

An Act to enable the Trustees for the time being of the Will of the late Thomas Kite to grant building and other leases of certain land specifically devised by the said Will for longer periods than are provided for by the said Will. [2nd April, 1886.]

KITE'S LEASING.

WHEREAS Thomas Kite late of Kelso near Bathurst in the Colony of New South Wales Esquire deceased duly made and published his last will and testament in writing bearing date the twenty-second day of August one thousand eight hundred and seventy-one whereby after certain specific devises and bequests the said testator devised the several pieces or parcels of land more fully described in the Schedule hereto to the use of his daughter Elizabeth Forrest for the term of her natural life without impeachment of waste and for her sole and separate use apart from her then present or any future husband and so that her receipts alone should notwithstanding coverture be sufficient discharges for the rents and profits thereof and from and immediately after the determination of that estate by forfeiture or otherwise in the life-time of the said Elizabeth Forrest to the use of the Trustees or other the Trustee or Trustees for the time being of the said will and their or his assigns during the life of the said Elizabeth Forrest in trust to preserve the contingent uses and estates thereafter limited from being defeated or destroyed and for that purpose to make entries and bring actions as occasion might require but nevertheless to permit his said daughter Elizabeth Forrest and her assigns to receive the rents and profits of the said specifically mentioned hereditaments during her life and from and immediately after the decease of his said daughter Elizabeth Forrest to the use of the children of his said daughter Elizabeth Forrest and the lawful issue of any deceased child or children of the said Elizabeth Forrest in such shares and proportions and subject to such limitations as his said daughter Elizabeth Forrest notwithstanding coverture should by deed or will or any codicil or codicils to a will duly executed from time to time direct limit or appoint and for want of and until such direction limitation or appointment or so far as any such should not extend to the use of the said children of his said daughter Elizabeth Forrest when and as they should respectively attain the age of twenty-one years and the lawful issue of any such deceased child or children such issue to take only the share to which the deceased parent or respective deceased parents would have been entitled if living distribution to be made as nearly as possible in shares of equal value according to the judgment of his Trustee or Trustees for the time being or a majority of them and the estate of any child or children of his said daughter Elizabeth Forrest or issue aforesaid being females to be to their respective separate use apart from husbands but in case there should be no such child or issue of a deceased child of his said daughter Elizabeth Forrest entitled under the trusts aforesaid then to the use of his said other children the said Thomas Kite William Kite George Kite Sarah Mary Cousins Ann Lee and Emily Louisa Lee and the lawful issue of any one or more of his said last-mentioned children who should be dead at the time of the decease of his said daughter Elizabeth Forrest the issue of a deceased child or children to take only the share to which the deceased parent or respective deceased parents would have been entitled if living and the

Kite's Leasing.

the estates of his said daughters and female issue entitled under the trusts last aforesaid to be to their respective separate use apart from husbands and the said testator thereby empowered the Trustees or Trustee for the time being of his said will with the consent of the life tenant during her life but after the decease of such life tenant and during the minority or minorities of any person or persons actually or presumptively entitled at their or his own discretion to let all or any and every of the lands and hereditaments thereinbefore specifically devised or any part or parts thereof respectively for any term of years not exceeding seven years in possession and not in remainder or expectancy and so that in every such lease there should be reserved the best rent that could reasonably be obtained for the lands and hereditaments comprised therein and provided that every such lease should contain a power of re-entry in case of default in payment of the rent reserved or non-observance of the covenants and agreements therein contained and other the usual and proper covenants conditions and agreements And whereas the said testator died on the thirteenth day of September one thousand eight hundred and seventy-six without having revoked or altered his said will so far as the same related to the hereinbefore recited devise or the said power of leasing and leaving him surviving his said daughter Elizabeth Forrest and certain other children and such will was duly proved in the Supreme Court of this Colony on the nineteenth day of October one thousand eight hundred and seventy-six And whereas the said Elizabeth Forrest now hath four children and no more that is to say Mowbray George Stenhouse Forrest of the age of twenty-one years Arthur Everard Forrest of the age of nineteen years Bertie Thomas Forrest of the age of ten years and Gertrude Emily Forrest of the age of eight years all of whom except the said Mowbray George Stenhouse Forrest are infants under the age of twenty-one years And whereas the said Elizabeth Forrest is still entitled as tenant for life to the rents and profits of the said pieces or parcels of land And whereas the houses now standing on the said lands are in want of repair and a difficulty has arisen in finding tenants who will undertake to rebuild or repair the said houses and pay a fairly remunerative rent by reason of the short term for which only leases can be granted under the said will And whereas it would be for the benefit of all persons interested in the said devise of the said lands that the power of granting leases in the said will should be enlarged so as to allow of leases being granted for terms not exceeding twenty-one years for building or occupation leases 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 authority of the same as follows :—

Further power to
grant leases.

1. It shall be lawful for the said Trustees or Trustee for the time being of the will of the said Thomas Kite or other the person or persons empowered by the said will by the consent of the life tenant during her life and after her death and during the minority or minorities of any person or persons actually or presumptively entitled at their or his own discretion to grant leases of the lands thereby devised to grant leases of the lands described in the Schedule hereto or any of them from time to time to any person or persons who shall covenant to improve the same by erecting and building thereon any house or building or to repair and rebuild any house or building which is or shall be hereafter standing thereon or by otherwise expending in improvement such moneys as shall be deemed adequate to the interest to be parted with for any period not exceeding twenty-one years in lieu of seven years as in the said will provided to take effect in possession and not in reversion or by way of future interest so as there be reserved in such lease the best yearly rent to be incident to the immediate reversion that can be reasonably obtained to be made payable half-yearly

or

Moore Estate Act Amendment.

or oftener without taking any fine or other benefit in the nature of a fine for the making thereof and so that there be contained in every such lease a condition of re-entry for non-payment of rent within a reasonable time to be therein specified or for non-observance or non-performance of covenants by the lessee and so that the lessee do execute a counterpart thereof and do thereby covenant for payment of the rent thereby reserved and be not by any express word therein made dispunishable for waste.

2. This Act may be cited as "Kite's Leasing Act of 1886." Short title.

SCHEDULE BEFORE REFERRED TO.

All that parcel of land containing by admeasurement one rood and twenty-one perches and situated in the town of Sydney parish of St. James county of Cumberland allotment number nine of section number thirty-eight bounded on the west by Pitt-street bearing south five degrees thirty minutes east one hundred and twenty-one and a half links on the south by allotment number ten bearing east five degrees north forty-three links then south four degrees east three links then east two degrees north two hundred and forty-eight links on the east by allotment number nineteen bearing north two degrees west one hundred and twenty-eight and one half links on the north by allotment number eight bearing west three degrees south two hundred and sixty-two and one half links then west five degrees thirty minutes south forty-one and a half links.

And all that piece or parcel of land situate in the county of Cumberland parish of Alexandria and City of Sydney allotments nine and ten of block twenty-two E of the Riley Estate Woolloomooloo Commencing at the intersection of Crown-street with William-street and bounded on the east by Crown-street bearing north one degree fourteen minutes east eighty-three feet seven inches on the north by forty-four feet four inches of a lane sixteen feet wide on the west by allotment eight bearing south one degree fourteen minutes west eighty-two feet ten inches to William-street and on the south by that street easterly to Crown-street aforesaid which said parcel of land is part and parcel of one hundred acres of land known by the name of Woolloomooloo farm granted by the Crown to John Palmer by a deed of grant bearing date the twenty-fifth day of February one thousand seven hundred and ninety-three.
