

(No. 88.)



1876.

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T A S M A N I A.

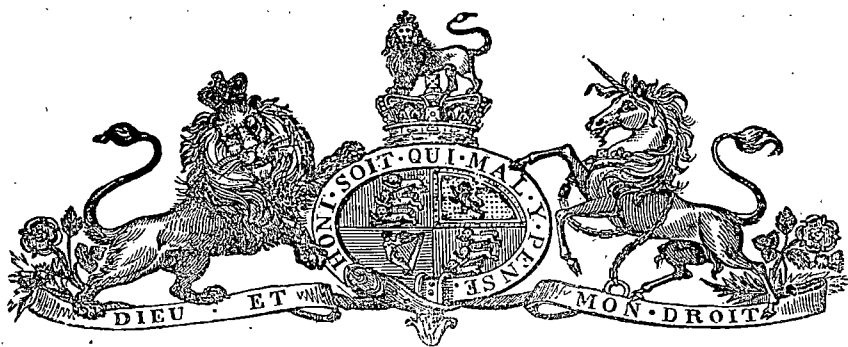
H O U S E O F A S S E M B L Y.

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M R . H E N R Y ' S L E A S E .

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Laid upon the Table by the Colonial Secretary, and ordered by the House to be printed, October 12, 1876.



**This Indenture** made the second day of October one thousand eight hundred and seventy-six BETWEEN HIS EXCELLENCY FREDERICK ALOYSIUS WELD Esquire (being and as Governor of Tasmania) by and with the advice of the Executive Council of the one part and SAMUEL HENRY of Deloraine in Tasmania Esquire of the other part **Whereas** upon the application of the said Samuel Henry lately made to the Governor in Council the Governor in Council has consented to grant to the said Samuel Henry such lease as is hereinafter firstly expressed and contained (the same being made under the provisions of the Fifty-first Section of "The Waste Lands Act" 34 Victoria Number 10) **And Whereas** upon a like application the Governor in Council has also consented to grant to the said Samuel Henry such Lease as is hereinafter secondly expressed and contained (the same being made under the provisions of the Fifty-second Section of "The Waste Lands Act" aforesaid) **And Whereas** the said Samuel Henry has lately caused a plan or diagram to be prepared wherein the mill-race or water-course and the piece of land which are respectively hereinafter referred to are shown and the said plan or diagram has been deposited and is intended to be kept in the Office of the Commissioner of Crown Lands at Hobart Town in Tasmania **Now this Indenture Witnesseth** that in consideration of the rent of one peppercorn hereinafter reserved and the covenants and conditions hereinafter contained by and on the part of the said Samuel Henry his executors administrators or assigns to be paid observed and performed His Excellency the said Governor (who is hereinafter called the Lessor) by and with the advice of the Executive Council as aforesaid **DOTH** hereby demise and lease unto the said Samuel Henry his executors administrators and assigns **FIRSTLY** **All that** the right of constructing and maintaining along the Esplanade on the Meander River at Deloraine aforesaid (the said Esplanade being land reserved by the Crown for the use of the public) a mill-race or water-course not exceeding thirty-three feet in width for the purpose of carrying water to and from the mill and manufactory about to be erected by the said Samuel Henry at Deloraine aforesaid as hereinafter mentioned (as the said mill-race or water-course is shown on the plan or diagram hereinbefore referred to) **AND** also the right of constructing upon such Esplanade or Reserve or in the bed of the Meander River aforesaid all such works as may be necessary for regulating the flow of water through such mill-race or water-course **AND** also the right of entering upon such Esplanade or Reserve and every part thereof from time to time for the purpose of repairing and maintaining such mill-race or water-course as aforesaid **To have and To hold** the said several rights hereby demised unto the said Samuel Henry his executors administrators and assigns (each and all of whom is and are hereinafter called and designated as the Lessee) for the full term of Fifty years from the date of these presents **YIELDING and PAYING** therefor during the said term unto the Lessor or to the Governor of Tasmania for the time being the annual rent of one peppercorn if and when demanded **And this Indenture further Witnesseth** that in consideration of the rent of Five pounds hereinafter reserved and the said covenants and conditions hereinafter contained and by and on the part of the said Samuel Henry his executors administrators or assigns to be paid observed and performed The Lessor by and with the advice of the Executive Council as aforesaid **DOTH** hereby demise and lease unto the Lessee his executors administrators and assigns **SECONDLY** **All that** piece or parcel of land containing three roods and twenty-four perches situate in the Town of Deloraine aforesaid and bounded on the north east by two chains and sixty-two links south-easterly along West Parade commencing at a point distant two chains and thirteen links south-easterly from the angle thereof with Barrack street and extending to the Meander River on the south east by four chains or thereabouts south-westerly along that river on the south west by one chain and ninety-five links north-westerly along West Parade aforesaid and thence on the north west by four chains north-easterly along the proposed Mersey and Deloraine Railway to the point of commencement or howsoever otherwise the said piece or parcel of land is or may be bounded distinguished or described **TOGETHER** with all privileges easements and appurtenances to the said piece or parcel of land belonging or appertaining for the purpose of erecting on the said piece or parcel of land a mill and manufactory **To have and To hold** the said piece or parcel of land and all other the premises hereby demised with the appurtenances unto the said Samuel Henry his executors administrators and assigns for the full term of Thirty years to be computed from the date of these presents **YIELDING and PAYING** therefor during the said term unto the Lessor or to the Governor of Tasmania for the time being the yearly rent of Five pounds to be paid annually in advance (the first of such annual payments to be made at or before the execution of these presents) **AND** the Lessee doth hereby covenant with the Lessor and also with every Governor of Tasmania for the time being during this demise that the Lessee will at the expiration or other sooner determination of the said term of Fifty years hereinbefore mentioned peaceably and quietly relinquish all and every the several rights hereby firstly demised and will at the expiration or other sooner determination of the said term of Thirty years peaceably and quietly yield up possession of the piece of land hereby secondly demised **AND** also that the Lessee will at his own expense construct erect and keep in good and substantial repair and fit for traffic for carts carriages horses and foot passengers all such bridges and culverts as shall be necessary for preserving and maintaining the rights of the public to the use of the said Esplanade or Reserve for all purposes of traffic and transit over and across the

Stamped in my presence this third day of October, 1876.

[Stamps, 10s.]

G. PATTEN ADAMS,  
Collector of Stamp Duties.

same AND also shall and will at his own expense at the request of the Minister of Lands and Works in Tasmania for the time being repair and make good all damages (if any) which may be caused by the Lessee at any time during this demise to any road or roads by the construction of the said mill-race or water-course or any of the works in connection therewith AND the Lessee also hereby covenants with the Lessor and with every Governor of Tasmania for the time being that he will not without the consent of the Lessor in writing being first obtained transfer or underlet any of the demises hereby made or any part or parts thereof PROVIDED ALWAYS and it is hereby declared that if the Lessee shall so transfer or underlet any of the premises hereinbefore demised to him without such consent of the Lessor as aforesaid or if the Lessee shall not within two years from the date hereof complete the said mill-race or water-course or the said mill or manufactory as the same are proposed to be constructed by him along the said Esplanade and on the land hereby demised respectively and (so far as relates to the said water-course or mill-race) in accordance with the plan or diagram hereinbefore referred to or if the Lessee shall fail to comply in all respects with the several covenants and conditions hereinbefore contained and expressed on the part of the Lessee to be observed and performed then and in every such case the demise hereby made shall thereupon and thenceforth be absolutely void and the Lessor and his agent or any person having lawful authority in that behalf shall be at liberty to re-enter upon every part of the said Esplanade and dispossess the Lessee of such mill-race or water-course as the Lessee under the powers hereby conferred upon him shall have erected thereon or on any part thereof and of such mill and manufactory as the Lessee shall have erected on the said land or any part thereof and of all works erected by the Lessee under the powers conferred on him by these presents AND the Lessor hereby covenants with the Lessee that the Lessee paying the said several rents hereinbefore reserved and performing and observing all the covenants conditions provisoes and agreements herein contained and strictly conforming to the provisions in this behalf contained in "The Waste Lands Act" aforesaid the Lessee shall and may at all times during the said two terms of Fifty years and Thirty years respectively peaceably and quietly hold enjoy and exercise the several rights hereinbefore demised and peaceably and quietly hold the said piece of land without any interruption by or on behalf of the Lessor or any person or persons lawfully or equitably claiming from under or in trust for him PROVIDED LASTLY and it is hereby declared by and between the several parties hereto that nothing herein contained is intended or shall be construed to give any authority to the Lessee to infringe the rights of any private person or persons or the rights of any public body or bodies **In Witness** whereof the said parties to these presents have hereunto set their hands and seals the day and year first hereinbefore written.

FRED. A. WELD (Seal)  
SAMUEL HENRY (Seal)

Signed sealed and delivered by the above-named  
Samuel Henry in the presence of

JNO. T. MORRIS, *Solr.*, Hobart Town.