdekin, and Edey Manning of the third part, the said William Lee of the fourth part, and Gilbert Wright of the fifth part, and by indentures of lease and release bearing date respectively the fifth and sixth days of June, one thousand eight hundred and forty-one, and made between George 65 Rankin, Robert Smith, David Maxwell Irving, George Busby, James Garnett Ewer, and John Liscombe of the first part, the said George Busby, John Liscombe, James Garnett Ewer, and James Byrne Richards, Henry Perrier, and John Street of the second part, the said William Lee of the third part, and Gilbert Wright of the fourth part.

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*Lee and Brady Settlement.*


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## THE SECOND SCHEDULE.

All that piece or parcel of land containing by admeasurement two roods, and situated in the town, parish, and county of Bathurst, being allotment number eight of section number eight, bounded on the north-east by a line north forty-eight and a half 5 degrees west: Commencing at the south corner of allotment number seven, five chains; on the north-west by a line south forty-one and a half degrees west one chain; on the south-west by a line south forty-eight and a half degrees east five chains; and on the south-east by a line north forty-one and a half degrees east one chain; and also all that messuage or tenement erected thereon.

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THE THIRD SCHEDULE.

10

All that piece or parcel of land situate and lying in the parish of Bathurst, in the county of Bathurst, and Colony of New South Wales, and be the hereinafter mentioned dimensions all more or less: Commencing at the intersection of William-street with Howick-street; and bounded on the south-east by William-street bearing 15 north forty-one degrees thirty minutes east one hundred and nineteen feet three inches; on the north-east by a line bearing west forty-one degrees thirty minutes north one hundred and thirty-two feet eleven inches to a lane sixteen feet wide; on the north-west by that lane bearing south forty-one degrees thirty minutes west one hundred and nineteen feet three inches; and on the south-west by Howick-street bearing east forty- 20 one degrees thirty minutes south one hundred and thirty-two feet eleven inches to the point of commencement, together with the right to the use as heretofore enjoyed of all rights of way, roads, lanes, and streets laid out or existing on, near, or contiguous to the said land and hereditaments.

[9d.]

Doc

the first part of the report...

10

the second part of the report...

THE SECOND PART

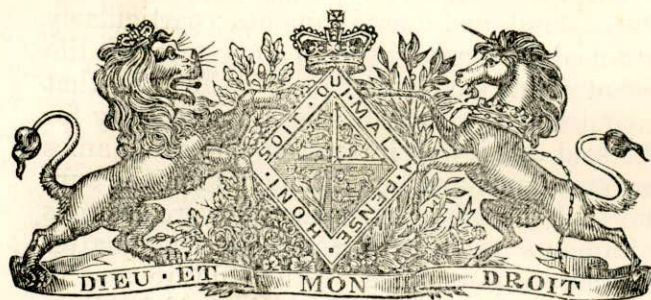
THE SECOND PART

*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, 25 May, 1893.* }

F. W. WEBB,  
*Clerk of the Legislative Assembly.*

## New South Wales.



ANNO QUINQUAGESIMO SEXTO

# VICTORIÆ REGINÆ.

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An Act to enable the trustees for the time being of a certain settlement made by William Lee and Maria Brady, and dated the twelfth day of June, one thousand eight hundred and sixty-one, to effect sales, mortgages, leases, and exchanges of the lands and hereditaments comprised in or subject to the trusts of the said settlement.

**W**HEREAS by an indenture dated the twenty-seventh day of <sup>Preamble.</sup> October, one thousand eight hundred and forty-three, and made between William Lee therein described of the first part, Mary, the wife of the said William Lee, of the second part, John Dargin and  
5 Thomas Kite of the third part, and James William Bligh of the fourth part for the considerations therein expressed, the several parcels of land and hereditaments particularly described in the First Schedule hereto were (*inter alia*) released and confirmed unto and to the use of the said John Dargin and Thomas Kite, their heirs and assigns, upon  
10 trust when and so soon as Maria Brady and Elizabeth Lord (then Maria Lee and Elizabeth Lee) should severally and respectively attain the age of twenty-one years or marry (events which have happened), as to one moiety or half part of the said lands and hereditaments for the said Maria Brady, her heirs and assigns, and as to the other moiety  
15 for the said Elizabeth Lord, her heirs and assigns; and to convey and assure the same to the said Maria Brady and Elizabeth Lord, their heirs and assigns respectively, as tenants in common: And whereas by an indenture dated the fifth day of April, one thousand eight hundred and sixty-one, and made between James Brady of the first  
548—A part,

*Lee and Brady Settlement.*

part, the said Maria Brady of the second part, the said William Lee of the third part, and the said John Dargin and Thomas Kite of the fourth part, after reciting the hereinbefore recited indenture of the twenty-seventh day of October, one thousand eight hundred and forty-  
5 three, and that the said Mary Lee was then living, and that the said Maria Lee was then the wife of the said James Brady, and had issue by the said James Brady; and that the said Elizabeth Lee was then the wife of the said George William Lord (in the said indenture called George Lord), and had issue by the said George William Lord; and  
10 that the said James Brady was, by virtue of his said marriage with the said Maria Lee and of his having issue by her, entitled during the joint lives of him and his said wife to the rents of one undivided moiety of the said several parcels of land and hereditaments (particularly described in the said First Schedule hereto), and to an estate for life  
15 in the said moiety in the event of his surviving his said wife; and that the said William Lee had contracted with the said James Brady for the absolute purchase of the said estate and interest of the said James Brady of and in the said several lands and hereditaments for the sum of five hundred pounds, and that the said parties thereto were desirous  
20 of having the said hereditaments settled to the uses thereafter declared, it was witnessed that in pursuance of such desire and in consideration of the natural love and affection which the said William Lee had and bore to his said daughter Maria Brady, and in consideration of five hundred pounds to the said James Brady, paid by  
25 the said William Lee, the said James Brady, at the request of and by the direction of the said William Lee, did surrender and yield up unto the said John Dargin and Thomas Kite, their heirs and assigns, and did also direct and appoint; and the said Maria Brady did direct and appoint according to their several and respective estates, rights,  
30 and interests therein the one undivided moiety of her the said Maria Brady of and in the said lands in the First Schedule hereto particularly described unto the said John Dargin and Thomas Kite, their heirs and assigns, to such uses, upon such trusts, and for such ends, intents, and purposes as the said Maria Brady should by any deed, or  
35 by her last will and testament, and notwithstanding coverture, direct, limit, or appoint, and for want of and until such direction, limitation, or appointment, or so far as the same should not extend in trust for the said Maria Brady during her life to her sole and separate use, and free from the debts, control, interference, or engagements of her then  
40 present or any future husband: And whereas the estate of the said James Brady was by an order of the Supreme Court of New South Wales, bearing date the first day of June, one thousand eight hundred and sixty-one, duly placed under sequestration according to law, and Frederick William Perry was duly appointed the official assignee of  
45 the said insolvent estate: And whereas by an indenture, dated the twelfth day of June, one thousand eight hundred and sixty-one, and made between the said William Lee of the first part, the said John Dargin and Thomas Kite of the second part, the said John Lee and George Lee of the third part, and the said Maria Brady of the fourth  
50 part. It is witnessed that for the considerations therein expressed the said Maria Brady, in pursuance and performance of the power of appointment to her given and limited by the said recited indenture of the fifth day of April, one thousand eight hundred and sixty-one, did appoint, and the said John Dargin and Thomas Kite did release unto  
55 the said John Lee and George Lee, their heirs and assigns, the said moiety to which she, the said Maria Brady, was so entitled under the said recited indentures of the twenty-seventh day of October, one thousand eight hundred and forty-three, and the fifth day of April, one thousand eight hundred and sixty-one, as aforesaid, to hold the  
same

*Lee and Brady Settlement.*

same unto the said John Lee and George Lee, their heirs and assigns, to the use of the said Maria Brady during the term of her natural life without impeachment of waste, and to her sole and separate use, apart from her then present or any future husband, but so that the said  
5 Maria Brady should not in anywise sell or mortgage, charge, or incur the said hereditaments by way of anticipation or otherwise, and from and immediately after her decease to the use of Adelaide Jane Brady, Albert Henry Brady, Emily Sophia Brady, and Edric Hubert Brady, therein called Edward Herbert Brady,  
10 and every other child of the said Maria Brady born in lawful wedlock, their heirs and assigns, as tenants in common: And whereas by the said indenture dated the twelfth day of June, one thousand eight hundred and sixty-one, after reciting (*inter alia*) that by virtue of an indenture dated the eleventh day of July, one thousand  
15 eight hundred and forty-two, and made between Robert Smith of the first part, Robert Robertson of the second part, the said William Lee of the third part, and Gilbert Wright of the fourth part, the land and hereditaments described in the Second Schedule hereto were, for the considerations therein mentioned, granted, released, and conveyed unto  
20 the said William Lee and his heirs to hold the same unto the said William Lee and his heirs nevertheless to such uses and for such estate or estates, and in such manner as the said William Lee should at any time or from time to time by any deed or deeds direct or appoint. It is further witnessed that for the considerations therein  
25 mentioned, the said William Lee did in pursuance of the power of appointment to him given and limited as aforesaid, and of every other power or authority in anywise enabling him in this behalf, appoint that the said lands and hereditaments described in the said Second Schedule hereto should go, remain, and be to the uses upon the trusts  
30 and in manner thereinafter mentioned and declared concerning the same; and the said William Lee for the considerations aforesaid by way of further and collateral assurance granted, released, and confirmed unto the said John Lee and George Lee and their heirs, the said last-mentioned land and hereditaments to have and to hold the same to  
35 the uses and upon the trusts lastly hereinbefore declared and expressed concerning the aforesaid moiety of the said land and hereditaments described in the said First Schedule hereto: And whereas by an order of the Supreme Court of New South Wales bearing date the ninth day of February, one thousand eight hundred  
40 and sixty-three, the said Frederick William Perry was removed from the office of official assignee of the said estate of the said James Brady, and Robert Hamilton Sempill was appointed to be the official assignee thereof in his stead: And whereas by a decree of the said Supreme Court, made on the tenth day of November,  
45 one thousand eight hundred and sixty-five, in a certain suit in equity, wherein the said Robert Hamilton Sempill was plaintiff and the said William Lee, James Brady, and Maria Brady, John Dargin, Thomas Kite, George Lee, and John Lee were defendants, and on appeal from a certain decree made in the same cause on the second day of March  
50 then last by His Honor Mr. Justice Milford, the Primary Judge, it was (amongst other things) declared that the said recited indentures of the fifth day of April and the twelfth day of June, one thousand eight hundred and sixty-one, so far as the same related to the said parcels of land and hereditaments in the First Schedule hereto  
55 particularly described were and each of them was void as against the creditors of the said James Brady, and also against the plaintiff as such official assignee of the estate and effects of the said James Brady: And whereas the said William Lee duly made and published his last will, dated on or about the second day of November, one thousand eight  
eight

*Lee and Brady Settlement.*

eight hundred and sixty-eight, whereby he appointed the said Thomas Lee, John Lee, and George Lee, trustees and executors, to whom he gave and bequeathed his personal estate upon trust, amongst other things to set apart and to invest in Government securities in  
5 New South Wales or Queensland, or upon mortgage of freehold estate or on real securities in New South Wales three several sums of two thousand five hundred pounds, one thousand pounds, and one thousand pounds, with power from time to time to vary the investments thereof for others of a like nature, and as to the said sum of two  
10 thousand five hundred pounds, and the funds and securities upon which the same should be invested, he declared that his said trustees or trustee for the time being should pay the dividends or annual produce thereof into the proper hands of his daughter, Mary Jane Austin, for and during the term of her natural life for her sole and  
15 separate use, apart from any husband, and so that her receipts alone should notwithstanding coverture be sufficient discharges for such dividends and annual proceeds, and from and immediately after the decease of his said daughter, Mary Jane Austin, he declared that his said trustees or trustee for the time being should stand possessed of  
20 the said last-mentioned trust fund of two thousand five hundred pounds and the securities thereof to such uses upon such trusts, and for such ends, intents, and purposes as his said daughter, Mary Jane Austin, should, notwithstanding coverture by deed or will, or any codicil or codicils to a will direct or appoint, and in default of such  
25 direction or appointment to the lawful issue of the said Mary Jane Austin, such issue, if more than one, to take in equal shares as tenants in common *per stirpes* and not *per capita*; and in case there should be no issue of the said Mary Jane Austin living at the time of her decease, then that the said trust fund of two thousand five hundred  
30 pounds and the securities thereof should be held in trust for his other daughters, the said Maria Brady and Elizabeth Lord, and their issue lawfully begotten, who should be living at the time of the decease without issue of his said daughter, Mary Jane Austin, share and share alike, as tenants in common, and as to the two several trust funds of  
35 one thousand pounds and one thousand pounds and the securities thereof, he declared that one of such last-mentioned trust funds should be upon the like trusts for his said daughter, Maria Brady, and her issue, and the other of them upon the like trusts for his said daughter, Elizabeth Lord, and her issue as were thereinbefore declared in favour  
40 of his said daughter, Mary Jane Austin, and her issue, with reference to the said sum of two thousand five hundred pounds and the securities thereof; and that in case his said two daughters, Maria Brady and Elizabeth Lord, or either of them should die without leaving lawful issue living at the time of their or her decease, the fund to which  
45 such issue would have been entitled, if then living, should go to his surviving daughters and their issue, or such of them as should be living at the time of the decease without issue of his said two last-mentioned daughters or either of them; and the testator thereby declared that all females entitled under his will to any estates, real or  
50 personal, should enjoy the same to their respective separate use apart from their husbands, and free from the debts, control, interference, or engagements of such husbands: And whereas the said William Lee died on or about the eighteenth day of November, one thousand eight hundred and seventy, without having revoked or altered his said will,  
55 save by a codicil bearing date the fourteenth day of July, one thousand eight hundred and seventy, which did not in any wise affect those portions of the will which are hereinbefore recited, and the said will was on or about the thirtieth day of December, one thousand eight hundred and seventy, duly proved by the said Thomas Lee, John Lee,  
and



*Lee and Brady Settlement.*

and George Lee, as such executors as aforesaid in the Supreme Court of New South Wales: And whereas by an indenture, dated the eleventh day of August, one thousand eight hundred and seventy-one, and made between the said Robert Hamilton Sempill, official  
5 assignee of the estate of the said James Brady of the first part, the said George William Lord of the second part, and the said John Lee and George Lee of the third part, in consideration of five hundred pounds to the said Robert Hamilton Sempill paid by the said George William Lord, the said Robert Hamilton Sempill as such official  
10 assignee as aforesaid, did release and assign unto the said George William Lord, his heirs, executors, administrators, and assigns, all the estate, right, title, interest, benefit, claim, and demand whatsoever, both at law and in equity, of him the said Robert Hamilton Sempill as such official assignee as aforesaid or otherwise, howsoever, of, in, and  
15 to the one equal undivided moiety or half part, and other the share and interest formerly of the said Maria Brady, of, in, to, out of and upon the several pieces or parcels of land and hereditaments comprised and described in the First Schedule hereto, and, of, in, and to the rents, issues, and profits thereof accrued since the fifteenth day of April, one  
20 thousand eight hundred and seventy, and thereafter to accrue due, whether acquired under and by virtue of the hereinbefore recited decree or otherwise, howsoever, together with all right of suit in connection therewith to hold the same with the appurtenances unto, and to the use of the said George William Lord, his heirs, executors, administrators,  
25 and assigns, according to the several natures and tenures thereof respectfully upon trust in the first place to secure to the said George William Lord, his executors, administrators, and assigns, the repayment by the said Maria Brady, her executors and administrators, out of her separate estate, on demand of the sum of five hundred pounds so  
30 paid by him for the purchase of the said right and interest as aforesaid, together with interest as therein mentioned, and subject thereto upon trust for the said John Lee and George Lee, their heirs and assigns, to be held by them upon the trusts, declared in and by the hereinbefore recited indenture of the twelfth day of June, one thousand eight  
35 hundred and sixty-one, or such and so many thereof as should or might be then subsisting, undetermined and capable of taking effect, and to the intent that the same might merge in the estate, right, title, and interest thereby vested in the said John Lee and George Lee, their heirs and assigns, or intended so to be in such and the same manner  
40 as if the said suit had never been instituted, and the cause of the said suit had never arisen: And whereas by an indenture bearing date the twenty-fourth day of June, one thousand eight hundred and seventy-two, and made between the said George William Lord of the first part, the said Maria Brady of the second part, the said John Lee and  
45 George Lee of the third part, and the said Thomas Lee, John Lee, and George Lee of the fourth part, in consideration of five hundred pounds to the said George William Lord, paid by the said Thomas Lee, John Lee, and George Lee, the trustees of the will of the said William Lee, deceased; out of the said sum of one thousand pounds so bequeathed  
50 in trust for the said Maria Brady and her issue, the said George William Lord, so far as he lawfully could or might, at the request and by the direction of the said Maria Brady, John Lee, and George Lee, did grant and release unto the said John Lee and George Lee, all that the estate and interest of him the said George William Lord, under or  
55 by virtue of the said recited indenture of the eleventh day of August, one thousand eight hundred and seventy-one, of, and in the said several parcels of land and hereditaments comprised and described in the said first Schedule hereto, to hold the same unto and to the use of the said John Lee and George Lee, their executors, administrators,  
and.

*Lee and Brady Settlement.*

and assigns, upon trust in the first place to secure to the said Thomas Lee, John Lee, and George Lee, as such trustees of the will of the said William Lee deceased, as aforesaid, the repayment by the said Maria Brady, her executors or administrators, out of her separate estate on  
5 demand of the amount then due and owing to the said George William Lord, his executors, administrators, and assigns, in respect of the said sum of five hundred pounds so secured to him by virtue of the said recited indenture, of the eleventh day of August, one thousand eight hundred and seventy-one, as aforesaid, together with interest thereon,  
10 and payable at the times and in manner therein mentioned, and upon due payment thereof then upon trust for the said John Lee and George Lee, their heirs and assigns, to be held by them upon the trusts, and to, and for the ends, intents, and purposes declared in and by the said therein and hereinbefore recited indentures, of the twelfth  
15 day of June, one thousand eight hundred and sixty-one, and the eleventh day of August, one thousand eight hundred and seventy-one, or such of the same trusts as should be then subsisting, undetermined, and capable of taking effect. And whereas by articles of agreement made the eighth day of September, one thousand eight hundred and  
20 seventy-three, between the said George William Lord of the first part, the said Maria Brady, Adelaide Jane Brady, Albert Henry Brady, Emily Sophia Brady, and Edric Hubert Brady (being the four and only children of the said Maria Brady) of the second part, Robert Speirs Austin and Mary Jane, his wife, of the third part, the said  
25 John Lee and George Lee of the fourth part, and the said Thomas Lee, John Lee, and George Lee of the fifth part. It was mutually agreed and declared by and between the several persons, parties thereto (*inter alia*) that the lands and hereditaments described in the Third Schedule hereto should be vested in the said John Lee and George  
30 Lee, their heirs and assigns, upon the same trusts and to and for the same uses, ends, intents, and purposes, as were then subsisting with respect to the said undivided moiety of the said Maria Brady in the lands described in the said First Schedule hereto so far as the same were then subsisting and capable of taking effect, freed and discharged  
35 from all right, title, part share, interest, claim, and demand of the said Elizabeth Lord and of the said George William Lord in right of the said Elizabeth Lord, his wife, his and her heirs, executors, administrators, and assigns therein or thereto. And whereas by an Act of the Legislature, intituled "Lee's Partition and Sale Act of 1873" it was  
40 (*inter alia*) enacted that the land and hereditaments specified in the Third Schedule to the aforesaid articles of agreement (being the lands and hereditaments described in the said Third Schedule hereto) should as from the day of the date thereof be and remain vested in the said John Lee and George Lee, their heirs and assigns, to the uses and  
45 upon the trusts declared or referred to in and by the hereinbefore recited operative clause of the said articles of agreement, and freed and discharged as therein expressed. And whereas the said indenture of the twelfth day of June, one thousand eight hundred and sixty-one, does not give to the trustees or trustee thereof, or to any other person,  
50 any power during the lifetime of the said Maria Brady to sell, mortgage, demise, or exchange any of the lands and hereditaments comprised in or subject to the said indenture, being the lands described in the said Second and Third Schedules hereto. And whereas it is impossible, without the assistance of Parliament, to sell, mortgage,  
55 demise, or exchange the said lands and hereditaments. And whereas in consequence of such impossibility, a very large portion of the said lands and hereditaments is and remains unimproved and almost unproductive of income, and certain buildings on the said lands and hereditaments have become and are becoming dilapidated and almost unproductive

*Lee and Brady Settlement.*

unproductive and of small and decreasing value. And whereas it is expedient, and would be for the benefit of all parties interested in the said lands and hereditaments, that powers to sell, mortgage, lease, and exchange the same should be conferred on the trustees or trustee for 5 the time being of the said indenture of the twelfth day of June, one thousand eight hundred and sixty-one, for the benefit of the persons interested under the said indenture, and that the proceeds of the sale of such of the said lands and hereditaments as shall, from time to time, be sold and the rents and profits arising from the lease of such 10 of the said lands and hereditaments as shall, from time to time, be leased should be held in trust for, and the moneys raised by mortgage of such of the said lands and hereditaments as shall from time to time be mortgaged, should be applied towards the improvement of the property for the benefit of, and the moneys received by 15 way of equality of exchange should be held in trust for the persons respectively entitled under the said indenture, to the lands and hereditaments so sold, demised, mortgaged, or exchanged. Be it therefore enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and Legislative 20 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 Lee and George Lee, or other the Trustees or Trustee for the time being, of the said indenture of the twelfth day of June, one thousand eight hundred and sixty-one 25 (such persons being hereinafter designated "the said trustees or trustee"), to sell and absolutely dispose of all and singular the said lands and hereditaments mentioned and described in the said Second and Third Schedules to this Act or any of them, or any part of the same lands and hereditaments, either by public auction or private 30 contract, either in one or in more lot or lots, and in such manner generally, and upon and subject to such terms and conditions as the said trustees or trustee shall deem expedient, with power to buy in the said lands and hereditaments, or any of them, or any part thereof, at any sale by auction, and to rescind or vary any contract for sale, either 35 on terms or gratuitously, and to re-sell without being responsible for any loss occasioned thereby, and upon any sale or sales, to convey the land so sold to the purchaser or purchasers thereof, his, her, or their heirs and assigns, or as such purchaser or purchasers may direct, freed and discharged from all trusts affecting the same, and the receipts in 40 writing of the said trustees or trustee for the purchase money of any lands and hereditaments so sold shall be full and sufficient discharges to any purchasers from the same, and from being bound to see to the application of the same, and from any liability for the loss, non-application or misapplication of the same or of any part thereof.

2. It shall be lawful for the said trustees or trustee to allow 45 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, and generally as the said trustees or trustee may deem reasonable and expedient: Provided that the land in respect of 50 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: Provided, further, that in the event of any such security being taken the vendor's lien for the said purchase 55 money, and every part thereof, shall not be thereby affected or lost.

3. It shall be lawful for the said trustees or trustee, from time 60 to time, by the consent of the said Maria Brady, for the purpose of raising any sum or sums of money which in their or his opinion it may be desirable to borrow, for the purpose of erecting any buildings, or repairing

Trustees empowered  
to sell and convey.

Power to give credit  
to purchasers.

Power to borrow  
money for building  
&c

*Lee and Brady Settlement.*

- repairing or rebuilding any existing buildings upon, or otherwise improving any part or parts of the lands and hereditaments mentioned and described in the said Second and Third Schedules to this Act, to execute any mortgage or mortgages in fee or for any term or terms of 5 years of such part or parts of the said lands and hereditaments, with power of sale and all other usual powers, provisions, and covenants: Provided that no person who shall advance money upon the security of any mortgage purporting to be made under the power hereby given, shall be bound to inquire as to the advisability or propriety of the 10 raising of such money, or as to the application of such money when raised and advanced, and the receipt of the said trustees or trustee for the moneys so advanced shall effectually discharge the person advancing the same from any liability in respect of the misapplication or non-application thereof.
- 15 4. It shall be lawful for the said trustees or trustee from time to time by deed or writing to demise and lease all or any part of the said lands and hereditaments to any person or persons for any term of years not exceeding twenty-one years to take effect in possession at the best yearly rent that can be reasonably obtained for the same without any 20 fine, premium, or foregift. And also from time to time by deed to demise and lease any part of the said lands and hereditaments to any person or persons who shall covenant to improve the same by repairing any building or buildings now standing or which shall hereafter be standing on any part of the land thereby leased, or by erecting and 25 building any house or houses, building or buildings on such land or any part thereof, or by otherwise expending in improvement such moneys as shall be deemed by the said trustees or trustee adequate to the interest to be parted with, but so that every lease under this last-mentioned power shall be for a term not exceeding fifty years to take 30 effect in possession or within one year from the date thereof, and shall be at such rent as the said trustees or trustee shall, having regard to the terms and conditions of such lease think reasonable and proper, so, however, that nothing be taken by way of fine, premium or foregift: Provided that every indenture of lease made under the provisions of 35 this section shall contain a covenant by the lessee to pay the rent thereby reserved and for insurance against fire of any building erected or to be erected on the land thereby demised, and also a condition of re-entry on non-payment of rent within a time to be therein specified, and so also that a counterpart of such lease be executed by the lessee.
- 40 Any lessee paying any rent reserved by any such lease to the said trustees or trustee shall not be bound to see to the application thereof, and shall be free from any liability for the non-application or misapplication of the same or any part thereof.
- 45 5. It shall be lawful for the said trustees or trustee from time to time to exchange for other lands or hereditaments all or any of the said lands and hereditaments mentioned and described in the said Second and Third Schedules to this Act, and to give or receive any money for equality of exchange.
- 50 6. The said trustees or trustee shall stand seized and possessed of the said lands and hereditaments or of such portion thereof as may from time to time remain unsold, subject to any leases granted and to any other estates, rights or interests created under the authority of this Act upon the trusts and subject to the trusts and provisions in the said respective indentures of the twelfth day of June, one thousand eight 55 hundred and sixty-one, the eleventh day of August, one thousand eight hundred and seventy-one, and the twenty-fourth day of June, one thousand eight hundred and seventy-two; expressed and declared concerning the same respectively so far as the said trusts and provisions are subsisting. And from and after the sale or exchange of any 60 portion of the said lands and hereditaments shall stand possessed of the

Power to grant leases.

Trusts of unsold land and of purchase money.

*Lee and Brady Settlement.*

the moneys arising from such sale or received by way of equality of exchange upon trust in the first place to pay all costs and expenses of and incidental to the procuring and passing this Act, and also of all deeds, instruments, acts, dealings and proceedings subsequently  
 5 to the passing of this Act, executed, signed, done or undertaken for the purpose of enabling the said trustees or trustee to carry out advantageously any sale or exchange hereby authorised. And in the next place to pay and satisfy all costs, charges, and expenses incurred in and about the said sale or exchange. And after such  
 10 payment as aforesaid upon trust to hold the net surplus of such moneys upon trust to invest the same in any debentures or Government securities of any kind of any of the Colonies of New South Wales, Victoria, or Queensland, or upon freehold securities in the said Colony of New South Wales, or upon deposit at interest in any bank  
 15 carrying on business in the said last-mentioned Colony with power from time to time and at any time to vary or transpose any such investment or security into or for any other investment or security of the kind hereby authorised.

7. The said trustees or trustee shall stand possessed of such  
 20 investments and securities and the net dividends, income, and annual produce arising therefrom, and also of the net rents arising from and payable under any lease made under the authority of this Act. Upon such trusts, and with and subject to such powers, provisions, and declarations as shall as nearly correspond with the uses, trusts,  
 25 provisions, and declarations in the said indentures of the twelfth day of June, one thousand eight hundred and sixty-one, the eleventh day of August, one thousand eight hundred and seventy-one, and the twenty-fourth day of June, one thousand eight hundred and seventy-two, expressed and contained concerning the said lands and heredita-  
 30 ments, or any part or parts thereof respectively, or such of them as shall be subsisting or capable of taking effect as the different nature and quality of the premises and the rules of law and equity will permit: Provided that it shall be lawful for the said trustees or trustee to apply the whole or any part of the rents and profits of any portion or portions  
 35 of the said lands and hereditaments in the said Second and Third Schedules to this Act mentioned and described in or towards payment of the interest from time to time due or owing on the security of any mortgage or mortgages executed under the powers herein contained.

8. It shall be lawful for the said trustees or trustee to make  
 40 and alter, and concur in the making and altering of any roads, streets, or ways on and over any part or parts of the said lands and hereditaments. And also to erect, make, and carry out, and concur in the erecting, making, and carrying-out of any walls, sewers, drains, water-courses, or other works which may, in the discretion of the said trustees  
 45 or trustee, conduce to the better laying-out, improving, or selling of the said lands and hereditaments, or the convenience and enjoyment of those persons who shall have purchased, or shall purchase, any part thereof. The costs of any such works on the part of the said trustees or trustee, or their or his proportion of any costs for such works, and  
 50 any costs and expenses of and incidental to the bringing of the said lands and hereditaments, or any part thereof, under the provisions of the Real Property Act (which the said trustees or trustee are or is hereby authorised to incur) may be deducted and retained by them or him in the same way they or he are or is hereby authorised to deduct  
 55 and retain the costs and expenses of and incidental to sales or exchanges hereunder. For any of the purposes of this section the said trustees or trustee may reserve and dedicate either absolutely or upon any conditions any part or parts of the said lands and hereditaments.

9. This Act may be cited as the "Lee and Brady Settlement  
 60 Act of 1893."

*Lee and Brady Settlement.*

## SCHEDULES.

## THE FIRST SCHEDULE.

All that piece or parcel of land containing by admeasurement one rood and twenty-four perches, in the town, parish, and county of Bathurst, allotment number 5 seven of section number two, bounded on the south-west by allotment number six south forty-eight and a half degrees east two chains: Commencing at the gaol and court house reserve on the south-east by William-street north forty-one and a half degrees east two chains; on the north-east by allotment number eight, north forty-eight and a half degrees west two chains to the gaol and court house reserve, and on 10 the north-west by the reserve south forty-one and a half degrees west two chains,—being the allotment sold as lot twelve in pursuance of the advertisement of the sixth day of January, one thousand eight hundred and thirty-four. Also all that parcel of land containing by admeasurement two roods (more or less), and situate in the town, parish, and county aforesaid, being allotment number nineteen of section number two, 15 bounded on the south-east by a line bearing south forty-one and a half degrees west: Commencing at the south corner of allotment number fourteen, five chains; on the south-west by a line north forty-eight and a half degrees west one chain; on the north-west by a line north forty-one and a half degrees east five chains; and on the north-east by a line south forty-eight and a half degrees east one chain, being the allotment sold as lot 20 sixty-three in pursuance of advertisement of the thirteenth day of November, one thousand eight hundred and thirty-four. Also all that parcel of land containing by admeasurement two roods, and situated in the town, parish, and county aforesaid, being allotment number twenty of section number two, bounded on the south-east by a line south forty-one and a half degrees west: Commencing at the south corner of allotment 25 number thirteen, five chains; on the south-west by a line north forty-eight and a half degrees west one chain; on the north-west by a line north forty-one and a half degrees east five chains; and on the north-east by a line south forty-eight and a half degrees east one chain,—being the allotment sold as lot sixty-four in pursuance of advertisement of thirteenth day of November, one thousand eight hundred and thirty-four. Also all that parcel 30 of land containing by admeasurement two roods, and situate in the town, parish, and county aforesaid, allotment number twenty-one of section number two, bounded on the south-east by a line south forty-one and a half degrees west: Commencing at the south corner of allotment number twelve, five chains; on the south-west by a line north forty-eight and a half degrees west one chain; on the north-west by a line north forty-one and 35 a half degrees east five chains; and on the north-east by a line south forty-eight and a half degrees east one chain,—being the allotment sold as lot sixty-five in pursuance of advertisement of thirteenth day of November, one thousand eight hundred and thirty-four. Also all that parcel of land containing by admeasurement two roods, and situated 40 in the town, parish, and county aforesaid, being allotment number twenty-two of section number two, bounded on the south-east by a line south forty-one and a half degrees west five chains; on the south-west by a line north forty-eight and a half degrees west one chain; on the north-west by a line north forty-one and a half degrees east five chains; and on the north-east by a line south forty-eight and a half degrees east 45 one chain,—being the allotment sold as lot sixty-six in pursuance of advertisement of thirteenth day of November, one thousand eight hundred and thirty-four. Also all that parcel of land containing by admeasurement one rood and twenty-four perches, situated in the town, parish, and county aforesaid, being allotment number six of section number two, bounded on the south-west by Howick-street south forty-eight and a half degrees east two chains: Commencing at the corner of the gaol and court house reserve on the 50 south-east by William-street north forty-one and a half degrees east two chains; on the north-east by allotment number seven, north forty-eight and a half degrees west two chains to the gaol and court house reserve; and on the north-west by that reserve south forty-one and a half degrees west two chains,—being the allotment sold as lot eleven in pursuance of advertisement of sixth day of January, one thousand eight hundred and 55 thirty-four. And also all those messuages or tenements, shops, stores, and buildings erected on the said six allotments or parcels of land hereinbefore particularly described or upon some or one of them, and which said six several allotments or parcels of land were conveyed to the said William Lee by indentures of lease and release bearing date respectively the thirty-first day of August and first day of September, one thousand 60 eight hundred and forty, and made between John Liscombe of the first part, the said William Lee of the second part, John Betts, Thomas Burdekin, and Edye Manning of the third part, the said William Lee of the fourth part, and Gilbert Wright of the fifth part, and by indentures of lease and release bearing date respectively the fifth and sixth 65 days of June, one thousand eight hundred and forty-one, and made between George Rankin, Robert Smith, David Maxwell Irving, George Busby, James Garnett Ewer, and John Liscombe of the first part, the said George Busby, John Liscombe, James Garnett Ewer, and James Byrne Richards, Henry Perrier, and John Street of the second part, the said William Lee of the third part, and Gilbert Wright of the fourth part.

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*Lee and Brady Settlement.*


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## THE SECOND SCHEDULE.

All that piece or parcel of land containing by admeasurement two roods, and situated in the town, parish, and county of Bathurst, being allotment number eight of section number eight, bounded on the north-east by a line north forty-eight and a half degrees west: Commencing at the south corner of allotment number seven, five chains; on the north-west by a line south forty-one and a half degrees west one chain; on the south-west by a line south forty-eight and a half degrees east five chains; and on the south-east by a line north forty-one and a half degrees east one chain; and also all that messuage or tenement erected thereon.

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## THE THIRD SCHEDULE.

All that piece or parcel of land situate and lying in the parish of Bathurst, in the county of Bathurst, and Colony of New South Wales, and be the hereinafter mentioned dimensions all more or less: Commencing at the intersection of William-street with Howick-street; and bounded on the south-east by William-street bearing north forty-one degrees thirty minutes east one hundred and nineteen feet three inches; on the north-east by a line bearing west forty-one degrees thirty minutes north one hundred and thirty-two feet eleven inches to a lane sixteen feet wide; on the north-west by that lane bearing south forty-one degrees thirty minutes west one hundred and nineteen feet three inches; and on the south-west by Howick-street bearing east forty-one degrees thirty minutes south one hundred and thirty-two feet eleven inches to the point of commencement, together with the right to the use as heretofore enjoyed of all rights of way, roads, lanes, and streets laid out or existing on, near, or contiguous to the said land and hereditaments.

[9d.]

THE ROAD TO BERRINA

The first stage of the road to Berrina was the construction of a track from the station to the river. This was done by the local settlers and the government. The track was made of earth and was very rough. It was used for many years before a better road was built.

THE RIVER TO BERRINA

The second stage of the road to Berrina was the construction of a bridge over the river. This was done by the local settlers and the government. The bridge was made of stone and was very strong. It was used for many years before a better bridge was built.