

BELLTREES ESTATE ACT.

An Act to release certain lands forming part of the **George V.**
Belltrees Estate from an annuity or rent charge
thereon, and to make other provisions for the
payment of the said annuity or rent charge ;
and for other purposes incidental thereto.
[Assented to, 11th December, 1914.]

WHEREAS prior to and at the date of the inden- Preamble.
ture next hereinafter mentioned, James White,
Francis White, and Henry Charles White were tenants
in common in fee simple in possession of the lands
described in the First Schedule hereto, which lands are
situate near Scone, in the State of New South Wales,
and form part of the Belltrees Estate, and are now
subject to the provisions of the Real Property Act, 1900 :
And whereas by indenture bearing date the second day
of November, one thousand eight hundred and sixty,
made between the said James White, Francis White,
and Henry Charles White, of the one part, and George
White, of the other part, they, the said James White,
Francis White, and Henry Charles White, granted unto
the said George White, his executors, administrators,
and assigns, an annuity or clear yearly rent charge or
sum of one thousand pounds, to be issuing and payable
out of and charged and chargeable upon certain lands
therein

George V. therein described, being the said lands described in the First Schedule hereto, to have and to hold the same unto the said George White, his executors, administrators, and assigns, during his life and the life of any wife whom he might at his decease leave him surviving: And whereas the said George White duly made his will, bearing date the seventeenth day of June, one thousand eight hundred and seventy-one, whereby he gave unto the trustees for the time being of his said will the said annuity hereinbefore mentioned upon trust as to the annual sum of four hundred pounds, part thereof, to pay the same to his wife, Frances Corinda White, for her separate use for her life, free from anticipation, and as to the residue thereof upon trust for all and every his children and child who should attain the age of twenty-one years or should marry under that age, whether such children or child should or should not survive him, in equal shares, and the testator thereby appointed his said wife, and Frederick Robert White, Edward White, and Frederick Samuel Bell, trustees and executors of his said will: And whereas the said George White died on the sixteenth day of February, one thousand eight hundred and seventy-two, without having revoked or altered his said will, probate whereof was duly granted to the said executrix and executors named therein by the Supreme Court of New South Wales in its ecclesiastical jurisdiction on the fourth day of April, one thousand eight hundred and seventy-two: And whereas the said Frances Corinda White and Frederick Samuel Bell are the present trustees of the said will: And whereas the said George White left him surviving his widow, the said Frances Corinda White (who is still living and is now aged seventy-six years), and two children and no more, namely, Annie Woodlands White and Adelaide Maria White, both of whom attained the age of twenty-one years and married: And whereas by indenture of settlement, bearing date the sixth day of January, one thousand eight hundred and ninety, made between William Hessel Linsley of the first part, the said Annie Woodlands White of the second part, and certain trustees therein named of the third part, the said Annie Woodlands White settled her share in the said annuity on the said trustees upon trust after her death

death as to five equal sixths parts thereof upon trust for **George V.** the issue of the marriage then intended between herself and the said William Hessel Linsley as she should appoint, and in default of appointment for all the children, or any, the child of the said intended marriage and the issue then living of any such child then deceased who, being sons or a son, should attain the age of twenty-one years, or, being daughters, should attain that age or marry, and, if more than one, to take in equal shares in a course of distribution according to the stocks and not to the number of the individuals, and so that the issue of a deceased child might take as tenants in common by way of substitution the share only which their parent would if living have taken; and as to the remaining equal sixth part thereof upon trust for such person as she, the said Annie Woodlands White, should appoint: And whereas the said intended marriage was duly solemnised: And whereas the said Annie Woodlands Linsley died on the twenty-sixth day of June, one thousand nine hundred and twelve, intestate, and without having exercised her said respective powers of appointment: And whereas on the fifth day of December, one thousand nine hundred and twelve, letters of administration of the estate of the said Annie Woodlands Linsley were duly granted by the Supreme Court of New South Wales in its probate jurisdiction to her husband, the said William Hessel Linsley: And whereas the said Annie Woodlands Linsley had six children and no more, namely, Eileen Linsley and George Bruce Linsley (who died in the lifetime of the said Annie Woodlands Linsley, infants under the age of twenty-one years and without having married), and Reginald John Hessel Linsley, Marjorie Eleanor Linsley, Heather Linsley, and Hazel Lois Linsley (who survived the said Annie Woodlands Linsley, and are still living, the last three named being still infants under the age of twenty-one years): And whereas by an indenture dated the first day of September, one thousand nine hundred and fourteen, made between the said William Hessel Linsley of the first part, Frederick George Weaver and Robert McDonald of the second part, Frances Corinda White of the third part, and the said William Hessel Linsley and Cecil Alban White of the fourth part, the said
William

George V. William Hessel Linsley and Cecil Alban White were duly appointed new trustees of the said last mentioned indenture of settlement, together with the said Frances Corinda White, and the said William Hessel Linsley thereby expressly declared that the beneficial share or interest in the said annuity which accrued to or devolved upon him on the death of the said Annie Woodlands Linsley, or on the grant to him of administration of her said estate, should be held upon the trusts and with and subject to the powers and provisions in the said last mentioned indenture of settlement declared and contained so far as the same were subsisting and capable of taking effect: And whereas the said Adelaide Maria White married Roderick Murchison Mackenzie: And whereas the said Roderick Murchison Mackenzie died, there having been no issue of his marriage with the said Adelaide Maria Mackenzie: And whereas by indenture of settlement, bearing date the tenth day of January, one thousand nine hundred, made between the said Adelaide Maria Mackenzie of the first part, Cecil John King of the second part, Frances Corinda White of the third part, and certain trustees therein named of the fourth part, the said Adelaide Maria Mackenzie settled her share in the said annuity on the said trustees, upon trust, to pay the same to her during her life, for separate use, free from anticipation, and after her death to pay the same to the said Cecil John King during his lifetime: Provided that in certain events therein specified, the said trust in favour of the said Cecil John King should cease, and the said trustees should thenceforth, during his life, pay and apply the said annuity to or for the benefit of the said Cecil John King and the issue, then living, of the marriage then intended between herself and the said Cecil John King, or any one or more of them, to the exclusion of the others or other; and if there should be no such issue, then to and for the benefit of the said Cecil John King, and the next of kin of the said Adelaide Maria Mackenzie, or any one or more of them to the exclusion of the others, or other, as the said trustees or trustee should think fit; and after the death of the survivor of the said Adelaide Maria Mackenzie and Cecil John King, upon trust, for all or any such one or more of the issue of the said marriage as the said

Adelaide

Adelaide Maria Mackenzie should appoint, and in default of any such appointment, and so far as any such appointment should not extend, upon trust, for all the children or any the child of the said marriage, who being sons, or a son, should attain the age of twenty-one years, or being daughters, or a daughter, should attain that age, or marry, and if more than one, in equal shares as tenants in common: Provided always that if any of the children of the said marriage should die during the lifetime of the said Adelaide Maria Mackenzie and Cecil John King, or the survivor of them, leaving issue in existence at the death of such survivor, such issue of each such child so dying should take by substitution as tenants in common in equal shares per stirpes the share or shares which such child or children so dying would have taken under the provisions in that behalf therein contained if he or she were then living: And if there should be no child of the said marriage, who, being a son, should attain the age of twenty-one years, or, being a daughter, should attain that age or marry, or any issue of a child who should die before the period of absolute vesting of the shares in the said annuity, then upon trust as the said Adelaide Maria Mackenzie should, subject to the said life interest of the said Cecil John King, appoint, and, in default of any such appointment and so far as any such appointment should not extend if the said Adelaide Maria Mackenzie should survive the said Cecil John King, then upon trust for her absolutely, but, if the said Cecil John King should survive the said Adelaide Maria Mackenzie, then subject to the said life interest of the said Cecil John King upon trust for the person or persons who under the statutes for the distribution of the effects of intestates would have become entitled thereto at the decease of the said Adelaide Maria Mackenzie had she died possessed thereof intestate without having been married: And whereas the said intended marriage was duly solemnised, but there has been no issue thereof: And whereas Henry Luke White is the present trustee of the said last mentioned indenture of settlement: And whereas the said lands duly became vested in Henry Luke White, William Ernest White, Arthur George White, and Victor Martindale White, as joint tenants in fee

George V. fee simple in possession, subject to the said annuity : And whereas the said William Ernest White died on the tenth day of January, one thousand nine hundred and fourteen, having first made his will whereby he appointed Henry Luke White, Arthur George White, and Arthur Charles Ebsworth executors and trustees thereof : And whereas probate of the said last mentioned will was duly granted to the said Henry Luke White and Arthur George White (the said Arthur Charles Ebsworth having duly renounced probate) by the Supreme Court of New South Wales in its probate jurisdiction on the eleventh day of February, one thousand nine hundred and fourteen : And whereas the said lands are now vested in the said Henry Luke White, Arthur George White, and Victor Martindale White as joint tenants in fee-simple : And whereas the value of the said lands, which is approximately fifty-six thousand three hundred and eighty-five pounds, far exceeds the amount which is necessary to secure the due payment of the said annuity : And whereas the existence of the said annuity prevents any sale, mortgage, lease, or other dealing with the said lands or any part thereof, except subject to the said annuity, and the owners thereof are therefore desirous of having the said lands released from the said annuity, and of making other provision for the payment of and for securing the same : And whereas all persons who are in any way interested in the said annuity and are over the age of twenty-one years, namely,—the said Frances Corinda White, Reginald John Hessel Linsley, Adelaide Maria King and Cecil John King, and the trustees of the will of the said George White and of the said respective indentures of settlement, are willing that the said lands should be released from the said annuity so far as their shares and interests in the same are concerned upon other provision being made for the payment of the same, as hereinafter provided : And whereas it is impossible to release the said lands from the said annuity so far as the shares and interests of infants and unborn persons are concerned, except by Legislative enactment : And whereas the said owners of the said lands are prepared to transfer to the Master in Equity the securities mentioned in the Second Schedule hereto for the purpose of securing the due payment of such annuity :

And

And whereas all moneys due in respect of the said annuity up to the twenty-fifth day of October, one thousand nine hundred and fourteen, have been duly paid and satisfied: And whereas it is desirable that the sale, mortgage, leasing, and dealing with the said lands should be facilitated, provided that the due payment of the said annuity is otherwise secured: Be it enacted by the King'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. Upon the transfer to the Master in Equity of the securities mentioned in the Second Schedule hereto the said lands mentioned in the First Schedule hereto and every part thereof shall become and be freed, released, and discharged from the said annuity, and from any claim or demand that any person interested in the said annuity may have against the said lands in respect of the said annuity.

Release of land specified in the First Schedule on transfer to Master in Equity of securities mentioned in the Second Schedule hereto.

2. A certificate under the hand of the Master in Equity to the effect that the said securities have been duly transferred to him in accordance with the provisions of section one hereof shall be conclusive evidence that the said securities have been so transferred.

Certificate of Master in Equity conclusive evidence of transfer.

3. The Registrar-General, on being served with a certificate in accordance with the provisions of section two hereof, shall enter in the register book kept by him under the provisions of the Real Property Act, 1900, and upon all instruments evidencing title to the said lands, the respective dates of the said certificate and of its production to him, and a memorandum to the effect that the said lands have been released from the said annuity by virtue of the provisions of this Act.

Registration of lease.

4. Until notice be given to the Master in Equity that any instalment of the said annuity or any part of such instalment is unpaid, the income to arise from such securities shall be paid to the said Henry Luke White, Arthur George White, and Victor Martindale White, or the survivors or survivor of them, or the executors or administrators of such survivor, their or his assigns; but after receipt by the Master in Equity of any such notice

Disposal of income to arise from securities.

George V. notice no portion of such income shall be paid to any such person or persons until the Master in Equity be satisfied that the amount mentioned in such notice has been duly paid or the person or persons giving such notice withdraw the same or the court otherwise orders.

Procedure on
non-payment
of annuity.

5. (1) If any instalment of the said annuity, or any part of such instalment, be not duly paid the person or persons to whom the same is due may apply to the court by motion for payment of the amount due and the costs as between solicitor and client of the application out of the said securities or the income thereof, and the court may make such order for the payment thereof of the said amount and of the said costs as to the court shall seem fit.

(2) In particular the court upon any such application may, if necessary, order that a sufficient part of the said securities be realised, and the proceeds of such realisation be applied in payment of the said amount and of the costs of the application.

Disposal of
securities
upon death
of Frances
Corinda
White.

6. Upon the death of the said Frances Corinda White the Master in Equity shall, upon being satisfied that all sums due in respect of such annuity up to the date of such death have been duly paid and satisfied, transfer the securities and moneys then remaining in his hands under the provisions of this Act to the said Henry Luke White, Arthur George White, and Victor Martindale White, or the survivors or survivor of them, or the executors or administrators of such survivor, their, or his assigns.

Power to
vary
securities.

7. It shall be lawful for the Master in Equity, with the consent of the court, to vary the said securities, or any part thereof, for any other security or securities to be approved of by the court. Any application under this section may be made by motion, and notice of such motion shall be served upon all persons interested in the said annuity unless the court shall otherwise direct, and the cost as between solicitor and client of all such persons shall be paid out of the moneys represented by the said securities.

Remedies
preserved.

8. Nothing in this Act contained shall affect any remedy which the persons entitled to the said annuity may have for the payment of the same, except the charge of the same upon the said lands.

9.

9. In this Act "the court" means any judge of the **George V.** Supreme Court of New South Wales sitting in equity. *Interpretation.*

10. This Act may be cited as the "Belltrees Estate Short title. Act, 1914."

SCHEDULES.

THE FIRST SCHEDULE.

County.	Parish.	Portion.	Area.			Volume.	Folio.
			a.	r.	p.		
Durham	Belltrees	110	998	0	0	} part 2,220	127
"	"	111	1,153	0	0		
"	"	108	3,319	3	0		
Brisbane	Castle Sempill....	1 and 2					
Durham	Belltrees	107	1,262	0	0	} part 2,484	24
"	"	13	40	0	0		
"	"	15	44	3	0		
"	"	22	964	0	0	} part 2,275	65
"	"	2	49	1	0		
"	"	17 and 18	107	0	0		
Brisbane	Cherson	33	1,295	0	0	part 2,207	20
Durham and Brisbane.	Mamaran	3	630	0	0	whole 2,294	212
Durham	Belltrees }	168	2,667	2	0	part 2,211	176
Brisbane	Cherson }						
Durham	Belltrees	168	2,667	2	0	whole 2,226	231
Brisbane	Cherson					whole 2,214	46
Total			12,530	1	0		

THE SECOND SCHEDULE.

Such and so much of the stocks of the Government of the Commonwealth of Australia or such and so much of the stocks of the Governments of any of the Australian States already issued or which may hereafter be issued as at the rate or rates of interest payable on such stock respectively shall from time to time produce an annual income of not less than one thousand and fifty pounds.