

1267  
No. 126

New South Wales.



(A.)

APPLICATION TO BRING LANDS UNDER THE PROVISIONS OF THE REAL PROPERTY ACT (26 VICTORIA, No. 9.)

CAUTION.—Applicants are reminded that by Section 182, the penalties of perjury are attached to a false declaration concerning any matter or procedure under the Act, and that the utmost care is therefore necessary in framing (or reading over if the form be filled up by an attorney) every particular statement herein.  
It is further provided by Section 117, that any applicant procuring a Certificate through any fraud, error, omission, misrepresentation, or misdescription will, notwithstanding the issue of such Certificate, remain liable for damages to any person thereby prejudiced. And any person who fraudulently procures, assists in fraudulently procuring, or is privy to the fraudulent procurement of any Certificate of Title, is declared guilty of a misdemeanor, and liable to a penalty not exceeding £500, or imprisonment not exceeding three years; and any Certificate thereby procured is rendered void as between all parties or privies to the fraud.

- Another form can be obtained for leaseholds.
- a Here state Christian and Surname in full, with residence and occupation.
- b "I am," or "C. D. of," (as the case may be.)
- c Here give description of the property in full.

FEE SIMPLE.\*

I, Robert Lewis of Leichhardt Contractor

do solemnly and sincerely declare that I am seized for an Estate in fee simple of

that piece of land situate adjacent to the Parish of Petersham being part of Block "F" of the Leichhardt Estate and described in the Conveyance from Walter Pearce to me and referred to in the schedule hereto:

If the land consists of a Crown Grant, a diagram from the Survey Office must be procured—and on payment of a special fee of 2s. 6d. accompanying the application, this will be obtained through the Land Titles Department.  
If the land comprise a portion only of a Grant, an accurate plan must accompany the application.  
It is always desirable, and in many cases absolutely necessary, that this plan be prepared and certified by one of the Surveyors licensed under the Act.  
If there be any rights of way, or other rights or easements affecting the premises, the particulars should be stated.  
If the space for description be insufficient, it may be completed by annexure, which must, however, be identical as part of the declaration, by memorandum signed by the declarant and attested O.S.

18-766

If this valuation be inadequate or doubtful, the applicant will be subjected to the expense of an official valuation, under Section 27.

- e State whether "the whole" or "part."
- f Insert Allotment with reference to number and section on plan; if any, or, if not, number of acres granted.
- g Name of Grantee.
- h Name of Governor.
- i If there be any Lease here state particulars; if none, strike out the words within brackets.

which land (including all improvements) is of the value of £ 350. 0. 0 and no more, and is part of the land

originally granted to John Speer by Crown grant, under the Hand of Lachlan Macquarie & formerly Governor of the Colony, dated the 17th day of Oct 1811.

And I further declare, that I verily believe there does not exist any lease or agreement for lease of the said land for any term exceeding a tenancy for one year, or from year to year [except as follows—]

- j If any exception, here state particulars; if none, strike out the words of reference within brackets.

Also that there does not exist any mortgage, lien, writ of execution, charge or encumbrance, will or settlement, or any deed or writing, contract, or dealing (other than such lease or tenancy as aforesaid) giving any right, claim, or interest in or to the said land, or any part thereof, to any other person than myself [except as follows]



k Insert "unoccupied," or "in the occupation of" adding names and addresses of tenants in full. State also nature of tenancy, if not under some lease before mentioned.

And I further declare, that there is no person in possession or occupation of the said lands adversely to my Estate or interest therein, and that the said land is now *occupied by me in fact & the other portion by tenantry*

l Here insert names and residences of adjacent owners and occupiers on each side.

and that the owners and occupiers of adjacent lands are as follows:—*On the north*

m Insert the like particulars as to the other sides of the property.

*Walter Peames Esq.* owner,  
*Richardt, Peterham* occupier;  
on the "

n Here insert "an unmarried" or "was married to my present wife on the day of 18 as the fact may be.

And I further declare that *I was married to my present wife in the year 1846*

And I further declare that the annexed Schedule, to which my signature is affixed, and which is to be taken as part of this Declaration, contains a full and correct list of all settlements, deeds, documents, or instruments, maps, plans, and papers relating to the land comprised in this application, so far as I have any means of ascertaining the same, distinguishing such as being in my possession or under my control, are herewith lodged, and indicating where or with whom, so far as known to me, any others thereof are deposited; Also, that there does not exist any fact or circumstance whatever material to the title, which is not hereby fully and fairly disclosed to the utmost extent of my knowledge, information, and belief; and that there is not, to my knowledge and belief, any action or suit pending affecting the said land, nor any person who has or claims any estate, right, title, or interest therein, or in any part thereof, otherwise than by virtue and to the extent of some lease or tenancy hereby fully disclosed [except as follows.]°

o If any exception, state particulars; if none, strike out the words within brackets.

And I make this solemn Declaration, conscientiously believing the same to be true.

DATED at *Spaney* this *18<sup>th</sup>* day of *April* 186 *6*

p The declaration must be attested by the Registrar General or Deputy, or by a Notary Public, or by a Justice of the Peace. If the signature be by mark, the attestation must state that it was read over to the declarant, that he appeared fully to understand the contents. This applies also to the subjoined direction, particularly if a different person be nominated to receive certificate.

Made and subscribed by the abovenamed  
*Robert Laws* (Signature of Applicant) *Robert Laws*  
this *18<sup>th</sup>* day of *April* 186 *6*  
in the presence of *W. Ward. Dep. Reg. Genl.*

To the Registrar General—

I *Robert Laws* the above declarant, do hereby apply to have the land described in the above declaration brought under the provisions of the Real Property Act, and request you to issue the Certificate of Title in the name of<sup>a</sup>

q If to Applicant, say "myself;" if to other person, write name at full length, with address and occupation.

If to two or more, state whether as joint tenants or in common.

If to an infant, the age should be stated and verified by Certificate of Baptism, or by Statutory Declaration.

If to a married woman, the name of the husband, together with his residence and occupation should be stated.

DATED at *Spaney* this *18<sup>th</sup>* day of *April* 186 *6*

Witness to Signature—

(Signature of Applicant) *Robert Laws*

N.B.—The annexed Schedule, and the Certificate indorsed should both be also signed.



SCHEDULE REFERRED TO.

(TO BE SIGNED BY APPLICANT.)

For the Particulars which this Schedule must comprise, see concluding part of Declaration, to which particular attention is directed, as any omission or mis-statement will render applicant liable to the penalties of false Declaration.

Such of the Deeds and Documents as are in applicant's possession or control must be deposited with the application. Counterfeit leases must be inserted, but these will be returned, if required.

If any deposited Deeds refer to property not brought under the Act, they may be returned, or partial cancellation: but of all these, abstracts or copies for retention should be furnished, and the desire for the return of the originals noted.

If the only object be to comply with covenant to produce, parties are reminded that by specially depositing them under the 25th Section of the Act, 22 Vic., No. 1, such covenant will be finally satisfied.

14 June  
 5th Decr 1841. Mortgage J. Stiper to J. Lord  
 Release to J. Stiper & Co. & Co. Confirmation to J. Lord  
 2nd Decr 1845 Lease to J. Lord to R. Campbell & Co.  
 14th Augr 1846 do R. Campbell & Co. to W. Beames  
 3rd March 1859 do W. Beames to Applicant

Robert Laws

I undertake to serve M. Walter Beames the adjoining Owner with a notice under the Real Property Act Robert Laws



N.B.—Section 104 requires that the following Certificate be signed by applicant or his Solicitor, and renders liable any person falsely or negligently certifying, to a penalty of £50; also, to damages recoverable by parties injured.

I certify that the within application is correct for the purposes of the Real Property Act. \*

*Robert Lairy*

\* If by Solicitor insert:—" And that I am the Solicitor of the within-named applicant; " and add his own address to his signature.

F E E S .

PAYMENT OF THESE MUST ACCOMPANY THE APPLICATION.

1st.—Where the Applicant is the Original Grantee from the Crown.

Commissioners' Fee .....	£0 5 0
New Certificate.....	1 0 0
Sketch (unless furnished) .....	0 2 6
Add Assurance, $\frac{1}{2}$ d. in the pound on declared value .....	.....

2nd.—Where the Applicant is not the Grantee from the Crown, or being the Grantee, the Property has been dealt with by any Registered Instrument.

	Commissioners' Fee.	Advertisements.	New Certificates.	Total.
If property under 200	£0 10 0	£1 10 0	£1 0 0	£3 0 0
" " 300	1 0 0	1 10 0	1 0 0	3 10 0
" " 400	1 10 0	1 10 0	1 0 0	4 0 0
" " 500	2 0 0	1 10 0	1 0 0	4 10 0
Ditto above " 500	2 10 0	1 10 0	1 0 0	5 0 0

In addition to the Assurance Fee of  $\frac{1}{2}$ d. in the £ on the value; and 2s. 6d. for Sketch, if the whole of a Crown Grant.

☞ State to whom all correspondence relating to this Application should be sent, with address as under, viz. :—

Name \_\_\_\_\_

Occupation \_\_\_\_\_

Post Town \_\_\_\_\_



ABSTRACT of the TITLE of WALTER BEAMES  
Esquire to Land situate in the district of  
Petersham County of Cumberland part of the  
"Piperston" Estate

1811, October 17th. By Deed Poll or Grant of this date under the hand of Lachlan Macquarie Esquire then Captain General and Governor-in-Chief of the Territory of New South Wales and its Dependencies

Reciting that full power and authority for granting Land in the Territory of New South Wales was vested in His Majesty's Captain-General and Governor-in-Chief in and over the said Territory and its Dependencies by His Majesty's Instructions under the Royal Sign Manuel bearing date respectively the 25th day of April 1787 and 20th August 1789

In pursuance of the power and authority vested in him as aforesaid He did by the now abstracting Deed Poll or Deed of Grant give and grant unto John Piper his heirs and assigns to have and to hold for ever

165 acres of land lying and situate in the district of Petersham bounded on the South side by Moore's farm and part of Prentice's farm bearing West 19 degrees South 30 chains on the West side by Piper's Macquarie Gift farm bearing North 15 degrees West 25 chains 50 links and Bigger's farm bearing East 15 degrees North 12 chains and North 15 degrees West 25 chains On the North side by a line East 15 degrees North to the Bay bounding John Jones' farm and on the East side by a stream to be known by the name of "Piperston"

To be held by him the said John Piper his heirs and assigns free from all taxes quit rents and other acknowledgments for the space of five years from the date thereof Such timber as might be growing or that might grow thereafter upon the said lands which might be deemed fit for Naval purposes to be reserved for the use of the Crown and paying an annual quit rent of three shillings for the term of five years before mentioned And saving and reserving unto Government the right of making a public road through such part of the said land as might at any time be required

Signed and Sealed in the presence of 2 witnesses  
Registered in the Secretary's Office

Thomas Campbell Secretary and Registrar

1811, December 6th and 7th. Indentures of Lease and Release of these dates respectively made between the said John Piper the younger therein described of Bathurst in the Territory of New South Wales Esquire of the one part and Francis Lord of the same place Esquire of the other part

Reciting that the said John Piper the younger was seized to him and his heirs of an estate of inheritance in fee simple in possession of and in (*inter alia*) the piece or parcel of land and hereditaments thereafter described and intended to be thereby released or otherwise assured

And reciting that the said John Piper the younger was indebted to the said Francis Lord in the sum of £2600 as the said John Piper the younger did thereby admit and acknowledge

And reciting that the said John Piper the younger had also opened an account current with the said Francis Lord and that it had been agreed that in order to secure the said sum of £2600 so as aforesaid then due and owing and also such further sum and sums of money which should from time to time become due to the said Francis Lord on the balance of the said account current subject to the limitations thereafter mentioned that he the said John Piper the younger should execute a conveyance to the said Francis Lord of the fee simple and inheritance of the two several pieces or parcels of land and hereditaments thereafter described upon the trusts and for the intents and purposes thereafter expressed concerning the same

It was witnessed that for more effectually securing unto the said Francis Lord his executors administrators or assigns the said sum of £2600 so due and such further sum and sums of money which should from time to time become due to him upon the balance of such account current of the said John Piper the younger as thereafter mentioned Subject nevertheless to the limitation thereafter expressed And also in consideration of 10s <sup>&c</sup> and to the said John Piper the younger paid by the said Francis Lord (the receipt &c) the said John Piper the younger



Did grant bargain sell release and confirm (*inter alia*)

The before abstracted premises

Saving and reserving thereout a piece or parcel of land containing by estimation 11 acres and 2 perches or thereabouts conveyed by Indentures of the 30th and 31st days of July 1840 by the said John Piper the younger to one John Piper Mackenzie and described and colored red on the plan endorsed on the now abstracting Indenture

And also saving and excepting out of the said grant and release certain other pieces or parcels of land sold by the said John Piper the younger through Mr. Blackman auctioneer in lots to purchasers on the 1st day of July 1841 and containing by estimation 7 acres and described and colored yellow in the said plan endorsed thereon and which said pieces or parcels of land were as then unconveyed to purchasers

And also saving and excepting out of the grant and release a piece or parcel of land containing by estimation 3 acres bounded on the South by a portion of land originally granted to one Prentice on the North and East by other parts of the said grant of one hundred and sixty-five acres and conveyed by the said John Piper Mackenzie the younger to John Piper the elder by Indentures of lease and release of the 1st and 2nd December, 1830

Together with all houses, &c.

And all the estate &c.

To hold unto the said Francis Lord his heirs and assigns to the only proper use and behoof of the said Francis Lord his heirs and assigns for ever upon the trusts following that is to say

Upon trust that he the said Francis Lord his heirs or assigns, of his or their own proper authority without any further consent or concurrence of the said John Piper the younger his heirs or assigns, and notwithstanding the said John Piper should be under any disability, and should at any time or times thereafter when he or they in his or their discretion should think proper (without prejudice however to the rights of action on the part of the said John Piper the younger his heirs executors administrators or assigns under the covenant or covenants of the said Francis Lord thereafter contained) make sale and absolutely dispose of the before abstracted premises or any part or parts of the same either together or in parcels and either by public auction or private contract or partly by public auction and partly by private contract with liberty if it should be deemed expedient so to do to buy in the said hereditaments to be offered for sale at any auction or auctions or any part thereof and sell the same at any future auction or auctions or by private contract and convey the said hereditaments when sold to the person or persons who should agree to become the purchaser or purchasers thereof

And upon further trust that the said Francis Lord or his heirs or assigns should by with and out of the money which should arise by and from such sale or sales respectively in the first place deduct or retain for himself and themselves respectively the costs charges and expences of the abstracting security and also the costs and expences of and attending the said sale or sales or in or about any suit or suits at law or in equity for obtaining the possession of the said premises or in enforcing the performance of any contract or contracts with any person or persons who should agree to become the purchaser or purchasers of the said premises or otherwise in carrying on the trusts thereinbefore contained into execution and in the next place should retain or pay unto or for the said Francis Lord his executors administrators or assigns the said sum of £2600 and also such further sum or sums of money which should from time to time become due to the said Francis Lord on the balance of such account current with the said John Piper the younger his executors administrators or assigns either for money paid or advanced for goods sold and delivered by the said Francis Lord his executors or administrators unto the said John Piper the younger his executors administrators and assigns or which should be secured by any bill of exchange drawn or endorsed by the said Francis Lord or by any promissory note or other contract whatever with interest for the same respectively from the several times at which they should respectively be advanced or at which the said bills notes or other contracts respectively should have become due and thenceforth until payment thereof respectively after the rate of £12 : 10 : 0 per centum per annum unless any agreement in that particular should be made to the contrary then and in manner and after the rate of interest which should have been stipulated to be paid by such bill of exchange promissory note or other contract respectively with commission and the usual charges



And upon further trust that he the said Francis Lord or his heirs or assigns after raising and retaining and reserving all and every the sum and sums of money and interest commission costs and damages and expences as aforesaid should pay the residue or surplus (if any) of the money which should then remain in his or their hands unapplied to any of the purposes aforesaid unto the said John Piper the younger his heirs executors administrators or assigns

And also should convey and assure unto and to the use of the said John Piper the younger his heirs or assigns or unto whom he or they should appoint the fee simple and inheritance of such part or parts of the before abstracted premises thereby released or otherwise assured or intended so to be as should then remain unsold freed and discharged of and from all estates charges and incumbrances to be created by the said Francis Lord his heirs executors administrators or assigns in the meantime And upon to or for no other trust and intent or purpose whatsoever

Declaration that every purchaser of the premises thereby released or otherwise assured or intended so to be or any part thereof who should pay his or her purchase money into the hands of the said Francis Lord his heirs or assigns should be discharged from all responsibility in respect of the application thereof And that every sale which should be made and contract for a sale which should be entered into and every conveyance which should be executed by the said Francis Lord his heirs or assigns should be binding and conclusive on the said John Piper the younger his heirs and assigns to all intents and purposes whatsoever as fully and effectually as if such sale had been made and contract entered into and conveyance executed by or with the concurrence of the said John Piper the younger his heirs or assigns

Further Declaration that the principal sum or sums of money to be ultimately recoverable by means of the security thereby made should not exceed the sum of £3600

Covenant by the said Francis Lord with the said John Piper the younger his heirs and assigns that he the said Francis Lord his executors or administrators should and would at any time thereafter when thereunto requested by the said John Piper the younger his heirs executors administrators and assigns and within 10 days from the time of such request make out a just true and particular account of all the sum and sums of money which should be due and owing from him or them or the balance of his or their account current with the said Francis Lord his executors administrators or assigns and deliver the same account current to the said John Piper the younger his heirs executors administrators and assigns when he or they should require the delivery of the same and that on payment or tender by the said John Piper the younger his heirs executors administrators or assigns of the same sum or sums of money should and would on the request and at the costs and charges of the said John Piper the younger his heirs or assigns reconvey all and every the said two several pieces or parcels of land thereinbefore released or otherwise assured or intended so to be or such part or parts thereof as should then remain unsold under the trusts thereinbefore contained either unto or to the use of the said John Piper the younger his heirs or assigns or unto whom and in such manner as he or they should direct or appoint

Covenants by the said John Piper the younger with the said Francis Lord That he had good right to convey —For quiet enjoyment—Free from incumbrances—and for further assurance

Executed by the said John Piper junior and Francis Lord and attested  
Registered 13th December 1841 No. 657 Book Y.

656

1842, June 17th.

By Indenture endorsed in lastly abstracted release made between the therein named John Piper the younger of the one part and the therein named Francis Lord of the other part

After reciting that the said John Piper the younger was indebted to the said Francis Lord upon the balance of an account for money paid and advanced and to be paid and advanced for goods sold and delivered in the full sum of £3600

It is Witnessed that the said John Piper the younger did by the now abstracting deed for himself his heirs executors and administrators expressly admit and declare that the sum of £3600 was then due and owing to the said Francis Lord and Did expressly declare that the whole of the same should be covered by the security in the annexed deed contained

Executed by John Piper junior and attested

1842, August 8th.

By Indenture of Release of this date made between John Piper the elder of the 1st part John Piper the younger of the 2nd part and Francis Lord of the 3rd part

After reciting before abstracted grant

And reciting before abstracted indenture of lease and release of 6th and 7th December 1841

And reciting lastly abstracted deed of 17th June 1842

( 3 )

*Payment on Demand  
or 3 months after notice*



And reciting that doubts had arisen as to the person intended to be named as grantee of the piece or parcel of land granted to the said John Piper under and by virtue of the before abstracted grant in consequence of the said grant not distinguishing whether the said John Piper the elder or the said John Piper the younger was intended to be designated thereby and in order to obviate all doubts the said John Piper the elder had consented to execute the now reciting deed for the purpose of confirming the title of the said Francis Lord in and to the said premises

It is Witnessed that in pursuance of such consent and in consideration of 10s by the said Francis Lord paid to the said John Piper the elder (the receipt &c.) the said John Piper the elder at the request and by the direction of the said John Piper the younger (testified &c.)

Did bargain sell release and confirm unto the said Francis Lord and his heirs In his actual possession &c.

The before abstracted premises

Saving and excepting throughout 11 acres and 2 perches or thereabouts conveyed by the said John Piper the younger to one John Piper Mackenzie by indentures dated 30th and 31st July 1840

And also saving and excepting thereout certain other pieces or parcels of land sold by the said John Piper the younger through Mr Blackman auctioneer in lots to suit purchasers on the 1st day of July 1841 and containing by estimation 7 acres

And also saving and excepting a piece or parcel of land containing by estimation 3 acres conveyed by the said John Piper the younger to the said John Piper the elder by indentures of lease and release dated 1st and 2nd December 1830

Together with all houses &c

And all the estate &c

To hold the said piece or parcel of land and hereditaments with the appurtenances unto the said Francis Lord and his heirs

To the only proper use and behoof of the said Francis Lord his heirs and assigns for ever Upon the trusts expressed in the before abstracted indentures of 6th and 7th December 1841 Covenants by the said John Piper the elder with the said Francis Lord that he had done no act to incumber

Executed by the said John Piper the elder and the said John Piper the younger and attested  
Registered 25th August 1842 No 816 Book 1

1845, December, 2nd. By Indenture of Release of this date made between the said Francis Lord of the 1st part Frederick Strachan of Bathurst gentleman (trustee of the estate and effects of the said John Piper the younger an insolvent person) of the 2d part Robert Campbell commonly called Robert Campbell the younger of Hopewell near Sydney Esquire of the 3rd part and John Gurner of Sydney aforesaid gentleman of the 4th part

After reciting the before abstracted grant

And reciting before abstracted mortgage

And reciting before abstracted deed of 17th June 1842

And reciting before abstracted indenture of 8th August 1842

And reciting order of sequestration of 12th May 1843 of the estate of the said John Piper the younger

And reciting that at a meeting of the creditors of the said John Piper the younger the said Frederick Strachan was elected a trustee of the estate of the said John Piper the younger and such election was afterwards duly confirmed

And reciting that at the time of the sequestration of the estate of the said John Piper the younger as aforesaid the said sum of £3600 with arrears of interest remained due and owing to the said Francis Lord upon the security of the thereinbefore recited mortgage and indenture of 17th June 1842

And reciting that at the time of proving his claim upon the estate of the said John Piper the younger for the said sum of £3600 and arrears of interest as aforesaid the said Francis Lord valued the hereditaments comprised in the hereinbefore recited mortgage security or such parts of the same as then remained unsold under the trusts of the said security together with other premises over which he held security at the sum of £3600 and arrears of interest

And reciting that the said Frederick Strachan had acquiesced in such valuation and was willing to release the said Francis Lord and his heirs or as he or they should direct all equitable title to the same vested in him as such trustee as aforesaid

And reciting that the said Francis Lord had since contracted with the said Robert Campbell for the



sale to him of the hereditaments thereafter described and intended to be thereby released being part of the lands comprised in the thereinbefore recited mortgage security at or for the price or sum of £900 and it had been agreed that the said Frederick Strachan should release his estate and interest therein in the manner thereafter expressed

It is Witnessed that in pursuance of the said recited contract and in consideration of the sum of £900 to the said Francis Lord paid (the receipt &c.) he the said Francis Lord Did grant bargain sell and release and the said Frederick Strachan for the purpose of conveying all his estate and interest as such trustee as aforesaid in the hereditaments thereafter expressed to be thereby released on the nomination and by the direction of the said Francis Lord (testified &c.) Did grant bargain sell release and confirm (the release &c.) unto the said Robert Campbell and his heirs

12-0-21

All that piece or parcel of land situate in the parish of Petersham in the county of Cumberland containing by admeasurement 12 acres and 21 perches (being part of the said 165 acres of land and comprised in the said grant) and shown as allotment marked A in a plan thereof written on the now abstracting indenture and of other allotments commencing at the South-east corner of another portion of the said 165 acres sold to William Henry Mackenzie as allotment No. 15 and bounded on the West by the East boundary line of said allotment No. 15 bearing North 5 degrees 40 minutes East 7 chains 82 links to the South boundary lines of Lawrence Butler's grant on the North by part of the South boundary lines of Lawrence Butler's and T. Lloyd's grants bearing East 16 degrees 25 minutes North or thereabouts 12 chains 81 links to the North-west corner of allotment No 41 also sold to William Henry Mackenzie on the East by the West boundary of said allotment No. 41 bearing South 5 degrees 40 minutes West 4 chains 52 links to the northernmost termination of a reserved road or street 50 links wide to be called High Street and thence by the West side of the said reserved road and the same bearing 7 chains 83 links to another reserved road or street called Piper Street and on the South by Piper Street bearing West 5 degrees 40 minutes North 12 chains to the commencing corner

12-1-16

And also all that piece or parcel of land being another portion of the said 165 acres containing by admeasurement 12 acres 1 rood and 16 poles and shewn as allotment marked B on the said plan commencing on Johnstone's Creek at the South-east corner of another portion of the before abstracted grant sold as allotment No. 41 to William Henry Mackenzie and bounded on the North by the South boundary line of said allotment No. 41 bearing West 5 degrees 40 minutes North 15 chains 50 links little more or less to the northernmost termination of a reserved road or street 50 links wide to be called High Street on the West by the East side of High Street bearing South 5 degrees 40 minutes West 7 chains 83 links to another reserved road or street to be called Piper Street on the South by Piper Street also 50 links wide bearing East 5 degrees 40 minutes South 15 chains 84 links to Johnstone's Creek aforesaid and on the East by Johnstone's Creek bearing northerly to the commencing corner

36-2-11

And also all that piece or parcel of land being another portion of the said 165 acres containing by admeasurement 36 acres 2 roods 11 poles more or less and shown as allotment marked C in the plan aforesaid commencing at Johnstone's Creek aforesaid at the Eastern termination of Piper Street aforesaid and bounded on the North by that street bearing West 5 degrees 40 minutes North 15 chains 82 links little more or less to the intersection of Piper Street with High Street aforesaid on the West by High Street aforesaid bearing South 5 degrees 40 minutes West 24 chains to the intersection of High Street aforesaid with another reserved road or street 50 links wide to be called Elswick Street on the South by Elswick Street aforesaid bearing East 5 degrees 40 minutes South 13 chains 85 links to Johnstone's Creek aforesaid and on the East by Johnstone's Creek aforesaid bearing Northerly to the commencing corner

25-0-10

And also all that piece or parcel of land being another portion of the said 165 acres containing by admeasurement 25 acres and 10 perches more or less and shewn as allotment marked D in the said plan commencing on the West side of High Street aforesaid at the South-east corner of another portion of the before mentioned grant sold as allotment No 20 to Robert Jones and bounded on the



North by the South boundary line of said allotment No. 20 and also by part of the South boundary line of allotment No 12 sold to Thomas Bryant and bearing West 5 degrees 40 minutes North 16 chains 65 links to the Eastern boundary line of Thomas Bigger's grant on the West by part of the said East boundary line of that grant bearing South 16 degrees 25 minutes East or thereabouts 11 chains 45 links more or less to the South-east corner thereof thence by part of the South boundary line of the said Thomas Bigger's grant bearing West 16 degrees 25 minutes South or thereabouts 8 chains 30 links more or less to the new road from Sydney aforesaid to Balmain and thence by the East side of that road bearing South 1 degree West 2 chains 50 links to Elswick Street aforesaid on the South by that street bearing East 5 degrees 40 minutes South 19 chains 88 links to the intersection thereof with High Street aforesaid and on the East by High Street aforesaid bearing North 5 degrees 40 minutes East 16 chains to the commencing corner

13.2 ~ 6  
And also all that piece or parcel of land being another portion of the said 165 acres and shewn as allotment marked E in the plan aforesaid containing by admeasurement 13 acres 2 roods and 6 poles more or less commencing on the South side of Elswick Street aforesaid and at the North-east corner of another portion of the before mentioned 165 acres sold as allotment No 7 to Robert Johnstone and bounded on the West by the East boundary line of said allotment No 7 and also by the East boundary line of allotment No 6 sold to Robert Jones bearing South 5 degrees 40 minutes West 7 chains 10 links to the North-east corner of John Piper Mackenzie's purchase of other part of the said 165 acres thence by the East boundary line of the said John Piper Mackenzie's purchase bearing South 16 degrees East or thereabouts 9 chains 90 links more or less to a reserved road or street 50 links wide on the South by the said reserved road or street bearing East 19 degrees 32 minutes North 6 chains 85 links to the Southernmost end of High Street aforesaid on the East by High Street bearing North 5 degrees 40 minutes East 13 chains 50 links to Elswick Street aforesaid and on the North by Elswick Street bearing West 5 degrees 40 minutes North 10 chains to the commencing corner

14.1.15  
And also all that piece or parcel of land being another portion of the said 165 acres containing by admeasurement 14 acres 1 rood and 15 poles and shewn as allotment marked F in the plan aforesaid commencing at the West side of Johnstone's Creek aforesaid and bounded on the North by Elswick Street aforesaid bearing West 5 degrees 40 minutes North 13 chains 87 links to the intersection thereof with High Street aforesaid on the West by High Street aforesaid bearing South 5 degrees 40 minutes West 12 chains 90 links to another reserved road or street 50 links wide separating the land now being described from land belonging to James Titterton on the South by the last mentioned reserved road bearing East 19 degrees 32 minutes North 16 chains 7 links to Johnstone's Creek aforesaid and on the East by Johnstone's Creek aforesaid bearing Northerly to the commencing point

2.13  
And also all that piece or parcel of land being another portion of the said 165 acres containing by admeasurement 2 roods and 13 poles more or less and shewn as allotment marked G on the plan aforesaid commencing at the West side of Johnstone's Creek and bounded on the North by a reserved road or street 50 links wide and bearing West 19 degrees 32 minutes South 8 chains 33 links to land belonging to James Titterton on the West by the East boundary line of Titterton's land bearing South 17 degrees 30 minutes East 4 chains to the North boundary line of Margaret Moore's grant on the South by the said North boundary line of Margaret Moore's grant bearing East 19 degrees 25 minutes North 2 chains 93 links to Johnstone's Creek aforesaid and on the East by Johnstone's Creek bearing Northerly to the commencing corner

Together with all houses &c.

And all the estate &c.

To hold with the appurtenances unto the said Robert Campbell and his heirs

To such uses upon such trusts and such intents and purposes as the said Robert Campbell should at any time or times during his life by any deed or deeds direct limit or appoint

And in default of any such direction limitation or appointment

177  
To the use of the said Robert Campbell <sup>and his</sup> ~~heirs and~~ assigns for his life without impeachment of waste and after the determination of that estate by forfeiture or otherwise in his life time



To the use of the said John Gurner and his heirs during the life of the said Robert Campbell  
In trust nevertheless for him and his assigns and after the determination of the preceding  
uses or estates

To the use of the said Robert Campbell his heirs and assigns for ever  
Covenants by the said Francis Lord—For good right to convey—For quiet enjoyment—free  
from incumbrances—and for further assurance

Executed by the said Francis Lord Frederick Strachan and Robert Campbell and  
attested

Receipt for consideration money endorsed

Plan endorsed

Registered 2nd January 1846 No. 132 Book 10

*Appointment*  
1846, August 14. By Indenture of Release of this date made between the said Robert Campbell of the one part and said Walter  
Beames of the other part

After reciting lastly abstracted indenture

And reciting contract for sale

It is Witnessed that in pursuance of the said agreement and for the consideration therein mentioned He the  
said Robert Campbell by virtue and in exercise and execution of the power and authority reserved to him by  
the lastly abstracted indenture

Did limit and appoint that thenceforth all and singular the hereditaments thereafter described and expressed  
to be thereby released with the appurtenances should remain enure and be to the uses thereafter expressed and  
declared of and concerning the same

And it is further Witnessed that for the consideration aforesaid he the said Robert Campbell

Did bargain sell and release (the release &c.) unto the said Walter Beames and his heirs

The lastly abstracted hereditaments

Together with all houses &c.

And all the estate &c.

To hold to the said Walter Beames and his heirs

To such uses upon such Trusts and for such intents and purposes as the said Walter Beames  
should at any time or from time to time thereafter by any deed or deeds direct or appoint  
And in default of and until any such direction or appointment and so far as any such direction  
or appointment when made should not extend

To the use of the said Walter Beames his heirs and assigns for ever

Covenants by the said Robert Campbell with the said Walter Beames

That he had good right to convey—For quiet enjoyment—free from incumbrances  
—and for further assurance

Executed by the said Robert Campbell and Walter Beames and attested

Receipt for consideration money endorsed

Registered 17th August 1846 No. 335 Book 11