

Holt's Wingello Estate.

HOLT'S
WINGELLO ESTATE.

An Act to rectify a certain indenture of lease dated the third day of November, one thousand eight hundred and eighty-four, and to empower Alfred William Holt, his executors or administrators, to assign or to underlet certain lands and hereditaments therein comprised without first obtaining a certain license in writing. [22nd November, 1895.]

Preamble.

WHEREAS Thomas Holt, late of Bexley, in the county of Kent, England, deceased, was, on the third day of November, one thousand eight hundred and eighty-four, and also at the date of his death hereinafter recited, duly seised, possessed of, or otherwise well entitled to the several lands and hereditaments in the Colony of New South Wales (particulars whereof are respectively set out in the Schedule hereto): And whereas by an indenture of lease, dated the third day of November, one thousand eight hundred and eighty-four, made between the said Thomas Holt, his heirs, executors, administrators, and assigns, the lessor of the one part, and Alfred William Holt, of Arthursleigh, near Marulan, in the Colony of New South Wales, his heirs, executors, administrators, and assigns, the lessee of the other part, the said lessor did for the consideration in the said indenture of lease appearing demise and lease unto the said lessee the said lands and hereditaments, to hold the same unto the said lessee for the term of ninety-nine years from the date therein mentioned, at the yearly rent of one hundred pounds sterling: And whereas by the said indenture of lease the said lessee covenanted (among other things) that he would not assign or underlet the said premises during the said term without the license of the said lessor in writing in that behalf first had and obtained (which covenant is hereinafter referred to as "the said covenant"): And whereas the said covenant was introduced into the said indenture of lease by inadvertence and mistake: And whereas the said lessee was not aware at the time of executing the said indenture of lease, and has only recently ascertained the effect of the said covenant as therein contained: And whereas the said lessee would not have entered into or executed the said indenture of lease if he had known the effect of the said covenant as therein contained: And whereas the said Thomas Holt died on the fifth day of September, one thousand eight hundred and eighty-eight, having duly made and executed his last will and testament, dated the sixth day of March, one thousand eight hundred and eighty-eight, and a codicil thereto, dated the thirteenth day of March, one thousand eight hundred and eighty-eight: And whereas by his said will the said Thomas Holt devised the said lands and hereditaments unto the Australian trustees of that his will and their heirs to the use of the said Alfred William Holt, for his life without impeachment of waste with remainder to use of Claude Alfred Wallis Holt, the first son of the said Alfred William Holt, for his life without impeachment of waste with successive remainders in tail male to the use of the first and other sons and the first and other daughters of the said Claude Alfred Wallis Holt, with further successive remainders over in favour of the testators sons and daughters and their respective
issue

Holt's Wingello Estate.

issue as therein particularly set forth: And whereas the rent due to the said Thomas Holt in respect of the said lands and hereditaments were not specifically devised by the said will or codicil: And whereas the said Thomas Holt by his said will devised the residue of his real and personal estate not otherwise thereby disposed of unto and to the use of trustees on trust to convert, call in, and realise the same, and to stand possessed of the proceeds therefrom, and to pay certain annuities and legacies thereout, and subject thereto the said Thomas Holt bequeathed the said residue unto his three sons Frederick Samuel Ellis Holt, Walter Henry Holt, and the said Alfred William Holt, equally as tenants in common: And whereas the said devise in the said will contained was unaffected by the said codicil: And whereas probate of the said will and codicil was on the thirtieth day of January, one thousand eight hundred and eighty-nine, duly granted by the Supreme Court of New South Wales in its Ecclesiastical Jurisdiction to two of the executors named in the will, and on the eleventh day of September, one thousand eight hundred and eighty-nine, pursuant to leave reserved in that behalf, to the said Alfred William Holt (one of the executors named in the said will): And whereas the said Thomas Holt left him surviving six children and no more, that is to say, the said Frederick Samuel Ellis Holt, the said Alfred William Holt, the said Walter Henry Holt, Alice Sophia Ellen Holt, Annie Isabella Holt, and Emmeline Augusta Holt: And whereas the said Frederick Samuel Ellis Holt is married, and there is issue of his said marriage two male and three female children and no more, all of whom are infants: And whereas the said Alfred William Holt is a widower, and has issue three children and no more, that is to say the said Claude Alfred Wallis Holt, and two female children, all of whom are infants: And whereas the said Walter Henry Holt is married, and has issue of his said marriage one female child and one male child and no more, who are infants: And whereas all the said daughters of the said Thomas Holt are unmarried: And whereas by deed poll dated the thirty-first day of January, one thousand eight hundred and eighty-nine, the said Alfred William Holt disclaimed the benefit of the said devise to him for life of the said lands and hereditaments in the said will contained: And whereas by indenture dated the fifth day of March, one thousand eight hundred and eighty-nine, made between the said Frederick Samuel Ellis Holt and the said Walter Henry Holt of the one part, and the said Alfred William Holt of the other part, the said Frederick Samuel Ellis Holt and the said Walter Henry Holt released and assigned unto the said Alfred William Holt all their respective interests in the rents reserved by the said indenture of lease: And whereas by indenture dated the tenth day of March, one thousand eight hundred and ninety-three, made between Sophia Johanna Charlotte Holt, widow of the said Thomas Holt, the said Frederick Samuel Ellis Holt, the said Alfred William Holt, the said Walter Henry Holt, and the said Samuel Cook of the first part, the aforesaid three daughters of the said Thomas Holt of the second part, one Jessie Dodds and one Joseph Edwin Crawford Munro of the third part, and the "Perpetual Trustee Company (Limited)" of the fourth part, the said trustee company was duly appointed to be the Australian trustee of the said will and codicil in the place of the said last-mentioned persons of the first part: And whereas a suit was instituted in the Supreme Court of New South Wales, in its Equitable Jurisdiction, upon the first day of September, one thousand eight hundred and ninety-three, by the said trustee company against the several children and grandchildren hereinbefore mentioned and referred to of the said Thomas Holt: And whereas by the decree of the said Supreme

Holt's Wingello Estate.

Supreme Court made in the said suit upon the second day of March, one thousand eight hundred and ninety-four, it was among other things declared that the said trustee company as trustee of the said will had power to give the consent in writing referred to in the said covenant in the said indenture of lease, but that the said trustee company had no power to waive the said covenant: And whereas it is expedient that the said Alfred William Holt, his executors or administrators, should have power to assign or underlet the said lands and hereditaments or any part thereof, for the whole or any part of the term still subsisting without first obtaining the aforesaid license in writing, and that the said indenture of lease should be rectified by striking out therefrom the said covenant therein contained: And whereas it is impossible without the assistance of Parliament that the said power should be given or rectification made: 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:—

Rectification of lease.

1. The said indenture of lease dated the third day of November, one thousand eight hundred and eighty-four, shall be and the same is hereby rectified by striking out therefrom the said covenant, and that from and after the date of this Act the said indenture of lease shall for all purposes be read and construed as if the said covenant were not therein contained.

Power to assign and underlet.

2. The said Alfred William Holt, his executors or administrators, shall have power to assign whether by way of sale or mortgage, and to underlet for such purposes and upon such terms and subject to such conditions and provisions as the said Alfred William Holt, his executors or administrators, shall think fit, the whole or any part of the said lands or hereditaments for the whole or any portion of the said term still subsisting.

Short title.

3. This Act may be cited as the "Holt's Wingello Estate Act of 1895."

THE SCHEDULE.

All that piece or parcel of land situated at Wingello, in the parishes of Uringalla and Wingello, in the counties of Argyle and Camden respectively, and Colony of New South Wales, be the hereinafter mentioned several dimensions a little more or less, containing one thousand two hundred and twenty-eight acres more or less, within the hereinafter described boundaries, exclusively of all Government reserved roads within same, the area of which has been deducted from the total area, and comprising the following lands:—Part of portion one (on parish map), grant of eighty acres to Robert Mackay Campbell; part of portion three (on parish map), grant of one hundred acres to John Correy; part of portion eleven (on parish map), grant of six hundred acres to Robert Mackay Campbell; the whole of portion nine (on parish map), grant of thirty-five acres to Edward Carrigan; the whole of portion ten (on parish map), grant of one hundred acres to Robert Mackay Campbell; the whole of portion twenty-nine (on parish map), grant of twenty acres to Edward Payten; the whole of portion thirty-four (on parish map), grant of fifty-eight acres two roods to Edward Payten; the whole of portion thirty-five (on parish map), grant of sixty acres three roods to Edward Carrigan; the whole of portion thirty-six (on parish map), grant of thirty-six acres three roods to Edward Carrigan; the whole of portion thirty-seven (on parish map), grant of fifty-three acres to Edward Carrigan; the whole of portion thirty-eight (on parish map), grant of forty-two acres to Edward Carrigan; the whole of portion thirty-nine (on parish map), grant of forty acres to Edward Carrigan; the whole of portion forty-five (on parish map), grant of seventy-seven acres to Thomas Holt; and the whole of portion forty-six (on parish map), grant of forty-nine acres to Thomas Holt: Commencing at the intersection of the northern boundary of portion eleven, Robert Mackay Campbell's grant of six hundred acres aforesaid with a south-eastern side of the Great South Road; and bounded thence on the north-west by south-eastern sides of that road bearing south-westerly in all about sixty chains to the north-western corner of portion forty-six; thence on part of the west by the western boundary of portion forty-six (being the eastern side of a road one chain wide dividing it from portion two hundred and fifty-nine) bearing south forty-one chains eighty-three links; thence again on the west by a line, crossing

Illawarra Harbour and Land Corporation Act Amendment.

a road, bearing south one chain; thence again on the west by eastern boundaries of portions two hundred and fifty-nine and one hundred and ninety-six, being a line bearing south twenty chains twenty-five links; thence on the south by a northern boundary of portion one hundred and ninety-six bearing east twenty chains twenty-seven links; thence again on the west by an eastern boundary of portion one hundred and ninety-six bearing south fourteen chains sixty-five and a half links; thence again on the west by a line crossing a road bearing south one chain; thence again on the west by part of the western boundary of portion thirty-four (being part of the eastern side of a road one chain wide) bearing south ten chains seventy-four links; thence on the north by a line bearing west, crossing that road, and its continuation, being the southern boundary of portion one hundred and ninety-six aforesaid, in all west sixty-three chains ten links to a north-eastern side of the Great South Road; thence on the south-west by north-eastern sides of that road forming the south-western boundaries of portions ten and nine aforesaid bearing south-easterly in all about twenty-five chains; thence again on the south by part of the southern boundary of portion nine bearing east twenty-one chains fifty links; thence again on the west by a line south (crossing the extremity of a road one chain wide) and its continuation, being a western boundary of portion thirty-seven, bearing in all south five chains fifty links; thence towards the north-west and west by other north-western and western boundaries of portion thirty-seven bearing successively south sixty degrees west seven chains ten links, south forty-two degrees thirty minutes west five chains twenty-five links, and south six chains fifty links; thence again on the south by the southern boundary of portion thirty-seven (being also the northern side of a road one chain wide) bearing east thirty-two chains thirty-five links; thence on the east by the eastern boundary of said portion thirty-seven and a line in continuation thereof, crossing a road one chain wide, bearing in all north twenty chains; thence again on the south by a line east crossing that road and its continuation, forming the southern boundary of portion thirty-six, bearing in all east forty-five chains ninety links; thence again on the east by the eastern boundaries of portions thirty-six and thirty-five, and an eastern boundary of portion thirty-four, bearing in all north thirty-two chains thirty-five links; thence again on the south by a southern boundary of portion thirty-four bearing east two chains; thence again on the east by another eastern boundary of portion thirty-four, and its continuation north, across a road one chain wide, bearing in all north eight chains to the southern boundary of portion eleven of six hundred acres aforesaid; thence again on the south by part of the southern boundary of that six hundred acres (being the northern side of a road one chain wide) bearing east twenty-two chains ninety-three links; thence again on the east by part of the eastern boundary of that six hundred acres (being also the western side of a road one chain wide) bearing north seventy-seven chains six links to the south-western corner of portion twenty-nine; thence towards the remainder of the south by the southern boundary of that land (being also the northern side of a road one chain wide) bearing east ten chains; thence again towards the east and north by eastern and northern boundaries of said portion twenty-nine bearing successively north twenty chains and west ten chains; thence towards the remainder of the east by part of the eastern boundary of portion eleven of six hundred acres bearing north twenty-one chains; and thence towards the remainder of the north by part of the northern boundary of said six hundred acres bearing west about forty chains to the point of commencement,—on the south-eastern side of the Great Southern Road.