



# NEW SOUTH WALES GOVERNMENT GAZETTE.

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ANNO OCTAVO  
GULIELMI QUARTI REGIS.  
No. 5.

By His Excellency Lieutenant-General Sir Richard Bourke, Knight Commander of the Most Honorable Military Order of the Bath, Captain-General and Governor-in-Chief of the Territory of New South Wales and its Dependencies, and Vice Admiral of the same, with the advice of the Legislative Council.

*"An Act to Regulate the Temporal Affairs of Churches and Chapels of the United Church of England and Ireland, in New South Wales."*

**W**HEREAS by an Act of the Governor of New South Wales with the advice of the Legislative Council thereof, passed in the Seventh Year of the Reign of His Present Majesty King William the Fourth, intituled "*An Act to Promote the Building of Churches and Chapels, and to provide for the Maintenance of Ministers of Religion in New South Wales,*" it is, amongst other things provided that, before any Sum of Money shall be issued from the Colonial Treasury towards the Building of any Church or Chapel, and Minister's Dwelling, Trustees, not less three, nor more than five in number, shall be nominated by the Persons contributing towards the Building of the same, for the approval of the Governor and Executive Council, and that the real estate in the site of such Church, Chapel, or Minister's Dwelling, and of any Lands or Hereditaments thereunto belonging, shall be conveyed to the said Trustees, when approved, and to the Heirs of the Survivor of such Trustees, upon Trust, for the Erection, Maintenance, and Repair of the said Church or Chapel, or Minister's Dwelling, and for the Provision out of the Revenues belonging to, or arising from the use of the said Church or Chapel

in such manner as shall be lawfully appointed, of all things necessary for the celebration of Divine Worship therein: And whereas, by the same Act, the said Governor with the advice of the Executive Council, was empowered within Six Months after the passing thereof, to nominate not less than three nor more than five of the Pewholders of any Church or Chapel already built and repaired at the Public Expense, and for Ministers whereof stipends were issued from the Colonial Treasury, to be Trustees of such Church or Chapel, and Minister's Dwelling, and to whom the real estate thereof should be conveyed in manner and upon trust, as aforesaid; And whereas with regard to Churches, Chapels, and Ministers' Dwellings of the United Church of England and Ireland, it is expedient to make further provision for regulating the manner in which Persons building, or contributing towards the building of a Church, Chapel, or Minister's Dwelling, shall proceed to the nomination of such Trustees as aforesaid, and for providing a succession of properly qualified Trustees, upon such vacancies arising as herein-after mentioned; and also for lawfully appointing, and more particularly directing, in what manner pursuant to the said Act, the Revenues to arise under the several Trusts, shall be applied, and generally for regulating the affairs of Churches and Chapels and the Dwellings of Ministers of the United Church of England and Ireland, within the said Colony: Be it therefore enacted by His Excellency the Governor of New South Wales, with the advice of the Legislative Council thereof, that whenever any Person or Persons shall at his, her, or their own cost and expense, erect or provide a Church or Chapel, which shall be approved by the Bishop of the Diocese for the celebration of Public Worship, according to the use of the United Church of England and Ireland, or any Minister's Dwelling, Burial Ground, or Glebe Land, or whenever any number of Per-

sons shall by subscription contribute any sum not less than Three Hundred Pounds for, or towards, erecting or providing a Church or Chapel, and Minister's Dwelling, or Burial Ground, or Glebe Land as aforesaid, it shall and may be lawful for the Person or Persons so erecting or providing the same at his, her, or their own cost, to nominate as Trustees of such Church or Chapel, any number of Persons not less than three nor more than five; and for the Subscribers towards erecting or providing such Church or Chapel, and Minister's Dwelling, Burial Ground, or Glebe Land, as aforesaid, to elect by plurality of Votes from among themselves, any number of Trustees within the limits aforesaid (subject to the approval of the Governor and Executive Council under the Provisions of the said recited Act, in all cases as within the intent and meaning of such Act), and such Election shall take place at a Meeting of the Subscribers, of the time and place of holding which, fourteen days previous notice shall have been duly given, and every Person having subscribed and paid One Pound towards the erection of any such Church or Chapel of the United Church of England and Ireland, and being also a Member of the said Church, shall be entitled to Vote at all Elections of Trustees for the same, until such Church or Chapel shall have been completed.

*(Trustees to be Members of the said Church, not publicly impugning any of its Doctrines.)*

II. And be it enacted, that every Person so to be nominated or elected a Trustee of any Church or Chapel of the United Church of England and Ireland, shall be a Member of the said Church, frequenting its Public Services, and not known to impugn publicly any of its Doctrines, and the Names of all Trustees so nominated or elected as aforesaid, shall be registered in a Book to be kept for this purpose by the Registrar of the Bishop of the Diocese.

*(Trustee disqualified by absence or otherwise, to be removed.)*

III. And be it enacted, that any such Trustee as aforesaid who shall leave the Colony and shall be absent therefrom more than Six Months in succession, or whose ordinary residence shall be more than twenty miles distant from the Church or Chapel of which he is a Trustee, or who shall be a confirmed Lunatic, or shall be, or shall become disqualified as hereinbefore mentioned, shall, and may be removed from his office by a General Meeting of Trustees assembled after fourteen days' previous notice given by the remaining Trustees of such Church or Chapel, or the greater number of them.

*(Mode of Electing a new Trustee at Meeting convened by old Trustees.)*

IV. And be it enacted, that whenever and as often as any Trustee nominated or elected as aforesaid, under the provisions of this Act, shall Die, or Resign his Office with the consent of his Co-Trustees, or shall be removed as aforesaid, the surviving or continuing Trustees, shall forthwith call a

Meeting of the Subscribers, if the Church or Chapel shall not have been then completed and consecrated, or of the Pewholders and Renters of Sittings therein, after that period (as the case may require), for the purpose of electing a New Trustee in the place of the one so dying, or desiring to resign, or removed as aforesaid: And the election of such New Trustee shall at all times before the completion and consecration of such Church or Chapel, be made by the Subscribers thereto, and shall at all times, after the completion and consecration thereof, be made by the Pewholders and Renters of Sittings, and the same Notice shall be given of the time and place of the said Meeting; and the same proceedings shall be observed in all other respects as to the Election of such Trustee as upon the original nomination or election of Trustees: Provided however, that no Trustee shall be permitted to resign his Office until he shall duly have accounted to the satisfaction of his Co-Trustees, for all sums of money at any time received by him in his said trust.

*(In Default of Trustees, Subscribers or Pewholders to convene Meeting for Election; in their Default, Bishop to appoint New Trustees.)*

V. And be it enacted, that if the surviving or continuing Trustees of any Church or Chapel of the United Church of England and Ireland, shall not within one Month after the death, resignation, or removal of any Trustee, give Public Notice of a Meeting of Subscribers, or Pewholders and Renters of Sittings, as the case may be, for the election of a New Trustee, it shall and may be lawful for any Six of the Subscribers or Pewholders, and Renters of Sittings, upon giving fourteen days public notice to assemble a Meeting, as the case may be, of the Subscribers or Pewholders and Renters of Sittings, being Members of the said United Church, and to proceed to the Election of a New Trustee; and if no such Meeting be held, nor Election proceeded with, within two months after the death, resignation, or removal of any Trustee as aforesaid, it shall and may be lawful for the Bishop of the Diocese, by writing under his Episcopal Seal, to nominate from among the Subscribers or Pewholders, a fit and proper Person to become a Trustee of such Church or Chapel as aforesaid.

*(Freehold to be Conveyed to Trustees.)*

VI. And be it enacted, that the New Trustee to be nominated as aforesaid, pursuant to this Act, shall become jointly with the continuing or surviving Trustees or Trustee, a Trustee of the site of the Church or Chapel, or of the Minister's Dwelling, Burial Ground, or Glebe Land, in respect whereof he shall be so nominated, and that all such Deeds and Assurances shall be made and executed as shall be necessary legally to effectuate and complete his appointment as such New Trustee.

*(Trustees to set apart Free Seats and Clergyman's Pew, and fix Pew-rents for remainder.)*

VII. And be it further enacted, that it shall and may be lawful for such Trustees so nomi-

nated, elected, or appointed, in respect of any Church or Chapel as aforesaid, or for the major part of them, and they are hereby authorised and required to set apart one-sixth part of the whole number of Sittings contained in the same to be appropriated free of any charge whatsoever to the use and accommodation of Persons choosing to occupy the same during the time of the celebration of Public Worship, or of any Rite or Ordinance pertaining thereto, and also one Pew containing not more than six Sittings, nor less than four, for the use and occupation, free from all charges, of the family or household of the Clergyman licensed to officiate in such Church or Chapel; and it shall and may be lawful for such Trustees, or the major part of them, and they are hereby authorised and required to assess and fix equitably the Annual Rent or Rate for each Pew or Sitting in every such Church or Chapel, with the exception of such Pews and Sittings as are hereinbefore declared to be free from charge, and to make agreements and contracts with any Persons desirous to hire or engage the same according to such Assessed Rent or Rate: Provided that nothing herein contained, shall prevent any Person having erected or provided a Church or Chapel, or Burial Ground, in manner herein-before mentioned, at his or her own cost and expense, from retaining for the use of himself or herself, and his or her Heirs, one Pew in such Church or Chapel free from Rent, or from reserving any sufficient portion of such Ground at his or her disposal as a place of Burial forever.

*(Subscribers to have prior choice of Pews.)*

VIII. And be it enacted, that all Contributors and Subscribers in money or value, of not less than the sum of Five Pounds, towards the building of any such Church or Chapel, being Members of the said United Church of England and Ireland, shall have a right to become each the renter of a pew in preference to any other Person who shall not have contributed thereto; and such Contributors and Subscribers shall amongst themselves have priority in the choice of pews, as to situation, size, and seats, not exceeding six, according to the amount of their contributions, the greater Contributor or Subscriber to have the prior choice, and the choice of equal Contributors or Subscribers to be determined, if need be, by lot.

*(Election of Churchwardens.)*

IX. And be it enacted, that at any time after the passing of this Act, prior to Easter Tuesday next ensuing, and upon Easter Tuesday in every year, the Trustees of every such Church or Chapel as aforesaid, shall meet in the Vestry, or in some other convenient place, and shall elect one of their number to act as Churchwarden until the Easter Tuesday next ensuing, and at the same time and place the Pewholders and Renters of sittings in such Church or Chapel, qualified as is hereinafter required, shall Elect one of the said Pewholders to act as Churchwarden for the same period, and the Clergyman licensed to officiate in the said Church or Chapel, shall at the same time and place nominate one other of the said Pew-

holders to act as Churchwarden also for the same period; and the said three Persons so Elected and nominated shall jointly execute the Office of Churchwarden, with the powers by this Act hereinafter declared, and according to the true meaning and intent thereof; and in case any one of the Churchwardens shall die, or resign, or become disqualified during the year for which he shall have been Elected or Nominated, it shall and may be lawful for the Trustees or the Pewholders and Renters of Sittings, or the officiating Clergyman respectively, as the case may be, to Elect or Nominate in manner aforesaid, one other Churchwarden to serve until the Easter Tuesday which shall be next ensuing.

*(In default of Election, Bishop to Nominate Churchwardens)*

X. And be it enacted, that in case any of the aforesaid Parties shall fail to make an Election or Nomination of a Churchwarden on the day appointed, it shall and may be lawful for the Bishop of Australia, having notice thereof, to appoint a Trustee, or Pewholder, as the case may be, to serve as Churchwarden; and if any dispute shall arise touching the Election of any Churchwarden, the said Bishop shall make enquiry thereinto, by himself, or his Commissaries, and shall make such order touching the same, as to him shall appear expedient.

*(Powers of Churchwardens.)*

XI. And be it enacted, that it shall and may be lawful for the Churchwardens, who shall be so Elected or Nominated, or for any two of them, to collect and gather all and every Sum or Sums of Money which may be due and payable for Pews or Sittings in such Church or Chapel, for which they have been so Elected or Nominated, according to the rate or Rent assessed and fixed for the same by the Trustees as aforesaid; and any Subscriptions and Donations which may be receiveable on account of any such Church or Chapel, Minister's Dwelling, Burial Ground, or Glebe Land, and to apply for the said Sum or Sums, and to sue for the recovery of the same, from all Persons who shall fail or refuse to pay the same according to the terms of their engagement; and such Churchwardens out of such Monies so received or recovered, so far as the same will extend, shall regularly pay the Salaries allotted to all Lay Persons holding any Office in or about the Church or Chapel, according to certain Rates and at certain periods which shall be determined upon by the majority of Renters of Pews or Sittings in Vestry assembled; and shall expend any Sums which may remain after payment of such Salaries as aforesaid, in repairing, or keeping in substantial repair, any part of the said Church or Chapel, or of the Walls, Roof, Doors, Windows, or other parts of the same; or of any Steeple, Belfry, Chancel, or Vestry-room thereunto belonging; or of the Bells, Clock, Font Tables, Rails, Pews, Seats, Galleries, Organ, or Organ-loft; or any Books or Vestments used in the celebration of Public Worship, together with the Fences and Walls enclosing the Church-yard or Burial Ground of such Church or Chapel, or the Gates of the

same, or any Drains or Walks therein, and also to repair, or keep in repair, the Mansion House and Premises occupied by the Clergyman licensed as aforesaid to officiate in the Church or Chapel from which such Sum or Sums of Money are derived, together with the Outbuildings thereto attached, and the Fences, Walls, Drains, or Gates, belonging to any portion of Land being in the occupation of such Clergyman as aforesaid, in virtue of his being licensed to officiate in such Church or Chapel; and also to provide all things which may be necessary for the due and orderly celebration of Public Worship, and the administration of the Sacraments in such Church or Chapel as aforesaid, according to the directions contained in the Rubrics of the Book of Common Prayer, and in the Constitutions and Canons Ecclesiastical relating to Divine Service, and the administration of the Sacraments, agreed upon with the King's Majesty's License in the Synod begun in London, in the year One thousand six hundred and three.

XII. And be it enacted, that at every Vestry Meeting, to be holden on Easter Tuesday in each year, for the Election and Nomination of Churchwardens, the Churchwardens of the year preceding, or some one of them, shall produce and exhibit a Book (to be paid for from the produce of the Pew Rents), wherein shall be contained a fair and correct entry, and account of all Monies received and expended by them during the year preceding, under and in accordance with the provisions of this Act, and shall certify the said account by subscribing their names thereto; and the said Book, together with such surplus or balance as shall be proved by it to be remaining in the hands of the outgoing Churchwardens, shall be by them, or by some one of them, delivered over to the Churchwardens, or one of them, who shall be Nominated and Elected for the ensuing year.

*(Persons qualified to Vote at Elections of Trustees or Churchwardens.)*

XIII. And be it enacted, that every Person who shall have entered into agreement with the Trustees or Churchwardens of any Church or Chapel as aforesaid, to engage any Pew or Sitting therein, and shall have paid the rent due upon the same up to the last Quarter day, and every Person having been for the space of one year and upwards, a contributor of not less than one pound annually towards the maintenance of any such Church or Chapel, and being a Member of the United Church of England and Ireland as aforesaid, shall be entitled to give at every Vestry Meeting of Pewholders, and at the Election of any Trustee or Trustees, Churchwarden or Churchwardens, under this Act, one Vote in proportion to every single Sitting, for which he shall so have made agreement and paid Rent, or for every Pound so contributed: Provided always, that no Person shall, under any pretence, be allowed to possess or to give at any such Meeting or Election more than Six Votes in all, on account of any Pew, or Pews, engaged and paid for; or of any such Contribution towards the maintenance of such Church or Chapel.

*(Trustees to raise Pew Rents in certain cases after notice.)*

XIV. And be it enacted, that whenever any Rate or payment shall have been Assessed and fixed for the Pews and Sitings in any Church or Chapel, and it shall appear to the Churchwardens for the time-being, or to the major part of them, that the produce of such Rate or Rent will be insufficient to defray the several charges and costs necessary for effecting and providing all things required by this Act, it shall and may be lawful for such Churchwardens, or for any two of them, by ten days previous notice publicly given in such Church or Chapel, during the time of Public Worship, to call a general Vestry Meeting of the Trustees and Churchwardens of such Church or Chapel, for the purpose of taking into consideration the expediency of amending and increasing such Rate or Rent; and if it shall appear to the majority of Trustees and Churchwardens present at such Meeting, not being fewer in number than Three, that the Rate or Rent already established, will not be sufficient to provide for all such necessary Costs and Charges, it shall and may be lawful for the said majority of Trustees and Churchwardens to Assess and appoint such higher Rate of Rent to be charged for Pews or Sitings, as by them shall be deemed sufficient to meet such Costs and Charges, and to appoint and declare how long such higher Rate, shall continue to be charged and collected; and upon the Three Sundays next ensuing, upon which Public Worship shall be celebrated in such Church or Chapel, and during the time of such celebration such Trustees shall direct and cause notice to be given of the said intended increase of Rent to be charged upon Pews and Sitings; and at the expiration of Six Months from the last Publication of such Notice, the said increased Rent or charge shall and may be demanded and collected from all Persons continuing to occupy any Pew or Sitting in such Church or Chapel, or not giving Three Months previous notice to the Churchwardens of their intention to relinquish the same.

*(No Pewholders to be removed except in manner herein-mentioned.)*

XV. And be it further enacted, that any Person having engaged any Pew or Sitting, and continuing to pay Rent for the same, according to the Rate fixed for the same, or as it may be from time to time Assessed afresh as aforesaid, and also conducting himself or herself in such Church or Chapel, so as not wilfully, maliciously, or necessarily to disturb the performance of Public Worship, or to molest or annoy any part of the Congregation attending the same, shall not be under any pretence whatsoever, removed or ejected without his or her own consent from the occupation and free possession of such Pew or Sitting, at all times when the said Church or Chapel shall be open for the performance of Public Worship, the administration of any Sacrament, or other rite or ceremony, according to the use of the United Church of England and Ireland: Provided nevertheless, that if any Person having engaged

any Pew or Sitting in any Church or Chapel under agreement to pay for the same, according to the Rate or Rent Assessed thereupon, shall suffer such Rent to fall into arrear and to continue unpaid for Three Months after the same shall have been demanded by the Churchwardens, or by any Person empowered by them, or the major part of them, or if any Person having engaged as aforesaid, any such Pew or Sitting, shall refuse to pay for the same, such increased Rate of Rent as the Trustees, according to the provisions hereinbefore described, shall thereupon assess and affix, publicly notifying the same, as by this Act is described and required, or if any Person engaging and occupying any such Pew or Sitting, and continuing to pay the Rent assessed upon the same, shall by any unsuitable noise, gesture, or deportment, wilfully and irreverently interrupt the celebration of Public Worship, or shall designedly and habitually disturb, or annoy any part of the Congregation, within the said Church or Chapel, in all such cases it shall and may be lawful for the Churchwardens or any two of them to make a presentment thereof in writing to the Bishop of Australia, who shall thereupon issue his Monition to every such Defaulter or Offender: And in case such Defaulter or Offender shall not forthwith pay all such arrears, or shall not amend and desist from the practice so complained of, it shall be lawful for the said Bishop, within Fourteen days from the receipt by him of a repeated presentment in writing from the said Churchwardens, to issue a Warrant under his Seal declaring the Pew or Sitting occupied by the Party complained of to be vacant and at liberty to be disposed of to any other party desiring to engage the same under the provisions of this Act: Provided, nevertheless, that if within Fourteen days from the receipt of such repeated presentment, any Caveat in writing shall be delivered to the Registrar of the Diocese of Australia by the Party complained of, or by any other Person on his or her behalf, the said Bishop shall not proceed to issue such Warrant until he shall have enquired by his Registrar into the circumstances of the case, and shall be fully satisfied that there is a just and reasonable cause for the complaint laid in such presentment as aforesaid: Provided nevertheless, that if upon a representation addressed to the Bishop of the Diocese by the major part of the Pewholders and Renters of Sittings in any Church or Chapel as aforesaid in Vestry assembled after Fourteen days clear notice, setting forth the expediency of altering the arrangement of the Pews within the said Church or Chapel, for increasing the general accommodation, and without diminishing the due proportion of Free sittings therein, a faculty shall be issued under the Seal of the said Bishop authorising such alteration, it shall and may be lawful for the Churchwardens of such Church or Chapel to proceed with and complete the same, and for the Trustees of the said Church or Chapel, to make a fresh distribution of the Pews and Sittings, anything in this Act contained to the contrary notwithstanding.

No. 294. September 20, 1837.

XVI. Provided always and be it enacted, that notwithstanding anything contained in this Act or in the said recited Act of the Seventh year of the Reign of His said Majesty, it shall be lawful for any Person or Persons Erecting or providing a Church or Chapel of the United Church of England and Ireland as aforesaid, at his, her, or their own expense, or for the Subscribers jointly contributing any Sum not less than Three Hundred Pounds towards Erecting any such Church, Chapel, or Minister's Dwelling, to nominate the Bishop of Australia for the time being, and his Successors, to be the Sole Trustee and successive Trustees of such Church or Chapel and Minister's Dwelling, with any Burial Ground, or Glebe Land which may be thereunto respectively annexed, and upon such nomination being declared to the Governor and Executive Council, the Site of such Church, Chapel, and Minister's Dwelling, and such Burial Ground and Glebe Land, respectively, shall be conveyed to and vested in the said Bishop and his Successors upon the Trusts hereinbefore declared, except as hereinafter mentioned, and such Sum or Sums of Money shall be issued to him from the Colonial Treasury towards the Building of any Church or Chapel or Minister's Dwelling of the said United Church, as it may be lawful to issue to Trustees under the provisions of the said recited Act passed in the Seventh year of his present Majesty.

XVII. Provided also, and be it further enacted, That it shall be lawful for the Pewholders who shall be present at the Vestry or other Meeting to be held in respect of any Church or Chapel already built on the Easter Tuesday, which shall be in the Year One Thousand Eight Hundred and Thirty-eight in conformity to this Act, to nominate if they shall see fit by a plurality of Votes, (to be estimated as hereinbefore provided), the Bishop of Australia and his Successors to be the Sole Trustee and successive Trustees of such Church or Chapel in the place and stead of any other Trustees who may have been already nominated in respect thereof, by virtue of the said recited Act of the Seventh Year of the Reign of His present Majesty, or otherwise howsoever; and the Site of such Church or Chapel, and of any Minister's Dwelling together with any Glebe or Burial Ground thereto respectively belonging, shall in such case be as soon as convenient conveyed to and vested in the said Bishop and his Successors upon the same Trusts; except as hereinafter provided.

XVIII. Provided always and be it enacted, That whenever the Bishop of Australia for the time being shall be sole Trustee of any Church or Chapel as aforesaid, it shall be lawful for the Pewholders and Renters of Sittings in the said Church or Chapel to nominate at each Annual Meeting to be held on Easter Tuesday pursuant to this Act, One of the said Pewholders as aforesaid, and One other in lieu of the Trustee to be named by his Co-Trustees as hereinbefore provided, to execute the Office of Churchwarden jointly with the Person to be nominated by the Officiating Clergyman, with-

out prejudice nevertheless to the power hereinbefore reserved to the said Bishop of naming one or more other Churchwardens in default of such being otherwise appointed; and provided further, that whenever the said Bishop shall be sole Trustee, the power of setting apart and Assessing the Rents of Pews, and of making Agreements for letting the same hereinbefore given to the Lay Trustees to be appointed under this Act, shall be vested in and exercised by the Churchwardens for the time being.

*(No Minister to officiate unless duly Licensed.)*

XIX. And be it enacted, that from and after the passing of this Act, no Person shall be, or shall be received as Chaplain or Minister, or permitted, suffered, or allowed to sing or say the common or open Prayer, or to minister the Sacraments, or to preach any Sermon in any Church or Chapel consecrated according to the use of the United Church of England and Ireland within this Colony and its Dependencies, unless he be first approved and thereunto licensed by the Archbishop of the Province, or the Bishop of the Diocese, or (in case the See be vacant) by the Guardian of the spiritualities under his Seal.

*(Minister's right to occupation of Dwelling-house and Glebe.)*

XX. And be it enacted, that it shall and may be lawful for the Clergyman in Holy Orders of the United Church of England and Ireland, who shall be duly licensed by the Bishop to officiate in any Church or Chapel under this Act, so long as he shall be so licensed, to have free access and admission to and in such Church or Chapel, and the Burial Ground belonging thereto, and every part thereof respectively, at all times as he shall think fit, and freely to exercise his spiritual functions therein respectively, without any hindrance or disturbance of the Trustees of the same, or any Person whatever; and such officiating Minister shall and may, during such times as aforesaid, freely use, have, possess, and enjoy the Minister's Dwelling-house, Garden, Appurtenances and Glebe, belonging to such Church or Chapel, and receive, have, and take the Rents, Profits, and Issues, and every part thereof respectively: Provided always, that no such liberty of access and admission to such House of Residence as aforesaid, nor occupation of the same for any length of time whatsoever, shall be construed to confer any right of Property in the same upon the Clergyman, or other Parties, by whom such House of Residence, and the Appurtenances, may have been so occupied; nor any right or title to retain possession of the same after the license of such Clergyman shall have been withdrawn, cancelled, or revoked by the Bishop of the Diocese upon cause shewn; nor shall the same be pleaded in bar of any action of ejectment which may be brought by, or on behalf of the Trustees or Churchwardens of any Church or Chapel as aforesaid, for recovering possession of such House of Residence and the Appurtenances thereof.

*(When any Glebe shall be capable by improvement of producing more than £150 per year, Trustees may upon that Sum being secured to the officiating Minister, apply the residue in Building, and endowing other Churches.)*

XXI. And be it enacted, that whenever, and as often as it shall happen, that the Glebe Land belonging to any Church or Chapel under this Act, not being in possession or occupation of any Clergyman licensed to officiate in such Church or Chapel, or with the consent of the Clergyman being in such possession or occupation, may be improved by Building upon the same, or otherwise so as to admit a greater yearly Profit being derived therefrom than the Sum of One Hundred and Fifty Pounds, and security be given for payment to the Clergyman who shall next be licensed to officiate in such Church or Chapel, and also to the present officiating Clergyman, if any, so consenting as aforesaid, of the said Sum of One Hundred and Fifty Pounds annually; it shall and may be lawful for the Trustees of such Church or Chapel, with the further consent in writing of the Bishop of the Diocese, to enter into and upon the said Glebe Land, and to let the same upon Leases for any term not exceeding twenty-eight years, reserving the Rents, Issues, and Profits thereof to the said Trustees for the time being, who shall and may receive and apply the said Rents, Issues, and Profits upon trust, in the first place to pay to the officiating Minister of the said Church or Chapel, the full Sum of One Hundred and Fifty Pounds yearly, as, and for an allowance for the said Glebe; and in the next place, with the consent of the Bishop, to apply the same, or any part thereof, in or towards Building or enlarging the Church or Chapel of the Parish or place to which such Glebe Land is annexed, or a Residence for the Clergyman of the same, if it be necessary; and afterwards in or towards Building or enlarging a Church or Chapel of the United Church of England and Ireland, in any other place in the same Township or District, and in the payment of a stipend of One Hundred Pounds yearly to the officiating Minister for the time being of the last-mentioned Church or Chapel, and as often as the Rents, Issues, and Profits of any such Glebe Land, so let by the Trustees, will admit thereof upon trust, with the consent of the Bishop in manner aforesaid, to apply the same in or towards the Building of other such Churches or Chapels, and Houses of Residence for Clergymen, and endowing the Officiating Ministers thereof respectively to the extent of One Hundred Pounds yearly as aforesaid: Provided, nevertheless, that in cases where the residence appropriated for the Clergyman licensed to officiate in any Church or Chapel, shall be situated upon the Glebe pertaining to the same, it shall and may be lawful for the Trustees of such Church or Chapel, and they are hereby required to reserve any portion of such Glebe, not exceeding one-fifth of the whole, which shall be approved by the Bishop to be appropriated to the Personal Use and Occupation of the said Clergyman, in addition to the

sum of One Hundred and Fifty Pounds per annum, to be secured to him as aforesaid from the Rents and Proceeds of such Glebe.

(Trustees' Accounts to be wound up and Audited on the Completion of the Building.)

XXII. And be it enacted, that as soon as any Church or Chapel as aforesaid, with a Minister's Dwelling, where the same may be required, shall be erected and completed, the Accounts of the Trustees shall thereupon be finally wound up and audited by not less than Three Auditors to be elected from among themselves by the Subscribers towards the Erection of such Church or Chapel, in manner hereinbefore provided for Election of Trustees, and laid before the Subscribers thereto, for their inspection and allowance; and being so allowed, shall be published in two or more of the Public Newspapers of the Colony.

(Monuments and Vaults, and Fees in Erecting or Making.)

XXIII. And be it enacted, that it shall and may be lawful for the Officiating Minister, duly licensed by the Bishop as aforesaid, and the Churchwardens for the time-being, of any Church or Chapel, under this Act, to permit any Monuments to be erected or placed in such parts as they may deem convenient of such Church or Chapel, or of the enclosed Ground about the same, or in the Burial Ground belonging thereto, or Vaults to be dug and made in the said Burial Ground, upon the Payment to the said Churchwardens for the use of the said Church or Chapel for such permission, by the Person or Person desiring to erect or place any Monument in the said Church, Chapel, or enclosed Ground about the same, or in the said Burial Ground, or to dig and make any Vault in the said Burial Ground, of such Charges as are contained and set forth in the Schedule to this Act, over and above the Fees which may be legally demanded for such Burial.

(Rights of the Owners of any Monument or Vault.)

XXIV. And be it enacted, that it shall and may be lawful for any Person or Persons erecting or placing any Monument in the said Church or Chapel, or enclosed Ground about the same, or digging or making any Vault in the said Burial Ground, by and with such permission as aforesaid, to have and maintain, and keep up such Monument or Vault, according to the terms of such permission, to and for the sole and separate use of the said Person or Persons, and his or their Heirs, for ever:

RICHARD BOURKE.

Passed the Legislative Council, this  
Sixth day of September, One  
Thousand eight hundred and  
Thirty-seven.

WILLIAM MACPHERSON,  
Clerk of the Council.

#### SCHEDULE TO WHICH THIS ACT REFERS.

Erecting a Tablet or Monument in any  
Church, not less than Five Pounds, nor more  
than Twenty Pounds.

Erecting a Monument in the ground adjoining any Church, not being the Burial Ground, any sum not less than Three Pounds, nor more than Ten Pounds.

Burial in a Brick or Stone Grave in the Burial Ground, One Pound.

Headstone or Footstone (each), Ten Shillings.

A Stone covering over such Grave, One Pound.

A Vault; for each Person it is capable of containing, One Pound Ten Shillings.

A raised Tomb over a Vault; for each Person it is capable of containing, One Pound Ten Shillings.

Colonial Secretary's Office,  
Sydney, 12th September, 1837.

#### DUNGOG.

**TENDERS** will be received at this Office, until Wednesday, the 4th October next, for the erection of a Barracks for Mounted Police at Dungog, to be endorsed—"Tenders for erection of Barracks at Dungog."

Particulars may be obtained on application to Lieutenant Lugard, R. E., Newcastle; or, at the Office of the Commanding Royal Engineer, Sydney.

By His Excellency's Command,

E. DEAS THOMSON.

Colonial Secretary's Office,  
Sydney, 12th September, 1837.

#### BRIDGES.

**TENDERS** will be received at this Office, until Twelve o'clock on Wednesday, the 4th October next, for the construction of a Brick Bridge over Duck Creek, on the Parramatta Road, and a Stone Bridge at Rushcutter's Creek.

Further information and particulars may be obtained on application at the Office of the Commanding Royal Engineer.

By His Excellency's Command,

E. DEAS THOMSON.

Colonial Secretary's Office,  
Sydney, 18th September, 1837.

#### SALE OF LAND.

At eleven o'clock of Wednesday, the eighth day of November next, the Colonial Treasurer will put up to AUCTION, within the George-street Market Building, Letter C, the undermentioned PORTIONS OF LAND, which have been previously advertised but not sold in consequence of non-measurement, on the conditions authorised by Government.

Further information respecting the land may be obtained from the Surveyor-General, and respecting the conditions from the Colonial Treasurer.

32. CAMDEN, 640, Six hundred and forty acres, parish of Bumberra, commencing at the south-east corner; and bounded on the east by a line bearing north 80 chains; on the north by a line bearing west 80 chains; on the west by a line bearing south 80 chains; and on the south by a line bearing east 80 chains, to the south-east corner aforesaid. Price 5s. per acre.

33. CAMDEN, 863, Eight hundred and sixty-three acres, parish of Bumberra, commencing at the south-west corner; and bounded on the west



by a line bearing north 114 chains ; on the north by a line bearing east 80 chains ; on the east by a line bearing south 98 chains, to the Shoalhaven River ; and on the south by that river, to the south-west corner aforesaid. Price 5s. per acre.

34. CAMDEN, 1082, One thousand and eighty-two acres, *parish of Bumberra*, commencing at the south-west corner on the Shoalhaven River ; and bounded on the west by a line bearing north 169 chains ; on the north by a line bearing east 80 chains ; on the east by a line bearing south 114 chains, to the Shoalhaven River ; and on the south by that river, to the south-west corner aforesaid. Price 5s. per acre.

35. CAMDEN, 640, Six hundred and forty acres, *parish of Bumberra*, commencing at the south-east corner of Richard Mutton's grant ; and bounded on the south by a line bearing east 80 chains ; on the east by a line bearing north 80 chains ; on the north by a line bearing west 80 chains, to R. Mutton's eastern boundary ; and on the west by Richard Mutton's grant to the south-east corner aforesaid, being a line bearing south 80 chains. Price 5s. per acre.

36. HUNTER, 741, Seven hundred and forty-one acres, parish unnamed, *at Capertee*, commencing at the north-west corner of a measured portion of 912 acres on Nummiella Creek ; and bounded on the north by a line east 60 chains ; on the east by a line south 150 chains, to the Capertee River ; and south-westerly by the Capertee River upwards to the confluence of Nummiella Creek with the same ; and north-westerly by that Creek upwards to the south-west corner of the measured portion of 912 acres aforesaid. Price 5s. per acre.

37. HUNTER, 640, Six hundred and forty acres, parish unnamed, *at Capertee*, commencing at the north-east corner of a measured portion of 741 acres ; and bounded on the north by a line east 80 chains ; on the east by a line south 80 chains, to a Village Reserve ; on the south by a line west 80 chains, dividing it from the aforesaid Village Reserve ; and on the west by a line north 80 chains, to the north-east corner of the measured portion of 741 acres aforesaid. Price 5s. per acre.

38. HUNTER, 912, Nine hundred and twelve acres, parish unnamed, *at Capertee*, commencing at the north-west corner of a measured portion of 741 acres ; and bounded on part of the west by Nummiella Creek ; on part of the north by a line bearing east 74 chains, being a portion of the south boundary of Rodd's 640 acres ; on the remainder of the west by a line north 29 chains 50 links to Nummiella Creek ; on the remainder of the north by Nummiella Creek ; on the east by a line bearing south 104 chains 50 links ; and on the south by a line bearing west 140 chains to Nummiella Creek, being the north-west corner of a measured portion of 741 acres aforesaid. Price 5s. per acre.

39. HUNTER, 907, Nine hundred and seven acres, parish unnamed, *at Capertee*, commencing at the north-east corner of J. Jamieson's 1000 acres ; and bounded on the south by a line bearing west 80 chains, dividing it from J. Jamieson's 1000 acres ; on the west by a line bearing north 140 chains to Nummiella Creek ; on part of the north by that Creek ; on part of the east by a line south 53 chains ; on the remainder of the north by a line east 45 chains ; and on the remainder of the east by a line south 91 chains 50 links, to the

north-east corner of J. Jamieson's 1000 acres aforesaid. Price 5s. per acre.

40. ROXBURGH, 796, Seven hundred and ninety-six acres, parish unnamed, *at Capertee*, commencing at a point opposite to the north-west corner of a measured portion of 907 acres on Nummiella Creek ; and bounded on the west by a line north 135 chains ; on the north by a line east 125 chains 50 links to Nummiella Creek ; on part of the east by that creek to the north boundary of Innes' land ; on part of the south by a line west 67 chains 5 links ; on the remainder of the east by a line south 87 chains to Nummiella Creek ; and on the remainder of the south by Nummiella Creek downwards to the point opposite to the north-west corner of a measured portion of 907 acres aforesaid. Price 5s. per acre.

41. ROXBURGH, 672, Six hundred and seventy-two acres, parish unnamed, *at Capertee*, commencing at the north-west corner of a measured portion of 796 acres ; and bounded on the south by a line bearing east 84 chains ; on the east by a line bearing north 80 chains ; on the north by a line bearing west 84 chains ; and on the west by a line bearing south 80 chains, to the north-west corner of a measured portion of 796 acres as aforesaid. Price 5s. per acre.

42. HUNTER, 640, Six hundred and forty acres, parish unnamed, *at Capertee*, commencing at the north-east corner of a measured portion of 919 acres ; and bounded on the north by a line east 80 chains ; on the east by a line south 80 chains ; and on the south by a line west 80 chains ; and on the west by a line north 80 chains, to the north-east corner of the measured portion of 919 acres aforesaid. Price 5s. per acre.

43. HUNTER, 919, Nine hundred and nineteen acres, parish unnamed, *at Capertee*, commencing at the north-west corner of a measured portion of 640 acres ; and bounded on part of the north by a line west 34 chains to Nummiella Creek ; westerly by that Creek downwards to the north boundary of James Innes land ; on part of the south by part of the north boundary of that land, being a line east 13 chains ; on part of the west by a line south 60 chains ; on part of the south by a line east 80 chains ; on the remainder of the west by a line south 56 chains ; on the remainder of the south by a line east 45 chains ; on part of the east by a line north 80 chains ; on the remainder of the north by a line west 80 chains ; and on the remainder of the east by a line north 80 chains to the north-west corner of a measured portion of 640 acres aforesaid. Price 5s. per acre.

44. NORTHUMBERLAND, 320, Three hundred and twenty acres, parish unnamed, *Brisbane Water* ; bounded on the east by a line commencing at a Banksia marked on four sides being the south-west corner of a measured portion of 134 acres bearing north 70 chains ; on the north by a line west 38 chains ; on the west by a line south 95 chains, to the sea ; and southerly by the sea to the Banksia marked on four sides aforesaid. Price 5s. per acre.

45. KING, 927, Nine hundred and twenty seven acres, parish unnamed, *on the Dirt Hole Flats* ; bounded on the north by a line bearing west seventy-two chains, commencing at the Narrawa River at the south-east corner of a measured portion of 782 acres ; on the west by a line bearing south eighty chains ; on the south by a line bearing



east one hundred and thirty five chains to the Narrawa River; and on the east by that River downwards to the south-east corner of the 782 acres aforesaid. Price 5s. per acre.

46. NORTHUMBERLAND, 80, Eighty acres, parish unnamed, *Wiseman's Ferry*; bounded on the west by a line commencing at a marked tree, close to the Toll-house, bearing north 30 chains; on the north by a line east 19 chains; on the east by a line south 59 chains, to the Hawkesbury River; and south-westerly by that river to the marked tree aforesaid. Price 5s. per acre.

47. ROXBURGH, 1086, One thousand and eighty-six acres, parish unnamed, *at the head of the Cudgegong River*, commencing at the Cudgegong river, at the north-west corner two miles east of 707 acres purchased by Edward Cox; and bounded on the west by a line south 130 chains; on the south by a line east 80 chains; on the east by a line north 99 chains to the Cudgegong river; and northerly by that river downwards to the north-west corner aforesaid. Price 5s. per acre.

48. CAMDEN, 320, Three hundred and twenty acres, parish unnamed, *Little Forest*; commencing at the Great South road, at the south-east corner of a measured portion of 320 acres; and bounded on the north by that and unlocated land, being a line west 91 chains; on the west by a line south 40 chains; on the south by a line east 71 chains to the Great South Road; and on the south-east by that road to the south-east corner of a measured portion of 320 acres as aforesaid. Price 5s. per acre.

49. CAMDEN, 320, Three hundred and twenty acres, parish unnamed, *Little Forest*, commencing at the Great South Road, at the south-west corner of S. Blackman's 320 acres; and bounded on the east by part of that land, being a line north 11 chains; on the north by a line west 87 chains; on the west by a line south 40 chains to a measured portion of 320 acres; on the south by that land being a line east 65 chains to the Great South Road; and on the south-east by that road being a line north 37 degrees east 36 chains to the south-west corner of Blackman's 320 acres as aforesaid. Price 5s. per acre.

50. CAMDEN, 640, Six hundred and forty acres, parish unnamed, *at Tallowa*, commencing at the north-east corner of Patrick Hill's 560 acres; and bounded on the west by that farm and unlocated land being a line south 80 chains; on the south by a line east 80 chains; on the east by a line north 80 chains; and on the north by a line west 80 chains to the north-east corner of Patrick Hill's 560 acres aforesaid. Price 5s. per acre.

51. NORTHUMBERLAND, 100, One hundred acres, parish unnamed *Cockle Bay, Broad Water, Brisbane Water*; bounded on the west by a line commencing at a stump marked on four sides being the south-west corner of J. B. Richards' 1000 acres partly dividing it from a measured portion bearing south 33 chains and 40 links; on the south by a line east 33 chains 30 links; on the east by a line north 33 chains 40 links; and on the north by a line dividing it from Richards' 1000 acres bearing west 33 chains 30 links to the stump at the south-west corner of Richards' 1000 acres aforesaid. Price 5s. per acre.

52. NORTHUMBERLAND, 50, Fifty acres, parish unnamed, *Cockle Bay, Broad Water, Brisbane* No. 291. September 20, 1837.

*Water*; bounded on the north by a line commencing at an oak tree marked on four sides being the south-west corner of D. Roberts' 50 acres dividing it from a measured portion of 300 acres bearing west 30 chains; on the west by a line south 17 chains; on the south by a line east 30 chains; and on the east by a line north 17 chains to the oak at the south-west corner of D. Roberts' 50 acres aforesaid. Price 5s. per acre.

53. NORTHUMBERLAND, 50, Fifty acres, parish unnamed, *Mangrove Creek*; bounded on the east by a line commencing at an apple tree marked on four sides bearing north 20 chains; on the north by a line west 25 chains; on the west by a line south 20 chains; and on the south by a line east 25 chains to the apple tree aforesaid. Price 5s. per acre.

54. NORTHUMBERLAND, 1165, Eleven hundred and sixty-five acres, parish of *Heddon*, at Fishery Creek, commencing at the western extreme of the north boundary line of a surveyed portion of 640 acres of land; and bounded on the south by a west line of 83 chains and 50 links to the east boundary line of Mrs. Ogilvie's grant; on the west by 131 chains of that boundary line bearing north and a continued north line of 15 chains; on the north by an east line of 83 chains and 50 links to M. Gillivray's west boundary line; and on the east by 66 chains of that boundary line bearing south to the north-east corner of Maffin's 50 acres grant, by the north, west, and south boundary lines of that grant, bearing west 20 chains, south 25 chains, and east 20 chains, and by the south line of 55 chains to the western extreme of the north boundary line of the aforesaid surveyed portion. Price 5s. per acre.

55. NORTHUMBERLAND, 640, Six hundred and forty acres, parish of *Heddon*, at Fishery Creek, commencing at the southern extreme of the west boundary line of a surveyed portion of 640 acres of land; and bounded on the east by that boundary line bearing north 80 chains; on the north by a west line of 80 chains; on the west by a south line of 80 chains; and on the south by an east line of 80 chains to the southern extreme of the west boundary line of the aforesaid surveyed portion of 640 acres of land. Price 5s. per acre.

56. KING, 935, Nine hundred and thirty-five acres, parish unnamed, *on Gundaroo Creek*, commencing at Gundaroo Creek, at the south-west corner of a measured portion of 740 acres; and bounded on the east by that land being a line north 124 chains; on the north by a line west 80 chains; on the west by a measured portion of 760 acres being a line south 101 chains to Gundaroo Creek; and on the south by that creek to the south-west corner of the 760 acres aforesaid. Price 5s. per acre.

57. MURRAY, 870, Eight hundred and seventy acres, parish unnamed, *near Gundaroo*, commencing at Gundaroo Creek, at the north-east corner of Francis Stephen's 1200 acres grant; and bounded on the east by that grant and a village reserve being a line south 181 chains; on the south by William Jackson's 320 acres being a line east 52 chains and 50 links; on the east by unlocated land and by a measured portion of 1140 acres being a line north 166 chains and 50 links to Gundaroo Creek; and on the north by that creek to the north-east corner of F. Stephen's 1200 acres grant aforesaid. Price 5s. per acre.

58. MURRAY, 640, Six hundred and forty acres, parish unnamed, near Gundaroo, commencing at the Yass River at the north-west corner of Dr. D. Macleod's 2000 acres additional grant; and bounded on the east by part of that grant being a line south 16 chains and 50 links; on the south by a line west 90 chains and 20 links; on the west by a line north 80 chains; on the north by a line east 66 chains to the Yass River; on the east by that river to the north-west corner of Dr. Macleod's grant of 2,000 acres aforesaid. Price 5s. per acre.

59. MURRAY, 640, Six hundred and forty acres, parish unnamed, at the head of the *Morum-bateman Creek*, commencing at the north-east corner one mile west and two miles south of the south-west corner of J. R. Styles' purchase of 640 acres; and bounded on the north by a measured portion of 640 acres being a line west 80 chains; on the west by a line south 80 chains; on the south by a line east 80 chains; and on the east by a line north 80 chains to the north-east corner aforesaid. Price 5s. per acre.

60. MURRAY, 640, Six hundred and forty acres, parish unnamed, at the head of the *Morum-bateman Creek*, commencing at the north-east corner of a measured portion of 640 acres two miles south and one mile west from J. R. Styles' purchase of 640 acres; and bounded on the south by a measured portion of 640 acres being a line west 80 chains; on the west by a line north 80 chains; on the north by a line east 80 chains; and on the east by a line south 80 chains to the north-east corner of the 640 acres aforesaid. Price 5s. per acre.

61. MURRAY, 1170, Eleven hundred and seventy acres, parish unnamed, near Gundaroo, commencing at Gundaroo Creek, at the south-west corner of a measured portion of 760 acres; and bounded on the east by that land being a line north 128 chains and 50 links; on the north by 850 acres being a line west 80 chains to the north-east corner of a village reserve, on part of the west by that reserve being a line south 80 chains, again by a line west 13 chains to the Yass river; on the remainder of the west and south by that river to its confluence with Gundaroo creek; and on the east by that creek to the south-west corner of 760 acres aforesaid. Price 5s. per acre.

62. MURRAY, 760, Seven hundred and sixty acres, parish unnamed, near Gundaroo, commencing at Gundaroo Creek, at the south-east corner of a measured portion of 1170 acres; and bounded on the west by that land being a line north 128 chains and 50 links; on the north by a line east 80 chains; on the east by a line south 101 chains to Gundaroo creek; and on the south by that creek to the south-east corner of the 1170 acres aforesaid. Price 5s. per acre.

63. DURHAM, 640, Six hundred and forty acres, parish of *Mirannie*, being section No. 6-3 of that parish, on Glendon Brook, commencing at the western extreme of the south boundary line of Miss M. Mudie's 1280 acres grant; and bounded on the north by that boundary line bearing east 80 chains; on the east by a south line of 80 chains; on the south by a west line of 80 chains; and on the west by a north line of 80 chains to the western extreme of the south boundary line of the aforesaid grant of Miss M. Mudie's. Price 5s. per acre.

64. DURHAM, 640, Six hundred and forty acres, parish of *Mirannie*, being section No. 2-3 of that parish, on Glendon Brook, commencing at the western extreme of the south boundary line of a surveyed portion (No. 1) of 640 acres; and bounded on the north by that boundary line bearing east 80 chains; on the east by a south line of 80 chains; on the south by a west line of 80 chains; and on the west by a north line of 80 chains to the western extreme of the south boundary line of the aforesaid surveyed portion No. 1. Price 5s. per acre.

65. DURHAM, 640, Six hundred and forty acres, parish of *Mirannie*, being section No. 1-4 of that parish, on Glendon Brook, commencing at the southern extreme of the east boundary line of a surveyed portion (No. 1) of 640 acres of land; and bounded on the west by that boundary line bearing north 80 chains; on the north by an east line of 80 chains; on the east by a south line of 80 chains; and on the south by a west line of 80 chains to the south extreme of the east boundary line of the aforesaid surveyed portion No. 1. Price 5s. per acre.

66. DURHAM, 640, Six hundred and forty acres, parish of *Mirannie*, being section No. 3-4 of that parish, on Glendon Brook, commencing at the eastern extreme of the south boundary line of a surveyed portion (No. 2) of 640 acres of land; and bounded on the north by an east line of 80 chains; on the east by a south line of 80 chains; on the south by a west line of 80 chains; on the west by a north line of 80 chains to the eastern extreme of the south boundary line of the aforesaid surveyed portion. Price 5s. per acre.

67. DURHAM, 640, Six hundred and forty acres, parish of *Mirannie*, being section No. 4-4 of that parish, on Glendon Brook, commencing at the western extreme of the south boundary line of a surveyed portion of 640 acres of land (No. 4); and bounded on the north by that boundary line bearing east 80 chains; on the east by a south line of 80 chains; on the south by a west line of 80 chains; and on the west by a north line of 80 chains to the western extreme of the south boundary line of the aforesaid surveyed portion. Price 5s. per acre.

68. DURHAM, 640, Six hundred and forty acres, parish of *Mirannie*, being section No. 3-2 of that parish, on Reedy Creek, Glendon Brook, commencing at the western extreme of the south boundary line of a surveyed portion (No. 2) of 640 acres of land; and bounded on the east by a south line of 80 chains; on the south by a west line of 80 chains; on the west by a north line of 80 chains; and on the north by an east line of 80 chains to the western extreme of the south boundary of the aforesaid surveyed portion No. 2. Price 5s. per acre.

69. DURHAM, 640, Six hundred and forty acres, parish of *Mirannie*, being section No. 5-2 of that parish, on Reedy Creek, Glendon Brook, commencing at a point one mile south of the southern extreme of the west boundary line of a surveyed portion (No. 6) of 640 acres of land; and bounded on the north by an east line of 80 chains; on the east by a south line of 80 chains; on the south by a west line of 80 chains; and on the west by a north line of 80 chains to the point above described. Price 5s. per acre.

70. DURHAM, 640, Six hundred and forty acres, parish of *Tangorin*, being section No. 4-3

of that parish, on Glendon Brook, commencing at the eastern extreme of the north boundary line of Robert Scott's 5000 acres grant and purchase; and bounded on the south by 80 chains of the north boundary line of that land bearing west; on the west by a north line of 80 chains; on the north by an east line of 80 chains; and on the east by a south line of 80 chains to the northern extreme of the east boundary line of Robert Scott's grant and purchase aforesaid. Price 5s. per acre.

71. DURHAM, 640, Six hundred and forty acres, *parish of Tangorin*, being section No. 4-2 of that parish on Glendon Brook, commencing at the western extreme of the south boundary line of a surveyed portion (No. 8) of 640 acres of land; and bounded on the south by 30 chains of the north boundary line of Robert Scott's 5000 acres grant and purchase bearing west and a continued west line of 50 chains; on the west by a north line of 80 chains; on the north by an east line of 80 chains; and on the east by a line dividing it from a measured portion of 640 acres bearing south 80 chains to the western extreme of the south boundary line of that portion of land. Price 5s. per acre.

72. DURHAM, 640, Six hundred and forty acres, *parish of Tangorin*, being section No. 3-3 of that parish on Glendon Brook, commencing at the eastern extreme of the north boundary line of a surveyed portion (No. 8) of 640 acres of land; and bounded on the south by that boundary line bearing west 80 chains; on the west by a north line of 80 chains; on the north by an east line of 80 chains; and on the east by a south line of 80 chains to the eastern extreme of the north boundary line of the aforesaid surveyed portion. Price 5s. per acre.

73. DURHAM, 640, Six hundred and forty acres, *parish of Tangorin*, being section No. 2-3 of that parish on Glendon Brook, commencing at the western extreme of the north boundary line of a surveyed portion (No. 10) of 640 acres of land; and bounded on the south by that boundary line bearing east 80 chains; on the east by a north line 80 chains; on the north by a west line of 80 chains; and on the west by a south line of 80 chains to the western extreme of the north boundary line of the surveyed portion aforesaid. Price 5s. per acre.

74. DURHAM, 640, Six hundred and forty acres, *parish of Tangorin*, being section No. 1-2 of that parish on Glendon Brook, commencing at the western extreme of the north boundary line of a surveyed portion (No. 11) of 640 acres of land; and bounded on the south by a west line of 80 chains; on the west by a north line of 80 chains; on the north by an east line of 80 chains; and on the east by a south line of 80 chains to the western extreme of the north boundary line of the surveyed portion aforesaid. Price 5s. per acre.

75. DURHAM, 640, Six hundred and forty acres, *parish of Dyrning*, being section No. 5-3 of that parish on West Brook, Glendon, commencing at the eastern extreme of the north boundary line of a surveyed portion of 640 acres purchased by Robert Scott; and bounded on the south by a north boundary line of that land bearing west 80 chains; on the west by a north line of 80 chains; on the north by an east line of 80 chains; and on the east by a south line of 80

chains to the eastern extreme of the north boundary line of the aforesaid surveyed portion. Price 5s. per acre.

76. DURHAM, 640, Six hundred and forty acres, *parish of Dyrning*, being section No. 4-3 of that parish on West Brook, Glendon, commencing at the eastern extreme of the north boundary line of a surveyed portion (No. 13.) of 640 acres of land; and bounded on the south by that boundary line bearing west 80 chains; on the west by a north line of 80 chains; on the north by an east line of 80 chains; and on the east by a south line of 80 chains to the eastern extreme of the north boundary line of a surveyed portion aforesaid. Price 5s. per acre.

77. DURHAM, 640, Six hundred and forty acres, *parish of Dyrning*, being section No. 3-3 of that parish on West Brook, Glendon, commencing at the eastern extreme of the north boundary line of a surveyed portion (No. 14) of 640 acres of land; and bounded on the south by that boundary line bearing west 80 chains; on the west by a north line of 80 chains; on the north by an east line of 80 chains; and on the east by a south line of 80 chains to the eastern extreme of the north boundary line of the surveyed portion aforesaid. Price 5s. per acre.

78. DURHAM, 640, Six hundred and forty acres, *parish of Dyrning*, being section No. 3-2 of that parish on West Brook, Glendon, commencing at the eastern extreme of the north boundary line of a surveyed portion (No. 17) of 640 acres of land; and bounded on the south by that boundary line bearing west 80 chains; on the west by a north line of 80 chains; on the north by an east line of 80 chains; and on the east by a line dividing it from a surveyed portion of 640 acres bearing south 80 chains to the eastern extreme of the north boundary line of the surveyed portion aforesaid. Price 5s. per acre.

79. DURHAM, 640, Six hundred and forty acres, *parish of Dyrning*, being section No. 4-2 of that parish on West Brook, Glendon, commencing at the northern extreme of the west boundary of a surveyed portion of 640 acres of land; and bounded on the east by that boundary line bearing south 80 chains; on the south by a west line of 80 chains; on the west by a north line of 80 chains; and on the north by an east line of 80 chains, to the northern extreme of the west boundary line of the surveyed portion aforesaid. Price 5s. per acre.

80. NORTHUMBERLAND, 40, Forty acres, parish unnamed, *Mangrove Creek*; bounded on the east by a line commencing at an oak tree marked on four sides, bearing north 25 chains; on the north by a line west 16 chains; on the west by a line south 25 chains; and on the south by a line east 16 chains to the oak tree aforesaid. Price 5s. per acre.

81. COOK, 40, Forty acres, parish unnamed, *Kurryjong*; bounded on the north by a line west, commencing at a marked tree situated 6 chains 90 links north of G. Mayo's south-west corner, 20 chains; on the west by a line south 20 chains; on the south by a line east 20 chains; and on the east by a line north 20 chains, to the tree 6 chains 90 links north of G. Mayo's south-west corner as aforesaid. Price 5s. per acre.

82. DURHAM, 680, Six hundred and thirty acres, parish unnamed, *at Paterson*, commencing

at the western extreme of the south boundary line of William Bucknell's 2560 acres grant on Paterson River; and bounded on the north by 70 chains of that boundary line, bearing east; on the east by 80 chains of the west boundary line of a surveyed portion of 880 acres, bearing south; on the south by 90 chains of the north boundary line of Kealy's land, bearing west to Paterson's River; and on the west by Paterson's River upwards to the western extreme of the south boundary line of Bucknell's grant aforesaid. Price 5s. per acre.

83. CAMDEN, 940, Nine hundred and forty acres, parish unnamed, near *Berrima*, commencing at the Medway River, at the north-west corner of J. Atkinson's 500 acres; and bounded on part of the east by part of that farm, being a line south 45 chains to a road of one chain wide, dividing it from Powell's 300 acres; on the south by that road, being a line west 90 chains; on the west by a line north 127 chains; on the north by a line east 66 chains to J. Atkinson's 2000 acres; on the remainder of the east by part of that farm, being a line south 84 chains to the Medway River; and on the north by that River to the north-west corner of J. Atkinson's 500 acres aforesaid. Price 5s. per acre.

84. BATHURST, 862, Eight hundred and sixty-two acres, parishes of *Orange and Anson*; bounded on the south by part of a measured portion of 887 acres east 75 chains, commencing at Frederick's Valley Creek, at the north-west corner of a measured portion of 887 acres; on the east by a line north 80 chains to the south-east corner of Andrew Kerr's 1195 acres; on the north by Kerr's 1195 acres, west 146 chains 50 links to Frederick's Valley Creek; and on the south-west by that creek to the north-west corner of the measured portion aforesaid. Price 5s. per acre.

85. BATHURST, 887, Eight hundred and eighty-seven acres, parish of *Anson*; bounded on the south by a line east 63 chains, commencing at Frederick's Valley Creek, opposite the north-east corner of W. C. Wentworth's 1031 acres; on the east by a line north 80 chains; on the north by a line west 155 chains to Frederick's Valley Creek; and on the south by that creek to the south-west corner opposite the north-east corner of W. C. Wentworth's 1031 acres as aforesaid. Price 5s. per acre.

86. BATHURST, 394, Three hundred and ninety-four acres, parishes of *Huntley and Anson*; bounded on the west by a line north 42 chains to Gosling Creek, commencing at the north-west corner of a measured portion of 1033 acres; on the north-west by Gosling Creek to its confluence with Frederick's Valley Creek; on the north-east by Frederick's Valley Creek to the north-east corner of the measured portion of 1033 acres; and on the south by that portion west 85 chains to the north-west corner of the same as aforesaid. Price 5s. per acre.

Reserving the present high road to Wellington Valley.

87. BATHURST, 1033, Ten hundred and thirty-three acres, parishes of *Huntley and Anson*; bounded on the south partly by Wentworth's 1031 acres and a section line west 172 chains, commencing at Frederick's Valley Creek, at the north-east corner of Wentworth's 1031 acres; on the west by a line north 80 chains; on the north by a line east eighty-five chains to Frederick's Valley Creek; and on the north-east by that Creek to

the north east corner of Wentworth's 1031 acres aforesaid. Price 5s. per acre.

88. BATHURST, 839, Eight hundred and thirty-nine acres, parish of *Neville*; bounded on the west by a line south 72 chains 50 links, commencing at Coombing Rivulet, at the north-west corner, three miles east of Collin's 2000 acres; on the south by a line north 131 chains to Coombing Rivulet; and on the north by Coombing Rivulet to the north-west corner aforesaid. Price 5s. per acre.

89. NORTHUMBERLAND, 25, Twenty-five acres, parish unnamed, *Narrara, Brisbane Water*; bounded on the south by a line commencing at a tree on Narrara Creek, marked on four sides, being the north-west corner of the Village Reserve, and dividing it from the Village Reserve, bearing east 17 chains; on the east by a line north 19 chains to Narrara Creek; and on the north and west by that creek to the tree at the north-west corner of the Village Reserve aforesaid. Price 5s. per acre.

90. COOK, 320, Three hundred and twenty acres, parish unnamed, *River Lett*; bounded on the west by J. T. Hughes' 100 acres, and vacant land north 20 chains 30 links (commencing at the south-east corner of J. T. Hughes' 100 acres), west 19 chains, and north 20 chains; on the north partly by a line east 74 chains to a gully, and the remainder of the north by that gully to its confluence with the River Lett; on the east by the River Lett to the east boundary of the Village Reserve; and on the west by the Village Reserve north 2 chains; and on the south by a line west 64 chains to the south-east corner of J. T. Hughes' 100 acres aforesaid. Price 5s. per acre.

91. BATHURST, 640, Six hundred and forty acres, parish of *Cole*; bounded on the south by a line east 80 chains, commencing at the south-east corner of William Johnstone's 1280 acres; on the east by a line north 80 chains; on the north by a line west 80 chains; and on the west by Johnstone's 1280 acres, south 80 chains to the south-east corner of the same as aforesaid. Price 5s. per acre.

92. BATHURST, 640, Six hundred and forty acres, parish of *Cole*; bounded on the west by a line north 80 chains, commencing at the north-west corner of a measured portion of 640 acres; on the north by part of C. Ware's 1920 acres, east 80 chains; on the east by a line south 80 chains; and on the south by the measured portion of 640 acres, west 80 chains to the north-west corner of the same. Price 5s. per acre.

93. BATHURST, 640, Six hundred and forty acres, parish of *Grantham*; bounded on the west by a line east 80 chains, commencing at the south-east corner of a measured portion of 640 acres; on the east by a line north 80 chains; on the north by a line west 80 chains; and on the west by a measured portion of 640 acres, south 80 chains to the south-east corner of the same. Price 5s. per acre.

94. BATHURST, 1120, Eleven hundred and twenty acres, parish of *Grantham*; bounded on the south by part of Harrington's 2560 acres, partly by vacant land, and partly by a measured portion of 640 acres, west 140 chains, commencing at the south-west corner of Wardell's 2560 acres; on the west by a measured portion of 640 acres, north 80 chains; on the north partly by Ware's

**1920 acres grant and General Stewart's land, east 140 chains; and on the east by Wardell's 2560 acres to the south-west corner of the same as aforesaid. Price 5s. per acre.**

95. **BRISBANE, 726**, Seven hundred and twenty-six acres, parish unnamed, *near Guangua*; bounded on the north by a line east 90 chains 80 links, commencing at the north-east corner of a measured portion of 1056 acres; on the east by a line south 80 chains; on the south by a line west 80 chains 80 links; and on the west by a line north 80 chains dividing it from the measured portion of 1056 acres purchased by Cox to the north-east corner of the same. Price 5s. per acre.

96. BRISBANE, 726, Seven hundred and twenty-six acres, parish unnamed, *near Guangwa* bounded on the north by a line east 90 chains 80 links, commencing at the north-east corner of a measured portion of 1230 acres purchased by Cox; on the east by a line south 80 chains; on the south by a line west 90 chains 80 links; and on the west by a line north 80 chains dividing it from a measured portion of 1230 acres purchased by Cox to the north-east corner of the same. Price 5s. per acre.

**97. BRISBANE, 640, Six hundred and forty acres, parish unnamed, near *Guanguu*; bounded on the north by a line west 80 chains, commencing at the north-east corner 4 miles west and 4 miles south from the south-west corner of Bingle's 1000 acres; on the west by a line south 80 chains; on the south by a line east 80 chains; and on the east by a line north 80 chains to the north-east corner aforesaid. Price 5s. per acre.**

98. BRISBANE, 640, Six hundred and forty acres, parish unnamed, near *Guangua*; bounded on the north by a line west 80 chains, commencing at the north-east corner 3 miles west and 5 miles south from the south-west corner of Bingle's 1000 acres; on the west by a line south 80 chains; on the south by a line east 80 chains; and on the east by a line north 80 chains to the north-east corner aforesaid. Price 5s. per acre.

99. **BRISBANE, 640,** Six hundred and forty acres, parish unnamed, *near Guangua*; bounded on the north by a line west 80 chains, commencing at the north east corner 3 miles west and 4 miles south from the south-west corner of Bingle's 1000 acres; on the west by a line south 80 chains; on the south by a line east 80 chains; and on the east by a line north 80 chains to the north-east corner aforesaid. Price 5s. per acre.

100. **BRISBANE, 640,** Six hundred and forty acres, parish unnamed, near *Guangua*; bounded on the north by a line west 80 chains, commencing at the north-east corner 3 miles west and 3 miles south from the south-west corner of Bingle's 1000 acres; on the west by a line south 80 chains; on the south by a line east 80 chains; and on the east by a line north 80 chains to the north-east corner aforesaid. Price 5s. per acre.

101. BRISBANE, 640, Six hundred and forty acres, parish unnamed, near *Guangua*; bounded on the north by a line west 80 chains, commencing at the north-east corner 3 miles west and 2 miles south from the south-west corner of Bingle's 1000 acres; on the west by a line south 80 chains; on the south by a line east 80 chains; and on the east by a line north 80 chains to the north-east corner aforesaid. Price 5s. per acre.

102. BRISBANE, 640, Six hundred and forty  
No. 294. September 20, 1837.

acres, parish unnamed, *near Guangua*; bounded on the north by a line west 80 chains, commencing at the north-east corner 3 miles west and 1 mile south from the south-east corner of Bingle's 1000 acres; on the west by a line south 80 chains; on the south by a line east 80 chains; and on the east by a line north 80 chains to the north-east corner aforesaid. Price 5s. per acre.

**103. BRISBANE, 640, Six hundred and forty acres, parish unnamed, near Guangua; bounded on the north by a line west 80 chains, commencing at the north-east corner 3 miles west from the south-west corner of Bingle's 1000 acres purchase; on the west by a line south 80 chains; on the south by a line east 80 chains; and on the east by a line north 80 chains to the north-east corner aforesaid. Price 5s. per acre.**

104. BRISBANE, 640, Six hundred and forty acres, parish unnamed, *near Guangua*; bounded on the north by a line west 80 chains, commencing at the north-east corner of two miles west and six miles south from the south-west corner of Bingle's 1000 acres; on the west by a line south 80 chains; on the south by a line east 80 chains; on the east by a line north 80 chains to the north-east corner aforesaid. Price 5s. per acre.

105. BRISBANE, 610. Six hundred and forty acres, parish unnamed, *near Guangua*; bounded on the north by a line west 80 chains, commencing at the north-east corner two miles west and five miles south from the south-west corner of Bingle's 1000 acres; on the west by a line south 80 chains; on the south by a line east 80 chains; and on the east by a line north 80 chains to the north-east corner aforesaid. Price 5s. per acre.

106. BRISBANE, 640, Six hundred and forty acres, parish unnamed, *near Guangua*; bounded on the north by a line west 80 chains, commencing at the north-east corner two miles west and four miles south from the south-west corner of Bingle's 1000 acres; on the west by a line south 80 chains; on the south by a line east 80 chains; and on the east by a line north 80 chains to the north-east corner aforesaid. Price 5s. per acre.

107. BRISBANE, 640, Six hundred and forty acres, parish unnamed, *near Guangua*; bounded on the north by a line west 80 chains, commencing at the north-east corner two miles west and three miles south from the south-west corner of Bingle's 1000 acres; on the west by a line south 80 chains; on the south by a line east 80 chains; and on the east by a line north 80 chains to the north-east corner as aforesaid. Price 5s. per acre.

108. BRISBANE, 640, Six hundred and forty acres, parish unnamed, *near Guangua*; bounded on the north by a line west 80 chains, commencing at the north-east corner two miles west and two miles south from the south-west corner of Bingle's 1000 acres; on the west by a line south 80 chains; on the south by a line east 80 chains; and on the east by a line north 80 chains to the north-east corner as aforesaid. Price 5s. per acre.

109. BRISBANE, 640, Six hundred and forty acres, parish unnamed, near *Guangua*; bounded on the north by a line west 80 chains, commencing at the north-east corner three miles west and six miles south from the south-west corner of Bingle's 1000 acres; on the west by a line south 80 chains; and on the east by a line north 80 chains to the north-east corner aforesaid. Price 5s. per acre.

110. BRISBANE, 640, Six hundred and forty

acres, parish unnamed, near *Guangua*; bounded on the north by a line west 80 chains, commencing at 2 miles west from the south-west corner of Bingle's purchase of 1000 acres, being a continuation westward of the southern boundary of that 1000 acres; on the west by a line south 80 chains; on the south by a line east 80 chains; and on the east by a line north 80 chains, to 2 miles west from the south-west corner of Bingle's 1000 acres aforesaid. Price 5s. per acre.

111. **BRISBANE**, 640, Six hundred and forty acres, parish unnamed, near *Guangua*; bounded on the north by a line west 80 chains, commencing 2 miles west and 1 mile south from the south-west corner of Bingle's 1000 acres; on the west by a line south 80 chains; on the south by a line east 80 chains; and on the east by a line north 80 chains, to 2 miles west and 1 mile south from the south-west corner of Bingle's 1000 acres as aforesaid. Price 5s. per acre.

112. **ARGYLE**, 640, Six hundred and forty acres, parish unnamed, at *Lake Bathurst*, commencing at the north-east corner of a Village Reserve; and bounded on the west by that Reserve, being a line south 80 chains; on the south by a line east 80 chains; on the east by a line north 80 chains; and on the north by unlocated land, and Henry Hall's 500 acres, being a line west 80 chains, to the north-east corner of the Village Reserve aforesaid. Price 5s. per acre.

113. **ST. VINCENT**, 640, Six hundred and forty acres, parish unnamed, at *Durrant Durrant*, commencing at the Church and School Estate, at the north-west corner of a measured portion of 640 acres; and bounded on the south by that purchase, being a line east 80 chains; on the east by a line north 80 chains; on the north by a line west 80 chains; and on the west by the School and Church Estate, being a line south 80 chains to the north-west corner of the 640 acres aforesaid. Price 5s. per acre.

114. **MURRAY**, 640, Six hundred and forty acres, parish unnamed, at *Boro Creek*, commencing at the south-east corner of a measured portion of 640 acres; and bounded on the west by that portion, being a line north 80 chains; on the north by a line east 80 chains; on the east by a line south 80 chains; and on the south by a line west 80 chains, to the south-east corner of the 640 acres aforesaid. Price 5s. per acre.

115. **NORTHUMBERLAND**, 165, One hundred and sixty-five acres, parish of *Alnwick*, commencing at the western extreme of the south boundary line of James Kelly, Senior's, 300 acres grant; and bounded on the north by that boundary line, bearing east 44 chains; on the east by 38 chains of the west boundary line of Eale's grant, bearing south; on the south by 44 chains of the north boundary line of Halloran's grant, bearing west; and on the west by a north line of 38 chains to the western extreme of the south boundary line of James Kelly's grant aforesaid. Price 5s. per acre.

116. **NORTHUMBERLAND**, 50, Fifty acres, parish unnamed, at *Mangrove Creek*; bounded on the west by a line commencing at a stake on Breakfast Creek, being the north-east corner of Quin's 40 acres, and dividing it from that land bearing south 38 chains 50 links; on the south by a line east 17 chains to Mangrove Creek; easterly and northerly by Mangrove Creek to its

junction with Breakfast Creek, and by Breakfast Creek upwards to the stake at the north-east corner of Quin's 40 acres aforesaid. Price 5s. per acre.

117. **NORTHUMBERLAND**, 50, Fifty acres, parish unnamed, at *Petonga, Broken Bay*, situated near the junction of Petonga Creek with the waters of Broken Bay; bounded on the north-east by a line north-west commencing at a stake on the sea shore 29 chains to a small water-course; on the north-west by that water course, to its confluence with Petonga Creek; south westerly by Petonga Creek to a tree marked four sides, and a line bearing south-east 9 chains to the waters of Broken Bay, and south easterly by those waters, to the stake on the sea-shore aforesaid. Price 5s. per acre.

118. **NORTHUMBERLAND**, 134, One hundred and thirty-four acres, parish unnamed, *Brisbane Water*; bounded on the north by a line commencing at a Banksia marked on four sides, situated at the entrance to Brisbane Water, bearing west 40 chains; on the west by a line dividing it from a measured portion of 320 acres, south 54 chains to the sea; and on the south-east by the sea to the Banksia marked on four sides aforesaid. Price 5s. per acre.

119. **NORTHUMBERLAND**, 50, Fifty acres parish unnamed, *Brisbane Water*; bounded on the north by a line commencing at an Oak Tree marked on four sides, being the south-east corner of Webb's 150 acres bearing west 30 chains; on the west by a line south 20 chains; on the south by a line east 27 chains to the Waters of Brisbane Water, and on the east by the waters of Brisbane Water to the south-east corner of Webb's 150 acres as aforesaid. Price 5s. per acre.

120. **NORTHUMBERLAND**, 50, Fifty acres, parish unnamed, *Mangrove Creek, situated opposite Neverfail Island*; bounded on the south-west by a line commencing at an apple tree marked on four sides, bearing south 27 degrees east 37 chains; on the south-east by a line east 27 degrees north 16 chains; on the north-east by a line north 27 degrees west 31 chains to Mangrove Creek; and north-westerly by that Creek to the apple tree aforesaid. Price 5s. per acre.

121. **COOK**, 60, Sixty acres, parish unnamed, *Robert's Swamp, Kurryjong*; bounded on the west by a line commencing at a Stake on Roberts' Swamp opposite to the north-west corner of L. A. Jackson's 1280 acres marriage portion, bearing north 28 chains; on the north by a line east 26 chains; on the east by a line south 22 chains to Roberts' Swamp, and southerly by that Swamp to the Stake aforesaid. Price 5s. per acre.

122. **COOK**, 60, Sixty acres, parish unnamed, *Roberts' Swamp, Kurryjong*; bounded on the west by a line commencing at a Gum tree marked on four sides, being the south-east corner of a measured portion of 60 acres, bearing north 24 chains; on the north by a line east 25 chains; on the east by a line south 25 chains to Roberts' Swamp, and southerly by that Swamp to the Gum tree at the south-east corner of the measured portion of 60 acres aforesaid. Price 5s. per acre.

123. **COOK**, 60, Sixty acres, parish unnamed, *Roberts' Swamp, Kurryjong*; bounded on the west by a line commencing at an Oak tree marked on four sides, being the south-east corner of a measured portion of 60 acres, bearing north by a line



east 25 chains; on the east by a line south 24 chains to Roberts' Swamp; and southerly by that Swamp to the Oak tree at the south-east corner of the measured portion of 60 acres aforesaid. Price 5s. per acre.

124. COOK, 60, Sixty acres, parish unnamed, *Roberts' Swamp, Kurryjong*; bounded on the west by a line commencing at an apple tree marked on four sides being the south-east corner of a measured portion of 60 acres bearing north 24 chains; on the north by a line east 22 chains; on the east by a line south 32 chains to Roberts' Swamp; and southerly by that swamp to the apple tree at the south-east corner of a measured portion of 60 acres aforesaid. Price 5s. per acre.

125. COOK, 60, Sixty acres, parish unnamed, *Roberts' Swamp, Kurryjong*; bounded on the west by a line commencing at a wattle tree marked on four sides being the south-east corner of a measured portion of 60 acres bearing north 25 chains; on the north by a line bearing east 25 chains; on the east by a line bearing south 24 chains to Roberts' Swamp; and southerly by that swamp to the wattle tree at the south-east corner of the measured portion of 60 acres aforesaid. Price 5s. per acre.

126. CUMBERLAND, 50, Fifty acres, *parish of Bankstown*; bounded on part of the west by a line commencing at an iron-bark tree marked on four sides being the south-east corner of A. Cunningham's 100 acres grant bearing north 21 chains; on part of the north by a line east 13 chains, again on the west by a line north 15 chains, again on the north by a line east 2 chains 80 links; on part of the east by a line dividing it from a road one chain wide bearing south 19 chains; on part of the south by a line dividing it from a road one chain wide bearing west 8 chains 50 links, again on the east by a line dividing it from a road one chain wide bearing south 16 chains, and again on the south by a line west 15 chains to the iron-bark tree at the south-east corner of Cunningham's 100 acres aforesaid. Price 5s. per acre.

127. CAMDEN, 60, Sixty acres, parish unnamed, *at Carroebilly, Mittagong*, commencing at the Great South Road at the north-east corner of W. P. Faithfull's 100 acres purchase; and bounded on the south by part of that purchase being a line west 18 chains to the south-east corner of W. Coghill's 600 acres; on the west by a part of that farm being a line north 17 chains and 25 links to the south-west corner of Dillon's 60 acres; on part of the north by that farm being a line east 14 chains and 25 links; again by a line north 20 chains; on the remainder of the north by a line east 10 chains; on the east by a line south 34 chains to the Great South Road; and on the south-east by that road to the north-east corner of W. P. Faithfull's 100 acres aforesaid. Price 5s. per acre.

128. CAMDEN, 50, Fifty acres, parish unnamed, *at Little Forest*, commencing at the Great South Road at the south-east corner 1 mile north of the Village Reserve; and bounded on the south by a line west 29 chains and 50 links; on the west by a line north 14 chains; on the north by a line east 42 chains to the Great South Road; and on the south-east by that road to the south-east corner aforesaid. Price 5s. per acre.

129. ST. VINCENT, 885, Eight hundred and

eighty-five acres, parish unnamed, *at Jerricknorra Creek*, commencing at Jerricknorra Creek, at the north-east corner of John Rolfe's 800 acres; and bounded on the south by a line east 147 chains; on the east by a line north 80 chains; on the north by a line west 104 chains and 50 links to Jerricknorra Creek; and on the west and north by that Creek to the north-east corner of John Rolfe's 100 acres aforesaid. Price 5s. per acre.

130. ST. VINCENT, 840, Eight hundred and forty acres, parish unnamed, *at Jerricknorra Creek*, commencing at Jerricknorra Creek, at the north-east corner; and bounded on the north by a line west 104 chains; on the west by a line south 80 chains; on the south by a line east 90 chains to Wog Wog Creek; on the east by that and Jerricknorra Creeks to the north-east corner aforesaid. Price 5s. per acre.

131. MURRAY, 1220, Twelve hundred and twenty acres, parish unnamed, *at Jinero*, commencing at the Shoalhaven River, at the south-east corner of Major Elrington's 2560 acres; and bounded on the north by that farm, being a line west 206 chains; on the west by a line south 80 chains; on the south by a measured portion of 645 acres, being a line east 132 chains to the Shoalhaven River; and on the east and south by that river to the south-east corner of Major Elrington's 2560 acres aforesaid. Price 5s. per acre.

132. MURRAY, 645, Six hundred and forty-five acres, parish unnamed, *at Jinero*, commencing at the Shoalhaven River, at the north-east corner of Miss A. Cartwright's 1280 acres; and bounded on the south by that farm, being a line west 151 chains; on the west by a line north 47 chains; on the north by a measured portion of 1220 acres, being a line east 132 chains to the Shoalhaven River; and on the east by that river to the north-east corner of Miss A. Cartwright's 1280 acres aforesaid. Price 5s. per acre.

133. ROXBURGH, 734, Seven hundred and thirty-four acres, parish unnamed, *at the Cudgegong Creek*, and commencing at a box tree on the south bank of Cudgegong Creek, the confluence of that creek with the Cudgegong River, bearing north 40 degrees east, and being distant 19 chains and 10 links, and bounded on the east by a continuation south of the section line that divides the Village Reserve 113 chains 30 links; on the south by a line bearing west 80 chains; on the west by a line bearing north 38 chains to the Cudgegong Creek; and on the north-west by that creek to the box tree on the south bank of Cudgegong Creek as aforesaid. Price 5s. per acre.

134. NORTHUMBERLAND, 82, Eighty-two acres, *parish of Alnwick*, commencing at the western extreme of the south boundary line of James Kelly, junior's 300 acres grant; and bounded on the north by that boundary line bearing east 31 chains; on the east by a south line of 26 chains and 50 links; on the south by 31 chains of the north boundary line of Halloran's 300 acres grant bearing west; and on the west by 26 chains and 50 links of the east boundary line of E. C. Close's grant, bearing north to the western extreme of the south boundary line of James Kelly's, junior, grant. Price 5s. per acre.

135. ST. VINCENT, 640, Six hundred and forty acres, parish unnamed, *at Duran Duran*, commencing at the Church and School Estate, at the



north-west corner of Captain Weatherall's 2560 acres grant, and bounded on the south by that grant, being a line east 80 chains; on the north by Ashton's 400 acres, and unlocated land, being a line north 80 chains; on the north by a line west 80 chains to the east boundary of the Church and School Estate; and on the west by the Church and School Estate, being a line south 80 chains to the north-west corner of Captain Weatherall's 2560 acres aforesaid. Price 5s. per acre.

136. NORTHUMBERLAND, 300, Three hundred acres, parish unnamed, near *Cockle Bay, Broad Water, Brisbane Water*; bounded on the east by a line commencing at an oak tree marked on four sides being the south-west corner of D. Roberts' 50 acres bearing north 100 chains; on the north by a line west 30 chains; on the west by a line dividing it from the Government and Village Reserves south 100 chains; and on the south by a line dividing it from a measured portion of 50 acres east 30 chains to the oak tree at the south-west corner of D. Roberts' 50 acres aforesaid. Price 5s. per acre.

By His Excellency's Command,  
E. DEAS THOMSON.

Colonial Secretary's Office,  
Sydney, 18th September, 1837.

#### SALE OF TOWN ALLOTMENTS.

AT Eleven o'Clock of Thursday, the ninth day of November next, the Colonial Treasurer will put up to AUCTION, within the *George-street Market Building, Letter C*, the undermentioned TOWN ALLOTMENTS, which have been previously advertised but not sold in consequence of not having been measured, on the terms authorised by Government.

Further information respecting the Allotments may be obtained from the Surveyor General, and respecting the conditions from the Colonial Treasurer.

1. BERRIMA, 0a. 2r. 2p., Two roods and two perches, *parish of Berrima*, allotment No. 1 of section No. 11, commencing at the corner of Jellore and Surrey-streets; and bounded on the south by Jellore-street, being a line west 5 chains; on the west by Sutton-street, being a line north  $102\frac{1}{2}$  links; on the north by No. 2 allotment, being a line east 5 chains to Surrey-street; and on the east by that street, being a line south  $102\frac{1}{2}$  links to Jellore-street. Price £2 per acre.

2. BERRIMA, 0a. 2r. 2p., Two roods and two perches, *parish of Berrima*, allotment No. 2 of section No. 11, commencing at Surrey-street, at the north-east corner of No. 1 allotment; and bounded on the south by that allotment, being a line west 5 chains to Sutton-street; on the west by that street being a line north  $102\frac{1}{2}$  links; on the north by No. 3 allotment, being a line east 5 chains to Surrey-street; and on the east by that street, being a line south  $102\frac{1}{2}$  links to the north-east corner of No. 1 allotment aforesaid.—Price £2 per acre.

3. BERRIMA, 0a. 2r. 2p., Two roods and two perches, *parish of Berrima*, allotment No. 3 of section No. 11, commencing in Surrey-street, at the north-east corner of No. 2 allotment; and bounded on the south by that allotment, being a line west 5 chains; on the west by Sutton-street,

being a line north  $102\frac{1}{2}$  links; on the north by No. 4 allotment, being a line east 5 chains to Surrey-street; and on the east by that street, being a line south  $102\frac{1}{2}$  links to the north-east corner of No. 2 allotment aforesaid. Price £2 per acre.

4. BERRIMA, 0a. 2r. 2p., Two roods and two perches, *parish of Berrima*, allotment No. 4 of section No. 11, commencing in Surrey-street, on the north-east corner of No. 3 allotment; and bounded on the south by that allotment, being a line west 5 chains to Sutton-street; on the west by that street, being a line north  $102\frac{1}{2}$  links; on the north by No. 5 allotment, being a line east 5 chains to Surrey-street; and on the east by that street, being a line south  $102\frac{1}{2}$  links to the north-east corner of No. 3 allotment aforesaid. Price £2 per acre.

5. BERRIMA, 0a. 2r. 2p., Two roods and two perches, *parish of Berrima*, allotment No. 5 of section No. 11, commencing in Surrey-street, at the north-east corner of No. 4 allotment; and bounded on the south by that allotment, being a line west five chains to Sutton-street; on the west by that street, being a line north  $102\frac{1}{2}$  links; on the north by No. 6 allotment, being a line east 5 chains to Surrey-street; and on the east by that street, being a line south  $102\frac{1}{2}$  links to the north-east corner of No. 4 allotment aforesaid. Price £2 per acre.

6. BERRIMA, 0a. 2r. 2p., Two roods and two perches, *parish of Berrima*, allotment No. 6 of section No. 11, commencing at Surrey-street, at the north-east corner of No. 5 allotment; and bounded on the south by that allotment, being a line west 5 chains to Sutton-street; on the west by that street, being a line north  $102\frac{1}{2}$  links; on the north by No. 7 allotment, being a line east 5 chains to Surrey-street; and on the east by that street, being a line south  $102\frac{1}{2}$  links to the north-east corner of No. 5 allotment. Price £2 per acre.

7. BERRIMA, 0a. 2r. 2p., Two roods and two perches, *parish of Berrima*, allotment No. 7 of section No. 11, commencing at Surrey-street, at the north-east corner of No. 6 allotment; and bounded on the south by that allotment, being a line west 5 chains to Sutton-street; on the west by that street, being a line north  $102\frac{1}{2}$  links; on the north by No. 8 allotment, being a line east 5 chains to Surrey-street; and on the east by that street, being a line south  $102\frac{1}{2}$  links to the north-east corner of No. 6 allotment aforesaid. Price £2 per acre.

8. BERRIMA, 0a. 2r. 2p., Two roods and two perches, *parish of Berrima*, allotment No. 8 of section No. 11, commencing at Surrey-street to the north-east corner of No. 7 allotment; and bounded on the south by that allotment being a line west 5 chains to Sutton-street; on the west by that street being a line north  $102\frac{1}{2}$  links; on the north by No. 9 allotment being a line east 5 chains to Surrey-street; and on the east by that street being a line south  $102\frac{1}{2}$  links to the north-east corner of No. 7 allotment aforesaid. Price £2 per acre.

9. BERRIMA, 0a. 2r. 2p., Two roods and two perches, *parish of Berrima*, allotment No. 9 of section No. 11, commencing in Surrey-street, at the north-east corner of No. 8 allotment; and bounded on the south by that allotment being a

line west 5 chains to Sutton-street ; on the west by that street being a line north  $102\frac{1}{2}$  links ; on the north by No. 10 allotment being a line east 5 chains to Surrey-street ; and on the east by that street being a line south  $102\frac{1}{2}$  links to the north-east corner of No. 8 allotment aforesaid. Price £2 per acre.

10. BERRIMA, Oa. 2r. 2p., Two roods and two perches, allotment No. 10 of section No. 11, commencing in Surrey-street, at the north-east corner of No. 9 allotment ; and bounded on the south by that allotment being a line west 5 chains to Sutton-street ; on the west by that street being a line north  $102\frac{1}{2}$  links ; on the north by Wingecarabee-street being a line east 5 chains to Surrey-street ; and on the east by that street being a line south  $102\frac{1}{2}$  links to the north-east corner of No. 9 allotment. Price £2 per acre.

11. BERRIMA, Oa. 1r. 6p., One rood and six perches, *parish of Berrima*, allotment No. 1 of section No. 6, commencing at the Wingecarabee River, at the north-west corner of No. 2 allotment ; and bounded on the east by that allotment being a line south 3 chains and 60 links to Jellore-street ; on the south by that street being a line west 1 chain ; on the west by a line north 2 chains and 25 links to the Wingecarabee River ; and on the north-west by that river to the north-west corner of allotment No. 2. Price £2 per acre.

12. MAITLAND, Oa. 2r. Op., Two roods, allotment No. 3 of section No. 28 ; bounded on the south-east by 1 chain of the north-west side of High-street, bearing south 45 degrees west ; on the south-west by a line dividing it from allotment No. 4, bearing west 45 degrees north 5 chains ; on the north-west by a line bearing north 45 degrees east 1 chain ; and on the north-east by a line dividing it from allotments Nos. 1 and 2, bearing east 45 degrees south 5 chains to High-street. Price £7 per acre.

13. MAITLAND, Oa. 2r. Op., Two roods, allotment No. 4 of section No. 28 ; bounded on the south-east by 1 chain of the north-west side of High-street, bearing south 45 degrees west ; on the south-west by a line dividing it from allotment No. 5, bearing west 45 degrees north 5 chains ; on the north-west by a line bearing north 45 degrees east 1 chain ; and on the north-east by a line dividing it from allotment No. 3, bearing east 45 degrees south 5 chains to High-street. Price £7 per acre.

14. MAITLAND, Oa. 2r. Op., Two roods, allotment No. 5 of section No. 28 ; bounded on the south-east by 1 chain of the north-west side of High-street, bearing south 45 degrees west ; on the south-west by a line dividing it from allotment No. 6, bearing west 45 degrees north 5 chains ; on the north-west by a line bearing north 45 degrees east 1 chain ; and on the north-east by a line dividing it from allotment No. 4, bearing east 45 degrees south 5 chains to High-street. Price £7 per acre.

15. MAITLAND, Oa. 2r. Op., Two roods, allotment No. 6 of section No. 28 ; bounded on the south-east by 1 chain of the north-west side of High-street, bearing south 45 degrees west ; on the south-west by a line dividing it from allotment No. 7, bearing west 45 degrees north 5 chains ; on the north-west by a line bearing north 45 degrees east 1 chain ; and on the north-east No. 294. September 20, 1837.

by a line dividing it from allotment No. 5, bearing east 45 degrees south 5 chains to High-street. Price £7 per acre.

16. MAITLAND, Oa. 2r. Op., Two roods, allotment No. 7 of section No. 28 ; bounded on the south-east by 1 chain of the north-west side of High-street, bearing south 45 degrees west ; on the south-west by a line dividing it from allotment No. 8, bearing west 45 degrees north 5 chains ; on the north-west by a line bearing north 45 degrees east 1 chain ; and on the north-east by a line dividing it from allotment No. 6, bearing east 45 degrees south 5 chains to High-street. Price £7 per acre.

17. MAITLAND, 2r, Two roods, allotment No. 8 of section No. 28 ; bounded on the south-east by 1 chain of the north-west side of High-street, bearing south 45 degrees west ; on the south-west by a line dividing it from allotments Nos. 10 and 9, bearing west 5 degrees north 5 chains ; on the north-west by a line bearing north 45 degrees east 1 chain ; and on the north-east by a line dividing it from allotment No. 7, bearing east 45 degrees south 5 chains to High-street. Price £7 per acre.

18. MAITLAND, 2r, Two roods, allotment No. 9 of section No. 28 ; bounded on the south-west by 2 chains and 50 links of the north-east side of Hunter-street, bearing west 45 degrees north ; on the north-west by a line bearing north 45 degrees east 2 chains ; on the north-east by 2 chains and 50 links of a line dividing it from allotment No. 8, bearing east 45 degrees south ; and on the south-east by a line dividing it from allotment No. 10, bearing south 45 degrees west 2 chains to Hunter-street. Price £7 per acre.

19. MAITLAND, 2r., Two roods, allotment No. 10 of section No. 28 ; bounded on the south-east by 2 chains of the north-west side of High-street, bearing south 45 degrees west ; on the south-west by 2 chains and 50 links of the north-east side of Hunter-street, bearing west 45 degrees north ; on the north-west by a line dividing it from allotment No. 9, bearing north 45 degrees east 2 chains ; and on the north-east by a line dividing it from allotment No. 8, bearing east 45 degrees south 2 chains and 50 links to High-street. Price £7 per acre.

20. MAITLAND, 2r., Two roods, allotment No. 9 of section No. 16 ; bounded on the north-west by 1 chain of the south-east side of William-street, bearing north 45 degrees east ; on the north-east by a line dividing it from allotment No. 8, bearing east 45 degrees south 5 chains ; on the south-east by a line dividing it from allotment No. 10, bearing south 45 degrees west 1 chain ; and on the south-west by a line dividing it from allotment No. 12, being west 45 degrees north 5 chains to William-street. Price £7 per acre.

By His Excellency's Command,  
E. DEAS THOMSON.

Colonial Secretary's Office,  
Sydney, September 11, 1837.

#### CONVEYANCE OF MAILS.

CONVEYANCE being required for the Post-office Mails, from and to the undermentioned places, for one or two years, (to be decided on opening the Tenders) from the 1st January, 1838 ; Persons disposed to Contract for providing

the same are invited to transmit their offers, in writing, to this Office, before Twelve o'clock, on Monday, the 6th of November next, endorsed—*"Tender for Conveyance of Mails."*

From and to Windsor, Parramatta, and Sydney, daily (Sundays excepted.)

From and to Windsor, Pitt Town, Wilberforce, Richmond, and North Richmond, three times a-week; and from and to Windsor and Wiseman's Ferry once a-week.

From and to Penrith and Parramatta, daily (Sundays excepted.)

From and to Penrith, Hassan's Walls, and Bathurst, two or three times a-week.

From and to Bathurst and O'Connell, twice a-week.

From and to Campbelltown, Liverpool, and Sydney, daily (Sundays excepted.)

From and to Wollongong, Appin, and Campbelltown, three times a-week.

From and to Campbelltown, Cawdor, and Berrima, three times a-week.

From and to Berrima, Marulan, and Goulburn, three times a-week.

From and to Bungonia and Marulan, six times a-week.

From and to Goulburn and Yass, via Mutmutbilly, twice a-week.

From and to Lake George and Mutmutbilly, once a-week.

From and to Yass and Melbourne, Port Phillip, once a fortnight.

From and to Bungonia and Queanbeyan, via Lake Bathurst and Bungandore, twice a-week.

From and to Bungonia and Braidwood, once a-week.

From and to Raymond Terrace and Sawyer's Point, twice a-week.

From and to Raymond Terrace and Dungog, twice a-week.

From and to Sparke's Inn and Maitland, as often as the steam-packets shall pass and repass Sparke's Inn.

From and to Hinton and Paterson, as often as the steam-packets shall pass and repass.

From and to the Greenhills and Maitland, as often as the steam-packets shall arrive and depart.

From and to Maitland and Darlington, three times a-week.

From and to Darlington and Invermein, via Muscle Brook, twice or three times a-week.

From and to Invermein and Murrumbidgee, once a-week.

From and to Darlington and Merton, via Jerry's Plains, twice a-week.

From and to Merton and Cassilis, once a-week.

It is to be understood that the Mail is invariably to start on days as now, or hereafter to be fixed, and the Contractor to carry all bags or letters which may be delivered to him under authority of the Postmaster General, or any of the Postmasters.

Each Contractor will be bound under a penalty of £5, for each and every offence (over and above the penalties provided by the Act of Council) for the receipt or conveyance of any letter or packet by himself, or by any of his servants or passengers, to the prejudice of the Post-office Revenue.

It will be optional with the Parties offering, whether for one or more of the above line of stages, to propose the mode of Conveyance; but on all roads where Mail-carriages can travel, a preference will be given to that mode of Conveyance; and

the Contractors will be held strictly bound to use the Conveyance they propose, and to provide secure lockers and dry covering for the Mail-bags. Mail-carts drawn only by one horse, must not carry more than one passenger; by two horses, not more than three passengers; and by three or more horses, not more than six passengers, exclusive of the drivers, under a penalty for each offence of not less than £1 nor more than £5.

All vehicles and horses employed in the Conveyance of Mails, to be at all times subject to the inspection and approval, or rejection, of the Postmaster General, or person appointed for that purpose. The drivers and postmen to be free men, and of certified good character.

The Contractor will be liable to a fine of five shillings for every five minutes delay, after the specified time of starting.

The rate of travelling will not be less than six miles per hour, including all stoppages, under a penalty of five shillings for every ten minutes delay after the specified time of arrival.

All fines and penalties incurred under the agreement to be deducted by the Post-master General from the next quarterly payment falling due to the Contractor.

It is requested that each party Tendering, or an agent for him, will attend at this Office on the appointed day for opening the Tenders; and that each Tender may specify the names of two respectable and solvent persons, willing to enter into a bond with the Contractor for the safety of the Mails and the due performance of the Contract.

The hours of starting from each Post-office, and other particulars, may be ascertained at the General Post-office, where parties proposing to Tender are invited to apply; and where also printed forms of Tender may be obtained.

N.B.—Tenders for a three years' Contract for Conveyance of the Mails daily (Sundays excepted)—from and to Sydney and Windsor, Parramatta and Penrith, and Sydney and Campbelltown, will be entertained, if submitted, should parties consider it advisable thus to lengthen the term of their engagement to ensure a more complete establishment of carriages and horses.

*By His Excellency's Command,*

E. DEAS THOMSON.

*Colonial Secretary's Office,  
Sydney, 18th September, 1837.*

**H**IS Excellency the GOVERNOR has been pleased to appoint the undermentioned Gentlemen to be Commissioners of Crown Lands in the Colony of New South Wales, under the Provisions of the Acts of the Governor and Council, 4 William IV., No. 10, and 5 William IV., No. 12, and to execute the duties required by the 7th William IV., No. 4, and the Regulations founded thereon, contained in the Government Order of the 1st October, 1836, viz:—

FRANCIS BEDDEK, Esq., of Windsor;  
WILLIAM PITT FAITHFULL, Esq., of Springfield;  
BARTHOLOMEW O'BRIEN, Esq., of Wollongong;  
RICHARD POPHAM, Esq., of Bungonia;  
CHARLES THROSBY, Esq., of Bong Bong;  
ALEXANDER TURNER, Esq., of Gurrundi.

*By His Excellency's Command,*

E. DEAS THOMSON.

The King's Most Excellent Majesty, Lord Chancellor; Viscount Palmerston, Lord President, Lord Denman, Lord Chamberlain, Lord Glenelg, Earl of Minto, Sir John Hobhouse, baronet, Lord John Russell, Mr. Chancellor of the Exchequer.

**W**HEREAS, by Letters patent under the great Seal of Great Britain, bearing date at Westminster, the 22nd day of September, 1832, His Excellency was graciously pleased to grant unto John Howard Kyan, therein described, his Executors, Administrators, and Assigns, for a term of fourteen Years, the sole benefit and advantage of his invention of "an improved mode of preserving Paper, Canvas, Cloth, and Cordage for Ships and other uses, and the raw Materials of Hemp, Flax, or Cotton from which the same may wholly, or in part, be made" as well within that part of His Majesty's United Kingdom of Great Britain and Ireland called England, as also in all His Majesty's Colonies and Plantations abroad. And Whereas, by Letters patent under the great Seal of Great Britain, bearing date at Westminster, the 11th day of February, 1836, His Majesty was also graciously pleased to grant unto the said John Howard Kyan, his Executors, Administrators, and Assigns, for a term of fourteen Years, the sole benefit and advantage of his invention of "a new mode of preserving certain Vegetable substances from decay, within all His Majesty's Colonies and Plantations abroad:" And, whereas, specifications of the aforesaid Inventions, and of the manner in which the same are to be performed, were duly enrolled pursuant to the provisos for that purpose in the said Letters patent severally contained; And whereas, under, and by virtue of, an Act of Parliament, made and passed in the last Session of Parliament, entitled "An Act to enable John Howard Kyan to assign to a Company certain Letters patent," and of an Indenture of Assignment made pursuant thereto, the aforesaid Letters patent, and all rights, privileges, and advantages thereby granted, have been assigned to the Anti Dry Rot Company; And, whereas, the said Anti Dry Rot Company hath, by a Memorial addressed to His Majesty in Council, humbly represented that the said Anti Dry Rot Company are now at very considerable expense proceeding to bring into use the said invention greatly to the benefit of the Public, and that although the aforesaid Letters patent of themselves severally extend to all His Majesty's Colonies and Plantations abroad, it is convenient, and, as regards some Colonies, conformable to usage, for the more effectual maintenance of the right thereby granted, that the said Letters patent, or certified Copies thereof should be respectively enrolled in the proper offices of Registry in His Majesty's several Colonies and Plantations abroad, and therefore praying that His Majesty would be pleased to make an order in Council for the enrolment of the said Letters patent, and of the specification thereon respectively or of certified Copies thereof, within His Majesty's Colonies and Plantations abroad respectively; His Majesty is therefore pleased by and with the advice

ordered that if the said Anti Dry Rot Company shall deposit or cause to be deposited in the Office of the Colonial Secretary, or in the Office for the Registration of Deeds within each of the several Colonies to which the Legislative authority of His Majesty in Council extends, true and perfect Copies of the said Letters patent, and specification, and if to such Copies so deposited there shall be annexed the Affidavit or Affidavits of one or more credible Witness or Witnesses to be sworn before the Colonial Secretary or Registrar of Deeds with whom the same may be deposited to the effect of such Witness or Witnesses having diligently compared such Copies with the original Letters patent and specification, and found the same to be true perfect and exact Copies thereof in every respect, (which Oath such Colonial Secretary or Registrar of Deeds is hereby authorised to administer,) then and in that case each and every copy of the said Letters patent, and specification respectively with the said Affidavit or Affidavits annexed shall, within the Colony in which the same shall be so deposited, be and be deemed taken and reputed to be to all intents and purposes as valid and effectual as the original of the said Letters patent, or specification if there exhibited and produced could or might be: And it is hereby further ordered that in all Courts and before all Judges, Justices, and others whom it may concern, in all those Colonies to which the Legislative Authority of His Majesty in Council extends, whenever and so often as it may be necessary to make proof of the said Letters patent or specification, it shall be competent for the Anti Dry Rot Company and their Assigns, to produce and give in evidence such Copies thereof so to be deposited as aforesaid in the Office of the Colonial Secretary or Registrar of Deeds of the respective Colonies.

And the Right Honorable Lord Glenelg one of His Majesty's principal Secretaries of State is to give the necessary directions herein accordingly.

C. C. GREVILLE.

*In the Supreme Court of  
New South Wales.*

**I** JOHN EDYE MANNING, Registrar of the Supreme Court at Sydney, in the Colony of New South Wales, do hereby Certify that, in accordance with the above written Order of the King's most Excellent Majesty in Council, JAMES BARROW SHAW, Esq., appeared before me at my Office for the Registration of Deeds, in and for the said Colony of New South Wales, on Saturday, the Sixteenth day of September instant, and then and there exhibited two Paper Writings, purporting to be true and perfect Copies of the several Letters Patent, and Specifications of the above written Order in Council; mentioned to each of which said Paper Writings was prefixed an affidavit, which the said JAMES BARROW SHAW, Esq., then and there, upon the Holy Evangelists, Swore and made Oath that he had diligently compared the Paper Writing to such Affidavit annexed, with the original Letters Patent and Specifications enrolled; and that he found the said annexed Paper Writing to be a

true, perfect, and exact Copy thereof in every respect. And I further Certify that, the said two Paper Writings, together with the Affidavits respectively affixed, have been by me deposited, and now remain of Record in the Office for the Registration of Deeds, in the said Colony of New South Wales.

In faith and testimony whereof, I have hereunto set my Hand, and caused my Seal of Office to be affixed at Sydney, this Eighteenth day of September, One Thousand Eight Hundred and Thirty-seven.

J. E. MANNING,  
*Registrar of the Supreme Court.*

CARR and ROGERS, Solicitors,  
*George-street, Sydney.*

*Colonial Secretary's Office,  
Sydney, 18th September, 1837.*

**T**HE GOVERNOR having been informed by the Reports of certain of the Commissioners of Crown Lands, that at the Stations beyond the limits of location, Overseers and other Persons in charge of Cattle and Sheep in those remote Districts, are not unfrequently guilty of detaining by force, in their Huts, and as their companions abroad, black women of the Native Tribes resorting to their neighbourhood, an offence not only in itself of a most heinous and revolting character, but in its consequences leading to bloodshed and murder. His Excellency has been pleased to direct the Commissioners to report the names of all Persons whom they shall find in any manner concerned in so abominable and unchristian a proceeding, in order that their Licenses may be immediately cancelled, and that they may be prosecuted under the Act, as illegal occupiers of Crown Lands, or otherwise, as the Law directs.

*By His Excellency's Command,*  
E. DEAS THOMSON.

*Colonial Secretary's Office,  
Sydney, 18th September, 1837.*

**T**HE undermentioned Cattle, the property of Thomas Connor, a Prisoner of the Crown by the ship *Medina*, whose Ticket-of-Leave has been cancelled, having been detained by the Police;—Notice is hereby given, that the same will be sold by Public Auction, at the Pound, Patrick's Plains, on Wednesday, the 27th instant, for the benefit of the parties to whom the said Connor was indebted, who will render an account of their claims to the Police Magistrate of the District, for investigation, within ten days from the date of sale, viz:—

One yellow and white Cow, two pieces cut out of the left ear, branded on the off rump PR, on the near ribs TC, has a female calf by her side unbranded.

One red-sided Cow, white back and belly, branded on the off rump and thigh PR, on the off ribs TC, has a bull calf by her side unbranded.

One black Cow, branded on the off rump TC, on the near shoulder DC, has a female calf by her side unbranded.

One black-sided Bull, white back and belly, white on the legs and tail, right ear slit, unbranded.

*By His Excellency's Command,*  
E. DEAS THOMSON.

*Colonial Secretary's Office,  
Sydney, 14th September, 1837.*  
**T**HE undermentioned Prisoners of the Crown have obtained Tickets-of-Leave since the last day of publication.

#### COUNTY OF CAMDEN.

STONEQUARRY.

Collcomb William, Grenada (1)

#### COUNTY OF CUMBERLAND.

PARRAMATTA.

Ferne Joseph, Indian

SYDNEY.

Crowe John, Albion (2)

WINDSOR.

Hille Simon, Malabar (1)

#### COUNTY OF NORTHUMBERLAND.

MAITLAND.

Harrington Henry S., Manlius to Van Diemen's Land

Isaacson John, Ocean (3)

*By His Excellency's Command,*

E. DEAS THOMSON.

*Colonial Secretary's Office,  
Sydney, 18th September, 1837.*

#### TICKETS-OF-LEAVE CANCELLED.

**T**HE Tickets-of-Leave granted to the following Prisoners have been cancelled for the reasons set against their respective names, viz:—

Bean James, Royal Charlotte, sentenced to work 12 calendar months in irons for stealing.

Kelliher Michael, Asia (8) neglect of muster.

Toffits Henry, Bussorah Merchant (1), sentenced to work 12 calendar months in irons for stealing.

Tyrell Lawrence, Countess of Harcourt (2) drunkenness.

Wood David, Sarah, sentenced to work 12 calendar months in irons, for breach of trust.

*By His Excellency's Command,*

E. DEAS THOMSON.

*Colonial Secretary's Office,  
Sydney, 19th September, 1837.*

**H**IS Excellency the GOVERNOR has been pleased to approve of the following alterations in the Police of the Colony, viz:—

*Parramatta.*—Thomas Taber to be District Constable in the room of Robert Haywood resigned, from the 1st instant; William Bragge to be Watch-house Keeper at Prospect, and Morris Hennessy to be ordinary Constable from the 1st instant.

*Windsor.*—Edward Armfield to be District Constable in the room of John Bullevant resigned; William Phipps to be ordinary Constable from the 16th instant, in the room of Armfield promoted.

*Bathurst.*—James Sharpe and Michael Cagney to be Constables from the 1st instant, in the room of William Clayton, resigned, and Patrick Fitzpatrick dismissed.

*Berrima.*—Edward Reardon to be Constable from the 1st instant, in the room of Daniel Standley, dismissed.

*Goulburn.*—John Nicholson, Constable, dismissed.

*Newcastle.*—Francis Bodenham to be Lock-up House-keeper in the room of Matthew Fraser dismissed.

*Patrick's Plains.*—John Hopkins to be Constable from the 4th instant.

*By His Excellency's Command,*

E. DEAS THOMSON.

# NOTICE OF HEARINGS.

THE undermentioned Cases having been postponed at the last Sitting of the Court, either for further hearing or on account of the non-attendance of the Parties interested, the Commissioners hereby give Notice of their intention to proceed in the investigation thereof on Thursday, the 28th day of September next, and following days, at eleven o'clock.

Case No. 28. James Norton, in behalf of Mrs. Andrew Allan, and others, in opposition to William Laycock.

- " 30. Baxter and wife.
- " 64. Richard Archbold, in opposition to Arthur Devlin.
- " 83. John Moat Wright, of Parramatta.
- " 94. Edward Field, junior, of Penrith.
- " 102. George Campbell Curlewis.
- " 107. Trustees of Alfred Cox.
- " 108. John Smith, and Mary his wife, in opposition to the Trustees of Harriet Weaver.
- " 111. John Steward, or Stewart, opposed by Hunt and Barber.
- " 115. W. H. Moore, Esq., of Sydney, Solicitor.
- " 117. Executors of the late James Atkinson, of Oldbury.
- " 118. Ditto.
- " 119. Ditto.
- " 120. George Yeoman, of Hunter's River, on behalf of Arthur Rotton.
- " 121. Walter Thomson, Esq., of Bateman's Bay, Settler.
- " 122. William Cains, of Prince-street, Sydney, opposed by Kenworthy and Lord.

By direction of the Commissioners,  
**JOHN THOMPSON,**  
*Secretary.*

*Sheriff's Office,  
Sydney, 19th September,*

*In the Supreme Court.*

**SMART v. GRAVES.**

AT the London Tavern, George-street, Sydney, on Tuesday, the 26th day of September instant, at 12 o'clock, unless this Execution be previously satisfied, the Sheriff will cause to be sold all the Estate, Right, Title, and Interest of the Defendant of in and to all that Piece or Parcel of Land situate at Burwood, within a quarter of a mile of Comer's Inn, having a frontage to the road leading from the above Inn, on the Parramatta Road to the Liverpool Road of 430 feet, by a depth of 330 feet; bounded on the south by the lands of Mr. Edrop; on the west by land purchased by Mr. Joseph Roberts; and on the south by a road dividing it from the property of Mr. Soole. Also, all that Piece or Parcel of Land, situate, lying, and being on the Parramatta Road, at the corner of Powell's Bridge, having a frontage to the main road of 55 feet, by a depth of 298 feet; bounded on one side by the land purchased by W. Marsh, and on the other by the property of Mr. Wood.

**ROBERT BLAKE,**  
*Under Sheriff.*

No. 294. September 20, 1837.

# ECCLESIASTICAL JURISDICTION.

William the Fourth, by the Grace of God, of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, &c.

To the next of kin of Thomas Henley, late of Sydney, mariner, deceased, and to all Christian People.

YOU are hereby cited that you appear personally, or by one of the Proctors of the Supreme Court of New South Wales, at the Court House, in King-street, Sydney, on the 23d day of September instant, at ten o'clock in the forenoon, and shew cause why all and singular the Goods and Chattels, Rights, Credits, and Effects of Thomas Henley, deceased, should not be granted to Harvey Henley, the brother of the said Thomas Henley, deceased.

Witness the Honorable James Dowling, Esq., our Acting Chief Justice of our said Supreme Court, this Eight Day of September, in the Eighth year of our Reign.

(Signed) **JOHN GURNER, (L.S.)**

*Chief Clerk of the Supreme Court.*

**GEORGE ROBERT NICHOLS,**  
*Proctor for Harvey Henley,*  
*George-street, Sydney.*

NOTICE is hereby given, that at a Court of Petty Sessions, held at Windsor this day, John Moore, holding a Conditional Pardon, has been appointed Poundkeeper for the Districts of North Richmond and Kurryjong, in the room of Henry Venus, who has resigned.

And Notice is further given, that at the expiration of one month from the date of this Notice appearing in the *Government Gazette*, the Pound for the above Districts will be removed from its present situation to the land occupied by the aforesaid John Moore, on the north side of Bell's Road, nearly opposite the old Pound.

**FRANCIS WALSH SMALL,**  
*Chief Clerk of Petty Sessions.*

*Court-house, Windsor,*  
*September 12, 1837.*

A LIST of Unclaimed Property now in Possession of the Sydney Police; if not claimed on or before the 13th day of October, 1837, they will be sold by Public Auction, in the Police Office Yard, on that day, by order of the Police Magistrates.

**GEORGE JILKS,**  
*Chief Constable.*

- 2 Beds
- 4 Pair Stays
- 2 Pieces Diaper
- 1 Piece of Irish Linen
- 1 Remnant of Stuff
- 1 Piece of Lining
- 3 Remnants Print
- 1 Ditto Waistcoating
- 5 Gowns
- 1 Chemise
- 2 Petticoats
- 2 Tablecloths
- 3 Blankets

8 Pairs of Trousers  
 3 Ditto (unmade)  
 2 Counterpanes  
 1 Bolt of Drill  
 1 Brass Candlestick  
 4 Plates and 1 Side Dish  
 1 Teapot  
 2 Cups and Saucers  
 1 Iron Pot  
 2 Tin Pots  
 1 Large Tin Dish  
 1 Lot Quarrymen's Tools  
 20 Shirts  
 8 Jackets  
 2 Bonnets  
 5 Old Hats  
 1 Piece of Ribbon  
 5 Pairs Stockings  
 21 Bags  
 8 Aprons  
 8 Pairs Socks  
 1 Pair Corduroy Trousers  
 7 Waistcoats  
 1 Night Gown  
 1 Woman's Collar  
 2 Remnants Calico  
 1 Ditto Print  
 1 Lot Cotton Balls  
 1 Hearth Rug  
 1 Old Umbrella  
 9 Shawls  
 24 Handkerchiefs  
 1 Remnant Green Stuff  
 2 Pairs Women's Shoes  
 3 Pairs Man's Boots  
 1 Old Great Coat  
 1 Saddle  
 1 Handsaw  
 1 Plane  
 1 Augur  
 1 Tortoiseshell Comb  
 1 Pea Jacket  
 1 Piece Print  
 The Broken Materials of some Condemned  
 Weights and Scales  
 1 Bed Wrench  
 And some Tea and Sugar  
**WATCHES.**  
 A Silver Watch, capped, maker's name—Hanson,  
 London.  
 A Hunting Ditto, maker's name—Richardson.  
 A Silver Ditto, maker's name—Johnson, London.  
 A Hunting Ditto, maker's name—Spencer, Ditto.  
 A Silver Ditto, maker's name—Gibson, Ditto.  
*Police Office, Sydney. }*  
*16th Sept., 1837. }*

#### STOLEN OR STRAYED,

*From Jingery, near Molonglo Plains, on or about  
the 1st of August.*

**A BLACK CLYDESDALE MARE**, near  
hind heel white, branded JD under the  
off mane. If stolen, a Reward of Ten Pounds will  
be paid by me, the undersigned, on Conviction of  
the Party or Parties stealing her; if strayed, Five  
Pounds will be paid on her recovery.

**JOSEPH DOCKER.**

*Windsor, September 4, 1837.*

*Principal Superintendent of Convicts' Office.*

*September 19, 1837.*

**THE** undermentioned Prisoners having absconded  
from the individuals and employments set against  
their respective names, and some of them being at large  
with stolen Certificates and Tickets of Leave, all Con-  
stables and others are hereby required and commanded  
to use their utmost exertion in apprehending and lodging  
them in safe custody. Any person harbouring or em-  
ploying any of the said Absentees, will be prosecuted as  
the law directs.

**J. M'LEAN,**

*Principal Superintendent of Convicts.*

Taylor Thomas, alias Henley Thomas, Minerva (5),  
30, Newcastle-upon-Tyne, writing master, 5 feet 7½  
inches, sallow comp., brown hair, grey eyes, charged  
with forgery, from No. 7 Road Party, since February  
27, 1833.

Christian Henry, alias Stephens John, Isabella (2),  
29, Dublin, shoemaker, 5 feet 3¼ inches, fair comp.,  
brown hair, grey eyes, from Moreton Bay, since June 30,  
1832.

Bishop Benjamin, Malabar, (1), 35, London, uphols-  
terer, 5 feet 11½ inches, ruddy comp., brown hair, dark  
eyes, from Moreton Bay, since November 5, 1830.

Morrissey Edward, Borodino, 28-1105, 33, Kilkenny,  
clerk, 5 feet 7¼ inches, sallow comp., brown hair, hazel  
eyes, at large with a Pass from the Police Magistrate,  
Bathurst, since July 1834.

Cunningham Arthur, Ann Emella, and Alligator,  
county Tyrone, farm labourer, 5 feet 5½ inches, florid  
comp., reddish brown hair, hazel eyes, supposed to have  
escaped in the *Nimrod* Whaler, under the assumed  
name of Kelly, in September 1835, from Hobart Town.

Glossop James, alias Glossop, Dunvegan Castle (1),  
30-419, 31, Leicester, hairdresser, 5 feet ½ inch, ruddy  
comp., brown hair, grey eyes, crucifixion on upper  
part, man, woman, anchor and other marks lower part  
of right arm, crucifixion upper part of left, woman,  
flowerpot and letters, lower part of left arm, from the  
custody of a constable on his way to the House of Cor-  
rection, Sydney, since March 10, 1836.

Crisp Amos, Ocean (1), 26, Suffolk, gardener, 5 feet  
5½ inches, florid comp., brown hair, hazel eyes, charged  
with cattle-stealing, from Hyde Park Barracks, since  
March 6, 1836.

Jeffreys George, Hive (1), 34-758, 35, Devonshire,  
seaman and farm labourer, 5 feet 3½ inches, dark sallow  
comp., brown to grey hair, hazel eyes, nose inclining a  
little to the left side, scar betwixt the eyebrows, blue ring  
left little finger, left fourth and little fingers contracted,  
PJME cocoa-nut tree and H N inside lower left arm,  
anchor back of ball of left thumb, scar back of left  
forefinger, from Goat Island, since July 17, 1836.

Johnson Samuel, Hive, 34-889, 24, Chelsea, plasterer,  
5 feet 1½ inch, ruddy comp., brown hair, grey eyes,  
nose large and inclining a little to the right side, small  
mole under right ear, anchor inside lower right arm, SH  
inside lower left arm from Goat Island, since July 17,  
1836.

Brown Henry, Henry Tanner, 34-2057, 31, London,  
seaman, 5 feet 1½ inch, dark sallow and pockpitted  
comp., brown hair, hazel eyes, scar over inner corner of  
right eyebrow, whiskers meeting under the chin, breast  
hairy, from Goat Island, since July 17, 1836.

Percy Henry, Roslin Castle (3), 34-1937, 24, Glas-  
gow, stonemason, 5 feet 3½ inches, sallow comp., brown  
hair, hazel eyes, lost one front upper tooth, slight scar  
on left cheek, scar on left thumb, from Goat Island,  
since July 17, 1836.

Thorp Charles, Georgiana, 37, Nottingham, ware-  
houseman, 5 feet 8¼ inches, florid comp., brown hair,  
grey eyes, red whiskers, visage long, forehead wide  
and perpendicular, from His Majesty's Hulk Phoenix,  
since November 11, 1836, while under sentence of trans-  
portation for life.

Jackson James, Prince Regent, 36, Shropshire,  
farmer, 5 feet 7¼ inches, fair sallow comp., light brown  
hair, hazel eyes, from Hyde Park Barracks, since May,  
1837, second time of absconding.

Hoffman John, Bengal Merchant (1), 35-656, 26,  
Surry, boat builder, 5 feet 3¼ inches, dark ruddy  
comp., brown hair, brown eyes, mouth small, nose  
thick, ship, woman and spear lower right arm, top of  
right fourth and little fingers crooked, blue ring right



darts, two birds, from Woolloomoolloo Gang, since June 7:

Brown alias Jones alias Anterson William, James Pattison, 30-78, 50, Beverly, Yorkshire, seaman, 4 feet 8½ inches, ruddy and freckled comp., sandy to light brown hair, hazel eyes, scar over right eyebrow and top of left knee-joint, from Hyde Park Barracks, since July 9.

Brian James, Eliza (5), 20-1208, 30, Clonmell, shoemaker, complete, 5 feet 9½ inches, ruddy and freckled comp., sandy hair, light hazel eyes, scar between eyes and right eyebrow, from J. Dwyer, Appin, since August 20, second time of absconding.

Bull John, Henry Porcher (2), 35-48, 23, Kent, bricklayer's laborer, 5 feet 2½ inches, brown and freckled comp., brown hair, grey eyes, fish, J. B inside lower right arm, J. B and anchor inside lower left arm, from H. K. Hughes, Cox's River, since September 5.

Creagh James, Waterloo (4), 86-1976, 30, County Cork, farm servant, 5 feet 4½ inches, dark ruddy and little pockpitted comp., brown hair, hazel eyes, small scar under outer corner of right eyebrow, from J. Coomer, Mittagong, since September 4.

Davis Jonathan, Royal Sovereign (2), 35-3066, 30, Essex, butcher and clerk, 5 feet 3½ inches, ruddy and pockpitted comp., light brown hair, grey eyes, breast a little hairy, two scars ball of left thumb, from M. Mahoney, Pitt-town, since September 14.

Dalziel alias Daisley William, Susan (1), 34-1447, 22, Glasgow, shoemaker's boy, 5 feet 5½ inches, ruddy and freckled comp., light brown hair, hazel eyes, small pockmark back of left hand, scar back of neck, from J. B. Bettlington, Merton, since August 30.

Delaney William, Parmelia (2), 34-647, 22, Queen's County, laborer, 5 feet 3½ inches, dark sallow and freckled comp., dark brown hair, dark hazel eyes, nose thick, scar left collar bone, from Australian Agricultural Company, Williams' River, since September 11.

Ford John, City of Edinburgh (2), 32-367, 22, City of Dublin, carpenter's boy, 5 feet 1½ inch, dark and freckled comp., dark brown hair, hazel eyes, lost a front tooth left side of upper jaw, E M on lower left arm, upper lip thick, from Australian Agricultural Company, Williams' River, since September 11.

Forbes William, Henry Tanner, 34-2056, 22, Yorkshire, ropemaker, 5 feet 6 inches, ruddy and freckled comp., brown hair, grey eyes, two scars right eyebrow, scar outside right eye, few dark moles left cheek, W T inside lower right arm, from Australian Agricultural Company, Williams' River, since September 11.

Halfpenny Mary Ann, alias Ann Parker alias Mary Keefe, Elizabeth (5), 36-426, 41, Limerick, kitchenmaid in public house, 5 feet, ruddy and freckled comp., brown hair, hazel eyes, lost the front upper teeth, nose short, scar between fore and middle fingers of left hand, from W. Morgan, Sydney, since September 13.

Johnson alias Elshy alias Helsby William, Captain Cooke (1), 32-949, 26, Liverpool, watchmaker and parish clerk, 5 feet 4½ inches, dark sallow comp., dark brown hair, hazel eyes, scar back of right thumb, scar ball of left thumb, from J. Oatley, Sydney, since September 16.

Johnson Samuel, Lady Nugent, 35-1608, 20, Lancashire, cotton spinner, 5 feet 4 inches, sallow and pockpitted comp., light hair, hazel eyes, scar right eyebrow, scar back of left hand, mark of a burn back of right hand near the thumb, from N. Macleod, Goulburn, since August 24.

Moyler John, alias Moylan, Surry (8), 30-1070, 21, Dublin, stable-boy, 5 feet 5½ inches, ruddy freckled and pockpitted comp., brown hair, hazel eyes, scar back of fore middle and fourth fingers of left hand, from J. Hillier, Upper Williams' River, since September 5.

Miller George, alias Millner, Recovery (3), 36-865, 27, Yorkshire, farm servant, 5 feet 4 inches, ruddy and pockpitted comp., dark brown hair, hazel eyes, lower front teeth irregular, scar back of fore finger of right hand, breast hairy, backs of hands pockpitted, from T. Holmes, Upper Williams' River, since September 10.

M'Namara Mathias, Hive (2), 35-3197, 25, County Clare, laborer, 5 feet 7½ inches, ruddy and freckled comp., brown hair, hazel eyes, M x and three dots back of left hand, from J. Hillas, Bannalee, Argyle, since September 6.

common, allwork, 5 feet 2½ inches, ruddy and pockpitted comp., dark brown hair, hazel eyes, lost part of two front teeth in upper jaw, blue raised spot back of left wrist, from W. B. Butler, Sydney, since September 17.

Shaw Samuel, Lady Nugent (1), 35-236, 28, Ipswich, cutler and soldier, 5 feet 8 inches, ruddy and freckled comp., light brown hair, grey eyes, scar left side of month, scar outside right eye, lost one front upper tooth, D under left arm, mole back of left side of neck, scar on upper, sun half moon seven stars woman and anchor lower right arm, scar back of right wrist, mermaid on upper, man woman S x J x E M S II A W angel and fish lower left arm, dot back of left hand, ring fourth finger of same, nails short, from G. Galbraith, Maneroo, since April, 1837.

Sproston Daniel, Aurora, 34-2645, 23, Cheshire, silk-weaver, 5 feet 6 inches, fair ruddy comp., brown hair, hazel eyes, eyebrows partially meeting, bird woman A S D S inside lower right arm, mermaid inside lower left arm, scar on small of left leg, large brown mark outside same, from H. Perrier, Bathurst, since September 7.

Thompson William, Marquis Hastings, 27-1266, 39, Hull, tailor and sailor, 5 feet 5½ inches, ruddy and freckled comp., brown hair, blue eyes, little finger of right hand wanting, small scar over left side of upper lip, from Hyde Park Barracks, since September 15.

Telford Alexander, Warrior, 35-3002, 30, Belfast, weaver and soldier, 5 feet 7½ inches, dark sallow comp., dark brown mixed with grey hair, brown eyes, small scar knuckle of right hand, from Chief Justice Forbes, since September 1.

Wilson Edward, Lord Melville (3), 30-1084, 26, Leeds, whitesmith, 5 feet 1½ inch, ruddy and freckled comp., brown hair, dark grey eyes, anchor and E V indistinctly marked on right arm, from J. Urquhart, Sydney, since September 13.

THOMAS RYAN, Chief Clerk.

#### LIST OF RUNAWAYS APPREHENDED DURING THE LAST WEEK.

Ashley Robert, Susan (2), from A. Mossman, Maitland  
Clarke William, Planter, P. Elliott, Goulburn  
Grimes Ellen, Elizabeth (5), W. Ferrynough, Sydney  
Hargraves John, Lady Harewood (2), Escort from Parramatta to Windsor  
Loughton John, Marquis Huntley (4), T. Wealand, South Head Road  
Moran Benjamin Francis, Strathfieldsay, T. B. Wilson, Braidwood  
Manley Bartholomew, James Laing, the Estate of the late J. A. Edwards, Bangalore  
Mahony Timothy alias Thomas M'Manus, Earl Grey, Colonel Morisset, Bathurst  
Murphy James, Neva, R. Pringle, Jerry's Plains  
Pollitt alias Hampson Hamlett, Lady Nugent (1), Stockade, Illawarra  
Royal Henry, Champion, H. Macarthur, Goulburn  
Ross Sarah, Henry Wellesley, T. Day, Sydney  
Stubbs Charles, Countess Harcourt (5), Seven-mile Hollow Road Party

THOMAS RYAN, Chief Clerk.

#### STATE of the Female Factory, Parramatta, on the 16th day of September, 1837.

Under Colonial Sentence .....	381
In Solitary Confinement .....	2
Confined by Order of the Keeper .....	0
Nursing Children .....	30
Number Assignable .....	16
Number not Assignable .....	48
In Hospital .....	26

Total number of Women .....

Children under One Year .....	63
Ditto under Three Years .....	8

Total number of Children .....

THOMAS BELL, KEEPER.

One red-sided Heifer, white back and belly, brand  
1R off hip, J H near hip.

One Cow, black sides, white tail and belly, the letter  
preceding H illegible off hip, G T P off rump.  
One brindle Bullock, brand near rump illegible.  
One yellow Bullock, brand near rump L

One yellow Bullock, white tail, near ear slit, brand FB  
off thigh.

One red Bullock, white belly and tail, brand near  
rump J C, off rump I V, off eye blind.

WS

One red Steer, white face flank and thighs, brand off  
rump illegible.

One red strawberry Heifer, white tail and hind legs,  
brand C M off rump.

One light red-sided Steer, white back, belly and tail,  
brand 8 off rump.

One light strawberry Heifer, brand J H near ribs

One red and white spotted Steer, brand C M off rump.  
One brindle Heifer, white on back and tail, brand C M  
off rump.

One red poley Cow, an illegible brand off rump, and  
J M off thigh, near ear cropped.

One black Cow, white tail and belly, the letter pre-  
ceding H illegible off hip, a bull calf with her, no  
brand.

One red snail-horned Bull, white on the rump and belly,  
brand on off rump I x F

One dark brindle and white Bull, ear marked, brand  
on the near rump O

33

Five pounds damage on each of the Bulls.  
If the above Cattle are not released previous to the  
10th of October, at noon, they will be sold at the Pound  
to defray expenses, according to the Act.

JAMES MARSDEN, Poundkeeper,  
Goulburn, September 13, 1837. [17s. 3d.]

IMPOUNDED at Parramatta, September 11, 1837—

One large bay Mare, aged, black legs, long tail, a  
few white spots on the back, appears to be heavy in  
foal, is very quiet, no brand legible.

One black Filly, white star on the forehead, long  
tail, about three years old, not broken in, appears to be  
the foal of the above mare, no brand legible.

One light grey Filly, about three years old, black  
legs, mane, and tail, two hind feet white, not broken in,  
is very wild, no brand legible.

One chestnut entire Colt, long tail, light coloured  
mane, white star on the forehead, and branded on the  
off shoulder C or G, about two years old. Damages on  
this entire Colt Five Pounds.

If these Cattle are not claimed or released in twenty-  
one days from this date, they will be sold at the Pound  
to defray expenses, agreeable to the Act of Council.

JOHN WALKER, Poundkeeper.  
Parramatta, September 13, 1837. [11s. 9d.]

IMPOUNDED at Maitland the following Cattle, viz.

One red and white, branded [1] off rump, No. 21  
ribs off side.

One red and white Bullock, star on forehead, brand  
TN near rump.

One strawberry Bullock, white back, belly, tail, and  
face, branded ML near rump.

One snail-horned working Bullock, white back, belly,  
and tail, brand S4S shoulder off side, and No. 92.

One brown poley Cow, white back, belly, and tail,  
split ears, brand H off rump.

One red Bullock, star on forehead, no brand.

One spotted poley Cow, white back, belly, and tail,  
brand DH off rump,  $\frac{m}{m}$  rump near side, and No. 114  
hip near side, with a female calf by her side, strawberry  
colour and white tail.

One black Cow, piece off both ears, brand LR off  
rump, with a brown bull calf by her side about nine  
months old.

If the above Cattle are not released in twenty-one  
days from this date, they will be sold at the Pound to  
defray expenses, agreeable to the Act of Council.

DENIS COLLINS, Poundkeeper.  
Maitland, September 20, 1837. [13s. 3d.]

One red-sided Bullock, white belly, branded on off rump  
RL conjoined.

One red-sided Bullock, white back and belly, branded  
on off rump RL conjoined.

One red-sided Bullock, white spotted back, white  
belly, branded on off rump RL conjoined.

One red and white spotted Steer, branded on off  
rump RL conjoined.

One dark brindle Bullock, branded on off rump RL  
conjoined.

One red-sided Bullock, white back, belly, and face,  
branded on off rump RL conjoined.

One light red-sided Bullock, white speckled back  
and belly, snail-horned, branded near thigh AE, on off  
thigh AML, the two last letters conjoined. He has  
lately been worked.

If not released within twenty-one days from this  
date, they will be sold at the Pound to defray expenses.

JOHN MURRAY, Poundkeeper.  
Redbank, September 8, 1837. [12s. 3d.]

IMPOUNDED from off the Estate of Robert Craw-  
ford, Esq., Hillend—

A red Bull, with a white tail, branded ID on the  
rump off side. There has been Five Pounds damages  
laid on this Bull.

If not claimed and released within twenty-one days  
from this date, he will be sold at the Pound to defray  
expenses.

SAMUEL KAINES, Poundkeeper.  
Prospect, September 13, 1837. [9s. 6d.]

IMPOUNDED at the Cowpasture Bridge Pound, on  
the 11th September—

One brown and white Cow, branded EH near ribs,  
illegible off rump, with a red and white bull calf by her  
side.

One light red and white spotted Bullock, brand ille-  
gible off rump.

One poley brindle Cow, white rump, belly, and tail,  
brand apparently OXL or CXL off ribs, and apparently  
braided on off shoulder but illegible, with a light red  
bull calf by her side.

One red and white spotted Cow, wide horns, brand  
T

apparently KR off rump, and apparently EH near ribs.

One black Cow, white back, belly, and tail, brand  
apparently ST off rump, with a dark brown or black  
male calf by her side.

If the above are not released by the 5th October, they  
will be sold at the Pound to defray expenses.

12s ] J. G. PETINGALE, Poundkeeper.

IMPOUNDED at Stonequarry, September 12, 1837—

One brown-sided Bullock, little white on the back,  
face, and belly, legs white, piece off the tail, the rump  
cut, no brand to be seen.

If the above Bullock is not released before the 11th  
of October, he will be sold at the Pound to defray  
expenses.

ARTHUR WALKER, Poundkeeper.  
September 18, 1837. Postage 7d. [9s. 3d.]

IMPOUNDED at Patrick's Plains, the following  
Cattle, viz.—

One brown yearling Heifer, brand on off shoulder  
illegible.

One yellow Bullock, branded off thigh G7.

One strawberry Bullock, branded off thigh G7.

One bay Colt, little white on forehead, long mane  
and tail, light muzzle, branded near shoulder W'R.

If not released on or before the 6th October next,  
they will be sold agreeable to the Act of Council.

JOHN LUMLEY, Poundkeeper.  
Patrick's Plains, September 11, 1837. [10s.]

IMPOUNDED at Petersham—

One red Cow, branded on the hip RC, on the other  
—C conjoined, on the shoulder □.

One black Cow, with a few white spots, branded on  
the hip CS, on the other apparently SR.

If not released in twenty-one days from this date, they  
will be sold at the Pound to defray expenses.

WILLIAM TAVERNER, Poundkeeper.  
Petersham, September 13, 1837. [9s. 3d.]

1 One red and white Bull, horns turned down, growing in towards both cheeks, near ear split, off ear piece cut off, branded H near rump, and RL conjoined off rump.

2 One red Bullock, branded T off rump, and MD con-

joined on the ribs same side, top of right ear slit.

2 One yellow Steer, branded T off rump, and MD conjoined on ribs same side.

2 One red working Bullock, branded off rump CT, one small spot of white in the forehead, and one small spot of white on the rump, one horn pointing down, off shoulder apparently 72.

One red and white working Bullock, branded near rump DOD, branded illegibly same thigh.

One yellow sided Cow, white back and belly, branded g2 near thigh, with a Bull Calf by her side.

One red and white Steer, branded apparently S8 near ribs, underneath illegibly.

One yellow and white poley Cow, branded on the ribs near side 39, underneath illegibly, JB in a circle near thigh.

One brown and white Cow, a piece cut off the back of both ears, branded C on both ribs, illegible brand off rump.

One dark brindle Bullock, top of right ear cut off, branded SC off rump, illegible brand near shoulder.

One black and white poley Cow, with a female Calf by her side, branded off shoulder illegibly, a piece cut off both ears and tail cut off.

If not released on or before the 26th of September, they will be sold agreeable to the Act of Council.

JOHN LUMLEY, Poundkeeper.  
Patrick's Plains, September 1. Postage 10d. [15s. 6d.]

1 IMPOUNDED at Paterson's Plains, 29th August, 1837—

One brindle Bullock, with wide horns, large white spot on the forehead, white back, belly, tail, and off hind leg, brand IR near rump.

One black Bullock, white back, belly, tail, both hind legs, and inside of both fore legs, motley about the head, branded on near rump something like the letter H and another letter, neither of them legible.

One black Bullock, with a small white stripe on the back, and small star on the forehead, branded D= on the rump, g on the hip near side.

One black Cow, with small hoop horns, branded CW on the off hip.

One white Heifer, brown about head, neck, top of shoulders, rump, and hind parts of the hips and thighs, branded CP near rump.

One light strawberry Heifer, no brand.

One light strawberry Calf by her side, about five months old, no brand.

One brown poley Heifer, a small white stripe on the back and belly, and a small white circle round both hind legs, branded C off rump.

H

If the above described Cattle are not claimed and released on or before the 21st day of September, they will be sold at the Pound to defray expenses, according to Act of Council.

14s. 6d.]

WM. SPENCE, Poundkeeper.

1 IMPOUNDED at Liverpool—

One Bullock, dark brindle or red, down horns, branded AM No. 31 off thigh, very poor.

One Bullock, red, off horn down, near horn turns nward, star on the forehead, branded AM No. 31 off thigh. Both workers.

ALSO,

One Bullock, red, white belly, wide horns, branded off side on the ribs M in a circle, illegible brand off hip.

One Bullock, dark red sides, white back, belly, and head, red ears, wide horns, branded on the ribs off side M in a circle. Damages, 10s.

If not claimed and expenses liquidated before the 6th of October next, they will be sold at the Pound here, at twelve o'clock, to defray the same.

WALTER SHUTT, Poundkeeper.

Liverpool, September 12, 1837.

[11s. 3d.]

No. 294. September 20, 1837.

1 One red and white Bull, horns turned down, growing in towards both cheeks, near ear split, off ear piece cut off, branded H near rump, and RL conjoined off rump.

One white Cow, red ears, branded H near shoulder, with a yearling female Calf by her side, strawberry colour, no brand.

One strawberry Bull, about two years old, a bit broken off the off horn, no brand.

One dark brindle Cow, near horn bent down, branded RL conjoined off rump, with a female Calf by her side, about nine months old, brindle and white, no brand.

One black and white Bullock, branded B near rump.

One red Bullock, white belly and part of the tail, spot of white on tip of rump, branded CC rump off side.

One strawberry Bullock, white back, belly and tail, white face, short small horns, appears to have had his jaw broken, branded PS near rump.

One dark brown Bullock, white back, belly, and tail, branded C within a diamond with a letter not legible.

If the above Cattle are not released within twenty-one days from this date, they will be sold at the Pound to defray expenses, agreeable to the Act of Council.

DENIS COLLINS, Poundkeeper.

Maitland, September 1, 1837.

[15s. 9d.]

1 IMPOUNDED at Liverpool—One red Bullock, white belly, point near horn broke off, the off horn cracked, branded No. 55 near hip, WP off hip, off shoulder not legible.

Also, a light brindle Bullock, white belly and back, very wide horns, brand on the near hip not legible; he appears to have been dragged and treated with violence. They are both very poor.

If not claimed and expenses liquidated before the 29th instant, they will be sold at the Pound, at twelve o'clock, to defray the same.

WALTER SHUTT, Poundkeeper.

Liverpool, 5th September, 1837.

[10s. 3d.]

1 IMPOUNDED at Hillend, district of Merton—

One red Bullock, branded on the off hip V, and on the near thigh PP. Damages laid at ten shillings.

If not claimed on or before the 28th day of September, it will be sold on that day to defray expenses.

Signed for Mr. William Vivers, Poundkeeper,

HENRY GRACE.

Hillend, September 4, 1837.

[9s.]

1 IMPOUNDED at Bankstown—One light bay Horse, branded ITH on left shoulder.

One red Cow, short horns, branded M on right hip, WB left hip.

One black poley Cow and Calf, left ear bitten off, branded W right hip.

One strawberry Cow and Calf, branded RT left hip, not legible.

One dark brown Cow, left ear slit, branded H right hip, not legible.

If not claimed in twenty-one days, they will be sold on Saturday, the 16th day of September, to defray expenses.

WM. WALKER, Poundkeeper.

Bankstown, August 24, 1837.

[10s. 9d.]

1 IMPOUNDED at Muscleebrook, on the 6th instant;—

One white and brindle Calf, branded IC off hip.

7  
One dark brindle Calf, branded as above.

One light brindle Calf, branded as above.

One red sided Calf, branded as above.

One black Calf, branded as above.

One yellow Calf, branded as above.

One white and brindle Calf, branded as above.

One red Calf, branded as above.

If not claimed and released on or before Saturday, the 30th of September, they will be sold at the Pound to defray expenses.

CHARLES RIDGWAY, Poundkeeper.

Muscleebrook, September 7, 1837.

[10s. 9d.]

**I**MPOUNDED at Bathurst Pound, the following  
Cattle and Sheep, viz.—

One red-sided Heifer, three years old, white back,  
belly, tail, face, and legs, brand off hip RS, near hip IS,  
near shoulder illegible.

One white Bullock, aged, yellow spots, blind off eye,  
brand near hip CW. Damage laid Two Pounds.

One brown Bullock, rising three years old, mottled  
back and legs, white tail, brand near thigh O.

One brown-sided Cow, aged, white back and belly,  
mottled legs and grey face, brand off hip WF, near hip  
illegible.

One yellow and white Cow, three years old, cock  
horns, brand near hip MB or MZ, with a red Heifer  
Calf, not branded.

One red Steer, two years old, brand near hip illegible.

One red and white Heifer, two years old, no brand  
perceptible.

Five Ewe Lambs, no brand nor ear mark.

If not released within twenty-one days from this  
date, the above will be sold to defray expenses, agree-  
able to Act of Council, No. 3.

JAMES BLACKMAN, Sen., Poundkeeper.  
Bathurst, August 31, 1837. [13.]