

ANNO QUINQUAGESIMO

VICTORIÆ REGINÆ.

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**An Act to enable Joseph Wyatt and John Moring or other the Trustees or Trustee of a settlement dated the eighth day of June one thousand eight hundred and fifty-three and made between Eleanor Dorothy Wyatt the wife of Joseph Wyatt then Eleanor Dorothy Foreman spinster of the one part and Richard Driver senior and Richard Driver junior of the other part to grant building repairing or improving leases of the real estate comprised in such settlement. [1st July, 1886.]**

WYATT ESTATE  
LEASING.

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**W**HIEREAS at the date of the indenture next hereinafter recited Preamble. the abovenamed Eleanor Dorothy Wyatt then Eleanor Dorothy Foreman spinster was seized of or otherwise well entitled to the lands and hereditaments described in the Schedule hereto for an estate in fee-simple in possession And whereas by an indenture of release dated the eighth day of June one thousand eight hundred and fifty-three and made between the said Eleanor Dorothy Wyatt of the one part and the abovenamed Richard Driver senior and Richard Driver junior hereinafter called the said Trustees of the other part the said Eleanor Dorothy Wyatt granted and released unto the said Trustees and their heirs certain lands and hereditaments of which the lands and hereditaments described in the Schedule hereto formed part to hold the same with the appurtenances (subject to all then existing terms for life or otherwise under which the said hereditaments or any part thereof were then held) unto the said Trustees their heirs and assigns To the use of the said Eleanor Dorothy Wyatt and her heirs until the solemnization of any marriage between her and any husband to whom she might be married and immediately from and after the solemnization thereof to the use of the said Trustees their heirs and assigns upon trust during the lives of the said Eleanor Dorothy Wyatt and any husband to whom she might be married and after the death of any husband as aforesaid leaving her surviving so long as she should continue a widow to pay the rents and profits of the said hereditaments to such persons and for such purposes as she should appoint but not so as to deprive herself of the benefit thereof by sale mortgage charge or otherwise in the way of anticipation and in default of and until such appointment to pay the said rents and profits

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profits to the said Eleanor Dorothy Wyatt for her sole and separate use and after her decease it was declared that the said hereditaments should remain and be to such person and persons and to such uses and upon and for such trusts intents and purposes as the said Eleanor Dorothy Wyatt should by deed or by will during the joint lives of herself and any husband to whom she might be married appoint and in default of such appointment and so far as any such appointment if incomplete should not extend then for all and every or such one or more exclusively of the others or other of the children or child of the said Eleanor Dorothy Wyatt by any husband to whom she might be married in such manner as she should by deed or will notwithstanding coverture appoint and in default of such last-mentioned appointment and so far as any such appointment if incomplete should not extend in trust for all and every the children and child of the said Eleanor Dorothy Wyatt as aforesaid who being a son or sons should attain the age of twenty-one years and being a daughter or daughters should attain that age or marry under it with the consent of her or their parent or parents guardian or guardians for the time being and to be divided between or amongst the said children if more than one in equal shares as tenants in common and if there should be but one child then the whole should be in trust for that one child And by the indenture now in recital it was provided that it should be lawful for the said trustees and the survivor of them and the executors or administrators of such survivor from time to time during the life of the said Eleanor Dorothy Wyatt during the minority or respective minorities of any child or children who by virtue of any of the limitations thereinbefore contained should be entitled to any estate of freehold in the said hereditaments by any deed to appoint by way of demise or lease all or any part of the said hereditaments to any person or persons for any term or number of years absolute not exceeding seven years to take effect in possession so that there should be reserved the best rent that could be obtained for the same without taking any fine or premium and so that there should be therein contained a clause in the nature of a condition of re-entry in case the rent thereby reserved should not be paid within twenty-one days after the same should become due and so that the person or persons named therein as lessee or lessees should execute a counterpart or counterparts thereof respectively and should thereby covenant for the due payment of rent and should not be made dispusniable for waste or exempted from punishment for committing waste And whereas the said Eleanor Dorothy Wyatt was in the month of June one thousand eight hundred and fifty-three married to Joseph Wyatt and there have been born issue of the said marriage five children and no more namely Fanny Caroline Wyatt Sidney Joseph James Wyatt Mary Dorothy Wyatt Edwin Charles Wyatt and Edith Amanda Eliza Wyatt And whereas the said Richard Driver senior died on or about the twelfth day of May one thousand eight hundred and sixty-eight and the said Richard Driver junior died on or about the seventh day of July one thousand eight hundred and eighty And whereas by an indenture dated the seventeenth day of September one thousand eight hundred and eighty-five and made between the said Eleanor Dorothy Wyatt of the one part and the abovementioned Joseph Wyatt and John Moring of the other part the said Eleanor Dorothy Wyatt in exercise of a power in that behalf in the said settlement contained appointed the said Joseph Wyatt and John Moring to be Trustees of the said settlement in place of the said deceased Trustees And whereas there are now no existing terms for life or otherwise under which the said hereditaments or any part thereof are or is now held otherwise than under the limitations contained in the said settlement

And

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And whereas it will be for the benefit of all parties beneficially interested in the said hereditaments described in the said Schedule hereto and they are desirous that the Trustees of the said settlement should have the power of leasing the said hereditaments on building repairing or improving leases for a period not exceeding twenty-five years. And whereas there is no power in the said Trustees to grant such leases without the authority of the Legislature. 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 Joseph Wyatt and John Moring or other the Trustees or Trustee for the time being of the said indenture of settlement to demise and let all or any of the lands and hereditaments described in the Schedule hereto on building repairing or improving leases for any term or terms not exceeding twenty-five years to take effect in possession and not in reversion or by way of future interest and so that there be reserved in such lease or leases the best rent or rents that can reasonably be obtained without taking anything in the nature of a premium or fine so that there be contained in every such lease a covenant by the lessee for the due payment of rent and a power of re-entry for non-payment of rent within twenty-one days or for any breach of any of the covenants in the said lease or leases contained and so that the lessee or respective lessees duly execute a duplicate or counterpart of such lease or leases. Provided that in case any lease under the power in this Act contained shall be made on the surrender of a former lease or agreement for lease the value of the lessee's interest under such surrendered lease or agreement may be taken into account in fixing the terms of the next lease and no lease made under such circumstances shall by reason of such allowance be considered as made otherwise than at the best rent within the meaning of this Act.

2. This Act may be cited as the "Wyatt Estate Leasing Act Short title. of 1886."

Hereditaments may be demised or let on building or improving leases.

## SCHEDULE.

All that piece or parcel of land situated in the city of Sydney in the parish of Saint James county of Cumberland and Colony of New South Wales being part of section forty-seven of the city of Sydney Commencing at a point on the eastern building-line of George-street and distant north seven degrees twenty minutes west forty-five feet eight inches from the northern kerb-line of Queen's-place and bounded thence on the west by the eastern building-line of George-street aforesaid bearing north seven degrees twenty minutes west sixty-four feet four inches to the south-west corner of property devised in the will of the late James Underwood to Edward Underwood thence on the north by a portion of the south boundary of the last-mentioned property bearing north sixty-nine degrees fifty minutes east one hundred and two feet to the north-west corner of property devised in the will of the late James Underwood to William Underwood thence on the east by the west boundary of the last-mentioned property bearing south seven degrees east one hundred and ten feet four inches to the northern building-line of Queen's-place thence partly on the south by that building-line bearing south seventy-two degrees twenty-five minutes west nine feet thence again on the west by a line bearing north seven degrees west thirty feet four inches and thence again on the south by lines bearing south seventy-five degrees thirty minutes west forty-nine feet six inches and south eighty-three degrees fifty minutes west forty-one feet to the point of commencement and containing by admeasurement twenty-eight perches.