



S U P P L E M E N T
 TO THE
NEW SOUTH WALES
GOVERNMENT GAZETTE,
 OF WEDNESDAY, AUGUST 12, 1840.
 Published by Authority.

SATURDAY, AUGUST 15, 1840.

*Colonial Secretary's Office,
 Sydney, 15th August, 1840.*
FORMS OF DEEDS.

HIS Excellency the GOVERNOR directs that the following FORMS OF DEEDS, to be used in lieu of those enumerated in the Government Notice of 1st November 1838, be published for general information.

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

NO. I.—GRANT OF LAND—A.
 (For all Grants prior to the 18th May, 1825.)

GRANTEE, DATE,	}	<i>VICTORIA, by the Grace of God of the United Kingdom of Great Britain, and Ireland, Queen, Defender of the Faith, and so forth :</i>
COUNTY, ACRES,	}	<i>To all to whom these Presents shall come, Greeting :—</i>

KNOW YE, THAT in order to promote the due settlement of our Territory of NEW SOUTH WALES, and in fulfilment of a Promise, made on or before the _____ day of _____, one thousand eight hundred and _____, by His Excellency _____ as Governor thereof, and in consideration of the Quit-rent hereinafter reserved, and of the price of the redemption of the same, We, of Our special grace, HAVE GRANTED, and for Us, Our Heirs, and Successors, DO HEREBY GRANT unto _____ of _____ h Heirs and Assigns, subject to the Conditions, Reservations, and Provisos hereinafter mentioned, ALL THAT Piece or Parcel of Land in our said Territory, containing by ad-measurement _____ Acres, be the same more or less, situated in the County of _____ and Parish of _____

to be called _____ with all the Rights and Appurtenances whatsoever thereto belonging, To Hold unto the said _____ h Heirs and Assigns for ever, YIELDING and paying therefor yearly unto Us, Our Heirs, and Successors, the Quit-rent or Sum of _____ Sterling for ever, from the _____ day of _____ one thousand eight hundred and _____ unless the same shall be redeemed by the said Grantee, h Heirs or Assigns, within twenty years from that date, at the rate of twenty years' purchase; *Provided nevertheless, AND WE DO HEREBY RESERVE* unto Us, Our Heirs, and Successors, all such parts and so much of the said Lands as may hereafter be required for a Public Way or Public Ways in, over, and through the same, to be set out by the Governor for the time being of Our said Territory, or some person by Him authorised in that respect; AND ALSO, all Stone and Gravel, all Indigenous Timber, and all other Materials, the produce of the said Land, which may be required at any time or times hereafter for the construction and repair of Ways and Bridges, for Naval purposes, and for Public Works, together with the right of taking and removing the same; AND ALSO, the right of full and free ingress, egress, and regress into, out of, and upon the said Land, for the several purposes aforesaid; AND WE DO FURTHER RESERVE unto Us, Our Heirs, and Successors full power for Us, or Them, or for the Governor for the time being of Our said Territory, to resume and take possession of all or any part of the said Land not hereinbefore reserved, which may be required at any time or times hereafter, for any public purpose whatsoever, the value of the said Land not hereinbefore reserved, or for so much thereof as shall be so required, and of any Building standing on the said required Land, being paid by the Government to the Party entitled thereto, at a Valuation fixed by Arbitrators chosen as hereinafter men-

tioned: in which Valuation the benefit to accrue to the said Party from any such Public Purpose shall be allowed by way of Set-off: AND WE DO HEREBY DECLARE, That in every case of Arbitration which shall arise under and by virtue hereof, One Arbitrator shall be chosen by the Governor for the time being of our said Territory, and One by the then Owner or Owners of the said Land, or of such part thereof as may be thereby affected, which two Arbitrators (before they proceed to the said Arbitration) shall elect an Umpire, who shall determine any disagreement between the Two said Arbitrators: But if the said Owner or Owners shall refuse or neglect to choose an Arbitrator on his, her, or their part, within One Calendar Month after being required so to do by Public Advertisement in the Government Gazette or otherwise, Or, if such Arbitrator being chosen shall refuse or neglect to act, and within One Calendar Month determine the matter to him referred, then both Arbitrators shall be chosen by the Governor for the time being of Our said Territory, which said last mentioned Arbitrators shall also elect an Umpire in the manner and for the purpose above-mentioned; And if any Umpire shall refuse or neglect to act, and within One Calendar Month determine the matter to him referred, the Arbitrators for the time-being, whether chosen one by each Party or both by the Governor of Our said Territory, shall in every such case forthwith elect another Umpire, in the same manner, for the same purpose, and subject to the same condition, as the Umpire first elected as aforesaid: PROVIDED ALWAYS, THAT if the aforesaid Quit-rent shall be at any time unpaid for the space of twenty Days after the same shall become due, (although no formal demand shall have been made thereof), it shall be lawful for Us, Our Heirs, and Successors, by our Governor for the time being of Our said Territory, or some Person by Him authorised in that behalf, to re-enter upon the said Land, or any part thereof, with its appurtenances, and thence to remove the said Grantee, h Heirs and Assigns, and to hold the same, and the Rents, Issues, and profits thereof to have, receive, and take to and for the use of Us, Our Heirs and Successors, until We or They shall therewith and thereby be fully paid and satisfied the Quit-rent due thereon and every part thereof, and all Arrears of the same, due at the time of Our said Entry, or which shall accrue due during the time of Our possession by virtue thereof, together with all costs and charges attending the non-payment of the said Quit-rent, and Our Entry upon the said Land: PROVIDED ALSO, that if the Conditions, Reservations, and Provisos herein contained, or any part thereof, be not duly observed by the said Grantee, h Heirs and Assigns, then the said Land shall be forfeited and revert unto Us, Our Heirs and Successors, and these Presents, and every matter and thing herein contained shall cease and determine, and become absolutely void to all intents and purposes, and it shall be lawful for Us, Our Heirs and Successors, by Our Governor for the time being of Our said Territory, or some Person by Him authorised in that behalf, to re-enter upon the said Land or any part thereof, and the said Grantee, h Heirs and Assigns, and all occupiers thereof, therefrom wholly to remove; In testimony whereof, WE have caused this, Our

Grant, to be Sealed with the Seal of Our said Territory.

WITNESS Our Trusty and Well-beloved Sir GEORGE GIPPS, Knight, Our Captain General and Governor-in-Chief of Our said Territory and its Dependences, at Government House, Sydney, in New South Wales aforesaid, this Day of in the Year of Our Reign, and in the Year of Our Lord One thousand eight hundred and

NO. 11—GRANT OF LAND—B.

(For all Grants subsequent to 18th May, 1825.)
 GRANTED, } VICTORIA, by the Grace of
 DATE } God of the United Kingdom of
 Great Britain and Ireland,
 Queen, Defender of the Faith,
 and so forth:

COUNTY, } To all to whom these Presents shall
 ACRES, } come, Greeting:—

KNOW YE, THAT in order to promote the due settlement of Our Territory of NEW SOUTH WALES, and in fulfilment of a Promise made on or before the day of one thousand eight hundred and by His Excellency as Governor thereof, and in consideration of the Quit-rent hereinafter reserved, and of the Price of the redemption of the same, WE, of Our special Grace HAVE GRANTED, and for Us, our Heirs and Successors, DO HEREBY GRANT unto of h Heirs and Assigns, subject to the Conditions, Reservations, and Provisos hereinafter-mentioned, ALL THAT Piece or Parcel of Land in Our said Territory, containing by admeasurement Acres, be the same more or less, situated in the County of and Parish of

to be called with all the Rights and Appurtenances whatsoever thereto belonging, to HOLD unto the said h Heirs and Assigns for ever YIELDING and paying therefor yearly unto Us, Our Heirs and Successors, the Quit-rent or Sum of Sterling for ever, from the day of one thousand eight hundred and unless the same shall be redeemed by the said Grantee, h Heirs or Assigns, within twenty years from that date, at the rate of Twenty Years' Purchase; PROVIDED nevertheless, AND WE DO HEREBY RESERVE unto Us, Our Heirs and Successors all such parts and so much of the said Lands as may hereafter be required for a Public Way or Public Ways, in, over, and through the same, to be set out by the Governor for the time being of Our said Territory, or some person by Him authorised in that respect; AND ALSO, all Stone and Gravel, all Indigenous Timber, and all other Materials the produce of the said Land, which may be required at any time or times hereafter for the construction and repair of Ways and Bridges, for Naval Purposes, and for Public Works, together with the right of taking and removing the same; AND ALSO, all Land within one hundred feet of high water mark on the Sea Coast, and on every Creek, Harbour, and Inlet of the Sea: AND ALSO, all Mines of Gold, of Silver, and of Coals, with full and free liberty and

power to search for, dig, and take away the same ; AND ALSO, the right of full and free ingress, egress, and regress, into, out of, and upon the said Land, for the several purposes aforesaid ; AND WE DO FURTHER RESERVE UNTO Us, Our Heirs and Successors, full power for Us or them, or for the Governor for the time being of our said Territory to resume and take possession of all or any part of the said Land not hereinbefore reserved, which may be required at any time or times hereafter for any Public Purpose whatsoever, the value of the said Land not hereinbefore reserved; or for so much thereof as shall be so required, and of any Building standing on the said required Land, being paid by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators chosen as hereinafter mentioned, in which valuation the benefit to accrue to the said Party from any such public purpose, shall be allowed by way of Set-off: AND WE DO HEREBY DECLARE that in every case of arbitration which shall arise under and by virtue hereof, one Arbitrator shall be chosen by the Governor for the time being of our said Territory, and One by the then Owner or Owners of the said Land, or of such part thereof as may be thereby affected, which Two Arbitrators (before they proceed to the said Arbitration) shall elect an Umpire, who shall determine any disagreement between the Two said Arbitrators: But if the said Owner or Owners shall refuse or neglect to choose an Arbitrator on his, her, or their part, within One Calendar Month after being required so to do by Public advertisement in the Government Gazette or otherwise, Or, if such Arbitrator being chosen shall refuse or neglect to act and within One Calendar Month determine the matter to him referred, then both Arbitrators shall be chosen by the Governor for the time being of Our said Territory, which said last mentioned Arbitrators shall also elect an Umpire in the manner and for the purpose above-mentioned: And if any Umpire shall refuse or neglect to act and within One Calendar Month determine the matter to him referred, the Arbitrators for the time being, whether chosen One by each Party or both by the Governor of our said Territory, shall in every such case forthwith elect another Umpire, in the same manner, for the same purpose, and subject to the same condition, as the Umpire first elected as aforesaid: *Provided always*, THAT if the aforesaid Quit-rent shall be at any time unpaid for the space of twenty days after the same shall become due (although no formal demand shall have been made thereof) it shall be lawful for us, Our Heirs and Successors, by Our Governor for the time being of Our said Territory, or some person by him authorised in that behalf, to re-enter upon the said Land, or any part thereof, with its appurtenances, and thence to remove the said Grantee h Heirs and Assigns, and to hold the same, and the rents, issues, and profits thereof to have, receive, and take, to and for the use of Us, Our Heirs and Successors, until We or They shall therewith and thereby be fully paid and satisfied the Quit-rent due thereon, and every part thereof, and all Arrears of the same, due at the time of Our said Entry, or which shall accrue due during the time of Our possession by virtue thereof, together with all costs and charges attending the non-payment of the said Quit-rent,

and our Entry upon the said Land; PROVIDED ALSO, that if the Conditions, Reservations, and Provisos herein contained, or any part thereof, be not duly observed and performed by the said Grantee, h Heirs and Assigns, then the said Lands shall be forfeited and revert unto Us, Our Heirs and Successors, and these Presents and every matter and thing herein contained shall cease and determine, and become absolutely void to all intents and purposes; and it shall be lawful for Us, Our Heirs and Successors, by Our Governor for the time being of Our said Territory, or some Person by Him authorised in that behalf, to re-enter upon the said Land or any part thereof, and the said Grantee, h Heirs and Assigns, and all Occupiers thereof, therefrom wholly to remove; *In testimony whereof*, We have caused this Our Grant to be Sealed with the Seal of Our said Territory.

WITNESS Our Trusty and Well-beloved SIR GEORGE GIPPS, Knight, Our Captain-General and Governor-in-Chief of Our said Territory, and its Dependencies, at Government-House, Sydney, in New South Wales aforesaid, this Day of in the Year of Our Reign and in the year of Our Lord One thousand eight hundred and

NO. III—LAND PURCHASE.

GRANTEE, } *VICTORIA by the Grace of*
 DATE, } *God of the United Kingdom*
 } *of Great Britain and Ireland,*
 } *Queen, Defender of the Faith,*
 } *and so forth:*

COUNTY, } *To all to whom these Presents*
 ACRES, } *shall come, Greeting:—*

WHEREAS, at a Public Auction, held in conformity with the Regulations made for the Sale of Crown Lands in Our Territory of NEW SOUTH WALES, of has become the Purchaser of the Land hereinafter described, for the Sum of Sterling, NOW KNOW YE, THAT, for and in consideration of the said Sum to the Colonial Treasurer of Our said Territory, for and on Our behalf well and truly paid before these Presents are issued, and in further consideration of the Quit-rent hereinafter reserved, WE HAVE GRANTED, and for us, Our Heirs, and Successors, DO HEREBY GRANT unto the said , h Heirs and Assigns, subject to the Conditions, Reservations, and Provisos hereinafter mentioned, ALL THAT Piece or Parcel of Land in our said Territory, containing by admeasurement Acres, be the same more or less, situated in the County of and Parish of

with all the Rights and Appurtenances, whatever thereto belonging, *To Hold* unto the said , h Heirs and Assigns for ever, YIELDING and paying therefor yearly unto Us, Our Heirs and Successors, the Quit-rent, or Sum of One Farthing for ever, if demanded; *Provided nevertheless*, AND WE DO HEREBY RESERVE unto Us, Our Heirs and Successors, all such parts and so much of the said Land as may hereafter be

quired for a Public Way, or Public Ways, in, over, and through the same, to be set out by our Governor for the time being of Our said Territory, or some person by Him authorised in that respect : AND ALSO, all Stone and Gravel, all Indigenous Timber, and all other Materials, the produce of the said Land, which may be required at any time or times hereafter for the construction and repair of Ways and Bridges, for Naval purposes, and for Public Works, together with right of taking and removing the same ; AND ALSO, all Land within one hundred feet of high-water-mark on the Sea Coast, and on every Creek Harbour, and Inlet of the Sea ; AND ALSO, all Mines of Gold, of Silver, and of Coals, with full and free liberty and power to search for, dig, and take away the same ; AND ALSO, the Right of full and free ingress, egress, and regress, into, out of, and upon, the said Land, for the several purposes aforesaid ; AND WE DO FURTHER RESERVE unto Us, Our Heirs and Successors full power for Us, or Them, or for the Governor for the time being of Our said Territory to resume and take possession of all or any part of the said Land, not hereinbefore reserved, which may be required at any time or times hereafter for any public purpose whatsoever, the value of the said Land, not hereinbefore reserved, or of so much thereof as shall be so required, and of any Building standing on the said required Land, being paid by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators chosen as hereinafter-mentioned, in which valuation the benefit to accrue to the said Party from any such public purpose shall be allowed by way of Set-off : AND WE DO HEREBY DECLARE, that in every case of Arbitration which shall arise, under and by virtue hereof, one Arbitrator shall be chosen by the Governor for the time being of Our said Territory, and one by the then Owner or Owners of the said Land, or of such part thereof as may be thereby affected, which two Arbitrators (before they proceed to the said Arbitration) shall elect an Umpire, who shall determine any disagreement between the two said Arbitrators : But if the said Owner or Owners shall refuse or neglect to choose an Arbitrator, on his her, or their part, within one calendar month after being required so to do by public advertisement in the *Government Gazette*, or otherwise, Or, if such Arbitrator, being chosen, shall refuse or neglect to act and within one calendar month determine the matter to him referred, then both Arbitrators shall be chosen by the Governor for the time being of Our said Territory, which said last-mentioned Arbitrators shall also elect an Umpire, in the manner and for the purpose above mentioned : And if any Umpire shall refuse or neglect to act and within one calendar month determine the matter to him referred, the Arbitrators for the time being, whether chosen one by each party or both by the Governor of Our said Territory, shall in every such case forthwith elect another Umpire, in the same manner, for the same purpose, and subject to the same condition as the Umpire first elected, as aforesaid : *In testimony whereof*, We have caused this Our Grant to be Sealed with the Seal of Our said Territory.

Witness our trusty and well beloved Sir George Gipps, Knight, Our Captain-General and Governor-in-Chief of Our said Territory and its Dependencies, at Government House,

Sydney, in New South Wales aforesaid, this, day of, in the year of Our Reign, and in the year of our Lord, One thousand eight hundred and

No. IV.—TOWN GRANT.

GRANTEE. } VICTORIA, by the Grace of
DATE. } God, of the United Kingdom
of Great Britain and Ireland,
Queen, Defender of the Faith
and so forth :

TOWN. } To all to whom these Presents
AC. R. P. } shall come, Greeting :—

K NOW YE, THAT in order to promote the Establishment of Towns in Our Territory of NEW SOUTH WALES, And in consideration of the Quit-rent hereinafter reserved, WE of Our Special Grace, HAVE GRANTED, and for Us, Our Heirs and Successors, DO HEREBY GRANT unto

of h Heirs and Assigns, Subject to the Conditions, Reservations, and Provisos hereinafter mentioned, ALL THAT Allotment or Parcel of Land in Our said Territory, containing by admeasurement

situated in the Town of Parish of
County of Allotment No. of
Section No.

with all the Rights and Appurtenances whatsoever thereto belonging, To Hold unto the said

h Heirs and Assigns for ever, YIELDING and Paying therefor yearly unto Us, Our Heirs, and Successors, the Quit-rent or Sum of Sterling, from the First Day of July One thousand eight hundred and until the Thirtieth Day of June One thousand eight hundred and, both inclusive, and thenceforth the Sum of

Sterling yearly for ever : On Condition THAT the said

h Heirs, or Assigns, or some of them, do and shall construct proper Drains through and from the same Land to the nearest Common Drain, or Sewer : AND ALSO THAT and they do and shall in every respect and at all times hereafter, conform to the Government Regulations for the time being, and to the Laws and Regulations now or hereafter to be in force for the better regulating the Alignment of the Streets in the said Town of : Provided nevertheless, AND

WE DO HEREBY RESERVE unto Us, Our Heirs, and Successors, all Mines of Gold, of Silver, and of Coals ; AND WE DO FURTHER RESERVE unto Us, Our Heirs and Successors, full power for Us or Them, or for the Governor for the time being of Our said Territory, to resume and take possession of all or any part of the said Land, which may be required at any time or times hereafter, for the improvement of the said Town, or for any Public Purpose whatsoever, Twelve Calendar Months' Notice of its being so required being previously given in the *Government Gazette* or

otherwise, and the Value of the said Land, or of so much thereof as shall be so required, and of any Building standing on the said required Land, being paid by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators chosen as hereinafter mentioned, in which valuation, the benefit to accrue to the said Party from any such Public Purpose shall be allowed by way of Set-off: AND WE DO ALSO RESERVE unto Us, Our Heirs, and Successors, and to the Governor for the time-being of Our said Territory, by such person or persons as shall be by Them or Him authorised in that behalf, full power to make and conduct through the said Land all Common or Public Drains and Sewers which may be deemed expedient, Three Calendar Months Notice being previously given to the occupier or owner thereof, and the Damage which any building may sustain thereby being paid for by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators as aforesaid; AND WE DO HEREBY DECLARE that in every case of Arbitration which shall arise under and by virtue hereof, one Arbitrator shall be chosen by the Governor for the time being of Our said Territory, and one by the then Owner or Owners of the said Land, or of such part thereof as may be thereby affected, which two Arbitrators (before they proceed to the said Arbitration) shall elect an Umpire, who shall determine any disagreement between the two said Arbitrators: But if the said Owner or Owners shall refuse or neglect to choose an Arbitrator on his, her, or their part, within one Calendar Month after being required so to do by Public Advertisement in the *Government Gazette* or otherwise, Or, if such Arbitrator, being chosen, shall refuse or neglect to act and within one Calendar Month determine the matter to him referred, then both Arbitrators shall be chosen by the Governor for the time being of Our said Territory, which said last mentioned Arbitrators shall also elect an Umpire in the manner and for the purpose above mentioned; And if any Umpire shall refuse or neglect to act and within one Calendar Month determine the matter to Him referred, the Arbitrators for the time being, whether chosen one by each Party or both by the Governor of Our said Territory, shall in every such case forthwith elect another Umpire, in the same manner, for the same purpose, and subject to the same condition, as the Umpire first elected as aforesaid: *Provided always*, THAT if the aforesaid Quit-rent shall be at any time unpaid for the space of Twenty Days after the same shall become due (although no formal demand shall have been made thereof) it shall be lawful for Us, Our Heirs, and Successors, or the Governor for the time being of Our said Territory, or some person by Him authorised in that behalf, to re-enter upon the said Land, or any part thereof, with its Appurtenances, and thence to remove the said Grantee, h Heirs, and Assigns, and to hold the same, and the Rents, Issues, and Profits thereof to have, receive, and take to and for the use of Us, Our Heirs, and Successors, until We or They shall therewith and thereby be fully paid and satisfied the Quit-rent due thereon, and every part thereof, and all arrears of the same due at the time of Our said entry, or which shall accrue due during the time of Our possession by virtue thereof, together with all costs and charges attend-

ing the non-payment of the said Quit-rent and Our entry upon the said Land: PROVIDED ALSO, that if the Conditions, Reservations, and Provisos herein contained, or any part thereof, be not duly observed and performed by the said Grantee, h Heirs and Assigns, then the said Land shall be forfeited and revert unto Us, Our Heirs and Successors, and these Presents, and every matter and thing herein contained shall cease and determine, and become absolutely void to all intents and purposes, and it shall be lawful for Us, Our Heirs, and Successors, by Our Governor for the time being of Our said Territory, or some Person by Him authorised in that behalf to re-enter upon and take possession of the said Land or any part thereof, and the said Grantee, h Heirs and Assigns, and all Occupiers thereof, therefrom wholly to remove; *And further Provided*, That the lawful rights of all Parties, other than the Grantee herein named, in the Land hereby granted, shall enure and be held harmless, any thing in these Presents to the contrary notwithstanding: *In testimony whereof*, We have caused this Our Grant to be sealed with the Seal of Our said Territory.

WITNESS Our Trusty and Well-beloved SIR GEORGE GIPPS, Knight, Our Captain General and Governor-in-Chief of Our said Territory and its Dependencies, at Government House, Sydney, in New South Wales aforesaid, this Day of in the Year of Our Reign, and in the Year of Our Lord One thousand eight hundred and

NO. V.—TOWN PURCHASE.

GRANTEE, } VICTORIA, by the Grace of
DATE, } God of the United Kingdom of
Great Britain, and Ireland,
Queen, Defender of the Faith,
and so forth;

TOWN, } To all to whom these Presents
AC. R. P. } shall come, Greeting:—

WHEREAS at a Public Auction held in conformity with the Regulations made for the sale of Crown Lands, in Our Territory of NEW SOUTH WALES,

of has become the Purchaser of the Allotment or Parcel of Land hereinafter described, for the Sum of sterling: *Now Know Ye*, THAT for and in consideration of the said Sum to the Colonial Treasurer of Our said Territory, for and on Our behalf, well and truly paid before these Presents are issued, and in further consideration of the Quit-rent hereinafter reserved, WE HAVE GRANTED, and for Us, Our Heirs and Successors, DO HEREBY GRANT unto the said

h Heirs and Assigns, subject to the Conditions, Reservations, and Provisos hereinafter mentioned, ALL THAT Allotment or Parcel of Land in Our said Territory, containing by admeasurement situated in the

Town of Parish of
County of Allotment No.
of Section No.

with all the Rights and Appurtenances whatsoever thereto belonging; *To Hold* unto the said

h Heirs and Assigns for ever, YIELDING and paying therefor yearly unto Us, Our Heirs, and Successors, the Quit-rent or Sum of one Farthing for ever, if demanded; *On Condition* THAT the said h Heirs or Assigns, or some of them, do and shall construct proper Drains through and from the same Land to the nearest Common Drain or Sewer: **AND ALSO THAT** and they do and shall, in every respect and at all times hereafter, conform to the Government Regulations for the time being, and to the Laws and Regulations now or hereafter to be in force for the better regulating the alignment of the Streets in the said Town of : *Provided nevertheless, AND* WE DO HEREBY RESERVE unto Us, Our Heirs, and Successors, all Mines of Gold, of Silver, and of Coals; **AND WE DO FURTHER RESERVE** unto Us, Our Heirs, and Successors, full power for Us or Them, or for the Governor for the time being of Our said Territory, to resume and take possession of all or any part of the said Land which may be required at any time or times hereafter, for the improvement of the said Town, or for any public purpose, Three Calendar Months' Notice of its being so required being previously given in the *Government Gazette* or otherwise, and the Value of the said Land, or of so much thereof as shall be so required, and of any Building standing on the said required Land, being paid by the Government to the Party entitled thereto, at a Valuation fixed by Arbitrators chosen as hereinafter mentioned, in which valuation the benefit to accrue to the said Party from any such public purpose, shall be allowed by way of Set-off: **AND WE DO ALSO RESERVE** unto Us, Our Heirs, and Successors, and to the Governor for the time being of Our said Territory, by such person or persons as shall be by Them or Him authorised in that behalf, full power to make and conduct through the said Land, all Common or Public Drains and Sewers which may be deemed expedient, Three Calendar Months' Notice being previously given to the Occupier or Owner thereof, and the Damage

which any Building may sustain thereby being paid for by the Government to the Party entitled thereto, at a Valuation fixed by Arbitrators as aforesaid; **AND WE DO HEREBY DECLARE**, that in every case of Arbitration which shall arise, under and by virtue hereof, one Arbitrator shall be chosen by the Governor for the time being of Our said Territory, and one by the then Owner or Owners of the said Land, or of such part thereof as may be thereby affected, which two Arbitrators (before they proceed to the said Arbitration) shall elect an Umpire, who shall determine any disagreement between the two said Arbitrators: But if the said Owner or Owners shall refuse or neglect to choose an Arbitrator, on His, Her, or their part, within One Calendar Month after being required so to do by public advertisement in the *Government Gazette*, or otherwise, Or, if such Arbitrator, being chosen, shall refuse or neglect to act, and within One Calendar Month determine the matter to him referred, then both Arbitrators shall be chosen by the Governor for the time being of Our said Territory, which said last-mentioned Arbitrators shall also elect an Umpire, in the manner and for the purpose above mentioned: And if any Umpire shall refuse or neglect to act, and within One Calendar Month determine the matter to him referred, the Arbitrators for the time being, whether chosen one by each party or both by the Governor of Our said Territory, shall in every such case forthwith elect another Umpire, in the same manner, for the same purpose, and subject to the same condition as the Umpire first elected, as aforesaid; *In testimony whereof*, We have caused this Our Grant to be Sealed with the Seal of Our said Territory.

WITNESS Our Trusty and Well Beloved Sir GEORGE GIPPS, Knight, Our Captain-General and Governor-in-Chief of Our said Territory and its Dependencies, at Government House, Sydney, in New South Wales aforesaid, this day of in the year of Our Reign, and in the year of our Lord, One thousand eight hundred and