



ANNO QUINQUAGESIMO TERTIO

GEORGI II. REGIS.

Cap. 191.

An Act to enable the Vicar of the Parish and Parish Church of *Camberwell*, in the County of *Surrey*, to grant Leases of the Glebe belonging to the said Vicarage. [2d July 1813.]

WHEREAS *Edward Smyth* Clerk, is Vicar of the Church of *Camberwell*, in the County of *Surrey*: And whereas the Bishop of *Winchester* is the Ordinary of the said Church: And whereas *Sir William Smyth* of *Hill Hall*, in the County of *Essex*, Baronet, and *Dame Ann Smyth* his Wife, are seised in Fee in her Right of the Rectory of the said Church, and of the Advowson of the Vicarage of the said Church: And whereas the Glebe Lands belonging to the said Vicarage consist of Thirty-three Acres Two Roods and Fourteen Perches: And whereas great Benefit would accrue to the said Vicarage if Power were given to the Vicar of the said Church for the Time being to grant a Lease or Leases of such Parts of the Glebe Lands belonging to the said Vicarage as are described in the Schedule to this Act, containing Twenty-eight Acres and Twenty-nine Perches, for a Term of Years sufficient to encourage Persons to build upon and improve the same: May it therefore please Your Majesty, at the humble Petition of the said *Edward Smyth*, that it may be enacted, and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and after the passing of this Act it shall be lawful to and for the said *Edward Smyth*, and his Successors, Vicars of the said Church for the Time being, by Indenture or Indentures, to be sealed and delivered by the Vicar of the said Church for

Glebe Lands may be let on Building Leases.

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the Time being, to demise or lease, with the Consent in Writing of the Bishop of the Diocese, and the Patron of the said Vicarage for the Time being, all or any Part or Parts of the said Glebe Lands, described in the Schedule to this Act, for any Term or Number of Years, not exceeding Ninety-nine Years, in Possession unto any Person or Persons who shall be willing to build upon the said Glebe Lands, or to repair or improve the future Houses or Buildings to be erected thereon, or any of them, or to erect or build any House or Houses, or other Buildings, in lieu and stead thereof, in such Manner and with such Yards, Gardens, Paths, Passages, and Avenues, as in such Indenture or Indentures respectively shall be specified, so as there be reserved by every such Lease or Demise the best yearly Rent that can or may be reasonably obtained for the Premises therein comprised, payable Half-yearly or oftener, to the Party making such Lease or Demise, and his Successors, and so as every such Lease or Demise, be made without taking any Sum or Sums of Money, or other Thing whatsoever, by way of Fine, Income, or Foregift, for making the same (except as herein-after excepted), and so as that the Lessee or Lessees in every such Lease shall execute a Counterpart thereof, and so as in every such Lease or Demise, made for the Purpose of having Buildings erected thereon, shall be inserted a Covenant on the Part of the Lessee or Lessees to build and keep in Repair the Messuages and Buildings agreed to be erected and built upon the Ground thereby to be leased, and so as in every such Lease or Demise respectively made, for the Purpose of having Buildings repaired or improved, or rebuilt, there shall be inserted a Covenant, on the Part of the Lessee or Lessees, substantially to repair or improve, rebuild, and keep in Repair; and that in every such Lease, whether for building, improving, repairing, or rebuilding, there shall be inserted a Covenant on the Part of the Lessee or Lessees, to keep the Buildings erected, or to be erected, repaired, or improved on the Premises therein comprised, insured from Damage by Fire, to the Amount of the full Value thereof, in some or one of the Public Offices of Insurance in *London* or *Westminster*, and to lay out the Sum and Sums of Money to be received from such Offices of Insurance, in rebuilding or repairing the Buildings erected or to be erected as aforesaid; and also a Covenant to give up Possession of and leave in Repair the Messuages and Buildings erected and built, and to be erected and built, repaired and improved on the Premises therein comprised, on the Expiration or other sooner Determination of the Term to be thereby granted; and so as there shall be contained in every such Lease or Demise a proviso or Condition, that if the Rent or Rents to be thereby reserved shall at any Time be in Arrear, and not paid within Six Calendar Months after the same shall have become due, and have been demanded by a Notice in Writing, to be delivered to the Lessee or Lessees in such Demise or Lease, or to his, her, or their Executors, Administrators, or Assigns, or to be affixed on some conspicuous Part of the Premises therein comprised, or left with the Occupier, on some one of the Occupiers, on the same Premises; or if the Buildings erected or to be erected on the Ground comprised in any such Demise or Lease shall be suffered to be dilapidated or out of Repair, to the Value of Fifty Pounds or upwards; and the same shall not be repaired within Six Calendar Months, after Notice in Writing for that Purpose, to be delivered or affixed or left as aforesaid; or if the Covenant to keep the Buildings insured shall be broken; or if any of the Buildings erected and to be erected on the Ground comprised in any such Lease, shall be destroyed or damaged by

Fire or other Accident, and shall not be rebuilt or reinstated within Three Years next after such Fire or Accident, that then and in any of the said Cases it shall and may be lawful to and for the said *Edward Smyth* and his Successors to enter into and upon the Hereditaments comprised in such Lease, and that from and after such Entry, and thenceforth, such Lease shall be void and of no Effect in Law or in Equity, save and except as to such Covenants as may be therein contained on the Lessees' Part, and which may have been already broken by him or them, which Covenants in respect of the then existing Breaches thereof shall still continue in force.

II. Provided always, and be it further enacted by the Authority aforesaid, That it shall and may be lawful for the said *Edward Smyth* to take and receive of and from any Person or Persons, to whom he shall grant any such Building Lease or Leases as aforesaid, any Sum or Sums of Money by way of Fine, Income, or Foregift, not exceeding in the Whole the Sum of Four hundred and fifty Pounds, and to apply the same to reimburse himself such Sum or Sums of Money as he shall have expended in obtaining this Act.

Fine may be taken by the Vicar on granting Leases.

III. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person or Persons, Bodies Politic and Corporate, and his, her, and their respective Heirs, Successors, Executors, and Administrators; other than and except the said *Edward Smyth* and his Successors Vicars of the said Church; and the said Bishop of *Winchester*, and his Successors; and the said Sir *William Smyth*, and Dame *Ann Smyth*, and her Heirs and Assigns; all such Estate, Right, Title, Interest, Property, Claim and Demand whatsoever, of, in, to, and out of the said Lands hereby authorized to be leased as aforesaid, as they and every or any of them had before the passing of this Act, or could or might have had, held, or enjoyed, in case this Act had not been made.

General Saving.

IV. And be it further enacted, That this Act shall be printed by the several Printers to the King's most Excellent Majesty, duly authorized to print the Statutes of the United Kingdom; and that a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

Evidence Clause.

The SCHEDULE of those Parts of the Glebe Lands referred to in the foregoing Act, videlicet,

	A.	R.	P.
In the Occupation of John Owen, as Tenant at Will, at the yearly Rent of £60.			
A Parcel of Meadow Land opposite Camberwell Terrace, and adjoining the East Side of the Vicarage Garden - }	1	2	24
Another Parcel of Meadow Land opposite Camberwell Terrace, and adjoining the East Side of the above Piece }	1	3	0
Another Parcel of Meadow Land adjoining the North Side of the above Pieces, and on the East Side of the Vicarage Home Meadow - - - - - }	3	0	34
Total in the Occupation of John Owen -	6	2	18
In the Occupation of William Law, Tenant at Will, at the yearly Rent of £60.			
A Parcel of Meadow Land lying opposite Camberwell Terrace, and adjoining to the East Side of the Lands let to John Owen - - - - - }	6	1	25
In the Occupation of Aram, Tenant at Will, at the yearly Rent of £12.			
A Parcel of Meadow Land adjoining South on the Vicarage Home Meadow and Land, let to John Owen, and North on the Nursery hereafter mentioned - - - }	3	2	20
In the Occupation of Messrs. John Adams and William Norval, as Joint Tenants at Will, at the yearly Rent of £63.			
A Parcel of Nursery and Garden Ground, lying North of the Common Sewer, adjoining to the South End of the Meadow let to Aram, and on the North by the back Part of a new Street, called Edmund's Street, and in part on the North East adjoining to Dowlas Common - }	8	1	38
Unoccupied, estimated to be of the annual Value of £10.			
A Parcel of Arable Land lying at the Top of Camberwell Grove, and between ditto and Grove Hall - - - }	3	0	8
Total present Rents £205.	28	0	29

Tho' Chapman, Surveyor.