Private Act.

An Act to quiet the Titles to certain Lands and Hereditaments in the Province of South Australia, heretofore sold and disposed of by the Trustees of the South Australian Company.

[Assented to December 2nd, 1852.]

WHEREAS, in the year one thousand eight hundred and thirty-six, a Joint-Stock Company was formed in London for the purpose (amongst other things) of purchasing lands within the Province of South Australia, and of letting the same to the Colonists, or otherwise disposing of them, and, if deemed expedient, of selling portions of such lands, and for such other purposes as the Directors of the Company should consider likely to promote the interests of the Colony; and the said Company have accordingly expended large sums of money in the purchase of lands within the said Province, portions of which lands have been acquired in the joint names of George Fife Angas, Henry Kingscote, and Thomas Smith, and other portions in the joint names of the said George Fife Angas, Henry Kingscote, and James Ruddell Todd, and other portions in the joint names of James Ruddell Todd, Edward Divett, and John Fussell, as Trustees for the said Company: And whereas, by a certain Letter of Attorney bearing date the fourth day of November, one thousand eight hundred and thirty-nine, under the hands and seals of the said George Fife Angas, Henry Kingscote, and James Ruddell Todd, therein described as three of the Directors of the South Australian Company in London, and as acting in the name and on the behalf of the said Company, after reciting (amongst other things) that David McLaren, Esquire, was the sole Manager of the Company in South Australia, and that, by a resolution of the Board of Directors of the said Company, passed on the twenty-fifth day of October then last past, and by a subsequent resolution passed on the first day of November then instant, it had been resolved to give the powers thereinafter contained to the said David McLaren, it was witnessed that the said George Fife Angas,
Henry Kingscote, and James Ruddell Todd, did thereby appoint the said David McLaren the Attorney of them the said George Fife Angas, Henry Kingscote, and James Ruddell Todd, and of the said South Australian Company, for them, and in their, any, or either of their names or name, and as their, any, or either of their act and deed, to make, sign, seal, deliver, and execute any agreement or agreements, contract or contracts, lease or leases, or other lawful deeds or instruments whatsoever, for demising all or any part or parts of the land and hereditaments of the said Company, in the said Colony of South Australia, for such term or terms of years not exceeding thirty-one years, and under and subject to such rents, covenants, and agreements as the said David McLaren should think fit. And also to enter into contracts with the lessees of the said Company's lands and hereditaments, that they should have the option of purchasing the fee-simple and inheritance of the lands and hereditaments leased to them at a fixed price. And also (in case the said David McLaren should think proper) to sell any number of acres, not exceeding fifty acres in the whole, of the town lands of the said Company in the City of Adelaide in the said Colony. And also to sell the country lands of the said Company, not exceeding four thousand acres per annum, and to sell and dispose of the same respectively, either together or in parcels, and either by public auction or private contract, to any person or persons willing to purchase the same for such price or prices as to the said David McLaren should seem reasonable, and to make over the same to the purchaser or purchasers thereof. And, for that purpose, to execute all and every such conveyances, or other assurances whatsoever, as the said David McLaren should think proper. And to give receipts for all and every sum or sums of money which should arise from any such sale or sales, or the granting of any such lease or leases, which receipts should be sufficient discharges to the persons paying the same, and should exempt them from all responsibility in respect of the application thereof. And also to appoint any person to act in the place of him, the said David McLaren, in all or any of the matters aforesaid.

And whereas, by a certain other Letter of Attorney, bearing date the seventeenth day of February, one thousand eight hundred and forty, under the hands and seals of the said George Fife Angas and Henry Kingscote, therein described as two of the Directors of the South Australian Company, and Thomas Smith, therein described as formerly a Director of the said Company, after reciting that the said Company were entitled to lands and hereditaments in the said Colony, which were vested in the said George Fife Angas, Henry Kingscote, and Thomas Smith, as Trustees for the said Company, and that by a resolution of the Board of Directors, passed on or about the fourteenth day of February then instant, it had been resolved that all the estate and interest in the lands of the said Company in South Australia, then vested in the said George Fife Angas, Henry Kingscote, and Thomas Smith, in trust for the Company, should be transferred to the said George Fife Angas, Henry Kingscote, and James Ruddell Todd, as Trustees, it is witnessed that the said George Fife Angas, Henry Kingscote, and Thomas Smith did thereby appoint Charles Mann

Letter of Attorney, dated the 17th day of February, 1840.
Mann and Edward Stephens, jointly and each of them severally, to be the Attorneys and Attorney of the said George Fife Angas, Henry Kingscote, and Thomas Smith, and of the survivors and survivor of them and of the said South Australian Company, for them and in their names, and, as their acts and deeds, to sign, seal, execute, deliver, and register, all such conveyances and assurances as should be necessary for conveying and assuring all the real estate then vested, or which might thereafter become vested, in the said George Fife Angas, Henry Kingscote, and Thomas Smith, as such Trustees as aforesaid, unto the said George Fife Angas, Henry Kingscote, and James Ruddell Todd, their heirs and assigns. And whereas the said Edward Stephens and Charles Mann did, by virtue of the said last-mentioned Letter of Attorney, in the name and on the behalf of the said George Fife Angas, Henry Kingscote, and Thomas Smith, sign, seal, execute, and deliver certain indentures of lease and release, bearing date respectively the sixteenth and seventeenth days of July, one thousand eight hundred and forty, the release expressed to be made between the last-named parties of the first part, the said David McLaren of the second part, and the said George Fife Angas, Henry Kingscote, and James Ruddell Todd of the third part, and the said Charles Mann did, by virtue of such Letter of Attorney, and in the name and on the behalf of the said George Fife Angas, Henry Kingscote, and Thomas Smith, sign, seal, execute, and deliver a certain indenture bearing date the eleventh day of December, one thousand eight hundred and fifty, expressed to be made between the last-named parties of the one part, and the said George Fife Angas, Henry Kingscote, and James Ruddell Todd, of the other part. And whereas, by a certain Deed Poll, under the hand and seal of the said David McLaren, bearing date the eighth day of January, one thousand eight hundred and forty-one, the said David McLaren appointed William Giles, Esquire, to be the attorney of the said George Fife Angas, Henry Kingscote, and James Ruddell Todd, and of the said Company, in the place of the said David McLaren, to execute the powers contained in the Letter of Attorney of the fourth day of November, one thousand eight hundred and thirty-nine. And whereas, by a certain Letter of Attorney, bearing date the tenth day of December, one thousand eight hundred and forty-nine, under the hands and seals of the said George Fife Angas, Henry Kingscote, and James Ruddell Todd, after reciting (amongst other things) that the said George Fife Angas and Henry Kingscote had retired from the Trusteeship of the said Company, and that it had been resolved that all the estate and interest in the lands and other property of the said Company in South Australia, vested in the said George Fife Angas, Henry Kingscote, and James Ruddell Todd, in trust for the Company, should be transferred to the said James Ruddell Todd and Edward Divett and John Fussell, as Trustees for the said Company, it is witnessed that the said George Fife Angas, Henry Kingscote, and James Ruddell Todd, did appoint the said William Giles and William Bartley jointly, and each of them separately, to be the lawful attorneys and attorney of the said George Fife Angas, Henry Kingscote, and James Ruddell Todd, and of the survivors and
and survivor of them and of the South Australian Company, for them and in their names, and as their acts and deeds, to sign, seal, execute, deliver, and register all such conveyances and other assurances as should be necessary or proper for transferring and assuring the real estate then vested, or which might thereafter become vested, in the said George Fife Angas, Henry Kingscote, and James Ruddell Todd, as such Trustees as aforesaid, unto the said James Ruddell Todd, Edward Divett, and John Fussell, their heirs and assigns. And whereas the said William Giles and William Bartley did, by virtue of the said last-mentioned Letter of Attorney, and in the name and on the behalf of the said George Fife Angas, Henry Kingscote, and James Ruddell Todd, sign, seal, execute, and deliver a certain Indenture, bearing date the fourth day of January, one thousand eight hundred and fifty-one, expressed to be made between the last-named parties of the first part, Alfred Watts of the second part, and the said James Ruddell Todd, Edward Divett, and John Fussell of the third part And whereas by a certain Letter of Attorney, bearing date the eleventh day of December, one thousand eight hundred and forty-nine, under the hands and seals of the said James Ruddell Todd, Edward Divett, and John Fussell, therein described as three of the Directors and Trustees of the South Australian Company, acting in their names, and in the name and on the behalf of the said Company, after reciting (amongst other things) that, by a resolution of the Board of Directors of the said Company, passed on the second day of November, one thousand eight hundred and forty-nine, the said James Ruddell Todd, Edward Divett, and John Fussell, had been authorised to execute those presents in their own names as well as in the name and on the behalf of the said Company, it is witnessed that the said James Ruddell Todd, Edward Divett, and John Fussell, did thereby appoint the said William Giles the attorney of them, the said James Ruddell Todd, Edward Divett, and John Fussell, and of the South Australian Company, for them and in their names, and in the name of any or either of them (amongst other things) to sign, seal, and execute any lease or instrument for demising or letting any of the lands and hereditaments of the said Company in South Australia, for such terms of years not exceeding twenty-one years as the said William Giles should think fit. Also, to fulfil any contracts existing with the lessees of the said Company’s lands and hereditaments, that they should have the option of purchasing the fee-simple and inheritance of the lands leased to them. Also, to sell and dispose of any number of acres not exceeding ten acres in the whole of the Town Lands of the said Company, in the Town of Adelaide. Also, to sell and dispose of the Country Lands of the said Company, in any other parts of the said Colony, not exceeding one thousand acres per annum. And to sign, seal, deliver, and execute all such conveyances or other assurances of the said lands, or any part thereof, as the said William Giles should think proper, with such conditions as the said William Giles should think meet, for effectually vesting the same in any person or persons, his, her, or their heirs or assigns. And to give receipts for all sums of money which should arise from any such sale, or the granting of any such lease, which receipts should be sufficient discharges to the persons paying
paying the same. And whereas the said George Fife Angas, Henry Kingscote, and James Ruddell Todd, as such Trustees as aforesaid have, through their attorneys, the said David McLaren and William Giles respectively, and the said James Ruddell Todd, Edward Divett, and John Fussell, as such Trustees as aforesaid, have, through their said attorney, the said William Giles, from time to time leased and sold to divers persons different portions of the lands and hereditaments so vested in them aforesaid, and have executed various leases, conveyances, and assurances of the same. And whereas it has been objected that the title of such persons is not strictly marketable, on the ground that there is no sufficient evidence in the said Province of the consent of the shareholders in the said Company, to the delegation of the powers contained in the several above-recited letters of attorney, and doubts have been entertained, whether, in strict law, the shareholders for the time being of such Company ought not to have concurred in the several leases, conveyances, and assurances which have from time to time been made by virtue of such letters of attorney, or any of them, and by reason of such doubts great inconveniences have been occasioned to the tenants of the said Company, and other persons who are entitled to lands and hereditaments to which the said letters of attorney or any of them relate. And whereas it is expedient and just that the titles to all lands and hereditaments which have been disposed of by virtue of the said several letters of attorney hereinbefore recited, or any of them, should, so far as regards the grounds of objection and the doubts hereinbefore referred to, be made perfect and marketable:

Be it therefore enacted, by His Excellency Sir Henry Edward Fox Young, Knight, Lieutenant-Governor of South Australia, with the advice and consent of the Legislative Council thereof, That every lease, conveyance, or assurance, of all or any part or parts of the lands and hereditaments in South Australia of the said Company, called the South Australian Company, heretofore made or executed, or purporting to be made or executed, by virtue, or under the authority of the said several letters of attorney of the fourth day of November, one thousand eight hundred and thirty-nine; the seventeenth day of February, one thousand eight hundred and forty; the tenth day of December, one thousand eight hundred and forty-nine; and the eleventh day of December, one thousand eight hundred and forty-nine; or any or either of them shall to all intents and purposes have the effect of vesting the lands and hereditaments described in every such lease, conveyance, or assurance in the respective lessees or purchasers thereof, their respective heirs, executors, administrators, and assigns, according to the nature and quality thereof, to the uses upon the trusts and for the purposes therein respectively declared, freed and absolutely acquitted, exonerated and discharged of and from all claims and demands by all the shareholders for the time being of the said South Australian Company; and each and every one of them, and every person claiming by, from, through, under, or in trust for them, or any or either
either of them in as full and ample manner both at law and in equity, as if the parties named in such lease, conveyance, or assurance, as the granting and conveying parties, had at the time of the execution of such lease, conveyance, or assurance, been seised of the lands and hereditaments therein comprised and thereby demised or assured, to their own absolute use and benefit.

2. Provided always, and be it Enacted, That nothing herein contained shall affect, or be construed to apply to, the rights of Her Majesty, her heirs, successors, or assigns, or of any bodies politic or corporate, or of any of Her Majesty's subjects, save and except such as are mentioned herein, and those claiming by, from, through, and under them.

3. And be it Enacted, That this Act shall be a public Act, and that a copy thereof, printed by the Government Printer, shall be admitted as evidence thereof, and of all facts, matters, and things therein recited or contained, and be judicially taken notice of by all Judges, Justices, and others without being specially pleaded.

JOHN MORPHETT, Speaker.

Passed the Legislative Council this twenty-fourth day of November, one thousand eight hundred and fifty-two.

F. C. SINGLETON,
Clerk of the Legislative Council.

In the name and on the behalf of Her Majesty I assent to this Act.

H. E. F. YOUNG,
Lieutenant-Governor.

Government House, Adelaide,
2nd December, 1852.