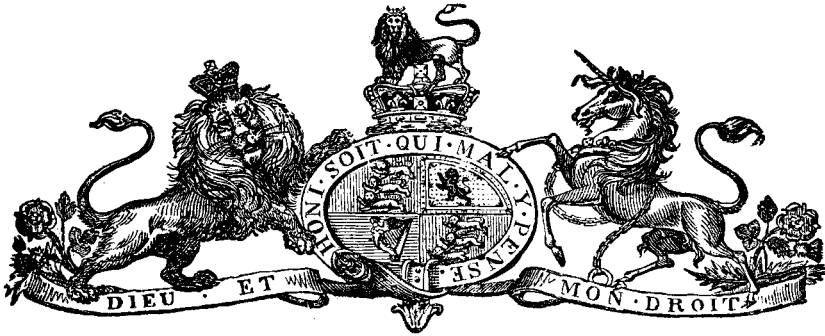


T A S M A N I A



1891.

ANNO QUINQUAGESIMO-QUINTO

VICTORIÆ REGINÆ,

No. 70.

AN ACT to authorise the Trustees of the *Roman Catholic Church in Tasmania* to dispose of Land in the Townships of *Oatlands* and *Devonport*, and to lease Land in *Glebe Town*. [23 December, 1891.] A.D. 1891.

WHEREAS on the Fourth day of *January*, One thousand eight hundred and fifty-five, all that allotment or piece of land containing Ten acres or thereabout situate and being in the Town of *Oatlands*, in *Tasmania*, and described in the First Schedule hereto, was reserved by the Crown as a Glebe for the benefit of the *Roman Catholic Church in Tasmania* : PREAMBLE.

And whereas it is expedient that *Charles Peter Woods* and *Daniel Francis Xavier Beechinor*, the Trustees of the property of the *Roman Catholic Church in Tasmania*, or other the Trustee or Trustees for the time being of the property of the said Church, should be empowered to sell or otherwise dispose of the said land, and should apply the proceeds arising therefrom in the purchase of other land adjoining the land whereon a *Roman Catholic Church* and *Presbytery* are now erected at *Oatlands* aforesaid :

And whereas by Letters Patent dated the Sixth day of *January*, One thousand eight hundred and eighty-eight, and registered Vol. LII., Fol. 32, under the hand of His Excellency Sir *Robert George Crookshank Hamilton* and the Seal of the Colony of *Tasmania*, all that

Roman Catholic Glebes.

A.D. 1891.

allotment of land situate and being in the Town of *Glebe Town*, and described in the Second Schedule hereto, was granted to *Charles Peter Woods* and *Henry Hunter* in fee simple :

And whereas it is expedient that the Trustees for the time being of the *Roman Catholic Church* in *Tasmania* should be empowered to lease the last-mentioned allotment of land :

And whereas by Letters Patent dated the Third day of *June*, One thousand eight hundred and ninety-one, and registered Vol. LXI., folio 100, under the hand of His Excellency *Sir Robert George Crookshank Hamilton* and the Seal of the Colony of *Tasmania*, all that allotment of land situate and being in the Town of *West Devonport* in the said Colony, and described in the Third Schedule hereto, was granted in fee simple to *Charles Peter Woods* and *Daniel Francis Xavier Beechinor*, the Trustees for the time being of the property of the *Roman Catholic Church* in *Tasmania* :

And whereas by Letters Patent dated the Fifteenth day of *July*, One thousand eight hundred and ninety-one, and registered Vol. LXI., folio 172, under the hand of His Excellency *Sir Robert George Crookshank Hamilton* and the Seal of the Colony of *Tasmania*, all that allotment of land situate and being in the Town of *West Devonport* aforesaid, and described in the Fourth Schedule hereto, was granted in fee simple to the said *Charles Peter Woods* and *Daniel Francis Xavier Beechinor* :

And whereas all that allotment of land situate and being in the Town of *East Devonport*, and described in the Fifth Schedule hereto, was reserved for the purposes of the *Roman Catholic Church* in *Tasmania*, but no grant has yet been issued for the same :

And whereas it is expedient that *Charles Peter Woods* and *Daniel Francis Xavier Beechinor*, or other the Trustees or Trustee for the time being of the property of the *Roman Catholic Church* in *Tasmania*, should be empowered to sell or otherwise dispose of Three acres and one perch and one-half of a perch, portion of the lastly hereinbefore recited Three allotments of land, and should apply the proceeds derived therefrom in the manner hereinafter appearing :

Be it therefore enacted by His Excellency the Governor of *Tasmania*, by and with the advice and consent of the Legislative Council and House of Assembly, in Parliament assembled, as follows :—

Interpretation.
27 Viet. No. 6.

1 In this Act the word "Trustees" shall mean the Trustees for the time being of the property of the *Roman Catholic Church* in *Tasmania* appointed under the provisions of "The Church of *Rome* Trustee Act."

Power of
Trustees to sell
land.

2 It shall be lawful for the Trustees to sell the said land described in the First Schedule hereto, and to apply the proceeds arising therefrom in the purchase of land in the vicinity of the land in *Oatlands* aforesaid whereon are now erected a *Roman Catholic Church* and *Presbytery*.

Power of
Trustees to lease
land.

3 It shall be lawful for the Trustees to lease or demise all or any portion of the allotment of land and premises described in the Second Schedule hereto, for any term of years not exceeding Twenty-one years, or for a building or improving lease not exceeding Ninety-nine years, and upon such terms and conditions in all respects as the said Trustees shall think fit.

Roman Catholic Glebes.

4 It shall be lawful for the Trustees to sell, lease, exchange, mortgage, or otherwise dispose of any portion or portions, not exceeding in the aggregate One acre one rood and thirty-two perches and one-half of a perch, of the land described in the Third and Fourth Schedules hereto, and One acre two roods and nine perches of the land described in the Fifth Schedule hereto, upon such terms and in such manner as they shall think fit, and to enter into and execute all deeds, leases, mortgages, covenants, documents, and writings necessary for carrying into legal effect any sale, lease, exchange, mortgage, or other disposition of such land or any portion thereof.

A.D. 1891.

Power of Trustees
to sell land at
Devonport.

5 The said Trustees shall apply the moneys arising from any sale of the land mentioned in the immediately preceding Section, or any portion thereof, in the erection of a Church, School, and Minister's Residence, or in the erection of a Church, or School, or Minister's Residence, upon any of the land in *West Devonport* which shall remain unsold; and any portion of the purchase money of such land which may remain after the erection of all or any of the buildings aforesaid shall be applied to such purposes and in such manner as the *Roman Catholic Archbishop of Hobart* for the time being may, by instrument under his hand and seal, direct.

Trustees to hold
money arising
from sale.

FIRST SCHEDULE.

TOWN OF OATLANDS.

ROMAN CATHOLIC GLEBE. 10 ACRES. SECTION Z 6.

Bounded on the south east by ten chains and twenty-one links north-easterly along High-street, commencing at the angle of that street with Whynyates-street, on the north east by nine chains and nineteen links north-westerly along Dudley-street, on the north west by ten chains south-westerly along land purchased by James Harcourt and George Salier to Whynyates-street aforesaid, and thence on the south west by ten chains and twenty links south-easterly along that street to the point of commencement.

SECOND SCHEDULE.

TOWN OF GLEBE TOWN.

10 ACRES.

Bounded on the south east by nine chains and ninety-eight links south-westerly in three bearings along land granted to William Tarleton, William Lovett, and William Cockburn Sharland, and along Park-street commencing at the north angle of that land, on the south west by nine chains and seventy links north-westerly also along Park-street, on the north west by ten chains and fifty-seven links north-easterly along the Queen's Domain, and thence on the north east by nine chains and seventy links south-easterly also along that Domain to the point of commencement.

THIRD SCHEDULE.

All those 4 acres and 5 perches of land situate and being in the Town of *West Devonport* aforesaid, and bounded as follows (that is to say), on the west by 5 chains and 38 links northerly along Lot 1 purchased by Bernard Shaw commencing at the south-east angle of that Lot on Steele street, on the north-west by 7 chains and 5 links north-easterly along Crown land, on the east by 6 chains and 25 links southerly along land reserved for school purposes to Steele-street aforesaid, and thence on the south by 6 chains and 91 links westerly along that street to the point of commencement.

Roman Catholic Glebes.

A.D. 1891.

FOURTH SCHEDULE.

All that allotment or piece of land situate and being in the Town of West Devonport aforesaid, containing 1 rood 27 perches and one half of a perch, or thereabouts, and bounded as follows (that is to say), on the east by 82 links southerly along land reserved for school purposes commencing at the north-west angle thereof on Stewart-street, on the south east by 7 chains and 5 links south-westerly along the land described in the First Schedule, on the west by 39 links northerly along land purchased by John Hair McCall to Stewart-street aforesaid, and thence on the north west by 7 chains and 14 links north-easterly along that street to the point of commencement.

FIFTH SCHEDULE.

All that allotment or piece of land situate and being in the Town of East Devonport aforesaid, containing 4 acres 2 roods and 9 perches, or thereabouts, and bounded on the south by 665 feet easterly along Drew-street commencing at the angle of that street with Wright-street, on the east by 298 feet and 4 inches northerly along Tarleton-street, on the north by 665 feet westerly along Lots 6 and 7 purchased by Stephen Kelcey, Lots 5, 4, and 3 purchased by Charles John Martin, and Lots 2 and 1 purchased by Patrick Boyd to Wright-street aforesaid, and thence on the west by 298 feet and 4 inches southerly along that street to the point of commencement.