

O'DOUD'S ESTATE
LEASING.

An Act to authorise Patrick O'Doud and Robert Butcher or other the Trustees or Trustee for the time being of the Will of the late Mary O'Doud deceased to lease portion of the real estate of the said Mary O'Doud. [21st July, 1884.]

Preamble.

WHEREAS by an indenture bearing date the sixth day of October one thousand eight hundred and sixty-six and made between Mary Morris of the first part Patrick O'Doud of the second part and Thomas Edward Barry of the third part the hereditaments described in the Schedule hereto were assured unto and to the use of the said Thomas Edward Barry and his heirs upon trust after the death of the said Mary Morris for such person or persons and for such estate or estates interest or interests and in such manner as the said Mary Morris should by any deed or deeds writing or writings or by will or codicil appoint. And whereas the said Mary Morris afterwards intermarried with and became the wife of the said Patrick O'Doud. And whereas the said Mary O'Doud departed this life on or about the tenth day of November one thousand eight hundred and eighty having first made her last will bearing date the fifteenth day of December one thousand eight hundred and seventy-seven whereby she appointed and devised all lands and hereditaments over which she might have any power of disposition at the time of her death unto and to the use of the said Patrick O'Doud and Thomas Edward Barry upon certain trusts for the benefit of the said Patrick O'Doud of her daughters Florence Maria Morris and Charlotte O'Doud of her son by a former marriage William Henry Allen and of her brother the said Thomas Edward Barry and by the said will the Trustees thereof were empowered to grant leases of the real estate thereby appointed for any term not exceeding seven years in possession and no longer. And whereas by an indenture bearing date the twenty-sixth day of July one thousand eight hundred and eighty-two and made between the said Patrick O'Doud of the first part the said Thomas Edward Barry of the second part and Robert Butcher of the third part the said Robert Butcher was duly appointed a Trustee of the will of the said Mary O'Doud in the place of the said Thomas Edward Barry. And whereas the houses erected on the land described in the Schedule hereto have lately become ruinous and unfit for human habitation and have been condemned as being so unfit by the Mayor of Sydney in pursuance of the statute in that case made and provided. And whereas the said Patrick O'Doud and Robert Butcher have no funds belonging to the estate of the said Mary O'Doud wherewith to repair or rebuild the said houses. And whereas the said land described in the Schedule hereto can now be let on a building lease or building leases for a large ground rent and upon favourable conditions as to building and otherwise and it is desirable that the said Patrick O'Doud and Robert Butcher or other the Trustees or Trustee for the time being of the said will should be empowered to grant such building lease or leases for any period not exceeding twenty-one years. 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:—

Power to lease.

1. It shall be lawful for the said Patrick O'Doud and Robert Butcher or the Trustees or Trustee for the time being of the said will of

Tamworth Cattle Sale-yards.

of the said Mary O'Doud to execute and make a lease or leases of the said lands described in the Schedule hereto to any person or persons who shall covenant to improve the same by erecting thereon any house or building or by repairing or rebuilding any house or building which may be now or hereafter shall be standing thereon or by otherwise expending in improvements such moneys as shall be deemed adequate by the Trustees or Trustee for the time being of the said will but so that every such lease shall be for a term not exceeding twenty-one years to take effect in possession and shall be at the best rent that can be reasonably obtained for the same having regard to the covenants to be performed on the part of the lessee or lessees but without taking anything in the nature of a fine or premium for the making thereof and so that there be contained in every such lease a covenant by the lessee or lessees for the payment of rent thereby reserved and a condition of re-entry for non-payment thereof within a reasonable time to be therein specified for non-observance or non-performance of covenants by the lessee or lessees and so that the lessee or lessees do execute a counterpart thereof.

2. This Act may be cited as the "O'Doud's Estate Leasing Act Short title. of 1884."

SCHEDULE.

ALL that piece or parcel of land with the cottages or dwelling-houses thereupon standing and being situate in the parish of St. Andrew in the town of Sydney aforesaid bounded on the east by the west side of George-street fifty-three feet two inches on the north by the southern boundary of Mr. Bodenham's allotment one hundred and eight feet on the west by a southerly line of twenty-four feet and four inches and on the south by an easterly line dividing the land hereby released from the residue of lands comprised in certain indentures of lease and release bearing date the twenty-fourth and twenty-fifth days of August one thousand eight hundred and thirty-eight and made between James Black and Sarah his wife of the one part and George Humphrey and William Dwyer of the other part.
