

An Act to enable Harriet Fahey to demise certain hereditaments settled by Gregory Board on the said Harriet Fahey her testamentary appointees and children. [28th May, 1886.]

BOARD'S SETTLEMENT.

**W**HIEREAS by an indenture made the twenty-fourth day of March one thousand eight hundred and sixty-eight between John Godden Colyer of the one part and Gregory Board of the other part in consideration of one thousand four hundred and twenty-five pounds to the said John Godden Colyer paid by the said Gregory Board the said John Godden Colyer did grant and release unto the said Gregory Board and his heirs the hereditaments described in the Schedule hereto to hold the same unto the said Gregory Board and his heirs to the uses following that is to say To the use of Harriet Fahey then the wife and now the widow of Francis Fahey for her separate use without power of anticipation to such uses as she might notwithstanding her then present or any future coverture by will appoint And in default of any such appointment to the use of all and every of the children of the said Harriet Fahey then surviving at the time of her decease as tenants in common in fee And whereas the buildings now on the said hereditaments are old and dilapidated and it is expedient with a view to the proper development of the said hereditaments that such power as hereinafter mentioned of demising the same should be conferred on the said Harriet Fahey 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 Harriet Fahey to demise for any term of years not exceeding twenty-one years to take effect in possession or within six calendar months after the date of the demise

Hereditaments may be demised on building or improving leases.

the

*Board's Settlement.*

the whole or any part or parts of the said hereditaments described in the Schedule hereto to any person or persons who shall improve the same by erecting or building thereon any new house erection or building or houses erections or buildings or by rebuilding repairing enlarging or improving any of the present or future erections houses or buildings thereon or by erecting any buildings in lieu of or in addition to such buildings thereon or by making any other substantial improvements or repairs or shall covenant or agree so to do within two years or any other reasonable time (according to circumstances) after the date of such demise together with such liberties licenses powers easements and privileges for or in aid of any of the purposes aforesaid (including if so thought fit liberty to appropriate any part or parts of the said hereditaments for lanes or passages sewers or drains or other works of accommodation or convenience either to be dedicated to the public or not) and subject to such exceptions reservations restrictions covenants and conditions as to the said Harriet Fahey shall seem expedient having regard to the nature and objects of the demise so as there be reserved on every such demise as incident to the immediate reversion the best yearly rent or rents (either uniform or not and so that a peppercorn or other merely nominal rent may be made payable during all or any part of the first two years of any such term) that can be reasonable gotten without taking anything in the nature of a fine or premium (but in case under the power conferred by this Act any demise shall be made on the surrender of a former lease the value of the lessee's interest under such surrender lease may be taken into account on fixing the terms of the new demise) and so as there be contained in every such lease a condition of re-entry for nonpayment within a reasonable time of the rent or rents thereby reserved and so as the lessee or lessees do execute a counterpart thereof and do thereby covenant for the due payment of the rent or rents thereby reserved.

Contracts for leases  
may be entered into.

2. It shall be lawful for the said Harriet Fahey to enter into any contract she may think fit to grant at a future time and upon the performance of any conditions she may think fit any lease or leases in pursuance of the power by the first section of this Act conferred and in any such contract to agree for the apportionment of an entire rent between different parts of the hereditaments to be demised at the option of the lessee or lessees or otherwise and whenever several leases shall be granted under the said power as apportioned rents of hereditaments comprised in one contract the requirement that the best yearly rent or rents be reserved as aforesaid shall be considered as applying to the aggregate of the rents reserved on such leases and not to the rent or rents reserved on any single lease.

Contracts may be  
varied.

3. It shall be lawful for the said Harriet Fahey from time to time to make or consent to alterations in the terms of any such contract by way of addition explanation or otherwise and also wholly or partially to release from any such contract any person or persons bound thereby and also to vary or depart from the terms of the contract in any lease or leases founded upon any such contract (but so that every such lease be conformable to the provisions of the aforesaid power) and after the granting of any lease the contract if any for such lease shall not except so far as may be necessary in order to support the lease form any part of the evidence of the title at law or in equity to the benefit of the lease.

Appropriation of  
parts of heredita-  
ments.

4. It shall be lawful for the said Harriet Fahey from time to time to lay out and appropriate any part or parts of the hereditaments described in the Schedule hereto for paths or lanes sewers or drains or other works of accommodation or convenience either to be dedicated to the public or not in such manner as may be agreed upon in any such building repairing or improving lease as aforesaid or as the said  
Harriet

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*Bank of New South Wales.*

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Harriet Fahey may from time to time think convenient and conducive to the general benefit of the hereditaments described in the Schedule hereto.

5. Any of the powers or discretions by this Act conferred on the said Harriet Fahey shall be exercised by her in her own name alone notwithstanding any future coverture. <sup>Future coverture of lessor.</sup>

6. This Act shall be styled and may for all purposes be cited as <sup>Short title.</sup> "Board's Settlement Act."

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SCHEDULE.

All that parcel of land containing by admeasurement twenty-four perches and situated in the city of Sydney parish of Saint James county of Cumberland allotment number fifteen of section number thirty-five bounded on the east by Castlereagh-street bearing north three degrees forty-five minutes west sixty-seven links on the north by allotment number sixteen bearing west four degrees south one hundred links then south four degrees east two and a half links then west four degrees south twenty-seven links then south two degrees west four links then west eight degrees south one hundred and twenty-one links on the west by allotment number eight bearing south nine degrees fifteen minutes east fifty-eight links and on the south by allotment number fourteen bearing east six degrees thirty minutes north two hundred and forty-five links.

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