

Table of Council's Interests

	ADDRESS : 15 Attunga Avenue, Earlwood – Lot 1 DP 1142452
What interest does Council have in the land?	Council is the owner of the land.
When did Council acquire the land?	15 March 1968
Why did Council acquire the land?	Dedicated to Council as a residual parcel of land after the resumption by former MWS&D Board
How did Council acquire the land?	Transferred from former MWS&D Board after resumption of an easement.
Why is the plan being prepared?	To reclassify the land to Operational
What prompted the preparation of the plan?	Review of Council assets has recorded this parcel as Operational in error. The title is affected by a covenant as a Public Reserve which is to be removed.
How will it affect planning controls?	The land will be reclassified from Community Land to Operational Land under the provisions of Canterbury Local Environmental Plan 2012.
What actual physical or operational changes will result from the plan?	The land is surplus to Council needs and will be divested in the future.
Is the plan being prepared to permit a particular proposal?	Future divestment of surplus land
What are the financial implications of the reclassification?	Unknown at this stage, but will be subject to a valuation report at a later date.
Is there any rezoning associated with the classification?	No

	ADDRESS : 15 Attunga Avenue, Earlwood – Lot 1 DP 1142452
Is the planning proposal to rectify an anomaly in a classification?	Yes
Will the planning proposal be consistent with an adopted POM or other strategy related to the site?	Yes
Will the draft LEP discharge any interests in public land under Section 30 of the Local Government Act ?	Yes
If so has Council identified all interests, whether any rights or interests will be extinguished, any trusts & covenants relevant to the site and included a copy of the title with the planning proposal?	Yes Easement for water pipes to be retained Easement for transmission line to be retained Remove Caveat relating to Public Reserve CT 1/123820
Has the Council identified that it will exhibit the planning proposal in accordance with the Department's Practice Note PN 09-003?	Yes
Has Council acknowledged in its planning proposal that a public hearing will be required and agreed to hold one as part of its documentation ?	Yes



Land & Property Information

A division of the Department of Finance & Services

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

WARNING: ***** FOLIO CANCELLED *****

FOLIO: 1/123820

SEARCH DATE	TIME	EDITION NO	DATE
28/5/2014	12:00 PM	-	-

VOL 10759 FOL 15 IS THE CURRENT CERTIFICATE OF TITLE

LAND

LOT 1 IN DEPOSITED PLAN 123820
LOCAL GOVERNMENT AREA CANTERBURY
PARISH OF ST GEORGE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP123820

FIRST SCHEDULE

THE COUNCIL OF THE MUNICIPALITY OF CANTERBURY

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- * 2 D520710 EASEMENT FOR TRANSMISSION LINE AFFECTING THE PART
SHOWN AS 24.385 WIDE & VAR WIDTH IN THE TITLE DIAGRAM
- * 6935718 EASEMENT NOW VESTED IN ENERGIAUSTRALIA
- * 3 K864523 EASEMENT FOR WATER PIPES AFFECTING THE PART SHOWN
AS 7.62 WIDE IN THE TITLE DIAGRAM
- * 4 THE LAND WITHIN DESCRIBED IS PUBLIC RESERVE
- * 5 DP1142452 ***** FOLIO CANCELLED ***** NEW FOLIOS HAVE
BEEN CREATED FOR LOT(S) 1-3 IN DP1142452

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

lg:cant-mczuczman Dirk

PRINTED ON 28/5/2014

* ANY ENTRIES PRECEDED BY AN ASTERISK DO NOT APPEAR ON THE CURRENT EDITION OF THE CERTIFICATE OF TITLE.
WARNING: THE INFORMATION APPEARING UNDER NOTATIONS HAS NOT BEEN FORMALLY RECORDED IN THE REGISTER.

	ADDRESS : 2 Whitfield Avenue, Ashbury – Lot E DP 30778
What interest does Council have in the land?	Council is the owner of the land.
When did Council acquire the land?	21 July 1961
Why did Council acquire the land?	To provide an access way to Wagener Oval
How did Council acquire the land?	Purchased the land from the Ashfield Brick Company
Why is the plan being prepared?	To reclassify the land to Operational
What prompted the preparation of the plan?	The land is surplus to Council needs and will be divested in the future.
How will it affect planning controls?	The land will be reclassified from Community Land to Operational Land under the provisions of Canterbury Local Environmental Plan 2012.
What actual physical or operational changes will result from the plan?	The parcel provides access to the site. This will be relocated to enable this residential zoned parcel to be divested in the future.
Is the plan being prepared to permit a particular proposal?	Yes to enable divestment in the future.
What are the financial implications of the reclassification?	Unknown at this stage, but will be subject to a valuation report at a later date.
Is there any rezoning associated with the classification?	No
Is the planning proposal to rectify an anomaly in a classification?	No

	ADDRESS : 2 Whitfield Avenue, Ashbury – Lot E DP 30778
Will the planning proposal be consistent with an adopted POM or other strategy related to the site?	Yes
Will the draft LEP discharge any interests in public land under Section 30 of the Local Government Act ?	No
If so has Council identified all interests, whether any rights or interests will be extinguished, any trusts & covenants relevant to the site and included a copy of the title with the planning proposal?	Not applicable CT E/30778 Retain easement for drainage J325099
Has the Council identified that it will exhibit the planning proposal in accordance with the Department's Practice Note PN 09-003?	Yes
Has Council acknowledged in its planning proposal that a public hearing will be required and agreed to hold one as part of its documentation ?	Yes



Land & Property
Information

A division of the Department of Finance & Services

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: E/30778

SEARCH DATE	TIME	EDITION NO	DATE
3/12/2013	3:45 PM	-	-

VOL 9019 FOL 22 IS THE CURRENT CERTIFICATE OF TITLE

LAND

LOT E IN DEPOSITED PLAN 30778
LOCAL GOVERNMENT AREA CANTERBURY
PARISH OF PETERSHAM COUNTY OF CUMBERLAND
TITLE DIAGRAM DP30778

FIRST SCHEDULE

THE COUNCIL OF THE MUNICIPALITY OF CANTERBURY

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- < 2 A376695 EASEMENT APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THAT PART OF LOT 7 IN DP8873 WEST OF DOUGAN STREET - *Remove.*
- X 3 B272789 NEGATIVE EASEMENT APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING LOTS 38, 39 AND 40 IN DP10473 - *Remove.*
- Y 4 J325098 EASEMENT FOR DRAINAGE AFFECTING THE PROPOSED DRAINAGE EASEMENT 10 FEET WIDE AND VARIABLE WIDTH SHOWN IN PLAN LODGED WITH J325098 - *Remove.*
- ✓ 5 J325099 EASEMENT FOR DRAINAGE AFFECTING THE DRAINAGE EASEMENT 10 FEET WIDE & VARIABLE WIDTH SHOWN IN PLAN WITH J325098 - *Retain*

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

2 WHITFIELD AVE
ASHBURY

No. _____

PARTIAL DISCHARGE OF MORTGAGE
(N.B.—Before execution read marginal note)

15H 870244

mortgagee under Mortgage No. _____

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at _____ this _____ day of _____ 19 _____

Signed in my presence by _____

who is personally known to me.

Mortgagee.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY

(To be signed at the time of executing the within instrument)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at _____ the _____ day of _____, 19 _____

Signed in the presence of—

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

CERTIFICATE OF J.P. & Co., TAKING DECLARATION OF ATTESTING WITNESS

Appeared before me at _____, the _____ day of _____, one thousand nine hundred and _____ the attesting witness to this instrument the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said _____ is _____ own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

LEAVE THESE SPACES FOR DEPARTMENTAL USE

INDEXED	MEMORANDUM OF TRANSFER
Checked by	Particulars entered in Register Book, Volume <u>6696</u> Folio <u>42</u>
Passed (in S.D.B.) by	the <u>27th</u> day of <u>Sept</u> 19 <u>61</u> , at <u>40</u> minutes past <u>11</u> o'clock in the <u>fore</u> noon.
Signed by	<u>[Signature]</u> Registrar-General.

DOCUMENTS LODGED HEREWITH
To be filled in by person lodging dealing

1	4	Received Docs. Nos. Receiving Clerk.
2	5	
3	6	

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written	<u>[Signature]</u>	<u>27/9/61</u>
Draft examined	<u>[Signature]</u>	<u>27/9/61</u>
Draft forwarded	<u>[Signature]</u>	<u>27/9/61</u>
Supt. of Engravers	<u>[Signature]</u>	<u>27/9/61</u>
Cancellation Clerk	<u>[Signature]</u>	<u>27/9/61</u>

Vol. **9019** Fol. **22**

K 1105 St 427-W

FORM FOR SIMPLE TRANSFER, WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED, OR EASEMENTS
CREATED, OR WHERE THIS FORM IS OTHERWISE UNSUITABLE, FORM R.P. 13A SHOULD BE USED.

FEES:-

Lodgment
Endorsement

R.P. 13. No. **J 325099**

Wile South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900)



2/10/63
14-4-63

(Trusts must not be disclosed in this transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-erasing ink.

If a less estate, strike out "in fee simple" and interline the required alteration.

State in full the name of the person who furnished the consideration money.

Show in BLOCK LETTERS the full name, postal address and description of the person taking, and if more than one, whether they hold as joint tenants or tenants in common.

The description may refer to the defined residue of the land in a certificate or grant (eg. "and being residue after Transfer No. 1234") or may refer to parcels shown in Town or Parish Maps issued by the Dept. of Lands or shown in plans filed in the Office of the Registrar-General (eg. "and being lot 100, D.P. 1234"). Unless authorized by Reg. 63 of the Conveyancing Act Regulations, 1919-1954, a plan may not be annexed to or endorsed on this transfer form.

A very short note will suffice.

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or Notary Public, a J.P. or Commissioner for Affidavits to whom the Transferor is known, otherwise the attesting witnesses should appear before one of the above functionaries who having attested the witness should sign the certificate on the back of this form.

As to instruments executed elsewhere, see Section 107 of the Real Property Act, 1900-1954, Section 168 of the Conveyancing Act, 1919-1954, and Section 82A of the Evidence Act, 1958-1964.

Repeat attestation if necessary.

If the Transferee or Transferees sign by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

WE **PATRICK HARGREAVES** of South Coogee Solicitor and
MARY JOSEPHINE BARNER of Lidcombe Married Woman

(herein called transferor a)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of **TWO THOUSAND FIVE HUNDRED POUNDS** (£2500.0.0) (the receipt whereof is hereby acknowledged) I did to us by

ALICE EDITH ANDERSEN

do hereby transfer to

ALICE EDITH ANDERSEN of 150 Nottingham Road Lidcombe Married Woman

(herein called transferee) as

ALL such our Estate and Interest in ALL this land mentioned in the schedule following:-

County	Parish	Reference to Title			Description of Land (if partly only) &
		Whole or Part	Vol.	Ext.	
CUMBERLAND	LIBERTY PLAINS	PART	4306	203	Being Lot A in plan with Order No. 0157519

ENCUMBRANCES, &c., REFERRED TO

Reservations of minerals

Signed at

Auburn

the **4th** day of

April

1963

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

[Signature]
Solicitor
Auburn

Signed

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

[Signature]
M. J. Barner
Transferor

† Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Solicitor for the Transferee(s) whose signature cannot be obtained without difficulty and delay.

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-recital on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also (3) Sanctions recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by census. The words referred should be scored through with the pen, and those substituted written over them, the alterations being verified by signature or initials in the margin, as noticed in the attestation.

J 325099

LODGED BY CALVIN NELSON & CO.,
SOLICITORS
1 NORTHUMBERLAND ROAD
AUBURN, 649-9445, 6

No. _____

PARTIAL DISCHARGE OF MORTGAGE
(N.B.—Before execution read marginal note)

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

h. This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of, or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at _____ *this* _____ *day of* _____ 19____

Signed in my presence by _____

who is personally known to me.

Molodtsov

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY

(To be signed at the time of executing the within instrument)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at _____ the _____ day of _____, 19____

Signed in the presence of—

1. Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

CERTIFICATE OF J.P., Etc., TAKING DECLARATION OF ATTESTING WITNESS

Appeared before me at _____, the _____ day of _____, one thousand
 nine hundred and _____ the attesting witness to this instrument
 and declared that he personally know _____ the person
 signing the same, and whose signature thereto he has attested; and that the name purporting to be such
 signature of the said _____ is _____ own handwriting, and
 that he was of sound mind and freely and voluntarily signed the same.

1 To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears.
Not required if the instrument itself be signed or acknowledged before one of these parties.

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HERewith	
		To be filled in by person lodging dealing	
Checked by	Particulars entered in Register Book,	1	Received Doc.
	Volume 4306 Folio 203	2	Nos.
		3	Receiving Clerk.
Pasted (by S.D.B.)	on 5th July 1963.		
Signed by	at 12th Dec		
	Registrar-General		

PROGRESS RECORD		
	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written	<i>SL</i>	<i>2/15/63</i>
Draft examined	<i>SL</i>	<i>2/15/63</i>
Diagram prepared	<i>SL</i>	<i>2/23/63</i>
Diagram examined	<i>SL</i>	<i>2/23/63</i>
Draft forwarded	<i>SL</i>	<i>3/1/63</i>
Supl. of Engravers		
Cancellation	<i>SL</i>	<i>8/3/63</i>
Vol.	8457	83
Pat.		

PREP

The Fees, which are payable on Indigment, are as follows:—

- (c) §2 1b, 6b, where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise §2. When such instrument is to be endorsed in more than one folio of the register, an additional charge of 1c, 2c to be made for every Certificate of Title or Crown Grant after the first.
- (d) A supplementary charge of §2 is made in each of the following—
- (i) where a mortgage is created in England; or
 - (ii) a new encumbrance is created; or
 - (iii) a partial discharge of mortgage is entered in the register.

Ref:lg:cant-mczuczman Dirk /Src:W

File South Wales.



A376695G

Transfer

Endorsement

Certificate

MEMORANDUM OF TRANSFER



22 APR 1918 2. - 9 PM

FREE SIMPLE.

a Name, residence, occupation, or other designation, in full, of transferor.

I, FRANK OSWALD POWYS Ashfield Builder

A376695

b If a less estate, strike out "in fee simple," and interline the required alteration.

being registered as the proprietor of an Estate in *fee simple*^b in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon,^c in consideration of 4 - pursuance of an Agreement

c All subsisting encumbrances must be noted hereon. (See page 2.)

dated the Twelfth day of December One thousand nine--(18)-----

d If the consideration be not pecuniary, state its nature concisely.

hundred and seventeen entered into by me with The Ashfield Brick Company Limited and for divers good and valuable considerations as thereby appearing

e Name, residence, occupation, or other designation, in full, of transferee.

paid to me by

If a minor, state of what age, and forward certificate or declaration as to date of birth.

f If a married woman, state name, maiden name, and occupation of husband.

the receipt whereof I hereby acknowledge.-----

g If to two or more, state whether as joint tenants or tenants in common.

do hereby transfer to the said by way of grant to the said The Ashfield Brick Company Limited an easement, appurtenant to the land comprised in Certificate of Title Regd. Volume 2348 Folio 229 over

h Area in acres, rods, or perches.

~~Ashmy Estate and Interest, as such registered proprietor, in~~ ALL THAT piece of land containing

i Parish or town and county.

situate in at Ashfield in the Parish of Petersham, County of Cumberland.

j "The whole" or "part," as the case may be.

being^d part of the land comprised in Certificate of Title

k "Crown grant," or "Certificate of Title."

Strike out if not appropriate.

dated 9th November 1916 registered volume No. 2713 folio 160

These references will suffice, if the whole land in the grant or certificate be transferred.

But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description of plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix: "as delineated in the plan hereon [or 'annexed hereto'] or 'described as follows,' etc."

Any annexure must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

and being that part of Lot Seven (7) on Deposited Plan No. 8873 ~~and also in the piece of land as follows~~ lying to the West of a line formed by extending the Western boundary line of Dougan Street Ashfield aforesaid in a southerly direction entitling The Ashfield Brick Company Limited to continue to allow to flow on to the said land any storm or other waters which may now or at any time hereafter flow on to the said land from off or over the land of the said Ashfield Brick Company Limited comprised in Certificate of Title Vol. 2348 Folio 229 And in further pursuance of the said agreement and for the considerations therein set forth the said Frank Oswald Powys doth hereby for himself his heirs executors and administrators and so as to bind himself and themselves and any person or persons claiming or deriving title through under or in trust for him to the said land firstly above described covenant with the said The Ashfield Brick Company Limited That he the said Frank Oswald Powys his heirs executors or administrators or any such person or persons as aforesaid shall not at any time hereafter raise any objection to anything whatsoever arising from or done in connection with the carrying on of the business and works of the said The Ashfield Brick Company Limited on the said land secondly above described And also shall not at any time hereafter commence or prosecute any action or suit at law or in equity or make any claim against the said The Ashfield Brick Company Limited for or in respect of the flow of such water as aforesaid or in respect to any matter or thing whatsoever which may arise in connection with or from the carrying on of such works as aforesaid

The form when filled in should be ruled up so that no additions are possible. No alteration should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

29/11/18

See note "c," page 1.
A very short note of
the particulars will
suffice.

[Rule up all blanks before signing.]

m If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferrer is known, no further authentication is required. Otherwise the ATTESTING WITNESS must appear before one of the above functionaries to make a declaration in the annexed form.

This applies only to instruments signed within the State. If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place.

If the Transferrer or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

n Repeat attestation for additional parties if required.

St 3121

In witness whereof, I have hereto subscribed my name, at *Sydney*
the *nineteenth* day of *February* in the year
of our Lord one thousand nine hundred and *eighteen*

Signed in my presence by the said

Frank Oswald Powys

WHO IS PERSONALLY KNOWN TO ME

Signed

J. Henderson
Sydney

F. O. Powys
Transferrer.

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

correct for the purposes of the Real Property Act.

For the signature of the Transferree, hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferree, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

Signed in my presence by the said
Frank A Daveuporth (Solicitor for the said
the Ashfield Brick Company Limited)

WHO IS PERSONALLY KNOWN TO ME

William J. Shelton

Bank to Frank A Daveuporth Son
Solicitor Sydney

Frank A Daveuporth
Transferree.

(*The above may be signed by the Solicitor, when the signature of Transferree cannot be procured. See note "o" in margin.)

N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

The English, Scottish and Australian Bank Limited being
the mortgagees of the within described land under
Memorandum of Mortgage to A301970 hereby consent
to the within grant of easement.
Dated at Sydney this Fourth day
of March 1918.
Witness.

The English, Scottish and
Australian Bank, Limited,
by its Attorney,

Attest

The Registrar

Sydney

Certificate of
Title

Vol 2348 fol 227

Ashfield Brick Company Limited

Attest

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me, at

, the

day of

, one thousand nine hundred and

the attesting witness to this instrument, and declared that he personally knew

the person signing the same, and whose signature thereto he has attested; and that the
name purporting to be such signature of the said*

is his own handwriting, and that he was of

sound mind, and freely and voluntarily signed the same.

May be made before
either Registrar-
General, Deputy
Registrar-General, a
Notary Public, J.P.,
or Commissioner for
Affidavits.
Not required if the
instrument itself be
made or acknowledged
before one of these
parties.

Name of witness and
residence.

Name of Transferor.

Name of Transferor.

Registrar-General,
Deputy, Notary Public,

Lodged by

(Name)

(Address)

A

376695

Transferor.

Transferee.

Particulars entered in the Register Book, Vol. 234 8

Folio 229 & Vol 2713 Folio 160

the 26th day of April, 1918;

at ——— minutes 10 o'clock

in the fore noon.

Registrar General



DATE.	INITIALS
27.4.18	AB
SENT TO SURVEY BRANCH	
RECEIVED FROM RECORDS	
DRAFT WRITTEN	
DRAFT EXAMINED	
DIAGRAM COMPLETE	
DIAGRAM SPANLED	
DRAFT FORWARDED	
RETD. TO RECORDS	
RETURNED FROM RECORDS	
CERTIFICATE ENDORSED	
SUIT. OF ENCLOSURES	
PER. REGISTRAR GENERAL	

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-

No Transfer can be registered until the fees are paid.
 If a part only of the land is transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional fee; but to save this expense, if it is intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue.
 Tenants in common will receive separate Certificates. 20s. will be required for each additional Certificate.
 The fees on transfer are 10s. and 20s. for every new Certificate, whether issued to a Transferee or required for the residue. By the Administration Act of 1912, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.
 The Transfer is complete from the moment it is recorded.
 Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

Certificate:.....

(Trusts must not be disclosed in the transfer)

If a less estate, strike out "in fee simple," and interline the required alteration.

272789

If to two or more, state whether as joint tenants or tenants in common.

If all the references cannot be conveniently inserted in form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

These references will suffice if the whole land in the grant or certificate be transferred. If part only add "and being lot sec. D.P. or

"being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. Fol.

Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L. G. Act, 1919, should accompany the transfer.

Strike out if unnecessary. Covenants should comply with section 89 of the Conveyancing Act, 1919. Here also should be set forth any right-of-way or easement or exception.

Any provision in addition to or modification of the covenants implied by the Act may also be inserted.

ing the whole of the land in 2419 Fol-127.

A very short note will suffice.

ENCUMBRANCES, &c., REFERRED TO.

If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the annexed form. As to instruments executed elsewhere, see page 2.

Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

WHO IS PERSONALLY KNOWN TO ME

* If signed by virtue of any power of attorney, the original power must be registered and produced with each dealing, and the memorandum of non-revocation signed by the attorney before a witness.
† N.B. Section 117 requires that the above Certificate be signed by Transferor or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.



B 272789

B272789B

ASHFIELD BRICK COMPANY LIMITED (in liquidation) and *Seville Trans of Sydney Public Account de Liquidation*

(herein called transferor) being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of *Four hundred and thirty eight pounds fifteen shillings (£438.15.0)* (the receipt whereof is hereby acknowledged) paid to it by

ROSS GREENACRE of *Harrisville Seaforth* and in further consideration of the sum of *Seven hundred and sixty pounds (£760)* paid to the said Ross Greenacre by *FREDERICK JAMES SHAKESPEARE* of Enfield Builder (hereinafter called Transferee) (the receipt of which sums is hereby respectively acknowledged) *at Enfield and the deduction of the said Ross Greenacre follows of the said Ross Greenacre* do hereby transfer to the said transferee

ALL such ~~the~~ Estate and Interest in ALL THE land mentioned in the schedule following:—

(a)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Cumberland	Petersham	part - and being Lots 38, 39 and 40 on Deposited Plan 10473	2348	229

And the transferee covenants with the transferor And for the consideration aforesaid the said Frederick James Shakespeare doth hereby for himself his heirs executors and administrators and so as to bind himself his assigns or tenants and other person or persons claiming or deriving title through or under or in trust for him to the aforesaid land and so as to bind the said land covenant with the said Ashfield Brick Company Limited that they shall not at any time hereafter raise any objection to the carrying on by The Ashfield Brick Company Limited or their assigns of the Brick Works now carried on by them on land adjacent to the land hereinbefore particularly described or to any necessary blasting or other operations arising from or done in connection with the carrying on by the Ashfield Brick Company Limited or their Assigns of the said Brick Works. The land to which the benefit of this covenant is intended to be appurtenant is the whole of the land comprised in certificate of title Volume 2348 Folio 229 other than the land hereby transferred. The land which is subject to the burden of the aforesaid covenant is the land described here in. The above covenant may be released varied or modified with the consent of the Ashfield Brick Company Limited its successors and assigns

Witness whereof the said Ross Greenacre and I the said Frederick James Shakespeare have signed and sealed at Sydney this 10th day of February 1925

Signed at Sydney the day of February 1925
Signed in my presence by the transferor
Harry H. Hall J.P.
WHO IS PERSONALLY KNOWN TO ME

Signed in my presence by ROSS GREENACRE who is personally known to me

John Nathan Payne
John Nathan Payne
Signed in my presence by the transferee

I direct this Transfer

Ross Greenacre

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

F. J. Shakespeare
Solicitor for the Transferee.

CONSENT OF MORTGAGEE.

SYDNEY

I, mortgagee under Mortgage No.
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.^a

^a Consents by Trustees must show consideration.

Dated at this
 day of 192

Signed in my presence by
 who is personally known to me.

B 272789

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.¹

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No: --- Miscellaneous Register under the authority of which he has just executed the within transfer.¹

¹ This form is not appropriate in cases of delegation under the Trustees Delegation of Powers Act, 1915, or the Execution of Trusts (War Facilities) Act, 1917.

¹ Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

Signed at the day of 192

Signed at the place and on the date above-mentioned, in the presence of—

FORM OF DECLARATION BY ATTESTING WITNESS.^k

Appeared before me at the day of one thousand nine
 hundred and twenty the attesting witness to this instrument,
 and declared that he personally knew the person
 signing the same, and whose signature thereto he has attested; and that the name purporting to be such
 signature of the said is own handwriting, and
 that he was of sound mind and freely and voluntarily signed the same.

^k May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

MEMORANDUM OF TRANSFER of

Acres 1 roads 193 1/2 perches.
lots 38, 39 & 40 in S.D. 10473

Since Canterbury
 Municipality Peterborough
 Parish Peterborough
 County Peterborough
Frederick James Shakespeare Transferree.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc.

Particulars entered in Register Book, Vol 2348 Fol. 229

the 29th day of January 1926
 at minutes 2 o'clock in the afternoon.

W. H. K. K. K.

Registrar General

Grant of Negative Easement affecting lots
38, 39 and 40 in S.D. 10473. Canterbury
Sheldfield Brick Company Limited Transferree
Particulars entered in Register Book Vol 13279 Fol 127 do 12th
February 1926 at 12 o'clock noon.
W. H. K. K. K.
Registrar General

PROGRESS RECORD

Sent to Survey Branch ...		
Received from Records ...		
Draft written ...		
Draft examined ...		
Diagrams prepared ...		
Diagrams examined ...		
Draft forwarded ...		
Supt. of Engravers ...		
Cancellation Clerk ...		
VOL. <u>3829</u>	FOL. <u>231 to</u>	
Diagram Fees ...		
Additional Folios ...		

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Charge d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting Consul, Pro-consul or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be 1/5. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferor may take out a new Certificate for the residue.



This form should be marked by the Commissioner of Stamp Duties before lodgment at the Land Titles Office

R.P.1

APPLICATION TO BE REGISTERED UNDER THE REAL PROPERTY ACT, 1900-1956
(SECTION 94), AS PROPRIETOR BY TRANSMISSION

ATTENTION IS DIRECTED TO THE HINTS ON THE BACK HEREOF

No alterations should be made by erasure. The words rejected should be scored through with the pen and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the margin. The Justice of the Peace who attests the application should initial all alterations. All blanks should be ruled before signing.

FEES—
Certificate
Lodgment
Endorsements
Total

Typing or handwriting in this application should not extend into any margin. Handwriting should be clear and legible and in permanent black non-erasing ink.

(1) Full Christian name(s), surname(s) and residential address(es) and also occupation, or in the case of firms (company), the legal status.

(2) If a joint estate, state to whom with the first.

(3) State out (appropriate word).

(4) When the deeds are very numerous, a full schedule may be made as annexure.

(5) Executor, or administrator, or trustee, or devisee or as case may be—adding any necessary particulars in particular. Applicants should not claim as executor and devisee or as executor and trustee.

(c) I/WE (s)
PATRICK MARGRAVES of 268 Malabar Road South Coogee Solicitor and
MARY JOSEPHINE BARBER of 176 Nottingham Road Lidcombe Married Woman

do solemnly and sincerely declare that I/WE (c) believe myself/ourselves (c) to be entitled for an estate in fee simple (h)

in the land described in the following Certificate of Title and Crown Grants held by TIMOTHY DEALY

late of Lidcombe deceased:—

Vol. (d)	Fol.	Vol.	Fol.	Vol.	Fol.	Vol.	Fol.	Vol.	Fol.	Vol.	Fol.
4306	203	(Residue)									

lodged herewith I/WE (c) having become so entitled as (c) Executors

of the Will/Estates of the said deceased who died on the 3rd day of April 1962

and (c) Probate (No. 5416033) of whose Will dated 22nd September 1958 was granted in NSW
Letters of Administration (N/A) of whose Estate were—

on the 13th day of September 1962. In further

verification whereof I/WE have deposited the abovementioned deeds and also the documents mentioned in the schedule hereunder—

SCHEDULE

1. (c) Probate of the will of the said deceased.
Letters of Administration of the Estate of the said deceased.

2. (c) {Federal Commissioner's Receipt for payment of estate duty and Evidence that} (See Note A) and Grant/Ce.T.
the Estate is not liable therefor.

3. (f) Receiving Clerk.

I/WE (c) also declare that—

(g) (i) No other person is within my/our knowledge entitled to any estate or interest in the said land:—

(h) (ii) I/WE have never been bankrupt or insolvent and have not assigned my/our interests under the said will/estates and that there are no unsatisfied writs, orders, judgments or executions outstanding against me/us;

(i) (iii) No proceedings have been instituted pursuant to the Testators' Family Maintenance and Guardianship of Infants Act, 1916-1954, in respect of the will/estates of the said TIMOTHY DEALY

(j) AND I/WE make this solemn declaration conscientiously, believing the same to be true and by virtue of the provisions of the Oaths Act, 1900-1955.

AND I/WE also certify that this application is correct for the purposes of the Real Property Act, 1900-1956.

(k) MADE and attested by the abovementioned

at Armidale
the 1st day of March, 1963
in the presence of—

R.E.V. Phillips J.P.

P. Margraves
M. J. Barber
Signature(s) of Applicant(s).

CAUTION.—This application is a statutory declaration and as such must be made before a prescribed functionary. Attention is also drawn to the penalties provided by law for any false statement herein.

J 325098

No. APPLICATION BY TRANSMISSION.

Lodged by CALVIN NELSON & CO.
SOLICITORS
Address: 1 NORTHUMBERLAND ROAD
AUBURN.
Phone No. 649-9555.6

INDEXED	PARTICULARS ENTERED IN REGISTER BOOK
<i>h</i>	Volume <u>4306</u> Folio <u>203</u>
Checked by <i>BP</i>	the <u>5th</u> day of <u>July</u> , 19 <u>63</u> , at <u>12</u> o'clock in the <u>noon</u> .
Signed by <i>[Signature]</i>	Registrar-General.
CERTIFICATE OF TITLE, dated the _____ day of _____, 19____, issued:— Volume _____ Folio _____	

Docs 1, 2 are available
for delivery

pld del
ret 7/63

LEAVE THIS SPACE BLANK

HINTS FOR APPLICANTS

(A) APPLICATION BY EXECUTORS OR ADMINISTRATORS

- There should be lodged with the application:—
(a) The Probate or Letters of Administration.
(b) The Certificates of Title or Grants.
 - Evidence should be lodged with the application:—
(a) Of the payment of Federal Estate Duty, or—
(b) That the Estate is not liable to duty, or—
(c) (From the Federal Commissioner of Taxation) that sufficient security is held for the payment of the duty.
If this cannot be furnished, the application will be allowed to proceed subject to a caveat at s 8 (b) being entered. (See Note A.)
(d) (In appropriate cases) that Double Probate has not been applied for.
 - A caveat will be entered to prevent dealings:—
(a) Not in accordance with the powers and duties of such executor or administrator, and
(b) In contravention of the Estate Duty Assessment Act (Federal) (unless evidence of payment or non-liability has been furnished).
- The fee (\$110/0 and \$/- for every extra folium) for such caveat should be paid at the time of lodging the application.

(B) APPLICATION BY DEVISEE

- There should be lodged with the application:—
(a) The Probate or Letters of Administration, etc.
(b) The Certificates of Title or Grants.
(c) The duly stamped consent of the executor or administrator, where signature should be witnessed, where the applicant is not such executor or administrator.
- Evidence should be lodged with the application:—
(a) Of the payment of Federal Estate Duty, or—
(b) That the Estate is not liable to duty, or—
(c) (From the Federal Commissioner of Taxation) that sufficient security is held for the payment of the duty.
(d) (In appropriate cases) that Double Probate has not been applied for.
- Of the payment or release of any legacy charged on subject land as the determination of any rights under the will in any person other than the applicant. (See "General" under "Receipts, Consents, etc.")
(f) Of the identity, where not evident, of the land devised with that applied for. (See Note D.)
(g) Of the identity, where not evident, of the devise with the applicant.
(h) Where the information has not been embodied in the application.

- That the title is not affected or liable to be affected by any Order under the Testator's Family Maintenance and Guardianship of Infants Act, 1916-1954. (See Note C.)
(ii) That the applicant is not a bankrupt, and has not assigned or encumbered his interest.

(C) APPLICATION BY PERSONS CLAIMING UNDER AN INTESTACY

- There should be lodged with the application:—
(a) The Letters of Administration.
(b) The Certificates of Title or Grants.
(c) The duly stamped consent of the administrator, whose signature should be witnessed.
(d) A certificate of death of the deceased.
- Evidence should be lodged:—
(a) Of the payment of Federal Estate Duty, or—
(b) That the Estate is not liable to duty, or—
(c) (From the Federal Commissioner of Taxation) that sufficient security is held for the payment of the duty.
(d) Where the information has not been embodied in the application that the applicant is not a bankrupt, and has not assigned or encumbered his interest.
(e) Of facts showing that the applicants are the only persons entitled in distribution to the estate of the intestate. (See Notes C and E.) (See also Section 61A Will, Probate and Administration Act, 1933-1954 as to persons dying on or after 1st January, 1935.)

GENERAL

- Such other evidence as the case may require should also be lodged.
- Caveats and Office Copies of Wills
2. When a transfer of the whole of the land in the application is lodged therewith a caveat, as in s 8 (c), will not be entered. In applications by trustees an office copy of the will should be lodged.
Statutory Declarations
3. Declarations should fully state their sources of knowledge of the facts declared to, and where the facts are not within their own knowledge they should fully state the sources of their information and belief.
Facts, and not inferences, should be declared to.
Declarations made outside the State of New South Wales should be made under the law of the State in which they are made and before a person authorized by that law to take declarations.
Declarations should be signed on each page by the declarant and the person before whom made, and should be solemnly endorsed.
Receipts, Consents, etc.
4. Receipts for legacies and consents and similar documents lodged in support of applications should be accompanied by evidence as to the identity of the person signing, and that he was not just at the date of such signing.

- Applications by Persons not Resident in New South Wales
5. See Section 61(7) of the Real Property Act, 1900-1933.
They will also be received, if declared at the place where the applicant resides in accordance with the law relating to statutory declarations of the State where made before a person authorized by that law to take declarations.
Alterations
6. In no case can any alteration, however trifling, be allowed to be made after the application has been declared unless all parties resign and re-declare the same. If it is discovered that any alterations are necessary the applicant may make a statutory declaration setting out in what manner he desires the application to be altered, which declaration will then (unless the Registrar-General consents that a fresh application ought to be made) be read as amended with the application.
Fees
7. Application by (a) any person other than executor, administrator or trustee, s 2/10/0, and an additional 2/- 0/0 for each such applicant after the first; (b) executors, administrators or trustees, s 2/0/0. For every extra folium \$/- and for every new Certificate of Title, with one simple diagram, s 2/10/0.
There are in addition to the fees mentioned above.

NOTES

- NOTE A
Federal Estate Duty
The caveat referred to in s 8 (b) above will not be entered:—
(a) where two or more years have elapsed since the death of the registered proprietor;
(b) When the Probate or Letters of Administration shows that the gross value of the estate in New South Wales did not exceed £2,500, or where the whole of the estate passes to the widow, widower, children or grandchildren, £5,000, and in either case evidence is furnished that the deceased did not leave any assets outside the State; or
(c) when a receipt for payment of duty is furnished, or the Probate or Letters of Administration bears a Certificate by the Federal Commissioner of Taxation that duty has been paid or that the estate is exempt from duty; or
(d) when the Federal Commissioner of Taxation certifies that he holds sufficient security for the payment of the duty.
- NOTE B
Evidence of Payment of Debts, Funeral and Testamentary or Administrative Expenses is not usually required with an application by an executor or administrator or with an application by a beneficiary on which is entered the consent of the executor or administrator.
- NOTE C
Testator's Family Maintenance and Guardianship of Infants Act, 1916-1954
An application by a devisee under the will of a testator who died since 7th October, 1916, should be accompanied by a statutory declaration by the applicant that he has not received notice of an application under the said Act, or a statutory declaration showing that search in the Equity Office discloses that no proceedings under the said Act have been taken in respect of the will of the deceased. In the latter case the declaration should show the date of search.
A statutory declaration showing the result of search in the Equity Office will be required in the case of a distribution of the estate of a male intestate who died on or after 1st January, 1939, unless evidence is furnished that there is no person by whom or on whose behalf an application could be made under Section 6 (1) (a) of the above Act.
- NOTE D
Evidence as to Identity of Land
All facts which are necessary to establish the identity of land should be fully set out, and might advantageously be illustrated by a sketch in appropriate cases.
Where the testator had not at the date of his will or codicil, as the case may be, any land in the locality or street mentioned in the devise other than that included in the application, proof of this will usually be sufficient.
Any mortgage, liens or encumbrances in the applicants' possession which would exist in identification must be lodged with the application.
- NOTE E
Submissions showing the nature of Evidence necessary to prove who are entitled in certain cases to Beneficiary to the Estate of an Intestate. (See requirement underlined.)
When the applicant claims as the widow or widower of an intestate who died on or after 1st June, 1935, it will be necessary to prove:—
(a) the marriage of the applicant to the intestate;
(b) that the intestate was never previously married, or if he or she were, the determination of such marriage;
(c) that there were not any children of the said marriage or marriages, or if there were, that they all predeceased the intestate without leaving children or remoter issue surviving him or her;

- that the net value of the estate in New South Wales did not exceed (i) £500 as to persons dying before 1st January, 1939 and (ii) £1,000 as to persons dying on or after 1st January, 1939, (b) £2,000 as to persons dying on or after 1st January, 1935.
- When the applicants claim as the children of the intestate it will be necessary to prove:—
(a) the marriage of the intestate with applicants' mother or father, as the case may be;
(b) that the father or mother of the applicants predeceased the intestate;
(c) that the intestate was only once married, or if more than once, the determination of all marriages and that the applicants are the only children of such marriage or marriages.
(All the children should be accounted for, and if any predeceased the intestate, it should be shown that he or she did not leave any child or more remote issue who survived the intestate.)
3. When the applicant claims as the father of the intestate it will be necessary to prove:—
(a) the marriage of the applicant to the intestate's mother;
(b) that the intestate was a child of such marriage;
(c) that the intestate did not leave any widow or widower or issue.
(d) that the intestate's mother predeceased him (if the intestate died on or after 1st January, 1935).
4. When the applicant claims as the mother of the intestate, it will be necessary to prove:—
(a) the marriage of the applicant to the intestate's father;
(b) that the intestate was a child of such marriage;
(c) that the intestate's father predeceased him;
(d) that the applicants are all the children of such marriage who survived the intestate;
(e) that the intestate did not leave any widow or widower or issue;
(f) that no brother or sister predeceased the intestate leaving children who survived him.
The evidence to prove who are the persons entitled in distribution to the estate of an intestate or other matters of pedigree should extend to all facts necessary for the purpose, and in each of the above cases evidence should also be furnished that no person is entitled under the Legitimacy Act, 1925, or the Child Welfare Act, 1935, to share in the estate of the intestate.
5. When the applicant claims as the brothers or sisters of the intestate, it will be necessary to prove:—
(a) the marriage or marriages of the intestate's parents;
(b) that the intestate was a child of one of such marriages;
(c) that the intestate's father and mother predeceased him;
(d) that the applicants are all the children of such marriages who survived the intestate;
(e) that the intestate did not leave any widow or widower or issue;
(f) that no brother or sister predeceased the intestate leaving children who survived him.
The evidence to prove who are the persons entitled in distribution to the estate of an intestate or other matters of pedigree should extend to all facts necessary for the purpose, and in each of the above cases evidence should also be furnished that no person is entitled under the Legitimacy Act, 1925, or the Child Welfare Act, 1935, to share in the estate of the intestate.
6. As far as possible the evidence should be established by certificates of birth, marriage, or death, verified by statutory declaration.
In those cases in which certificates cannot be obtained, copies, verified by statutory declaration, of entries in family Bibles should, if possible, be supplied, and evidence should be furnished by statutory declarations of persons who can speak of the facts of their own knowledge or who can depose to statements made by deceased relatives of the persons whose estate is the subject of claim.

FIRST SCHEDULE (cont)

REGISTERED PROPRIETOR

SECOND SCHEDULE (cont)

NATURE	INSTRUMENT		PARTICULARS
	NUMBER	DATE	
Transfer	J325098	17-12-1962	Easement for drainage affecting the proposed drainage easement 10 wide and variable width shown in plan lodged with Transfer No J32
Transfer	J325099		

	ADDRESS : 79 Viking Street, Campsie – Lot 23 DP 35848
What interest does Council have in the land?	Council is the owner of the land.
When did Council acquire the land?	11 July 1956
Why did Council acquire the land?	Unknown
How did Council acquire the land?	Purchased the land from the Housing Commission
Why is the plan being prepared?	To reclassify the land to Operational
What prompted the preparation of the plan?	The land is surplus to Council needs, and will be divested in the future.
How will it affect planning controls?	The land will be reclassified from Community Land to Operational Land under the provisions of Canterbury Local Environmental Plan 2012.
What actual physical or operational changes will result from the plan?	Site will be divested sometime in the future
Is the plan being prepared to permit a particular proposal?	Future divestment of surplus land
What are the financial implications of the reclassification?	Unknown at this stage, but will be subject to a valuation report at a later date.
Is there any rezoning associated with the classification?	No
Is the planning proposal to rectify an anomaly in a classification?	No

	ADDRESS : 79 Viking Street, Campsie – Lot 23 DP 35848
Will the planning proposal be consistent with an adopted POM or other strategy related to the site?	Yes
Will the draft LEP discharge any interests in public land under Section 30 of the Local Government Act ?	Yes
If so has Council identified all interests, whether any rights or interests will be extinguished, any trusts & covenants relevant to the site and included a copy of the title with the planning proposal?	Yes Extinguish covenant on title CT 23/35848
Has the Council identified that it will exhibit the planning proposal in accordance with the Department's Practice Note PN 09-003?	Yes
Has Council acknowledged in its planning proposal that a public hearing will be required and agreed to hold one as part of its documentation?	Yes

79 VIKING ST.
CAMPSIE.



Land & Property Information

A division of the Department of Finance & Services

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 23/35848

SEARCH DATE	TIME	EDITION NO	DATE
24/1/2013	10:57 AM	-	-

VOL 7155 FOL 90 IS THE CURRENT CERTIFICATE OF TITLE

LAND

LOT 23 IN DEPOSITED PLAN 35848
LOCAL GOVERNMENT AREA CANTERBURY
PARISH OF ST GEORGE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP35848

FIRST SCHEDULE

THE COUNCIL OF THE MUNICIPALITY OF CANTERBURY

(T G537906)

SECOND SCHEDULE (1 NOTIFICATION)

1 G537906 COVENANT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



R.P. 13.

No.

New South Wales

537906

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

Fees:— s. d.
Lodgment : :
Endorsement : :
Certificate : :
10/11/1947

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black or blue-black non-copying ink.

a If a lease estate, strike out "in fee simple" and interline the required alteration.

b Full postal address of transferee must be shown.

c If to two or more, state whether as joint tenants or tenants in common.

d If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

e If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being lot sec. D.P. " or "being the land shown in the plan annexed hereto." or "being the residue of the land in certificate (or grant) registered Vol. Fol. Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

f Strike out if unnecessary. Covenants should comply with Section 48 of the Conveyancing Acts, 1919-1943. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure of the same size and quality of paper as this instrument should be used.

very short note will suffice.

h If executed within the State, this instrument should be

I, THE HOUSING COMMISSION OF NEW SOUTH WALES the body corporate constituted by the Housing Act, 1912-1949 and the Housing Act, 1941-1947 (herein called transferor) being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of Two hundred and fifty pounds (£250) (the receipt whereof is hereby acknowledged) paid to it by

THE COUNCIL OF THE MUNICIPALITY OF CANTERBURY

(herein called transferee)

do hereby transfer to the said transferee ALL such its Estate and Interest in ALL the land mentioned in the schedule following:—

County.	Parish.	Reference to Title (d)			Description of Land (if part only). (e)
		Whole or Part	Vol.	Fol.	
Cumberland	St. George	Part	6621	130	Being Lot 23 in Housing Commission Plan No. 848.

but excluding therefrom all rights (if any) to the soil to the middle of that part of Viking Street fronting Lot 23 Housing Commission Plan 848.

And the transferee covenants with the transferor —

- That the land hereby transferred will not be used for any purpose other than as a road and,
- That no fencing or structure whatsoever shall be erected or repaired on the boundaries of the land hereby transferred and that retained by the transferor other than of a standard and kind previously approved of in writing by the transferor.

The land to which the benefit of the said covenants shall be appurtenant are Lots 22 and 24 as shown on Housing Commission Plan 848 but only during the ownership thereof by the transferor. The land subject to the burden of the said covenants is the land hereby transferred.

ENCUMBRANCES, &c., REFERRED TO:

THIS SPACE TO BE LEFT FREE FROM NOTATION.

NOT TO BE ALTERED BY ERASURE—See Foot Note.

(a) That the land hereby transferred will not be used for any purpose other than as a road and,

(b) That no fencing or structure whatsoever shall be erected or repaired on the boundaries of the land hereby transferred and that retained by the transferror other than of a standard and kind previously approved of in writing by the transferror.

The land to which the benefit of the said covenants shall be appurtenant are Lots 22 and 24 as shown on Housing Commission Plan 848 but only during the ownership thereof by the transferror. The land subject to the burden of the said covenants is the land hereby transferred.

ENCUMBRANCES, &c., REFERRED TO.

	ADDRESS : 49 Jeffrey Street, Canterbury – Lot 1 DP 959315
What interest does Council have in the land?	Council is the owner of the land.
When did Council acquire the land?	19 March 1975
Why did Council acquire the land?	Acquisition of open space and future road widening resolution 5/12/74
How did Council acquire the land?	Purchased from adjoining owner
Why is the plan being prepared?	To reclassify the land to Operational
What prompted the preparation of the plan?	The land is surplus to Council needs, and will be divested in the future.
How will it affect planning controls?	The land will be reclassified from Community Land to Operational Land under the provisions of Canterbury Local Environmental Plan 2012.
What actual physical or operational changes will result from the plan?	Possible consolidation with adjoining owner.
Is the plan being prepared to permit a particular proposal?	Future divestment
What are the financial implications of the reclassification?	Unknown at this stage, but will be subject to a valuation report at a later date.
Is there any rezoning associated with the classification?	No
Is the planning proposal to rectify an anomaly in a classification?	No

	ADDRESS : 49 Jeffrey Street, Canterbury – Lot 1 DP 959315
Will the planning proposal be consistent with an adopted POM or other strategy related to the site?	Yes
Will the draft LEP discharge any interests in public land under Section 30 of the Local Government Act ?	No
If so has Council identified all interests, whether any rights or interests will be extinguished, any trusts & covenants relevant to the site and included a copy of the title with the planning proposal?	Not applicable
Has the Council identified that it will exhibit the planning proposal in accordance with the Department's Practice Note PN 09-003?	Yes
Has Council acknowledged in its planning proposal that a public hearing will be required and agreed to hold one as part of its documentation ?	Yes



Land & Property Information

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LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 1/959315

SEARCH DATE	TIME	EDITION NO	DATE
1/7/2014	9:54 AM	-	-

VOL 12818 FOL 69 IS THE CURRENT CERTIFICATE OF TITLE

LAND

LOT 1 IN DEPOSITED PLAN 959315
LOCAL GOVERNMENT AREA CANTERBURY
PARISH OF PETERSHAM COUNTY OF CUMBERLAND
TITLE DIAGRAM DP959315

FIRST SCHEDULE

THE COUNCIL OF THE MUNICIPALITY OF CANTERBURY (T P228231)

SECOND SCHEDULE (1 NOTIFICATION)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

lg:cant-dhnguyen

PRINTED ON 1/7/2014

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WARNING: THE INFORMATION APPEARING UNDER NOTATIONS HAS NOT BEEN FORMALLY RECORDED IN THE REGISTER.

	ADDRESS : 14 Warejee Street, Kingsgrove – Lot 145 DP 16265
What interest does Council have in the land?	Council is the owner of the land.
When did Council acquire the land?	17 September 1948
Why did Council acquire the land?	Public recreation
How did Council acquire the land?	Resumed by notice in Government Gazette
Why is the plan being prepared?	To reclassify the land to Operational
What prompted the preparation of the plan?	The land is surplus to Council needs and will be divested in the future.
How will it affect planning controls?	The land will be reclassified from Community Land to Operational Land under the provisions of Canterbury Local Environmental Plan 2012.
What actual physical or operational changes will result from the plan?	Site will be divested sometime in the future
Is the plan being prepared to permit a particular proposal?	Future divestment
What are the financial implications of the reclassification?	Unknown at this stage, but will be subject to a valuation report at a later date.
Is there any rezoning associated with the classification?	No
Is the planning proposal to rectify an anomaly in a classification?	No

	ADDRESS : 14 Warejee Street, Kingsgrove – Lot 145 DP 16265
Will the planning proposal be consistent with an adopted POM or other strategy related to the site?	Yes
Will the draft LEP discharge any interests in public land under Section 30 of the Local Government Act ?	No
If so has Council identified all interests, whether any rights or interests will be extinguished, any trusts & covenants relevant to the site and included a copy of the title with the planning proposal?	Not applicable CT 145/16265
Has the Council identified that it will exhibit the planning proposal in accordance with the Department's Practice Note PN 09-003?	Yes
Has Council acknowledged in its planning proposal that a public hearing will be required and agreed to hold one as part of its documentation?	Yes



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LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 145/16265

SEARCH DATE	TIME	EDITION NO	DATE
28/5/2014	12:03 PM	-	-

VOL 4510 FOL 27 IS THE CURRENT CERTIFICATE OF TITLE

LAND

LOT 145 IN DEPOSITED PLAN 16265
LOCAL GOVERNMENT AREA CANTERBURY
PARISH OF ST GEORGE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP16265

FIRST SCHEDULE

COUNCIL OF THE MUNICIPALITY OF CANTERBURY (R D914955)

SECOND SCHEDULE (1 NOTIFICATION)

1 D914955 LAND EXCLUDES MINERALS (S.141 PUBLIC WORKS ACT,
1912)

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

lg:cant-mczuczman Dirk

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	ADDRESS : 24-26 Mazarin Street, Riverwood – Lot 23, DP 237686
What interest does Council have in the land?	Council is the owner of the land.
When did Council acquire the land?	22 April 1969
Why did Council acquire the land?	Drainage and public reserve
How did Council acquire the land?	Dedicated to Council as part of the surrounding subdivision.
Why is the plan being prepared?	To reclassify the land to Operational
What prompted the preparation of the plan?	The land is surplus to Council needs and will be divested in the future.
How will it affect planning controls?	The land will be reclassified from Community Land to Operational Land under the provisions of Canterbury Local Environmental Plan 2012.
What actual physical or operational changes will result from the plan?	Site will be divested sometime in the future
Is the plan being prepared to permit a particular proposal?	Yes, future sale to adjoining owner.
What are the financial implications of the reclassification?	Unknown at this stage, but will be subject to a valuation report at a later date.
Is there any rezoning associated with the classification?	No
Is the planning proposal to rectify an anomaly in a classification?	No

	ADDRESS : 24-26 Mazarin Street, Riverwood – Lot 23, DP 237686
Will the planning proposal be consistent with an adopted POM or other strategy related to the site?	Yes
Will the draft LEP discharge any interests in public land under Section 30 of the Local Government Act ?	Yes
If so has Council identified all interests, whether any rights or interests will be extinguished, any trusts & covenants relevant to the site and included a copy of the title with the planning proposal?	Yes Remove caveat public reserves CT 23/237686
Has the Council identified that it will exhibit the planning proposal in accordance with the Department's Practice Note PN 09-003?	Yes
Has Council acknowledged in its planning proposal that a public hearing will be required and agreed to hold one as part of its documentation?	Yes



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LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 23/237686

SEARCH DATE	TIME	EDITION NO	DATE
28/5/2014	12:02 PM	-	-

VOL 11037 FOL 223 IS THE CURRENT CERTIFICATE OF TITLE

LAND

LOT 23 IN DEPOSITED PLAN 237686
AT RIVERWOOD
LOCAL GOVERNMENT AREA CANTERBURY
PARISH OF ST GEORGE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP237686

FIRST SCHEDULE

THE COUNCIL OF THE MUNICIPALITY OF CANTERBURY

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 K200000P CAVEAT BY THE REGISTRAR GENERAL FORBIDDING
REGISTRATION OF INSTRUMENTS NOT AUTHORISED BY THE
PROVISIONS OF THE LOCAL GOVERNMENT ACT, 1919 RELATING
TO PUBLIC RESERVES

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

lg:cant-mczuczman Dirk

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	ADDRESS : 20A Cooks Avenue, Canterbury – Lot 61 DP 9484
What interest does Council have in the land?	Council is the owner of the land.
When did Council acquire the land?	1918
Why did Council acquire the land?	Dedication of land for drainage reserve
How did Council acquire the land?	Allotment created as part of a subdivision in 1918
Why is the plan being prepared?	To reclassify the land to Operational
What prompted the preparation of the plan?	The land is surplus to Council needs and will be divested in the future.
How will it affect planning controls?	The land will be reclassified from Community Land to Operational Land under the provisions of Canterbury Local Environmental Plan 2012.
What actual physical or operational changes will result from the plan?	Drainage easement will be retained
Is the plan being prepared to permit a particular proposal?	Sale to adjoining owners sometime in the future.
What are the financial implications of the reclassification?	Unknown at this stage, but will be subject to a valuation report at a later date.
Is there any rezoning associated with the classification?	No
Is the planning proposal to rectify an anomaly in a classification?	No

	ADDRESS : 20A Cooks Avenue, Canterbury – Lot 61 DP 9484
Will the planning proposal be consistent with an adopted POM or other strategy related to the site?	Yes
Will the draft LEP discharge any interests in public land under Section 30 of the Local Government Act ?	No drainage easement to be created prior to disposal
If so has Council identified all interests, whether any rights or interests will be extinguished, any trusts & covenants relevant to the site and included a copy of the title with the planning proposal?	No
Has the Council identified that it will exhibit the planning proposal in accordance with the Department's Practice Note PN 09-003?	Yes
Has Council acknowledged in its planning proposal that a public hearing will be required and agreed to hold one as part of its documentation ?	Yes



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LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: AUTO CONSOL 1585-219

SEARCH DATE	TIME	EDITION NO	DATE
1/7/2014	9:59 AM	-	-

VOL 1585 FOL 219 IS THE CURRENT CERTIFICATE OF TITLE

LAND

LAND DESCRIBED IN SCHEDULE OF PARCELS
LOCAL GOVERNMENT AREA CANTERBURY
PARISH OF ST GEORGE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP9484

FIRST SCHEDULE

THE COUNCIL OF THE CITY OF CANTERBURY

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- * 2 THE LAND ABOVE DESCRIBED IS DRAINAGE RESERVE AS SHOWN IN DP9484

NOTATIONS

UNREGISTERED DEALINGS: NIL

SCHEDULE OF PARCELS

LOTS 61-62 IN DP9484.

*** END OF SEARCH ***

lg:cant-dhnguyen

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