



ANNO DECIMO SEPTIMO & DECIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. 13.

An Act for enabling Leases, Sales, and Exchanges to be made of Lands subject to the Will of *George Ward*, deceased, and for other Purposes; and of which the Short Title is "*Ward's Estate Act, 1854.*" [24th July 1854.]

WHEREAS *George Ward*, late of *Northwood Park* in the *Isle of Wight*, Esquire, deceased, duly made, signed, and published his last Will and Testament in Writing, bearing Date the Twenty-second Day of *June* One thousand eight hundred and twenty-seven, and which was duly executed and attested as by Law was then required for passing Freehold Estates by Devise, and thereby devised unto his Sons *George Henry Ward* and *John Robert Ward*, and to *John Ayton* and *William Hearn*, a certain Capital Messuage or Dwelling House, with the Appurtenances, called *West Hill*, situate in the Parish of *Northwood*, and all that his Messuage or Dwelling House, with the Outouses, Barn, Gardens, and Appurtenances, called *De Bourne Lodge*, situate in the Parish of *Northwood* aforesaid, as then occupied by Lord *Listowell*, and the Coach House and Stables thereunto belonging then occupied by Mrs. *Hannah Harrington*, and all that his Advowson, Donation, perpetual Patronage,

Will of
George
Ward, dated
22d June
1827.

[Private.]

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and

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and Right of Presentation of and to the Rectory and Parish Church of *Bletchingley* in the County of *Surrey*, and all his Messuages and Lands in the same Parish of *Bletchingley*, to hold the same unto and to the Use of the said *George Henry Ward*, *John Robert Ward*, *John Ayton*, and *William Hearn*, their Heirs and Assigns, upon and for the several Trusts, Intents, and Purposes therein-after expressed and declared of and concerning the same respectively; and as to all other the said Testator's Manors or Lordships, Capital and other Messuages, Farms, Lands, Tenements, Tithes, and Hereditaments, Moieties, Parts, and Shares of Manors, Messuages, Farms, Lands, Tenements, Tithes, and Hereditaments, situate in the *Isle of Wight*, in the County of *Southampton*, in the County of *Middlesex*, or elsewhere, he devised the same and every Part thereof, with their and every of their Appurtenances, unto the said *John Ayton* and *William Hearn*, their Heirs and Assigns, to hold the same unto the said *John Ayton* and *William Hearn*, their Heirs and Assigns, to the several Uses, upon and for the several Trusts, to and for the several Intents and Purposes therein-after expressed and declared of and concerning the same; (that is to say,) to the Use of the said Testator's eldest Son, the said *George Henry Ward*, and his Assigns, during his Life, without Impeachment of Waste; and from and immediately after the Determination of that Estate by Forfeiture or otherwise in his Lifetime, to the Use of the said *John Ayton* and *William Hearn* and their Heirs, during the Life of the said *George Henry Ward*, in trust to support the contingent Uses and Estates therein-after limited as therein mentioned; and from and after the Decease of the said *George Henry Ward*, to the Use of the First Son of the Body of the said *George Henry Ward*, and the Heirs Male of the Body of such First Son lawfully issuing; and for default of such Issue, to the Use of the Second Son of the Body of the said *George Henry Ward*, and the Heirs Male of the Body of such Second Son lawfully issuing; and for default of such Issue, to the Use of the Third, Fourth, Fifth, Sixth, Seventh, Eighth, and all and every other Son or Sons of the Body of the said *George Henry Ward* lawfully to be begotten, severally, successively, and in remainder, one after another, in Order and Course as they and every of them should be in Seniority of Age and Priority of Birth, and the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing, the elder of such Sons and the Heirs Male of his Body to be always preferred to and to take before the younger of such Son and Sons and the Heirs Male of his and their Body and Bodies issuing; and for default of such Issue, to the Use of the said Testator's Son *William Ward* and his Assigns during his Life, without Impeachment of Waste; and from and after the Determination of that Estate by Forfeiture or otherwise in his Lifetime, to the Use of the said *John Ayton* and *William Hearn*, and their Heirs, during the Life of the said *William Ward*, upon trust to support the contingent

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tingent Uses and Estates therein-after limited as therein mentioned ; and from and after the Decease of the said *William Ward*, to the Use of the said Testator's Grandson *William George Ward*, eldest Son of the said *William Ward*, and his Assigns, during his Life, without Impeachment of Waste ; and from and after the Determination of that Estate by Forfeiture or otherwise in his Lifetime, to the Use of the said *John Ayton* and *William Hearn* and their Heirs, during the Life of the said *William George Ward*, upon trust to support the contingent Uses and Estates therein-after limited from being defeated or destroyed, and for that Purpose to make Entries and bring Actions as Occasion might require, yet nevertheless to permit and suffer the said *William George Ward* and his Assigns to receive the Rents, Issues, and Profits for his own Use, during his Life ; and from and after his Decease, to the Use of the First Son of the Body of the said *William George Ward*, and the Heirs Male of the Body of such First Son lawfully issuing ; and for default of such Issue, to the Use of the Second Son of the Body of the said *William George Ward*, and the Heirs Male of the Body of such Second Son lawfully issuing ; and for default of such Issue, to the Use of the Third, Fourth, Fifth, Sixth, Seventh, Eighth, and all and every other Son and Sons of the Body of the said *William George Ward* lawfully to be begotten, severally, successively, and in remainder one after another, in Order and Course as they and every of them should be in Seniority of Age and Priority of Birth, and the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing, the elder of such Sons and the Heirs Male of his Body being always preferred and to take before the younger of such Son and Sons and the Heirs Male of his and their Body and Bodies issuing ; and for default of such Issue, to the Use of the said Testator's Grandson *Henry Ward*, Second Son of the said *William Ward*, and his Assigns, during his Life, without Impeachment of Waste ; and from and after the Determination of that Estate by Forfeiture or otherwise in his Lifetime, to the Use of the said *John Ayton* and *William Hearn*, and their Heirs, during the natural Life of the said *Henry Ward*, upon trust to support the contingent Uses and Estates therein-after limited from being defeated or destroyed, and for that Purpose to make Entries and bring Actions as Occasion might require, yet nevertheless to permit and suffer the said *Henry Ward* to receive and take the Rents and Profits thereof during his Life ; and from and after his Decease to the Use of the First Son of the Body of the said *Henry Ward*, and the Heirs Male of the Body of such First Son lawfully issuing ; and for default of such Issue, to the Use of the Second Son of the Body of the said *Henry Ward*, and the Heirs Male of the Body of such Second Son lawfully issuing ; and for default of such Issue, to the Use of the Third, Fourth, Fifth, Sixth, Seventh, Eighth, and all and every other Son and Sons of the Body of the said *Henry Ward* lawfully to be

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be begotten, severally, successively, and in remainder one after another, in Order and Course as they and every of them should be in Seniority of Age and Priority of Birth, and the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing, the elder of such Sons and the Heirs Male of his Body being always preferred and to take before the younger of such Sons and Son and the Heirs Male of his and their Body and Bodies issuing; and for default of such Issue, to the Use of the said Testator's Grandson, *Matthew Ward*, Third Son of the said *William Ward*, and his Assigns, during his natural Life, without Impeachment of Waste; and from and after the Determination of that Estate by Forfeiture or otherwise in his Lifetime, to the Use of the said *John Ayton* and *William Hearn*, and their Heirs, during the Life of the said *Matthew Ward*, upon trust to support the contingent Uses and Estates therein-after limited, as therein mentioned; and from and after his Decease, to the Use of the First Son of the said *Matthew Ward* and the Heirs Male of the Body of such First Son lawfully issuing; and for default of such Issue, to the Use of the Second Son of the Body of the said *Matthew Ward*, and the Heirs Male of the Body of such Second Son lawfully issuing; and for default of such Issue, to the Use of the Third, Fourth, Fifth, Sixth, Seventh, Eighth, and all and every other Son and Sons of the Body of the said *Matthew Ward* lawfully to be begotten, severally, successively, and in remainder one after another, in Order and Course as they and every of them should be in Seniority of Age and Priority of Birth, and the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing, the elder of such Sons and the Heirs Male of his Body being always preferred and to take before the younger of such Son and Sons and the Heirs Male of his and their Body and Bodies issuing; and for default of such Issue, to the Use of the Fourth or next after-born Son of the said *William Ward* and the Heirs Male of the Body of such Fourth Son lawfully issuing; and for default of such Issue, to the Uses in the said Will mentioned; and the said Testator gave all his Leasehold Manors, Messuages, Farms, Tenements, and Hereditaments unto the said *John Ayton* and *William Hearn*, their Executors, Administrators, and Assigns, in trust for the said *George Henry Ward* and his Assigns during his Life; and from and after his Decease, in trust for such Person and Persons, for such Estate and Estates, Interest and Interests, and for such Ends, Intents, and Purposes, as were therein-before in his said Will mentioned, expressed, declared, or contained of or concerning his Manors or Lordships, and of or concerning his Freehold Messuages, Farms, Lands, Tenements, and Hereditaments therein-before given and devised, or as near thereto as the Rules of Law or Equity should allow; and the said Will also contained a Power to appoint the said Messuage and Premises called *Westhill* as therein mentioned,

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mentioned, and also a Power for the Testator's said Sons *George Henry Ward* and *William Ward*, and for the said Testator's said Grandsons *William George Ward*, *Henry Ward*, *Matthew Ward*, and *George Ward*, and for certain other Sons of the said Testator, named respectively *Henry Baynes Ward*, *John Robert Ward*, *James Duff Ward*, and *Richard Octavius Ward*, who had Life Estates limited to them respectively under the Limitations contained in the said Will, ulterior to the aforesaid Limitation to the Fourth or next after-born Son of the said *William Ward* and the Heirs Male of his Body from Time to Time, when and as they should respectively be in the actual Possession of or entitled to the Receipt of the Rents and Profits of the said Testator's said Manors, Messuages, Farms, Lands, Tenements, Tithes, Hereditaments, and Estates by virtue of the Limitations contained in his said Will, to appoint, as therein mentioned, to any Woman or Women respectively whom they or either of them should or might respectively marry, for the Life or Lives of such Woman or Women respectively, certain annual Sums to be charged and chargeable upon all and every or any of the said Testator's said Manors and Messuages, Farms, Lands, Tithes, Tenements, Hereditaments, and Estates, with the usual Powers and Remedies for recovering and enforcing Payment thereof respectively by Distress and Entry upon and Perception of the Rents and Profits of the Hereditaments so to be charged therewith, and to appoint the Hereditaments so to be charged as aforesaid to any Person or Persons whomsoever for such Term or Terms of Years as therein mentioned; and the said Will also contained Power for the said Testator's said Sons *George Henry Ward* and *William Ward*, and for his said Grandsons *William George Ward*, *Henry Ward*, *Matthew Ward*, and *George Ward*, and for the said *Henry Baynes Ward*, *John Robert Ward*, *James Duff Ward*, and *Richard Octavius Ward* respectively, from Time to Time or at any Time when and as they should respectively be in the Possession of or entitled to the Receipt of the Rents and Profits of the said Testator's said Manors, Messuages, Farms, Lands, Tithes, Tenements, and Hereditaments by virtue of the Limitations contained in his said Will, to subject and charge as therein mentioned all or any Part of the said Manors and other Hereditaments therein-before devised to them as aforesaid, to and with Payment of such Sum or Sums of Money for the Portion or Portions of his or their respective younger Child or Children as therein mentioned, and for the Purpose of raising such Portion or Portions and Interest for the same respectively, to appoint as therein mentioned all or any Part of the Hereditaments so to be charged as last aforesaid to any Person or Persons for any Term of Years whatsoever, without Impeachment of Waste, upon trust to raise the Money so to be charged by way of Mortgage as therein mentioned; and the said Will also contained Powers of leasing in the following Words; (that is to say,)

“ Provided also, and my Will further is, that it shall and may be

[*Private.*]

“ lawful

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“ lawful to and for the Person or Persons for the Time being entitled
 “ to my said Manors, Messuages, Farms, Lands, Tenements, and Here-
 “ ditaments, after they shall have respectively attained his, her, or their
 “ Age or Ages of Twenty-one Years, by Indenture or Indentures or
 “ other Instrument or Instruments in Writing, to be sealed and
 “ delivered by them respectively in the Presence of and attested by
 “ One, Two, or more credible Witness or Witnesses, or, where the
 “ same hath usually been by Copy of Court Roll, then by Copy of
 “ Court Roll, to demise, lease, or grant such of the Cottages,
 “ Houses, Gardens and Lands therein-before given or devised to them
 “ as now is or are, or heretofore usually or occasionally hath or have
 “ been leased, granted, or held for One Life or for Two or more
 “ Lives, or for any Number of Years determinable on the dropping in
 “ of One Life or of Two or Three Lives unto any Person or Persons
 “ whomsoever, for One Life or for Two or Three Lives, or for any
 “ Number of Years determinable on the Death of any Person or the
 “ Deaths of Two or Three Persons, so as upon every such Lease
 “ there be reserved and made payable, during the Continuance thereof
 “ respectively, half-yearly or quarterly, as hath been usual, and to
 “ be incident to the next Remainder or Reversion of and in the same
 “ Premises, the ancient and accustomed yearly Rent or Rents, or as
 “ great or beneficial Rents as now are or at any last Time of leasing
 “ or granting the same respectively was or were reserved for the same
 “ or greater, and also the usual Heriots and Services (if any), or a
 “ greater or just Proportion in Value of such Heriots and Services
 “ where Part only is or shall be leased or granted by virtue of this
 “ Power, and so as there be not in any Part or Parcel of such Pre-
 “ mises so to be demised or leased any greater Estate or Interest
 “ subsisting at any one Time than will wear out or be determinable
 “ on the dropping of the Lives of Three Persons all then in
 “ being, and so that there be contained in every such Demise or
 “ Lease a Condition for Re-entry in case of Nonpayment of the
 “ Rent or Rents thereby to be respectively reserved, and so as that the
 “ Lessee or Lessees in every such Lease shall and do execute a Counter-
 “ part or Counterparts thereof, and do thereby covenant for the due
 “ Payment of the Rent or Rents to be thereby respectively reserved ;
 “ provided also, and I do hereby declare, that it shall be lawful for the
 “ Person and Persons who for the Time being shall be Tenant for
 “ Life or Tenants for Life of my said Manors and Messuages, Farms,
 “ Lands, Tenements, and Hereditaments, under the Gifts, Devises,
 “ Uses, Trusts, or Limitations aforesaid, when they shall have
 “ respectively attained their respective Ages of Twenty-one Years, by
 “ Indenture or Indentures under their, his, or her Hands and Seals or
 “ Hand and Seal, to demise, lease, or grant at Rackrent such
 “ Part and Parts of my said Manors, Messuages, Farms, Lands,
 “ Tenements, and Hereditaments as have been usually let at Rack-
 “ rent,

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“ rent, and also the Lands belonging to such of my Property as hath
“ heretofore been let for Lives or Years determinable with Lives to
“ any Person or Persons for any Term or Number of Years not
“ exceeding Fourteen Years, to take effect in possession, and not in
“ reversion and by way of future Interest, except as is mentioned in
“ the next Powers, so as there be reserved in every such Lease and
“ Leases the best and most improved yearly Rent that can be gotten
“ for the same, without taking any Fine, Premium, or Foregift, or
“ anything in the Nature of a Fine, Premium, or Foregift, in respect
“ of such Lease, and so as in every such Lease there be contained a
“ Clause for Re-entry in case of Nonpayment of the Rent or Rents
“ thereby respectively to be reserved, and so as no such Tenant be
“ made dispunishable for Waste, and so as the Lessees execute
“ Counterparts of such Leases respectively; provided also, and my
“ Will is, and I do declare, that it shall be lawful for my Trustees,
“ *John Ayton* and *William Hearn*, and the Trustees for the Time
“ being acting in the Execution of the Trusts of this my Will, from
“ Time to Time and at all Times during the Minority or Minorities
“ of any Person or Persons who under the Trusts of this my Will
“ shall be beneficially entitled to the Rents, Issues, and Profits of my
“ said Manors, Lordships, Farms, Lands, Tithes, Tenements, and
“ Hereditaments, to demise and lease the same Farms, Lands, Tithes,
“ Tenements, and Hereditaments, or any Part thereof, (except *North-*
“ *wood* House, Park, Lawn, Garden, and Plantations,) at Rackrent, to
“ any Person or Persons for any Term or Number of Years not
“ exceeding Fourteen Years, to take effect in possession or in reversion
“ after the Expiration of any other Term or Interest, whereof not more
“ than One Year shall be to run out or expire previously to such Lease
“ or Leases taking effect, and also to let and demise *Northwood* House,
“ Park, Lawn, Garden, and Plantations for any Term or Number of
“ Years, to be determinable on any Person beneficially entitled under
“ this my Will attaining the Age of Twenty-one Years, and becoming
“ so entitled, so as there be reserved upon every such Lease the
“ best and most improved Rent that can be had or gotten for the
“ same, and so as no such Lessee be made dispunishable for Waste by
“ any express Words therein contained; provided also, and my Will
“ and Meaning is, and I do declare and direct, that it shall and may be
“ lawful for the Person or Persons who shall for the Time being be
“ in the Possession of and beneficially entitled to the Rents and
“ Profits of my said Manors, Lordships, Farms; Lands, Tithes, Tene-
“ ments, and Hereditaments under the Limitations herein contained,
“ together with all the Trustees then acting in the Execution of this
“ my Will, and also for the Trustees for the Time being acting in the
“ Execution of this my Will during the Minority or respective
“ Minorities of any and every Person beneficially interested under
“ the Limitations aforesaid, by Indenture or Indentures sealed and
“ delivered

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“ delivered by them respectively in the Presence of and attested by
 “ Two^l or more credible Witnesses, to demise or lease all or any
 “ Part or Parts of the Messuages, Farms, Lands, Tenements, and
 “ Hereditaments hereby devised, with the Rights, Members, and
 “ Appurtenances thereto respectively belonging (except my Mansion
 “ House, Park, Gardens, Lawns, and Lands called *Northwood Park*,
 “ with the Appurtenances), unto any Person or Persons who shall be
 “ willing and shall covenant and agree to improve the same by
 “ erecting or building thereon any new House or Houses, Erection or
 “ Erections, or to rebuild or repair any of the Messuages or Tene-
 “ ments, Erections and Buildings whatsoever, on any Part thereof, or
 “ expend such Sums of Money in the Improvement thereof respectively
 “ as shall be thought adequate for the Interest therein respectively to
 “ be parted with, and with or without Liberty for the Lessee or
 “ Lessees to take down all or any Part or Parts of any Buildings
 “ which may be standing upon the Premises in any such Lease or
 “ Leases respectively to be comprised, and to convert and dispose of
 “ the Materials thereof to such Uses and Purposes as shall be therein
 “ mentioned and agreed upon, and also to lay out or appropriate any Part
 “ of the Premises to be comprised in such Lease or Leases as and for a
 “ Yard or Yards, Garden or Gardens, to any Building or Buildings built
 “ or to be built upon the Premises, or as and for a Way or Ways, Street
 “ or Streets, Road or Roads, Avenue or Avenues, Passage or Passages,
 “ Sewer or Sewers, for the Use and Convenience of the Lessee or
 “ Lessees, or other Tenants or Occupiers of the Premises, in such
 “ Manner as shall be mentioned and agreed upon in such Lease or
 “ Demise, so as such Lease or Demise shall be for any Term or Num-
 “ ber of Years determinable on the dropping of One Life, or of Two or
 “ Three Lives, all in being at one and the same Time, with or without
 “ a Covenant to add One Life or Two Lives gratis on the dropping
 “ of any One or Two of the firstly-named Lives, or for any Term or
 “ Number of Years not exceeding Ninety-nine Years absolute, and to
 “ take effect in possession, and not in reversion or by way of future
 “ Interest, and so as there be reserved in each such Lease or Demise
 “ the best and most-improved yearly Rent that can be reasonably had
 “ and gotten for the same, such Rents to be made payable quarterly
 “ free from all Deductions whatsoever, regard being had to the Value
 “ of the Buildings, if any, to be comprised in such Leases or Demises,
 “ without taking any Fine, Premium, or Foregift, or anything in the
 “ Nature thereof, for the making such Leases or Demises, and so as
 “ there be contained in such Leases or Demises respectively Covenants
 “ from the respective Lessees to pay the Rents thereby reserved, and
 “ to build and keep in repair the Messuages, Erections, and Buildings
 “ which may have been or may agree to be erected and built on the
 “ Premises, or may be built or building thereon at the Time of the
 “ Execution of such Lease or Leases, and to surrender and leave in
 “ repair

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“ repair the Messuages, Erections, and Buildings to be erected and
 “ built, or rebuilt and repaired, upon the Premises thereby respectively
 “ to be leased at the End of the Term and Terms in such Leases to
 “ be granted, so as there be contained in such Leases or Demises
 “ respectively a Power for the Lessors and their Successors and Agents
 “ to enter upon the Premises, and to inspect the State and Condition
 “ thereof, and so as there be also contained in such Leases or Demises
 “ respectively Conditions of Re-entry for Nonpayment of the Rent to
 “ be thereby reserved, or Non-performance of the Provisoes, Covenants,
 “ and Conditions on the respective Lessees Part, and so as the
 “ respective Lessees do severally execute Counterparts of their
 “ respective Leases; provided always, and I do further will and
 “ declare, that it shall and may be lawful for the said Person or
 “ Persons for the Time being beneficially entitled under the Limitations
 “ aforesaid, together with all the Trustees for the Time being acting
 “ in the Trusts of this my Will, and also for such Trustees for the
 “ Time being during the Minority or Minorities of any Person or
 “ Persons for the Time being beneficially entitled by Indenture or
 “ Indentures sealed and delivered by them respectively in the Presence
 “ of and attested by Two or more Witness or Witnesses to demise
 “ or lease all or any Part or Parts, not exceeding in the whole the
 “ Sum of Four hundred Pounds *per Annum* at Rackrent, of my said
 “ Manors, Lordships, Messuages, Farms, Lands, Tenements, and Here-
 “ ditaments, with the Rights, Easements, and Appurtenances thereunto
 “ respectively belonging, unto any Person or Persons who shall be
 “ willing and shall covenant and agree to improve the same by
 “ erecting or building thereon any new House or Houses, Erections,
 “ or Buildings, or to build or repair any of the Messuages or Tene-
 “ ments, Erections and Buildings whatsoever, which now are or
 “ hereafter shall be on the Site of the same Hereditaments, or any
 “ Part thereof, or to expend such Sums of Money in the Improvement
 “ thereof respectively as shall be thought adequate for the Interest
 “ therein respectively to be parted with or without Liberty for the
 “ Lessee or Lessees to take down all or any Part or Parts of any
 “ Buildings which may be standing upon the Premises in any such
 “ Lease or Leases respectively to be comprised, and to convert and
 “ dispose of the Materials thereof to such Uses and Purposes as
 “ shall be therein mentioned and agreed upon, and also to lay out or
 “ appropriate any Part of the Premises to be comprised in such Lease
 “ or Leases as and for a Yard or Yards, Garden or Gardens, to any
 “ Building or Buildings built or to be built upon the Premises, or
 “ as and for a Way or Ways, Street or Streets, Road or Roads,
 “ Avenue or Avenues, Passage or Passages, Sewer or Sewers, for the
 “ Use and Convenience of the Lessee or Lessees, or other Tenants or
 “ Occupiers of the Premises, in such Manner as shall be mentioned
 “ and agreed upon in such Lease or Demise, so as such Lease or
 [Private.] 4 a “ Demise

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“ Demise shall be for any Term or Number of Years determinable on
 “ the dropping of One Life or of Two or Three Lives, all in being at
 “ one and the same Time, with a Power to add not exceeding Two or
 “ more Lives gratis on the Death of One or Two of the original Life
 “ or Lives, or for any Term or Number of Years not exceeding
 “ Ninety-nine Years absolute, to take effect in possession, and not in
 “ reversion or by way of future Interest, reserving small or nominal
 “ Rents only, such Rents to be made payable quarterly, free from all
 “ Deductions whatsoever, and to accept, receive, and take any Fine,
 “ Premium, or Foregift, or anything in the Nature thereof, for the
 “ making such respective Leases or Demises, so nevertheless that there
 “ be contained in such Leases or Demises respectively Covenants for the
 “ respective Lessees to pay the Rents thereby reserved, and to build and
 “ keep in repair the Messuages, Erections, and Buildings which may
 “ have been or may be agreed to be erected and built on the Premises,
 “ or may be built and building thereon at the Time of the Execution of
 “ such Lease or Leases, and to surrender and leave in repair the Mes-
 “ suages, Erections, and Buildings to be leased at the End of the Term
 “ and Terms in such Leases to be granted, and so as there be contained
 “ in such Leases or Demises respectively a Power for the Lessors or
 “ their Successors and Agents to enter upon the Premises, and to
 “ inspect the State and Condition thereof, and so as there be also
 “ contained in such Leases or Demises respectively Conditions of
 “ Re-entry or Nonpayment of the Rent to be thereby reserved, or
 “ Nonperformance of the Covenants, Provisoes, and Conditions on
 “ the respective Lessees Part, and so as the respective Lessees do
 “ severally execute Counterparts of the respective Leases, and so as
 “ no such Lease be granted without the Consent of all the Trustees
 “ then in existence, and so as that not more in the whole than Lands
 “ to the Value in the whole of Four hundred Pounds *per Annum*
 “ be let under this Power, relying altogether on the Integrity of the
 “ Trustees to see this Power exercised for the ultimate Benefit of
 “ my Estate, notwithstanding the same may occasion an immediate
 “ Diminution of the Rental of my Estate; and I do declare and
 “ direct that my said Trustees shall stand possessed of all Fines to be
 “ raised and received by such letting as last aforesaid, upon trust to
 “ pay One Moiety thereof to or for the Benefit of the Person or
 “ Persons then beneficially entitled as Tenant for Life of the same
 “ Hereditaments, and to lay out and invest the other Moiety thereof
 “ upon the Trusts herein-after declared of and concerning the Residue
 “ of my Personal Estate herein-after bequeathed;” and the said Will
 also contained a Power of Exchange in the following Words, (that is
 to say,) “ I declare my Will and Mind to be that it shall and may be
 “ lawful to and for my said Sons *George Henry Ward* and *William*
 “ *Ward*, and to and for my said Grandsons *William George Ward*
 “ and *Henry Ward*, *Matthew Ward*, and *George Ward*, and to and
 “ for

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“ for my said Sons *Henry Baynes Ward, John Robert Ward, James*
 “ *Duff Ward, and Richard Octavius Ward* respectively, when and as
 “ they respectively shall be in the actual Possession or in the Receipt
 “ of the Rents and Profits of my said Manors or Lordships, Messuages,
 “ Farms, Lands, Tenements, Tithes, and Hereditaments, and also for
 “ the Trustees for the Time being, to exchange all or any Part or
 “ Parts of my said Manors, Lordships, Advowsons, Messuages,
 “ Farms, Lands, Tenements, Tithes, and Hereditaments, and Real
 “ Estate, for other Manors, Lordships, Advowsons, Rectories,
 “ Vicarages, Farms, Lands, Tenements, Hereditaments, and Real Estate
 “ of the same Tenure, to be situate in the Isle of *Wight* aforesaid, or
 “ any other Part of the County of *Hants*, and for that Purpose to
 “ appoint, limit, and convey the same Estates and Premises, or such
 “ Part or Parts thereof as shall be so exchanged or agreed to be
 “ exchanged, discharged from all Powers, Provisoos, Limitations,
 “ Conditions, and Contingencies in this my Will contained respecting
 “ the same to any Person or Persons whomsoever, for such Equivalent
 “ or Recompence in other Manors, Messuages, Farms, Lands,
 “ Advowsons, Rectories, Vicarage, Tithes, Tenements, and Heredita-
 “ ments as shall be deemed fair and equitable; and I do hereby give
 “ full Power to my said Sons and Grandsons respectively, when they
 “ shall be so in possession of or in the Receipt of the Rents and
 “ Profits of my said Estates as aforesaid, together with my Trustees,
 “ whose Concurrence, or the Concurrence of the major Part of them,
 “ shall be necessary, and to my said Trustees during any such Minority
 “ or Minorities of any such Person or Persons, to make, seal, execute,
 “ and deliver all such Appointments, Deeds, and Writings as shall be
 “ requisite for carrying such Exchange or Exchanges into full and
 “ complete Effect; and my Will is and I do direct that the Manors,
 “ Messuages, Farms, Lands, Tenements, and Hereditaments, and Real
 “ Estates, so to be raised by my said Sons and Grandsons by way of
 “ Exchange as aforesaid, shall be conveyed, settled, and assured to
 “ the same Uses, upon the same Trusts, and for the same Intents and
 “ Purposes, and under and subject to the same Powers, Provisoos,
 “ Restrictions, Conditions, and Contingencies, and with the same
 “ Limitations and Remainders over, and in the same Manner and Form
 “ in all respects as my said Manors, Messuages, Farms, Lands,
 “ Tenements, Hereditaments, and Real Estate are by this Will settled,
 “ limited, and assured, or as near thereto as the Deaths of Parties and
 “ other intervening Circumstances will then admit; and under this
 “ Power I request my Trustees to use every Endeavour to effect what
 “ they know to be my Wish in reference to an Exchange of the said
 “ Advowson of *Bletchingley*; and I request my Son *James Duff*
 “ *Ward* to give every Facility to such my Wish;” and after
 bequeathing various Legacies charged upon his said Real Estates, and
 giving Directions for the Sale or Exchange of the said Advowsons,
 Donation,

Ward's Estate Act, 1854.

Donation, perpetual Patronage and Right of Presentation of, in, and to the said Rectory and Parish Church of *Bletchingley*, and for the Purchase Money for the same to be held upon such and the same Trusts as were therein-after declared concerning the Residue of his Personal Estate as to the said Testator's said Messuages or Dwelling Houses, with the Coach Houses, Lawn, Garden, and Appurtenances, called respectively *West Hill* and *Debourne Lodge*; the said Testator declared that he had so given the same unto and to the Use of the said *George Henry Ward*, *John Robert Ward*, *John Ayton*, and *William Hearn*, their Heirs and Assigns, upon trust and to the End, Intent, and Purpose that they his said Trustees should, so long as any or either of his Daughters should be living and unmarried, permit and suffer such of his said Daughters as should remain unmarried to reside in and occupy such. One of his said Messuages, Coach Houses, Lawn, Stables, Garden, and Appurtenances, called respectively *West Hill* and *Debourne Lodge*, as his said Daughters who should be living and unmarried at the Time of his Decease should elect and choose, such Election and Choice to be signified to his said Trustees within Three Months after his Decease as therein mentioned, and that his said Daughters and Daughter should, during so long as any or either of them should live and remain single and unmarried, reside in and occupy such of the said Two Cottages or Dwelling Houses, Lawn, Garden, Coach Houses, and Appurtenances as should be so elected and chosen as aforesaid, without paying any Rent or other Compensation for the same; and from and after the Death or Marriage of all his said Daughters, which should first happen, then his Will was that his said Trustees should stand seised of the said Messuages, Dwelling Houses, Coach Houses, Lawn, and Garden so chosen as aforesaid, to such and the same Uses, upon and for such of the same Trusts, Ends, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Conditions in and by his said Will expressed, declared, and contained of and concerning his Manors and the Residue of the Real Estate thereby devised to the said *John Ayton* and *William Hearn* as aforesaid, and as to such One of the said Testator's said Two Messuages, Dwelling Houses, Coach Houses, Lawn, and Premises which should not be elected and chosen by his said Daughters for their Residence, his Will was that his said Trustees should stand seised of the same to such and the same Uses, upon and for such and the same Trusts, and to and for such and the same Ends, Intents, and Purposes, as were in and by his said Will declared of and concerning his said Manors and the Residue of his Real Estate in and by his said Will devised to the said *John Ayton* and *William Hearn* as aforesaid; and after giving various other specific and pecuniary Legacies, as, to, for, and concerning the Residue and Remainder of his ready Monies, Debts, Mortgages, Bonds, Wills, Notes, Deposits, Liens, and Securities for
Monies,

Ward's Estate Act, 1854.

Monies, Annuities, Pensions, Stocks, Funds, *London Dock Stock*, Horses, Cattle, Implements and Utensils of Husbandry, and all and every other his Personal Estate whatsoever and wheresoever, and of what Nature, Kind, or Quality soever, whereof he had any Power to dispose after Payment of his Debts and Funeral and Testamentary Expenses, and all and singular the Legacies and Sums of Money by his said Will given and bequeathed and subject thereto, he gave and bequeathed the same and every Part thereof, with their and every of their Rights, Members, and Appurtenances, unto the said *George Henry Ward, John Robert Ward, John Ayton, and William Hearn*, their Executors, Administrators, and Assigns, according to the Nature and Quality of the same respectively, upon the Trusts therein-after declared, (that is to say,) upon trust at their sole and uncontrolled Discretion to call in and compel Payment of all or any Part of the Monies due to the said Testator, and to sell and dispose of any Annuity or Pension payable to him, or otherwise to continue out such Monies or any Part thereof on the same or any other Security, and to continue to receive such Annuity or Annuities and Pension or Pensions for such Period and so long as the same should be payable, and to stand possessed of all Monies which in any way should come to their Hands, or be received by them as the Residue or Part of the Residue of his Personal Estate, upon trust to lay out and invest the same on Government or Real Securities at Interest, *India Stock, London Dock Stock, London Assurance Stock, Globe Assurance Stock* or Shares, or in the Purchase of any Life Annuity or Annuities, and in insuring in some public Insurance Office or Offices the Payment on the Death or Deaths of the Person or Persons for whose Life or Lives the Annuity or Annuities so to be purchased should be granted of a Sum or Sums equal in Amount to the Sum or Sums to be given for the Purchase of any such Annuity or Annuities, and that they the said Trustees, and the Trustees for the Time being acting in the Execution of the Trusts of the said Will, should, for the Term of Twenty-one Years from the said Testator's Decease, stand possessed of all the said Residue, Stocks, Securities, Funds, *India Stock, Bank Stock, London Dock Stock, Regent's Canal Shares, Annuities, Insurances*, and other Property from Time to Time constituting the Residue of his Personal Estate, upon the Trusts following, (that is to say,) upon trust either to let the same wholly accumulate for the Term of Twenty-one Years from the Day of the said Testator's Decease, or otherwise, at the Discretion and on the proper Authority of his said Trustees, from Time to Time during the said Term of Twenty-one Years from his Decease to lay out and invest the said Monies or any Part thereof in the Purchase of any Freehold, Lease or Copyhold Manors, Messuages, Farms, Lands, Tenements, and Hereditaments they might think proper, to be situate somewhere in the *Isle of Wight* or in the County of *Southampton*, and should by and

[*Private.*]

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Ward's Estate Act, 1854.

out of the said Monies, Stocks, Funds, and Securities, and the Dividends, Interest, and annual Produce thereof, pay the Purchase Money or Purchase Monies for the same, and upon further trust that they his said Trustees and the Survivors and Survivor of them, and the Heirs, Executors, Administrators, and Assigns of such Survivor, should stand and be seised and possessed of and interested in the Manors, Messuages, Farms, Lands, Tenements, and Hereditaments so to be purchased as aforesaid; and the said Testator thereby directed that the same should be conveyed, settled, and assured to such and the same Uses, upon such and the same Trusts, and for such and the same Ends, Intents, and Purposes, as were therein-before in his said Will mentioned, expressed, declared, or contained of or concerning the Residue of his said Manors, Messuages, Farms, Lands, Tithes, Tenements, and Hereditaments situate in the said *Isle of Wight* and in *Soho Square* in the County of *Middlesex*, therein-before devised; and the said Testator directed that in the meantime and until the said Residue and Surplus of the said Trust Monies, Stocks, Funds, and Securities, Annuities, Pensions, and other the Property for the Time being constituting the Residue of his Personal Estate, and the Dividends, Interest, and annual Produce thereof, should be laid out and invested in the Purchase of such Manors, Messuages, Farms, Lands, Tenements, and Hereditaments as aforesaid, the said Dividends, Interest, and annual Produce should be again laid out and invested during the said Term of Twenty-one Years from his Decease in or upon some of the Government Stocks or other Stocks, Funds, or Securities therein-before mentioned, or in such Purchase of Annuities or otherwise as aforesaid, and should accumulate by way of Compound Interest during the said Term of Twenty-one Years from his Decease, subject nevertheless to be at any Time laid out and invested in the Purchase of Manors, Messuages, Farms, Lands, Tenements, and Hereditaments as aforesaid, at the Discretion of his said Trustees during the Minority or Minorities of the Person or Persons for the Time being entitled to the Possession or to the Receipt of the Rents and Profits of his said Manors, Messuages, Farms, Lands, Tenements, and Hereditaments therein-before devised, and with the Consent and Approbation of such Person or Persons so entitled as aforesaid, after he, she, or they should have attained his, her, or their Age or respective Ages of Twenty-one Years, and from and immediately after the Expiration of the said Term of Twenty-one Years from the said Testator's Decease, then upon trust that his said Trustees, the said *George Henry Ward, John Robert Ward, John Ayton, and William Hearn*, and other the Trustees for the Time being of his said Will, and the Survivors and Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should stand and be possessed of and interested in all such Part and Parts of the said Trust Monies, Stocks, Funds, and Securities,
and

Ward's Estate Act, 1854.

and the Dividends, Interest, and annual Produce thereof, as should not have been laid out and invested in the Purchase of Manors, Messuages, Farms, Lands, Tenements, or Hereditaments, and all such Annuities and Annuity so to be purchased as aforesaid, and every Policy and Policies of Insurance and other the said Property, in trust that the said Trustees should immediately after the Expiration of the said Term of Twenty-one Years from his Decease, convert all the said residuary Property, Annuities, and Pensions into Money, and lay out and invest the same in the Purchase of Freehold Manors, Messuages, Farms, Lands, Tenements, and Hereditaments to be situate in the *Isle of Wight*, in the County of *Southampton*, or elsewhere in *England*, which, when so purchased, the said Testator directed should be conveyed, settled, and assured to the same Uses, upon the same Trusts, and for the same Ends, Intents, and Purposes as were therein-before expressed, declared, or contained of and concerning his Manors, Messuages, Farms, Lands, Tenements, and Hereditaments situate in the *Isle of Wight* and in *Soho Square*, therein-before by him devised, or such and so many Uses, Trusts, and Limitations as should be then subsisting undetermined and capable of taking effect; and the said Testator directed that after the Expiration of the said Term of Twenty-one Years, until the said Trust Monies so lastly thereby directed to be laid out in the Purchase of Freehold Manors, Messuages, Farms, Lands, Tenements, and Hereditaments should be actually so laid out, the Dividends, Interest, and annual Produce thereof should go and belong and be paid to or received by the Person or Persons who would have been entitled to the Rents, Issues, and Profits of the said Manors, Messuages, Farms, Lands, Tenements, and Hereditaments, in case the same had been actually so purchased as last aforesaid, it being the said Testator's Intention that all Accumulations of his Personal Estates should, according to Law, cease on and at the Expiration of the said Term of Twenty-one Years from his Decease, and the said Will also contained a Power of appointing new Trustees thereof, and the said Testator by his said Will appointed the said *George Henry Ward*, *John Robert Ward*, *John Ayton*, and *William Hearn* his Executors: And whereas the said Testator duly made, signed, and published Nine Codicils to his said Will: And whereas by the Second in Order of Date of such Codicils, which said Second Codicil bore Date the Ninth Day of *January* One thousand eight hundred and twenty-eight, and was duly executed and attested as by Law was then required for passing Freehold Estates by Devise, the said Testator devised his Manor and Estate of *Western* to such and the same Persons to such and the same Uses in all respects as he had in and by his said Will devised the Residue of his Manors and Estates in the *Isle of Wight*: And whereas by the Fifth in Order of Date of such Codicils, which said Codicil bore Date the First Day of *December*

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Ward's Estate Act, 1854.

One thousand eight hundred and twenty-eight, and was duly executed and attested as by Law was then required for passing Freehold Estates by Devise, the said Testator revoked all the Devises, Bequests, Limitations, and Trusts in his said Will made to the said *John Ayton* jointly with any other Person or Persons, and by his said Fifth Codicil devised and bequeathed all and singular the Messuages, Advowsons, and Hereditaments by his said Will devised to *George Henry Ward, John Robert Ward, John Ayton, and William Hearn*, unto and to the Use of the said *George Henry Ward, John Robert Ward, and William Hearn*, their Heirs and Assigns, upon such and the like Trusts, and to and for such and the like Ends, Intents, and Purposes, and with, under, and subject to such and the same Powers, Provisoos, and Conditions in all respects as the said Testator had by his said Will given and devised the same to the said *George Henry Ward, John Robert Ward, John Ayton, and William Hearn*, their Heirs and Assigns, and the said Testator devised and bequeathed unto the said *William Hearn*, his Heirs and Assigns, all and singular the Manors, Messuages, Advowsons, Farms, Lands, Tithes, and Hereditaments, and Real Estates whatever, which he had in and by his said Will devised to the said *John Ayton* and *William Hearn*, their Heirs and Assigns, to hold the same unto and to the Use of the said *William Hearn*, his Heirs and Assigns, for ever, upon such and the same Trusts, and with such Limitations and Remainders over, and with, under, and subject to such Powers, Provisoos, Conditions, and Restrictions in all respects as he had in his said Will given and devised the same to the said *John Ayton*; and the said Testator gave and bequeathed to the said *George Henry Ward, John Robert Ward, and William Hearn*, all the Sums of Money and Personal Estate which he had in and by his said Will given and bequeathed to the said *George Henry Ward, John Robert Ward, John Ayton, and William Hearn*, to hold the same unto the said *George Henry Ward, John Robert Ward, and William Hearn*, their Executors, Administrators, and Assigns, upon such and the same Trusts, and for such and the same Ends, Intents, and Purposes, as he had in and by his said Will given and bequeathed the same to the said *George Henry Ward, John Robert Ward, John Ayton, and William Hearn*; and the said Testator revoked the Appointment of the said *John Ayton* to be One of the Executors, and appointed the said *George Henry Ward, John Robert Ward, and William Hearn* joint Executors of his said Will, and directed that his Will should throughout be read and understood and acted on as if the Name of the said *John Ayton* had not been originally inserted therein either as Trustee or Executor: And whereas by the Seventh in Order of Date of such Codicils, which said Seventh Codicil bore Date the Eleventh Day of *February* One thousand eight hundred and twenty-nine, and was duly executed and attested as by Law was then required for passing Freehold Estates by Devise, the said Testator revoked and altered the Limitations in his

• *Ward's Estate Act, 1854.*

his said Will contained respecting his said Rectory and Advowson of *Bletchingley*, and his said Messuages and Lands in the said Parish of *Bletchingley*, but did not otherwise affect or alter the Limitations contained in his said Will as herein-before mentioned: And whereas by the said other Codicils to his said Will the said Testator gave and bequeathed various Legacies, but did not in any Manner affect or alter the Limitations contained in his said Will and the said herein-before recited Codicils of his said Messuages, Manors, Lands, Hereditaments, and Real Estate, or any of the aforesaid Powers and Provisoos in such Will, and the said recited Codicils relating to or affecting the same Messuages, Manors, Lands, Hereditaments, and Real Estate: And whereas the said Testator died on the Eighteenth Day of *February* One thousand eight hundred and twenty-nine, without having revoked or altered his said Will otherwise than as the same was revoked or altered by his said Codicils, and without having revoked or altered his said Codicils otherwise than as the earlier in Date of such Codicils was revoked or altered by the later in Date of such Codicils: And whereas the said Will and Codicils of the said Testator were, on the Twenty-fourth Day of *April* One thousand eight hundred and twenty-nine, duly proved in the Prerogative Court of the Archbishop of *Canterbury* by the said *George Henry Ward, John Robert Ward, and William Hearn*: And whereas the Real Estates of the said Testator which were devised by his said Will and Codicils, and still remain subject to the Trusts thereof, other than and except the said Testator's said Advowson, Donation, perpetual Patronage, and Right of Presentation of and to the Rectory and Parish Church of *Bletchingley* aforesaid, and his said Messuages and Lands in the same Parish of *Bletchingley*, and his said Messuage and Appurtenances called *Westhill*, are specified in the First Part of the Schedule to this Act annexed: And whereas, since the Death of the said Testator, various other Real Estates have been purchased out of the residuary Personal Estate of the said Testator, pursuant to the Trusts in that Behalf contained in the said Will, and have been settled to and for the same Uses, Trusts, Intents, and Purposes as were by the said Testator declared and expressed of and concerning his residuary Real Estates, the Particulars of which said purchased Estates are specified in the Second Part of the said Schedule to this Act: And whereas the said Testator left him surviving only Five Daughters, that is to say, *Emma Ward, Charity Frances Ward, Harriet Ward, Charlotte Ward, and Honora Sophia Ward*: And whereas the said *Harriet Ward*, on the Sixth Day of *November* One thousand eight hundred and twenty-eight, married *John Leigh Beckford*: And whereas the said *Charity Frances Ward* died in or about the Month of *December* One thousand eight hundred and fifty-three, without having been married: And whereas the said *Emma Ward, Charlotte Ward, and Honora Sophia Ward* are still

Will and
Codicils of
the Testator
proved 24th
April 1829.

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Ward's Estate Act, 1854.

surviving and unmarried, and, under the Power in that Behalf contained in the said Will, have duly elected to reside in and occupy the said Messuage and Appurtenances called *Westhill*, and are accordingly still residing in and occupying the same: And whereas the said *George Henry Ward* died on the Twenty-seventh Day of *September* One thousand eight hundred and forty-nine, without having had any Male Issue, and the said *William Ward* died on the Thirtieth Day of *June* One thousand eight hundred and forty-nine, and the said *William George Ward* thereupon entered into the Possession or into the Receipt of the Rents and Profits of the said Lands and Hereditaments specified in the Schedule to this Act, and hath ever since continued and now is in such Possession or Receipt: And whereas the said *William George Ward* has Issue Five Children and no more, namely, *Edmund Granville Ward*, his only Son, who was born on the Ninth Day of *November* One thousand eight hundred and fifty-three, and *Mary Ward*, *Frances Agnes Ward*, *Cecilia Emily Ward*, and *Gertrude Theresa Ward*; and the said *Henry Ward* has never been married, and the said *Matthew Ward* died without having had any Male Issue: And whereas *Arthur Robert Ward* was the Fifth Son of the said *William Ward*, and attained his Age of Twenty-one Years on the Twenty-ninth Day of *December* One thousand eight hundred and fifty: And whereas by a Decree of the High Court of Chancery, bearing Date the Twenty-eighth Day of *April* One thousand eight hundred and thirty-two, in a Cause wherein the said *George Henry Ward* was Plaintiff, and *John Robert Ward*, the said *William Hearn* and *William Ward*, and the said *William George Ward*, *Henry Ward*, *Matthew Ward*, and *Arthur Robert Ward*, then Infants, by the said *William Ward* their Guardian, were Defendants, it was declared (amongst other things) that the said Will and Codicils of the said Testator ought to be established, and the Trusts thereof performed and carried into execution; and certain Accounts were directed of the said Testator's Personal Estate, and of his Funeral and Testamentary Expenses, Debts, Legacies, and Annuities; and Directions were given for the Administration of such Personal Estate in a due Course of Administration: And whereas in the Course of the Proceedings of the said Cause all the Funeral and Testamentary Expenses and Debts of the said Testator have been paid, and all the Legacies and Annuities bequeathed by his said Will and Codicils have been paid and discharged, or Funds for the Payment thereof have been duly set apart and appropriated: And whereas the said *John Robert Ward* having died on the Seventh Day of *June* One thousand eight hundred and thirty-three, *John James Saunders*, by an Indenture of Appointment and Release dated the Twenty-sixth Day of *November* One thousand eight hundred and thirty-three, grounded on a Lease for a Year, and made between the said *George Henry Ward* and *William Hearn* of the First Part, the said

Decree in
Chancery,
dated 28th
April 1832.

Ward's Estate Act, 1854.

said *John James Saunders* of the Second Part, and *Richard Grove Burfoot* of the Third Part, was duly appointed, in pursuance of the said Power to that effect contained in the said Testator's said Will, to be a Trustee in the Place of the said *John Robert Ward*, to act in conjunction with the said *George Henry Ward* and *William Hearn* in the Trusts of the said Will and Codicils: And whereas the said *William Hearn* having died on the Twenty-second Day of *February* One thousand eight hundred and forty-five, and the said *George Henry Ward* having died as herein-before mentioned on the Twenty-seventh Day of *September* One thousand eight hundred and forty-nine, and the said *John James Saunders* being desirous of being discharged from the said Trusts, it was by an Order of the High Court of Chancery, dated the Eighth Day of *June* One thousand eight hundred and fifty, ordered that *Henry Ker Seymer* of *Hanford House* in the County of *Dorset*, Esquire, *Henry Dick Woodfall* of *Dean's Yard* in the City of *Westminster*, Esquire, and *Francis James*, should be appointed Trustees of the said Will and Codicils in the Place of the said *George Henry Ward*, *William Hearn*, and *John James Saunders*: And whereas by another Order of the said High Court of Chancery, dated the Twenty-second Day of *December* One thousand eight hundred and fifty-one, it was ordered that *James Robert Hope*, Queen's Counsel, be appointed Trustee, together with *Henry Ker Seymer* and *Henry Dick Woodfall* in the Petition named, of the Will and Codicils of the Testator *George Ward*, deceased, save and except as to a Legacy of Eight thousand Pounds thereby bequeathed in trust for the Benefit of the said Testator's Son *Henry Baines Ward*, and his Children, and as to the said Legacy and all the Trusts thereof it was ordered that *Robert Hook*, of Sixteen, *Saint James's Street*, in the County of *Middlesex*, be appointed Trustee thereof, together with the said *Henry Ker Seymer* and *Henry Dick Woodfall*, and pursuant to the "Trustee Act, 1850," it was ordered that all and singular the Hereditaments and Estates and the Personal Estates and Effects which were then or lately were vested in *Francis James* in the Petition named jointly with the said *Henry Ker Seymer* and *Henry Dick Woodfall*, upon the Trusts of the said Will of the said *George Ward* deceased, or which were otherwise subject to such Trusts, save and except the said Eight thousand Pounds, or the Securities in which the same might be invested or had been invested, should vest in the said *Henry Ker Seymer*, *Henry Dick Woodfall*, and *James Robert Hope*, their Heirs, Executors, Administrators, and Assigns respectively, according to the Nature, Tenure, and Quality thereof respectively, for the respective Estates and Interest then or late of the said *Henry Ker Seymer*, *Henry Dick Woodfall*, and *Francis James* therein respectively, or all the respective Estates and Interests therein respectively subject to such Trusts as aforesaid: And whereas since the Date of the said last-mentioned Order the said *James Robert Hope* has taken the Name of

Order of the
Court of
Chancery,
dated 22d
December
1851.

Scott

Ward's Estate Act, 1854.

Scott after and in addition to his Name of *Hope*, and is now known by the Name of *James Robert Hope Scott*: And whereas such of the said Real Estates specified in the said Schedule as are situate in the Parish of *Northwood* are in the immediate Neighbourhood of the Town of *West Cowes* in the *Isle of Wight*, but have only a few Buildings erected thereon: And whereas the said Real Estates also include One Bank of the River *Medina* from near the Mouth thereof to a Distance of about Three Miles from the *Solent*, and other Parts of the said Real Estates are situate within the Town of *West Cowes*, and are already built upon, and other Parts of the said Real Estates are situated along the said *Solent Sea*, adjoining the Town of *West Cowes*, and interspersed with Lands belonging to other Persons, which last-mentioned Lands are already built upon: And whereas, owing to the increased Importance and the greater Facility of Communication with the said Town of *West Cowes*, there is a good Prospect of the same being considerably enlarged, and of building on an extensive Scale being carried on in the Neighbourhood thereof, and various Parts of the said Estates present very eligible Sites for such Buildings, and could be most advantageously let on Building and Repairing Leases, but the Powers contained in the said Will are in practice found not sufficiently explicit or extensive for that Purpose: And whereas other Parts of the said Estates which abut upon the said River *Medina* could be very advantageously let for the Purpose of constructing Wharfs, Docks, and other Works adapted to the Banks of a navigable River, but there are no Powers contained in the said Will and Codicils sufficiently extensive for that Purpose: And whereas a certain Portion of Land, Part of the said Estates situate in the said Parish of *Northwood*, and upon which a Reservoir and some Waterworks were some Years since constructed, has for some Time past been in the Occupation of a Company formed for the Purpose of supplying the Town and Neighbourhood of *West Cowes* with Water, and called "The *West Cowes* Waterworks Company," and to whom a Lease thereof was made and granted by the said *George Henry Ward*, deceased: And whereas the said Reservoir and the Works connected therewith are essential to the Objects of the said Company, and the said Company are desirous of enlarging and improving the same, and of expending a considerable Sum of Money thereon, provided they could obtain a new Lease thereof for a long Term of Years, with such Easements, Rights, and Privileges as would render the same available for their Purposes: And whereas, having regard to the present Circumstances of the Property, and to the Importance of facilitating the Erection of Buildings in the Neighbourhood of the said Town, it would be greatly for the Advantage of the Persons already and to be hereafter interested in the said Estates that such Lease as is required by the said Company should be granted, and accordingly the said *William George Ward* hath entered into Articles
of

Ward's Estate Act, 1854.

of Agreement, bearing Date the Thirteenth Day of *January* One thousand eight hundred and fifty-three, with the Directors of the said Company, whereby, after reciting that the Parties thereto of the First Part (being the said Directors) had applied to the said *William George Ward*, and requested him to enter into such Agreement with them as therein-after was contained for granting the proposed Lease, and for taking the necessary Steps to obtain the Sanction of Parliament thereto, it was witnessed and thereby agreed that the said *William George Ward* would, as soon as such Sanction of Parliament should have been obtained as therein-after mentioned, execute or join with all necessary and proper Parties in executing to *William Drover* and *William Douglas Hewitt*, the Trustees of the said Company, at the Costs of the said Company, a Lease of a Piece or Parcel of Land situate in the Parish of *Northwood* aforesaid, being the said Piece of Land now in the Occupation of the said Company as aforesaid, and comprised in Indenture of Lease granted by the said *George Henry Ward*, and which is therein recited and known as the "Brickfield," and on Part of which the Reservoir for Water herein-before mentioned was constructed, together with the several Rights, Easements, and Appurtenances which, by the said therein-recited Indenture of Lease, were purported to be demised for the Term of Ninety-nine Years from the Date of the Indenture of Lease so agreed to be granted; and that the said Company should pay to the Lessors, upon the Execution thereof, such Sum by way of Fine, and also such yearly Rent during the Continuance of the said Lease, as should be assessed and settled by Two Referees, One to be chosen by the said Company, and the other by the Lessors, or, in case of Disagreement, by an Umpire to be chosen by such Referees; and it was thereby further agreed that the said Lease should contain Covenants, on the Part of the Lessees, for the due Payment of the said Rent, and of all present or future Taxes, Charges, Rates, Assessments, and Impositions (other than Property Tax), and also a Covenant on their Part to expend upon the Improvement of the said Premises, within Five Years from the Date of such Lease, the Sum of at least Five hundred Pounds; and also a Covenant to keep any Buildings erected thereon, or to be erected, improved, or repaired thereon, insured from Loss or Damage by Fire, to the Amount of Three Fourths at least of the Value thereof; and also a Covenant to surrender the Possession of, and leave in good Repair, all Buildings, Reservoirs, Waterworks, and other Works to be constructed, improved, or repaired on the Premises, on the Expiration or sooner Determination of the said Term; and also a Covenant to commit as little Damage as possible to the adjacent Lands, and to pay a reasonable Compensation for such Damage; and it was thereby agreed that there should also be contained in such Lease a Power for the Person or Persons for the Time being entitled to the Reversion expectant on such Lease, twice at

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Ward's Estate Act, 1854.

Order of
Court of
Chancery,
dated 15th
January,
1853.

Master's
Report, dated
24th June
1853.

Order of
Court of
Chancery,
dated 25th
July 1853,
confirming
the Master's
Report.

least in every Year, to enter upon the demised Premises and inspect the Condition thereof, and that such Lease should also contain a Condition of Re-entry for Nonpayment of the Rent or Nonperformance of any of the Covenants, Provisions, and Conditions therein contained, on the Part of the Lessees, their Executors, Administrators, or Assigns, and that such Lease should also contain a Covenant on the Part of the Lessors for the quiet Enjoyment of the said demised Premises: And whereas by an Order of the High Court of Chancery made in the said Causes on the Petition of the said *William George Ward*, bearing Date the Fifteenth Day of *January* One thousand eight hundred and fifty-three, it was ordered that it be referred to the Master to whom the said Causes stood referred to ascertain and state to the Court whether it would be fit and proper, and for the Benefit of the Parties beneficially interested in the residuary Real Estates of the said *George Ward* the Testator, that the Agreement entered into with the *West Cowes Waterworks Company* in the Petition mentioned (being the said Articles of Agreement herein-before recited) should be carried into effect, and that such Act of Parliament as is mentioned or referred to in the said Agreement should be applied for to such Purport and Effect as were mentioned in the Draft Act of Parliament in the Petition mentioned, or with any and what Variations or Alterations therein, or what Steps should be taken for carrying out the said Agreement: And whereas *Sir George Rose* Knight, the Master to whom the said Causes stand referred, made his Report in pursuance of the said last-mentioned Order, bearing Date the Twenty-fourth Day of *June* One thousand eight hundred and fifty-three, and thereby he certified that it would be fit and proper, and for the Benefit of the Parties beneficially interested in the residuary Real Estates of the said *George Ward* the Testator, that the said Agreement entered into with the *West Cowes Waterworks Company* as in the said Petition mentioned should be carried into effect, and that such Act of Parliament as was mentioned or referred to in the said Agreement should be applied for to such Purport or Effect as was mentioned in the Draft Act of Parliament in the said Petition mentioned, but with certain Variations therein, and that in the Schedule to that his Report annexed he had set forth a Copy of the said Draft Act of Parliament with the said Variations and Alterations, the Preamble of which Act of Parliament had been proved before him: And whereas by an Order made in the said Causes, dated the Twenty-fifth Day of *July* One thousand eight hundred and fifty-three, upon the Petition of the said *William George Ward*, it was ordered that the Master's Report, dated the Twenty-fourth Day of *June* One thousand eight hundred and fifty-three, do stand confirmed; and it was declared that it was fit and proper, and that it would be beneficial to the Petitioner and all other Persons interested in the residuary Real Estates of the Testator *George Ward* in the Petition
named

Ward's Estate Act, 1854.

named that the Agreement dated the Thirteenth Day of *January* One thousand eight hundred and fifty-three entered into with the *West Cowes Waterworks Company* in the said Petition mentioned be carried into effect; and that an Act of Parliament should be applied for by the Petitioner to authorize the granting of Leases of all or any Part of the residuary Estates of the said Testator in the *Isle of Wight*, for any Term of Years determinable on the dropping of Lives all in being at the same Time, either with or without a Covenant to add One Life or Two Lives gratis on the dropping of any One or Two of the first-named Lives, or for any Term of Years absolute, not exceeding Nine hundred and ninety-nine Years, or for any other Term, as in the Draft Act of Parliament in the said Petition mentioned, or as Parliament should think fit for the Purpose in the said Draft Act of Parliament mentioned, or any of them, or any other Purposes which Parliament should be pleased to sanction, and with and under such Reservation and Liberties, subject to such Covenants and Conditions or otherwise in such Manner as Parliament should be pleased to sanction; and to direct the granting of a Lease to the said *West Cowes Waterworks Company*, or their Trustees, of the said Premises in the Articles of Agreement mentioned, with the Powers, Easements, Privileges, and Appurtenances therein mentioned; and for such Term of Years, and upon Payment of such Fine, and at and under such yearly Rent, and with, under, and subject to such Covenants and Agreements thereby provided in respect to the Lease thereby agreed to be granted by the Petitioner, and to discharge the Petitioner from all Liability under the said Articles of Agreement, except in respect of the said Sum of One hundred Pounds thereby agreed to be paid by him on account of the Costs therein mentioned; and to authorize the entering into Contracts for Leases of any Part of the said Estates with the Building or Works thereon, as in the said Draft Act mentioned, or otherwise as Parliament should be pleased to sanction; and to authorize the Person or Persons authorized by the Act to make Leases to enter into any new Contracts by way of Addition to or Explanation or Alteration of any existing Contract for a Lease, and also to release any Person with whom any Contract is entered into from the Observance thereof, in such Manner as in the said Draft Act mentioned or Parliament should direct; and also to accept Surrenders of the Hereditaments comprised in any such Contract, and to lease the Hereditaments so released or surrendered, as if the Contract released or surrendered had not then been made as in the said Draft Act mentioned, or Parliament should direct; and also to authorize the Removal, for the Improvement of the said Estates, of any Buildings, Erections, or Works thereon which it should be desirable to remove; and to appropriate any Parts of the said Estates as and for any Market or other open Space of Ground, Railway or other Road, Street, Square, Cut, Avenue, Path, Wall,

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Wall, Embankment, Fence, Yard, Sewer, Drain, Canal, Reservoir, Wharf, Quay, Pier, Jetty, Pleasure Ground, Shrubbery, or other Erection or Convenience for the general Improvement of any other Part of the said Estates, or for the Accommodation of the Tenants or Occupiers thereof, in such Manner as in the said Draft Act mentioned, or to Parliament should seem meet; and to authorize the granting of Leases of any Liberties, Licences, or Authorities to use or take any Easements or Privileges in, upon, out of, over, or under the said Estates for any Terms of Years not exceeding Nine hundred and ninety-nine Years, subject to such Reservations, and under and subject to such Covenants and Conditions, and generally in such Manner as in the said Draft Act mentioned, or otherwise as Parliament should enact; and to authorize Leases of any Parts of the said Estates containing any Beds of Clay or Earth suitable for making Bricks, Tiles, or other Articles, with Powers and Privileges for working, obtaining, manufacturing, and disposing of the same Clay or Earth, but subject to such Reservations, Covenants, and Conditions, and generally in such Manner as in the said Draft Act mentioned, or as Parliament should approve; and to authorize the Acceptance of Surrenders of Leases, Contracts for Leases, or Tenancies of any Part of the said Estates, as in the said Draft Act mentioned, or Parliament should be pleased to sanction; and to authorize the Appropriation gratuitously of such Parts, not exceeding such maximum Extent as in the said Draft Act contained or Parliament should be pleased to fix, of the said Estates, for the Sites of Churches, Chapels, or Churchyards, and for the Sites and Buildings of Parsonage Houses or Schools, but no Site for any Church, Chapel, or Churchyard, or for any Parsonage House or School, was or were to be granted without the Consent in Writing previously obtained of *Henry Ward* and *Arthur Robert Ward*, or the Survivor of them, during their joint Lives, or the Life of the Survivor, or until there should be some actual Tenant in Tail not under Disability, and the Conveyance of the Hereditaments so appropriated as a free Gift for such Purposes, as in the said Draft Act mentioned, or Parliament should be pleased to direct; and to authorize the Trustees or Trustee for the Time being of the said Will, with the Consent of the Person (if any) for the Time being entitled under the Limitations thereof to the Possession or Receipt of the Rents and Profits of the said Estates during his Life, and at the Discretion of the said Trustees or Trustee during the Minority of any Person who under the same Limitations should for the Time being be Tenant in Tail Male of the said Estates, from Time to Time to sell or exchange for other Lands or Hereditaments situate in *England* or *Wales* all or any Part of the said Estates, and the Fee Simple and Inheritance thereof, and upon any such Sale give or take any Money for Equality of Exchange, and do all other Acts incidental to carrying such Sale or Exchange into effect, as in the said

Draft

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Draft Act mentioned, or Parliament should enact; and to provide for the Application of the Monies which should become payable to the said Trustees or Trustee upon any such Sale or Exchange as aforesaid, as in the said Draft Act mentioned, or Parliament should be pleased to direct; and to provide that the said several Powers and Directions by such Act to be created should be exercisable with respect to any Lands hereafter settled by virtue of the said Will and Codicils; and of such Act or any of them, to the Uses for the Time being affecting the said Estates; and to authorize such other Acts and Things touching the said Testator's Estates and the Matters in the said Draft Act mentioned, as Parliament should be pleased to direct: And whereas the said *Edmund Granville Ward* having been born subsequently to the said Order of the Twenty-fifth Day of *July* One thousand eight hundred and fifty-three, an Order to the Effect of the usual Supplemental Decree to carry on the Proceedings in the said herein-before mentioned Causes was made against the said *Edmund Granville Ward*, at the Suit of the said *William George Ward*, on the Twenty-second Day of *November* One thousand eight hundred and fifty-three; and by a subsequent Order of the said Court, bearing Date the Twelfth Day of *December* One thousand eight hundred and fifty-three, made in the said Causes (including the said last-mentioned Supplemental Cause) upon the Petition of the said *William George Ward*, it was ordered that the said Draft Act of Parliament, approved of by the said Master's Report, and set forth in the said Schedule thereto, should be amended by stating the Birth of the said *Edmund Granville Ward*, and otherwise as might be necessary in that Behalf; and it was ordered, that, subject to such Variations as might be made in the said Draft Act as aforesaid, the said Order of the Twenty-fifth Day of *July* One thousand eight hundred and fifty-three should be carried into effect against the said *Edmund Granville Ward*; and, subject as aforesaid, it was ordered that the said *William George Ward* should be at liberty to apply for an Act of Parliament to the Purport and Effect mentioned in the said last-mentioned Order; and it was ordered that the said Agreement, dated the Thirteenth Day of *January* One thousand eight hundred and fifty-three, entered into with the said *West Cowes Waterworks Company* should be carried into effect: And whereas, under and by virtue of a Commission issued out of the High Court of Chancery, bearing Date the Twenty-third Day of *November* One thousand eight hundred and fifty-three, *Francis Moore* of *Much Hadham* in the County of *Herts*, Esquire, was appointed the lawful Guardian of the said *Edmund Granville Ward*: And whereas Two Referees have been duly chosen, in pursuance of the said Articles of Agreement of the Thirteenth Day of *January* One thousand eight hundred and fifty-three, and have duly assessed and settled the Amount to be paid by the said Company by way of Fine upon the Execution of the said proposed Lease at the Sum of One hundred Pounds, and

Supplemental Order of the Court, dated 12th December 1853.

Appointment of Guardian of *Edmund Granville Ward*, dated 23d November 1853.

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the yearly Rent to be paid during the Continuance of the said Lease at the Sum of Fifty Pounds: And whereas it would also be for the Advantage of the said Estate that Power should be given of making other Leases, and of granting Easements in, upon, or over Parts of the said Estates: And whereas there are considerable Beds of Clay and Brick Earth upon various Parts of the said Estates, which it would be very desirable to have Powers to lease: And whereas there is no Power of Sale contained in the said Will of the said Estates specified in the said Schedule hereto, and the Powers of Exchange contained in the said Will are very inadequate and insufficient: And whereas the said Real Estates of the said Testator situate in the Parishes of *Liss* and *Hawkley*, near *Petersfield*, do not adjoin any other Estates of the said Testator, and could be advantageously sold without Prejudice to any other Portion of such Estates, and there are interspersed among the said Real Estates situate in the said *Isle of Wight* various Slips and Pieces of Land belonging to other Owners, which depreciate the Value and interfere with the Management of the said Estates, and it would be most desirable that Power should be given for taking in exchange or purchasing the same as Occasion might offer: And whereas the several Purposes aforesaid cannot be effected without the Sanction of Parliament: Therefore Your Majesty's most dutiful and loyal Subject the said *William George Ward* doth most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen'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, as follows:

Short Title.

I. This Act may be cited for any Purpose as "*Ward's Estate Act, 1854.*"

Power to Tenants for Life, with Consent of Trustees, and to Trustees during Minority, to grant Leases for 999 Years or for Terms determinable on Lives.

II. From and after the passing of this Act the said *William George Ward* during his Life, and after his Death the Person from Time to Time entitled under the Limitations of the said Will to the Possession or the Receipt of the Rents and Profits of the said Estates specified in the Schedule to this Act for his Life, with the Consent in Writing of the said *Henry Ker Seymer*, *Henry Dick Woodfall*, and *James Robert Hope Scott*, or the Survivors or Survivor of them, or other the Trustees or Trustee for the Time being of the said Will, and also the Trustees or Trustee for the Time being of the said Will, at their or his Discretion during the Minority of any Person who, under the Limitations of the said Will, shall for the Time being be Tenant in Tail Male of the said Estates, from Time to Time, by any Deed or Deeds duly executed, appoint by way of Lease all or any Part of such Portions of the said Estates as are specified in Part Three of the Schedule to this Act, and which Portions so specified are in this Act called "*The Building Lands*," for any Term of Years absolute, not exceeding Nine hundred and ninety-nine Years, to take effect in possession

Ward's Estate Act, 1854.

possession or on or within Six Months next after the making thereof, and not otherwise in reversion or by way of future Interest, to any Person or Persons whomsoever for any of the Purposes by this Act authorized: Provided always, that the Mansion House, Grounds, and Park at *Northwood*, or any Part thereof, shall not be so leased until a Mansion House, Grounds, and Park shall be provided in the *Isle of Wight*, which shall in the Judgment of the Trustees or Trustee of the said Will be preferable as a Residence, in connexion with the Estates in the said Island, to the present Mansion House, Grounds, and Park, and shall be settled according to the Limitations of the said Will.

III. Such Leases respectively may be made for any of the following Purposes; (to wit,) for substantially improving or repairing any of the present or any future Houses, Erections, or Buildings on "The Building Lands," and for erecting or making any House, Warehouse, Workshop, Church, Chapel, or other Erection or Building in lieu of or in addition to any present or future Buildings or Erections thereon, and for erecting or making any House, Warehouse, Workshop, Church, Chapel, or other Erection or Building, on any Part of "The Building Lands," not for the Time being built on, and for annexing any Part of "The Building Lands" for Plantations, Gardens, Yards, Courts, or other Conveniences or Appendages to Buildings or Works erected or made or to be from Time to Time erected or made on any other Part of the said Estates or on any adjoining Lands, and for erecting, excavating, or constructing upon or within any Part of the said Estates any Canal, Dock, Basin, Reservoir, Pond, Cistern, Wharf, Quay, Pier, Jetty, or other Landing Place, Store Yard, Railway, Tramroad or other Way, Road, Passage, or Watercourse, or any other Convenience for facilitating or promoting the Use and Enjoyment of any such Canal, Dock, Basin, Reservoir, Pond, Cistern, Wharf, Quay, Pier, Jetty, or other Landing Place, Store Yard, Railway, Tramroad or other Way, Road, Passage, or Watercourse, and for otherwise improving the said Estates or any Part thereof.

Such Leases to be for building and improving Purposes.

IV. Any such Lease may be made with or without Liberty for the Lessee to take down or remove all or any Parts of the Buildings, Erections, or Works (if any) standing or being upon or within the Hereditaments leased, and to apply and dispose, by Sale or otherwise, of the Materials thereof to such Uses and Purposes as shall in any such Lease be expressed, and with or without Liberty for the Lessee to set out and appropriate any Parts of the Hereditaments leased as and for the Site of any Markets, Mews, Streets, Squares, Roads, Courts, Ways, Avenues, Passages, Watercourses, Pipes, Conduits, Sewers, Drains, Yards, Gardens, open Spaces, or otherwise, for the Use and Convenience of the respective Tenants or Occupiers for the Time being

Liberties that may be granted by such Leases.

Ward's Estate Act, 1854.

being of the said Estates, or for the general Improvement of the said Estates; and with or without Liberty for the Lessee to make, lay, or use in or under any Part not then already leased of the said Estates, or (so far as any Reservation or Exception in any Conveyance or Lease theretofore made or contracted to be made of any Part of the said Estates will authorize) any Part then already sold or leased, or contracted so to be sold or leased, of the said Estates, any Sewers, Drains, Pipes, Conduits, Watercourses, Arches, Cellars, Vaults, Areas, or other Conveniences to any then present or future Houses, Reservoirs, Cisterns, or other Buildings or Works; and also with or without Liberty for the Lessee to fell, cut, dig, and use, or carry away, in and out of the Hereditaments leased, any such Timber, Building, Stone, Earth, Clay, Sand, Loam, Gravel, or other Soil as it shall be found necessary or convenient for effecting any of the Purposes aforesaid to remove, and also to dig, excavate, and remove any Building, Stone, Earth, Clay, Sand, Loam, Gravel, or Soil out of any convenient Part of the Hereditaments leased, and to manufacture the same into Bricks, Tiles, or other Materials to be used in such Buildings, Erections, Works, Repairs, or Improvements, and also with or without Easements of Ways, Waters, Drainage, Lights, and Support, or other Easements, over, in, through, under, or affecting any Part not then already leased of the said Estates, or (so far as any Reservation or Provision in any Conveyance or Lease theretofore made or contracted to be made of any Part of the said Estates will authorize) over, in, through, under, or affecting any Part then already sold or leased or contracted so to be of the said Estates; and also with or without any other Liberties, Easements, or Privileges which shall be reasonable or usual in Leases for like Purposes.

Reservations
that may be
made by such
Leases.

V. Any such Lease may be made either with or without any Reservation or Exception of the Right of making, laying, or using any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, Roads, Ways, Passages, or other Conveniences, or any other Liberties or Privileges in, upon, through, under, or affecting the Hereditaments leased, or any Part thereof, and of the Right of granting to any Purchaser or Lessee of any other Part of the said Estates any Easements of Ways, Waters, Drainage, Lights and Support, or other Easements over, in, through, under, or affecting any Part of the Hereditaments leased, or any other Rights, Liberties, Easements, or Privileges which shall be reasonable or usual in Leases of a similar Description.

Covenants
that may be
contained in
such Leases.

VI. Any such Lease may be made either with or without Covenants, by or on the Part of the Lessee, to contribute, towards the Expenses of making and keeping in repair, ornamenting, and embellishing any Squares or other open Spaces, Roads, Ways, Avenues, Passages, Sewers,

Ward's Estate Act, 1854.

Sewers, Drains, Pipes, Reservoirs, Conduits, Easements, or Conveniences in, upon, through, under, or over any Part of the said Estates, and either with or without Covenants or Stipulations by or on the Part of the Trustees or Trustee for the Time being of the said Will, or any Person or Persons beneficially interested in the said Estates, as to the Mode in which any Parts of the said Estates shall be built upon, laid out, or improved.

VII. Provided always, That in every such Lease (except in Cases where nominal Rents are according to the Provisions of this Act reserved) there shall be reserved and made payable half-yearly or oftener during the Continuance of the Term thereby granted, the best yearly Rent that at the Time of the making of such Lease can be reasonably obtained for the same, considering the Nature of the Lease, and having due regard to the Expenditure of the Lessee in Building, Repairs, or Improvements, and his Responsibility and other the Circumstances of the Case; and so as every such Lease shall be made without taking any Fine, Premium, or Foregift, or anything in the Nature thereof, for or in respect of the making of the same; and so as in every such Lease made for the Purpose of having Buildings or Works erected or constructed, there shall be contained a Covenant by or on the Part of the Lessee to build, construct, and finish the Buildings and Works agreed to be built or constructed in a Manner and within a Time specified for that Purpose, and to keep in repair during the Continuance of the Term to be thereby granted such Buildings or Works; and in every such Lease made for the Purpose of having Buildings or Works improved, repaired, or rebuilt, there shall be contained a Covenant by or on the Part of the Lessee to improve, rebuild, or repair the same within a Time specified for that Purpose, and to keep in repair the Buildings or Works agreed to be improved, repaired, or rebuilt; and in every such Lease made for the Purpose of any other Improvement there shall be contained a Covenant by or on the Part of the Lessee to make such Improvement in a Manner and within a Time specified for that Purpose; and in every such Lease to be made for any of the Purposes aforesaid there shall be contained a Covenant by or on the Part of the Lessee for the due Payment of the yearly Rent thereby reserved, and of all Taxes, Rates, Charges, Assessments, and Impositions whatsoever (except Property Tax) affecting the Hereditaments therein comprised, and also a Covenant to keep the Buildings and Works (if any) erected, built, and made, or to be erected, built, and made, or improved or repaired, on the Hereditaments leased, insured from Loss or Damage by Fire to the Amount of Three Fourths at least of the Value thereof, in some or One of the Insurance Offices in *London* or *Westminster*, to be from Time to Time approved of by the Persons from Time to Time entitled to the yearly Rent reserved, and a Covenant to lay out the

Provisions
required in
such Leases.

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Money

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Money received by virtue of such Insurance, and all such other Money as shall be necessary, in substantially rebuilding, repairing, and reinstating the Buildings destroyed or damaged by Fire, and a Covenant to surrender on the Expiration or sooner Determination of the Term thereby granted the Possession of the Hereditaments leased, with the Messuages, Buildings, and Works (if any) to be made, improved, repaired, or rebuilt thereon, in good Repair and Condition, and a Power for the Person from Time to Time entitled to the Reversion expectant on such Lease, or his Surveyors or Agents, twice in every Year to enter upon the Hereditaments, and to inspect the Condition thereof and a Proviso or Condition of Re-entry for Nonpayment of the Rent thereby reserved (unless the same shall be a nominal Rent), or for Nonperformance or Nonobservance of any of the Covenants and Provisions by or on the Part of the Lessee therein contained, or of any one or more agreed upon and specified in such Lease of such Covenants and Provisions, and the respective Lessees shall execute Counterparts of their respective Leases.

Provisions that may be contained in such Leases.

VIII. Provided always, That any such Lease may be made with or without a Proviso that Breach of any of the Covenants and Provisions therein contained (except such Covenants and Provisions (if any) as may be agreed on between the Parties to be so excepted,) shall not occasion any Forfeiture of such Lease, or of the Term thereby granted, or give any Right of Re-entry, unless and until Judgment be obtained in an Action for such Breach, and the Damages and Costs recovered in such Action remain unpaid for Three Calendar Months after Judgment obtained in such Action; and any such Lease may also contain any other Covenants, Agreements, Reservations, and Conditions usually inserted in Leases of a similar Description, which may appear to the Person or Persons for the Time being exercising this Power reasonable.

First Payment of Rent may be deferred for 2½ Years.

IX. Provided always, That the First Payment of the Rent reserved on any such Lease may be made to commence and become payable on any Day not exceeding Two Years and a Half from the Day of the Date of such Lease, and may be made to increase periodically, beginning with such Portion of the full Rent to be ultimately payable as shall be thought advisable, and increasing up to the full Rent as shall be found convenient or be thought proper, and as shall be expressed in such Lease, regard being had to the Progress of the Buildings or Works agreed to be built, rebuilt, made, or repaired, or of the Improvements agreed to be made.

Provisions of Lease to Waterworks Company.

X. Provided always, That the Person or Persons for the Time being empowered by this Act to grant Leases, do and shall, upon the Application of the said *West Cowes Waterworks Company* or the Directors

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Directors or Trustees thereof, grant to the said *West Cowes Waterworks Company* or their Trustees a Lease of the said Piece or Parcel of Land, Reservoir, and Premises in the said recited Articles of Agreement of the Thirteenth Day of *February* One thousand eight hundred and fifty-three mentioned, together with the several Powers, Easements, Privileges, and Appurtenances therein mentioned or referred to, upon Payment of the aforesaid Fine of One hundred Pounds, and at and under the said yearly Rent of Fifty Pounds, and for such Term of Years, and with, under, and subject to such Covenants and Agreements, as by or in the said recited Articles of Agreement are provided or agreed in respect to the Lease thereby agreed to be granted by the said *William George Ward* to the End and Intent that the said Articles of Agreement may be carried into effect under and by virtue of this Act, and that the same *William George Ward* may be discharged from all Liability under the said Articles of Agreement, except in respect of the Sum of One hundred Pounds thereby agreed to be paid by him on account of the Costs therein mentioned.

XI. From and after the passing of this Act the Person or Persons for the Time being herein-before empowered by this Act to grant Leases may from Time to Time enter into any Contract in Writing for making any Lease according to this Act of any Part of the Building Lands with the Buildings or Works (if any) thereon, and may agree, when and as any of the Buildings, Works, Repairs, Re-buildings, or Improvements on the Hereditaments by such Contract agreed to be leased are duly made and executed in the Manner and to the Extent stipulated in such Contract, to lease the Hereditaments mentioned in such Contract, or any Part or Parts thereof, to the Person contracting to take the same, his Executors, Administrators, or Assigns, or to such other Person (to be approved of by the Person or Persons for the Time being so authorized to make Leases) as he or they shall nominate in that Behalf for the Remainder of the Term specified in such Contract, and in such Parcels and under such Portions of the yearly Rent specified in such Contract as shall be thought proper.

Contracts for Leases may be entered into.

XII. By any such Contract it may be agreed that the full yearly Rent specified in such Contract shall or may be reserved in the Lease or Leases to be made of a given Quantity specified in such Contract of the Hereditaments thereby agreed to be leased, and that the Residue thereof shall be leased at a nominal Rent of not less than Forty Shillings (after the full yearly Rent specified in such Contract is so reserved); or it may be agreed that the full yearly Rent specified in such Contract may be appropriated, either by a Surveyor or Referee, or otherwise, to a Part, or apportioned between Parts, of the Hereditaments

Provisions of Contracts as to Rents.

Ward's Estate Act, 1854.

ditaments thereby agreed to be leased; and it may be agreed (in Cases where a given Quantity for such Purpose is not specified in such Contract) that when the full yearly Rent agreed to be reserved is reserved in the Lease or Leases made of a competent Part or competent Parts of the Hereditaments thereby agreed to be leased (to be determined by a Surveyor, Referee, or otherwise), the Residue (if any) thereof shall be leased at a nominal Rent; and it may be agreed, in Cases of Leases to be made at a nominal Rent, that the same shall be made either before or after the Lands to be therein comprised are built upon, laid out, or improved; and it may be agreed that the yearly Rents agreed to be reserved may be made to commence from such Period not exceeding Five Years from the Date of such Contract, and to increase periodically, beginning with such Portion of the full yearly Rent agreed to be paid as shall be thought advisable, and increasing up to the full yearly Rent as shall be thought proper, and as in such Contract shall be expressed, regard being had to the Quantity of Land from Time to Time agreed to be leased, and to the Progress of the Buildings, Works, Repairs, Rebuildings, or Improvements thereby stipulated to be made, and the other Circumstances of the Case: Provided always, that, except with respect to the Leases to be so made at nominal Rents, if the yearly Rent to be reserved bear a Proportion to the whole yearly Rent specified in the Contract greater than the Proportion which the Quantity of Land to be comprised in the Lease bears to the whole Land comprised in the Contract, then the yearly Rent to be reserved by the Lease shall not exceed One Sixth Part of the clear yearly Rackrent Value of the Land to be comprised in the Lease when fit for Habitation and Use.

Other Provisions of Contracts.

XIII. By any such Contract it may be agreed that when and as any Lease is made of any Part or Parts of the Hereditaments comprised in such Contract, the Hereditaments so from Time to Time leased shall be discharged from such Contract, and the Person or Persons with whom such Contract is entered into shall remain liable in respect only of such Parts as are not for the Time being leased of the Hereditaments comprised in such Contract to the Payment of such Portions of the Rent agreed to be reserved as may be thought proper, and are in such Contract provided for; and it may be agreed that the Person with whom the Contract is entered into may have, exercise, or enjoy all or any of the Liberties to be expressed in such Contract which are by this Act authorized to be granted to Lessees.

Every Contract to contain a Clause Re-entry.

XIV. Provided always, That every Contract for a Lease entered into in pursuance of this Act shall contain a Clause or Condition for vacating the same, as to or for Re-entry upon such Part of the Hereditaments therein comprised, and not for the Time being actually leased in pursuance thereof, as shall not be, within a reasonable Time expressed

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expressed in such Contract, built upon, rebuilt, repaired, laid out, formed, or improved as therein stipulated, and also a Clause or Condition that the Person to whom the Lease ought according to the Contract to be made shall, within a reasonable Time therein expressed, accept such Lease, and execute a Counterpart thereof, and pay the reasonable Charges of preparing such Lease and Counterpart, or that, in default thereof, the Contract shall, as to the Hereditaments for the Time being not actually leased in pursuance thereof, be void.

XV. The Person or Persons for the Time being herein-before by this Act authorized to make Leases may from Time to Time enter into any new Contracts in relation to any Parts of the Building Lands with any Person for the Time being entitled to the Benefit of any existing Contract for a Lease entered into by virtue of this Act, by way of Addition to or Explanation or Alteration of such existing Contract, but so that such existing Contract, when so added to, explained, or altered, be conformable to the Provisions of this Act.

Contracts may be altered, added to, and explained.

XVI. The Person or Persons for the Time being herein-before by this Act authorized to make Leases may from Time to Time release any Person with whom any Contract is entered into by virtue of this Act, his Heirs, Executors, Administrators, or Assigns, from the Observance of all or any Part of such Contract, and either with or without entering into any new Contract with him or them in lieu of all or any Part of such existing Contract, but so that after such Release such Contract and such new Contract shall be together conformable to the Provisions of this Act.

Releases of Parts of Contracts.

XVII. The Person or Persons for the Time being herein-before authorized by this Act to make Leases may from Time to Time accept Surrenders of all or any Part of the Lands or Hereditaments comprised in any such Contract, but in case of a Surrender of Part only of such Hereditaments, so that, notwithstanding such Surrender, such Contract be conformable to the Provisions of this Act.

Surrender of Contracts.

XVIII. That the Hereditaments so released or surrendered may be afterwards leased without a Contract, or contracted to be leased, and afterwards leased under this Act, in like Manner as if the Contract so released or surrendered had not been made.

Hereditaments released and surrendered may be afterwards leased.

XIX. Provided always, That every Lease made under any of the Provisions herein-before contained shall be deemed to be duly made, although it may have been preceded by a Contract not in due accordance with the Provisions of this Act, or not in all respects duly observed, and whether the same Lease shall or shall not purport to be made in pursuance of such Contract, and notwithstanding any

Leases not to be prejudiced by Contracts.

[*Private.*]

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Variation

Ward's Estate Act, 1854.

Variation between such Lease and such Contract, so as such Lease be conformable to the Provisions of this Act, and after any Lease is made in conformity with this Act the Contract (if any) for such Lease shall not form any Part of the Evidence of the Title, at Law or in Equity, to the Benefit of such Lease.

Consents to
Contracts,
&c.

XX. Every such Contract for or relating to a Lease, and every such Release and Surrender respectively, shall be made or accepted with such Consent or at such Discretion as is by this Act provided with respect to a Lease.

Power to
appropriate
Lands for
particular
Purposes.

XXI. From and after the passing of this Act the Person or Persons for the Time being herein-before by this Act authorized to make Leases, and with such Consent or at such Discretion as by this Act provided with respect to a Lease, from Time to Time may, with a view to the general Improvement of the said Estates, remove any Buildings, Erections, or Works standing upon any Part of the said Estates for the Time being in hand, and which it shall be deemed convenient to remove for the continuing of any Street, Road, or Pathway, or for effecting a more free Circulation of Air, and may permit the Land from which such Buildings shall be removed to remain unbuilt upon, and also may lay out and appropriate any Parts of "the Building Lands" (whether built upon or not) as and for any Market, Crescent, or other open Space of Ground, Railway, Tramroad, or other Road, Street, Square, Court, Avenue, Path, Passage, Wall, Embankment, Fence, Yard, Watercourse, Drain, Sewer, Pipe, Conduit, Canal, Basin, Reservoir, Wharf, Quay, Pier, Jetty, Pleasure Ground, Shrubbery, or other Easement or Convenience for the general Improvement of any other Part or Parts of the said Estates, or for the Accommodation of the Tenants or Occupiers thereof, in such Manner, and upon such Terms, and either subject to or without being subject to any annual Payment by such Tenants or Occupiers, as shall be mentioned or agreed upon in any Lease to be made in pursuance of this Act, or in any General Deed executed for that Purpose, and may execute any such General Deed, which shall be enrolled in One of Her Majesty's Courts of Record at *Westminster* within Six Months after the Day of the Date thereof, and may, by any such Lease or General Deed, grant such other Liberties, Privileges, and Easements as such Person or Persons shall deem reasonable and convenient.

Condition of
Re-entry to
be apportion-
able.

XXII. Any Lease or Contract to be made under the Provisions herein-before contained shall not be void, defeasible, or questionable, on the ground that any Right of Entry or Re-entry for Nonpayment of Rents, or for any Breach of Covenant or Agreement therein contained, shall,

Ward's Estate Act, 1854.

shall, by any Terms restricting the same, be confined to that Part of the Hereditaments leased or agreed to be leased where or in respect whereof such Nonpayment or Breach is committed, or otherwise to a Part only of the Hereditaments leased or agreed to be leased; and, notwithstanding the Avoidance by virtue of any such Condition or Right of Re-entry of any such Lease or Contract as to Part of the Hereditaments leased or agreed to be leased, the Condition or Right of Re-entry shall remain and be in full force as to such Parts of the Hereditaments as from Time to Time continue to be held by virtue of such Lease or Contract, and in order thereto every such Condition or Right of Re-entry shall be apportionable and apportioned, and shall have effect according to the Intention of the Parties as expressed in that Behalf in any such Lease or Contract.

XXIII. Any Underlease of any Part of the Hereditaments comprised in any Lease made under the Provisions herein-before contained shall not be liable to Forfeiture, or to the Operation of any Condition or Right of Re-entry, on Nonpayment of Rent or Breach of Covenant, unless and except only so far as such Nonpayment or Breach happens with respect to the Hereditaments comprised in the Underlease or some Part thereof, and any such Nonpayment or Breach with respect to the Hereditaments comprised in any such Underlease shall not work a Forfeiture or give a Right of Re-entry with respect to any Hereditaments comprised in the original Lease and not included in the Underlease, and the Condition or Right of Re-entry in or under any such original Lease for any such Nonpayment or Breach shall accordingly be apportionable and apportioned, so as to have distinct and exclusive Operation with respect to the Part comprised in the Underlease of the Hereditaments comprised in the original Lease, as if the original Lease had originally comprised the same Part alone.

Underleases not to be forfeited for Nonpayment of Rent or Breach of Covenant as to Land not comprised therein.

XXIV. From and after the passing of this Act the Persons or Person for the Time being herein-before by this Act authorized to make Leases, with such Consent or at such Discretion as by this Act authorized with respect to a Lease, may from Time to Time by any Deed or Deeds duly executed appoint by way of Lease to any Person any Liberties, Licences, or Authorities to have, use, or take, either in common with or to the Exclusion of any other Person, all or any of the Water from Time to Time flowing or springing from, through, or over any Part of the said Estates, and also any Wayleaves or Waterleaves, Canals, Watercourses, Tramroads, or other Ways, Paths or Passages, either subterraneous or otherwise, Store Yards, Wharfs, or other Easements or Privileges in, upon, out of, or over any Part of the said Estates for any Term not exceeding Nine hundred and ninety-nine Years, to take effect in possession within Six Months

Power to grant Leases of Easements for 999 Years.

after

Ward's Estate Act, 1854.

after the making of the Lease and not otherwise in reversion or by way of other future Interest.

Provisions in such Leases.

XXV. Provided always, That in every such Lease as last aforesaid there be reserved, payable half-yearly or oftener during the Continuance of the Term thereby created, the best Rent, either in the Shape of a fixed or yearly Sum of Money by way of Toll or otherwise, that can be reasonably obtained for the same, without taking any Fine, Premium, or Foregift, or anything in the Nature thereof, for the making of the same, other than any Provisions which may be deemed expedient to insert in such Lease rendering it obligatory on the Lessee to repair or contribute to the Repair of any Roads or Ways, or to keep open or otherwise use in any specified Manner any Water or Watercourse comprised in or affected by such Lease, or to make any other Payment in respect of any Easement, Right, or Privilege comprised in or affected by such Lease; and there shall be contained in every such Lease a Covenant for the due Payment of the Rent thereby reserved, and a Condition of Re-entry or a Power to make void the same in case of Nonpayment of such Rent, or Nonperformance or Nonobservance of any of the Covenants and Provisions on the Lessees Part therein contained, or of any one or more agreed upon and specified in such Lease of such Covenants and Provisions; and generally in every such Case there may be contained any other Covenants, Reservations, Conditions, and Provisions usually inserted in such Leases, which shall appear reasonable to the Person or Persons for the Time being exercising this present Power, and that the respective Lessees shall execute Counterparts of such Leases respectively.

Power to grant Leases of Beds of Clay or Earth for Seven Years.

XXVI. From and after the passing of this Act the Person or Persons herein-before by this Act authorized to make Leases, with such Consent or at such Discretion as by this Act provided in the Case of a Lease, may from Time to Time, by any Deed or Deeds duly executed, appoint by way of Lease for any Term not exceeding Seven Years, to take effect in possession within Six Months after the making thereof, and not otherwise in reversion or by way of other future Interest, any Parts of the said Estates containing any Beds of Clay or Earth suitable for making Bricks, Tiles, or other Articles, unto any Person, with full Power and Authority to dig, take, manufacture, use, carry away, and dispose of all such Clay or Earth as shall be found within, under, or upon the Hereditaments thereby leased, and with all such other Rights, Powers, Privileges, Easements, and Advantages whatsoever as shall be deemed necessary or convenient for working, obtaining, manufacturing, rendering merchantable or marketable, selling, carrying away, or otherwise disposing of such Clay or Earth, or for any other Matter or Thing connected therewith or relating thereto.

XXVII. Pro-

Ward's Estate Act, 1854.

XXVII. Provided always, That in every such Lease there be made and reserved payable, half-yearly or oftener, during the Continuance of the Term thereby granted, the best yearly Rent or Royalty which can be reasonably obtained for the same; and every such Lease shall be made without taking any Fine, Premium, or Foregift, or anything in the Nature thereof, for or in respect of the making of the same; and in every such Lease there shall be contained Covenants for the due Payment of the Rent or Royalty thereby reserved, and of all Taxes, Rates, Charges, Assessments, and Impositions whatever (except Property Tax) affecting the Hereditaments therein comprised, and also a Proviso or Condition of Re-entry for Nonpayment of the Rent or Royalty thereby reserved, or for Breach of all, or such as may be agreed on and be therein specified, of the Covenants and Provisions on the Lessees Part therein contained; and any such Lease may contain any other Covenants, Reservations, Provisions, and Conditions usually inserted in Leases of a similar Description, which shall appear to the Person or Persons exercising this present Power reasonable, and the respective Lessees shall execute Counterparts of their respective Leases.

Provisions in such Leases.

XXVIII. Provided always, That by every such Lease the Rent or Royalty thereby reserved shall be so reserved as that One equal Half Part thereof shall be incident to the Reversion, and the other equal Half Part thereof shall by the Lease be made payable to, and recoverable by Action, Distress, and Entry by, the Trustees and Trustee for the Time being of the said recited Will; and such last-mentioned Half Part shall be applied and disposed of in the Manner and for the Purposes by the said Will directed respecting the Fines to be received under the Power of leasing in that Behalf therein contained.

Reservation by such Leases of Half the Rent to the Trustees.

XXIX. If the Possession of any Hereditaments comprised in any Lease or Contract made under this Act shall at any Time be resumed or recovered under any Power of Re-entry to be contained in such Lease or Contract, or otherwise, the same Hereditaments may from Time to Time thereafter be dealt with in like Manner as if such Lease or Contract had not been made.

If Possession resumed under Clause of Re-entry, fresh Leases and Contracts may be made.

XXX. The Certificate in Writing of the Person or Persons executing any Lease under this Act, endorsed on such Lease or Deed, acknowledging the Receipt of such Counterpart thereof as is by this Act required to be executed, or a Recital or Statement in such Lease to the Effect that such Counterpart has been duly executed, shall be *primâ facie* Evidence that such Counterpart was duly made and executed pursuant to this Act.

Certificate or Recital of Execution of Counterparts to be Evidence.

[*Private.*]

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XXXI. If

Ward's Estate Act, 1854.

Power to enforce voidable Leases.

XXXI. If any Lease purporting to be made by virtue of this Act shall, by reason of any technical Error, Informality, or Irregularity in making or executing the same, be deemed void or voidable, then and in every such Case the Person or Persons by this Act authorized to make Leases, with such Consent or at such Discretion by this Act provided with respect to a Lease, from Time to Time may confirm such Lease, or make in lieu thereof a new Lease according to this Act of the Hereditaments therein comprised, for any Term not exceeding the then Residue of the Term purporting to be granted by such Lease deemed void or voidable, and at and under the same or the like yearly Rent or Royalty, and with and under the same or the like Reservations, Covenants, and Provisions, as were or were intended to be respectively granted, expressed, and contained in and by the Lease so deemed void or voidable.

Powers to accept Surrenders of Leases and to grant new Leases.

XXXII. The Person or Persons for the Time being herein-before by this Act authorized to make Leases with such Consent or at such Discretion as by this Act provided with respect to a Lease from Time to Time may accept a Surrender or Relinquishment of any existing Lease, Contract for Lease, or Tenancy of any Part of the said Estates, whether such Lease, Contract, or Tenancy be subsisting at the Time of passing of this Act, or have been granted under the Powers in the said Will contained or otherwise, or be made under this Act or otherwise, and upon any such Surrender or Relinquishment may make any new Lease, or, in Cases where the same shall be applicable, may enter into any new Contract for a Lease of the Hereditaments so surrendered or relinquished, either to the Person making such Surrender or Relinquishment, or to any other Person, and either alone or with any other Part of the said Estates.

Surrendered Leases not to form Part of Title to new Leases.

XXXIII. Provided always, That when and as any new Lease or Contract shall be made under the Powers herein-before contained of any Hereditaments comprised in any surrendered or relinquished Lease, Contract, or Tenancy, the Lease or Contract or Agreement for the Tenancy so respectively surrendered or relinquished shall not form any Part of the Evidence of the Title either at Law or in Equity to such new Lease or Contract.

Power to make Allowances for Value of existing Interests upon Surrender of existing Leases.

XXXIV. Provided always, That the Rent reserved by any Lease made under this Act in consideration of the Surrender of any Lease, Contract, or Tenancy subsisting at the Time of the passing of this Act may, during such Part of the Term granted by the new Lease as (if the Term or Interest surrendered or relinquished were not surrendered or relinquished) would correspond in Duration therewith, be so much less than the best yearly Rent obtainable at the Time of such Surrender

Ward's Estate Act, 1854.

Surrender or Relinquishment for the Hereditaments surrendered or relinquished as shall be equivalent to a reasonable Allowance for the beneficial Interest of the Lessee or Tenant under the Lease, Contract, or Tenancy so surrendered or relinquished.

XXXV. Provided always, That the Rent reserved by any such Lease and to be payable before the Time at which the Term or Interest surrendered or relinquished would, if not surrendered or relinquished, expire by Effluxion of Time, shall not be less than the Rent which would be payable if the Term or Interest surrendered or relinquished were not surrendered or relinquished, and the Rent thereby reserved and to be payable after that Time shall not be less than the best yearly Rent obtainable at the Time of such Surrender or Relinquishment for the Hereditaments relinquished or surrendered.

Provision as to lowest Rent in such Cases.

XXXVI. For the Purpose of ascertaining the Value or Amount of any such beneficial Interest where the Term or Interest so surrendered or relinquished is determinable upon a Life or Lives, the Calculation may be made according to the Tables used by the Commissioners for the Reduction of the National Debt for ascertaining the Duration of any Life or Lives for which an Annuity is authorized to be granted by them, and the Age or Ages of the Person or Persons on whose Life or Lives such Term or Interest is determinable shall be deemed to be correctly stated in the Lease for which the Term or Interest was originally granted.

Provision for ascertaining Lessees beneficial Interest in surrendered Leases.

XXXVII. Provided always, That in any Case in which any Lease made under this Act upon the Surrender of a Lease subsisting at the Time of the passing of this Act, and which comprised any Works or Buildings which the Lessee was not by the surrendered Lease bound to repair or leave in repair, but shall by the new Lease covenant to repair and improve, or either to repair or to improve, or which, though by the surrendered Lease bound to repair or leave in repair, he was not thereby bound but shall by the new Lease covenant to improve, the Rent reserved by the new Lease may, during all or any Part of the Term thereby granted, be so much less than the best yearly Rent obtainable at the Time of such Surrender for the Hereditaments surrendered as shall be equivalent to a reasonable Allowance for the Expense of the Repairs or Improvements so covenanted to be made.

Provision as to Allowance of Rent where on Surrender and Renewal of Lease Lessee covenants to improve.

XXXVIII. Provided always, That, except as is by this Act otherwise expressly provided, the Terms and Conditions on which any such Lease shall be granted shall only be such Terms and Conditions as those on which an original Lease might under this Act be granted.

General Terms of Leases on Surrenders.

XXXIX. A

Ward's Estate Act, 1854.

Confirma-
tions, Sur-
renders, &c.,
to be without
Fine taken.

XXXIX. A Fine, Premium, or Foregift, or, except as by this Act expressly provided, anything in the Nature thereof, shall not be taken for making any such Confirmation of a Lease deemed void or voidable, or for accepting any such Surrender or Relinquishment, or making any Lease or any such Surrender or Relinquishment.

Power to
give a Site
for a Church,
School-
houses, &c.

XL. The Person or Persons herein-before by this Act authorized to grant Leases with such Consent or at such Discretion as by this Act provided with respect to a Lease, may from Time to Time appropriate gratuitously such Parts as he or they may think proper of the said Estates, for all or any of the following Purposes; to wit, for the Sites of Churches or Chapels or Churchyards, but not exceeding for that Purpose in any One Case One Acre, and for the Sites and Curtilages of Parsonage Houses, but not exceeding for that Purpose in any One Case Two Acres, and for the Sites and Curtilages of Schools, but not exceeding for that Purpose in any One Case One Acre, and may convey the Hereditaments so from Time to Time appropriated as a free Gift to such Persons and upon such Trusts for securing the continued Appropriation thereof accordingly as he or they may think proper; but no Site for any Church, Chapel, or Churchyard, or for any Parsonage House or School, shall be granted under or by virtue of this Clause, without the Consent in Writing previously obtained of the said *Henry Ward* and *Arthur Robert Ward*, or the Survivor of them, during their Joint Lives, or the Life of the Survivor, or until there shall be some actual Tenant in Tail not under Disability of the said Estates: Provided always, that no such Land shall be appropriated gratuitously for any of the Purposes aforesaid except such as shall relate to or be connected with the Church of *England* established by Law.

Power to
sell and ex-
change.

XLI. From and after the passing of this Act the Trustees or Trustee for the Time being of the said Will, with the Consent in Writing of the Person, if any, for the Time being entitled under the Limitations of the said Will to the Possession or Receipt of the Rents and Profits of the said Estates for his Life, and at the Discretion of the said Trustees or Trustee during the Minority of any Person who under the same Limitation shall for the Time being be Tenant in Tail Male of the said Estates, from Time to Time may sell or exchange for other Lands or Hereditaments situate in *England* or *Wales* all or any Part of the said Estates, and the Fee Simple and Inheritance thereof, and upon any such Exchange may give or take any Money for Equality of Exchange, and any such Sale may be made in One Lot or in several Lots, and by Public Auction or Private Contract, and under any ordinary or special Conditions of Sale, and generally in such Manner as shall to the said Trustees or Trustee seem

Ward's Estate Act, 1854.

seem reasonable, with full Power to them or him to fix reserved Biddings, and to buy in, and to vary or rescind on Terms or gratuitously any Contract for Sale, and from Time to Time to re-sell as aforesaid, without being answerable for any Loss or Expense, and may do all things proper for effectuating such Sales and Exchanges, and may receive and give Receipts for the Purchase Monies and the Monies to be taken for Equality of Exchange, and may convey the Hereditaments sold, freed and discharged from all the Uses, Trusts, Limitations, Powers, and Provisions of the recited Will and Codicils, and all Estates, Interests, Charges, Claims, and Demands created by or under the same, except as by this Act otherwise provided, unto the respective Purchasers thereof, their Heirs and Assigns, or as they respectively direct.

XLII. All the Monies which shall become payable to the said Trustees or Trustee upon any Sale or Exchange under this Act shall, in case the same amount to Two hundred Pounds, be paid by them or him into the Bank of *England* in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there "*Ex parte* the Estates of the late *George Ward* Esquire," pursuant to the Method prescribed by the Act of the Twelfth Year of *George* the First, Chapter Thirty-two, and the General Rules and Orders of the Court, and without Fee or Reward, according to the Act of the Twelfth Year of *George* the Second, Chapter Twenty-four, and Certificates to be given by the Accountant General, with the Receipts of the Cashier of the Bank, to be thereto annexed, and therewith filed in the Register Book of the said Court, or Office Copies thereof respectively, of the Payment into the Bank of any such Monies, shall from Time to Time be good and sufficient Discharges to the Persons respectively paying the same, their Heirs, Executors, Administrators, and Assigns, for the Monies for which such Certificates and Receipts shall be respectively given, and from all Liability for any Loss, Misapplication, or Nonapplication of such Monies or any Part thereof.

Purchase Monies above £200 to be paid into the Bank of England.

XLIII. Out of the Monies so to be paid into the Bank, the Costs, Charges, and Expenses which shall be incurred in relation to or attending any such Sale or Exchange, and the Execution of this Act in relation thereto, and the Costs of any Application made to the Court under this Act, shall in the first place be paid, and the Court, upon a Petition presented in a summary Way by any Person interested in the said Estates, either in possession, remainder, or reversion, or by the Guardian of any such Person, may order the Residue of such Monies to be laid out in such Manner as the Court shall direct, in the Purchase or Redemption of Land Tax, or in the Payment of any Money payable under this Act for Equality of

Expenses of Sales, &c., to be paid out of Purchase Monies and Residue to be laid out in Land.

[*Private.*]

Ward's Estate Act, 1854.

Exchange, or in the Purchase of Freehold Lands and Hereditaments of an Estate of Inheritance in Fee Simple in possession, situate somewhere in *England* or *Wales*, and to be approved of by the Court, all which Lands and Hereditaments so purchased shall be settled and assured to and for the same Uses, Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, and Declarations, to, upon, for, with, under, and subject to which the Hereditaments so sold would have stood limited and settled in case such Sale had not been made, or as near thereto as Circumstances will admit.

Until Land
purchased
Purchase
Monies to be
laid out in
Exchequer
Bills.

XLIV. So much of the Monies so paid into the Bank as shall not be ordered by the Court to be so applied shall, in the meantime and until the same be so applied, be from Time to Time laid out, under the Direction of the Court, in the Name of the Accountant General, in the Purchase of Exchequer Bills; and the Interest arising from the Bills so purchased, and the Money received from the same Bills respectively, or from any other Bills purchased as next herein-after directed, when and as they shall respectively be paid off by Government, shall be laid out from Time to Time under the like Direction of the Court, in the Name of the Accountant General, in the Purchase of other Exchequer Bills; and the Court may make any General or Special Order that whensoever the Bills of the Date of those in the Hands of the said Accountant General shall be in a Course of Payment by Government, and new Bills shall be issued, such new Bills may be received in exchange for those which are in course of Payment, and in that event the Interest of the old Bills shall be laid out as before directed with respect to the Interest where the Bills are so paid off, all which Bills, whether purchased or exchanged, shall be deposited in the Bank in the Name of the Accountant General, and shall there remain until the same shall be wanted for any of the Purposes of this Act, and until the same Bills shall, upon a Petition preferred to the Court in a summary Way by any such Person interested or Guardian, be ordered to be sold by the Accountant General for the Purposes of this Act; and if the Money arising by the Sale of such Bills shall exceed the Amount of the original Money so laid out therein as aforesaid, then and in such Case only the Surplus which shall remain shall be paid to such Person or Persons respectively as during the Continuance of the Investment in such Bills would have been entitled to receive the Rents and Profits of the Hereditaments to be purchased, in case the same had been actually purchased in pursuance of this Act, or to the Representatives of such Person or Persons.

Application
of Purchase
Monies
under £200.

XLV. If any Monies payable to the said Trustees or Trustee upon any Sale or Exchange under this Act shall not amount in any One Case to Two hundred Pounds, the same shall be retained by them

Ward's Estate Act, 1854.

them or him, to be applied by them or him as by this Act directed with respect to Money paid into the Bank, but it shall not be necessary to obtain any Order of the Court for that Purpose: Provided always, that, from Time to Time, when the Money so retained exceeds Five hundred Pounds, the Excess shall be paid by them or him into the Bank.

XLVI. The Court of Chancery from Time to Time may make such Orders as to the Court shall seem meet for ascertaining, taxing, and settling any Costs, Charges, and Expenses by this Act authorized to be paid and incurred.

Power to Court of Chancery to make Orders for Taxation and Payment of Costs.

XLVII. Every Receipt from Time to Time given by the Trustees or Trustee for the Time being of the said Will for any Money received by them or him under this Act shall effectually discharge the Person or Persons paying the same from the same, and from all Liability, Claims, and Demands in respect thereof.

Receipt Clause.

XLVIII. From and after the passing of this Act the recited Powers of leasing for not exceeding Fourteen Years created by the recited Will shall respectively authorize the granting of Leases for not exceeding Twenty-one Years.

Power under Will to grant Leases for 14 Years extended to 21 Years.

XLIX. The several Powers, Authorities, and Directions by this Act created and extended respectively shall from Time to Time apply to, comprise, and be exercisable with respect to all and any Lands which, by virtue of the said Will and Codicils and this Act, or any of them, shall from Time to Time hereafter be settled to the Uses for the Time being affecting the said Estates, and the Monies arising from the Exercise and Execution with respect to such Land if any, of the Trusts and Powers of the said Will and Codicils and this Act respectively.

Provisions of the Act to apply to Lands hereafter to be settled to the like Uses.

L. Provided always, That this Act nor anything herein contained shall not revoke, repeal, annul, suspend, prejudice, or affect any of the Powers, Discretions, and Authorities respectively created and conferred by the said Will and Codicils or any of them, except that the same shall not be exercisable to the Prejudice of any Lessee, Purchaser, or other Person claiming under any Lease, Contract, or Conveyance, Act or Thing, made or entered into under this Act.

Powers of Will not to be prejudiced.

LI. Every Sale or Exchange made under this Act shall take effect, subject and without Prejudice to any Mortgage or other Disposition theretofore

Sales, &c. to be subject to Interest of Testators

Ward's Estate Act, 1854.

Daughters,
and Sales and
Exchanges
to be subject
to Leases, &c.

theretofore made under any of the Trusts, Powers, and Provisions of the said Will and Codicils or any of them, and to any Lease or Contract for a Lease theretofore made or entered into under the said Will and Codicils or any of them or under this Act.

Indemnity of
Trustees.

LII. Any Person now or hereafter a Trustee of or for any of the Purposes of this Act shall not be answerable or accountable for any other such Person, or for any involuntary Loss or Expense, and all such Persons may, by and out of any Money coming to their respective Hands by virtue of the said Will and Codicils and this Act, or any of them, retain for and reimburse themselves and allow to each other respectively all the Costs, Charges, and Expenses not by this Act otherwise expressly provided for which they respectively incur or sustain in or about carrying this Act into execution.

General
Saving.

LIII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to every other Person and Body Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators (other than and except the several Persons by this Act expressly excepted out of this General Saving,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever of, in, to, or out of the same Estates, or any Part thereof, as they or any of them had before the passing of this Act, or might have in case this Act were not passed.

Exemption
from gene-
ral Saving.

LIV. Provided always, That the following Persons are excepted out of the General Saving in this Act contained; to wit, the said *Henry Ker Seymer*, *Henry Dick Woodfall* and *James Robert Hope Scott*, and their Heirs, in their Capacity of Trustees of the said Will and Codicils only, and other the Trustees or Trustee for the Time being of the said Will and Codicils, and the said *William George Ward* and the said *Edmund Granville Ward* and the Heirs Male of his Body, and all and every other the Sons and Son hereafter to be born of the said *William George Ward* and the Heirs Male of the Bodies and Body of such Sons and Son respectively, and the said *Henry Ward* and all and every the Sons and Son hereafter to be born of the said *Henry Ward* and the Heirs Male of the Bodies and Body of such Sons and Son respectively, and the said *Arthur Robert Ward* and the Heirs Male of his Body, and all and every other the Person and Persons on or to whom any Estate, Right, Title, Interest, Claim, or Demand at Law or in Equity of, in, to, or out of the said Estates specified in the Schedule to this Act, or any Part thereof, under or by virtue of the said Will and Codicils of the said Testator *George Ward*, or any of them, or any Limitation or Declaration of Uses or Trusts therein contained, hath been devised, bequeathed, or demised, or hath descended or devolved,

Ward's Estate Act, 1854.

devolved, or shall descend or devolve, subsequent to the Estate in Tail Male limited by the said Will to the said *Arthur Robert Ward* and the Heirs Male of his Body, and the right Heirs of the said Testator.

LV. This Act shall not be a Public Act, but shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

Act as
printed by
Queen's Prin-
ters to be
Evidence.

Ward's Estate Act, 1854.

The SCHEDULE referred to by the foregoing Act.

PART I.

The Particulars of the Real and Long Leasehold Estates devised by the Will of George Ward, now subject to the Trusts thereof, except Westhill and the Estate at Bletchingley.

Holdings.	Occupiers.	Quantity, more or less.			Parish.
		A.	R.	P.	
Cottages and Premises at Moor -	Andrews, Mr. - -	2	0	11	Northwood, Isle of Wight.
Cottage and Garden at Nodes -	Adams, Mrs. - -	—	—	—	—
Hillis Farm and Cottages - -	Alford, John - - -	121	0	15	—
Nodes Farm and Cottage - -	Attrill, John - - -	167	3	4	—
Thorness Farm and Cottages -	Attrill, George - - -	459	0	24	—
Rew Street Farm, other Lands and Cottages.	Tucker, B. - - -	291	3	28	—
Tenement and Smith's Shop - -	Baker, George. - -	—	—	—	—
Rope Walk, Arctic Cottage, and Meadow Land.	Bannister, Henry - -	2	3	28	—
Egypt Cottage and Garden - -	Bannister, Edward. - -	—	—	—	—
Four Cottages and Gardens near Egypt.	Four Tenants. - -	—	—	—	—
Pasture Land near Egypt, and Beach and private Road.	Knighton and in hand -	8	0	0	—
Clift Pasture near Egypt - -	Hale, James - - -	6	2	0	—
Weston Farm - - - -	Lane, William - - -	235	0	14	Freshwater.
Hope Cottage (Part of) - -	Dore, John - - -	-	-	-	Northwood.
Pasture Land at Place - -	Blanford, Philip - - -	2	3	25	—
Double Cottage and Gardens, Rew Street.	Brading and Groves. - -	—	—	—	—
Ford Farm - - - -	Buckell, Francis - - -	180	0	23	Whitwell and Godshill.
Pasture Land and Cottage - -	Bullock, William - - -	2	0	38	Northwood.
Two Cottages and Garden - -	Doudney and Spencer. - -	—	—	—	—
House and Pasture Land - -	Dore, Robert - - -	4	3	18	—
Pagham Farm with Kennerly -	Cole, James - - -	437	2	8	Arreton and Godshill.
Pasture Land near Cowes - -	Caws, William - - -	8	2	20	Northwood.
Cottage and Land - - - -	Chessell, James - - -	10	0	0	Various.
Pasture Land - - - -	Chessell, Jacob - - -	-	-	-	St. Nicholas.
Watch-houses, Cowes, and Totland Bay.	Commissioners of Customs -	-	-	-	Northwood and Freshwater.
Cottage and Pasture Land, Sticelot.	Cooke, John, and Dunford, George. - - -	13	2	0	Northwood.
Cottages and Land, Watergate -	Cook, Thomas - - -	31	2	4	Carisbrooke.
Two Houses, Parade Cowes - -	Corke and Underwood - -	-	-	-	Northwood.
Pasture Land at Moor and Cottage	Mew, Thomas - - -	8	2	28	—
Gas Works, Cowes, Part of Smithards.	Company. - - -	—	—	—	—
Late Waterworks, Part of Moor -	Unlet - - - -	-	-	-	Northwood,
Broadfields Farm - - - -	Davis, John - - -	90	0	21	—
Three Houses, Sun Hill, Cowes -	Phillips and others. - -	—	—	—	—

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Holdings.	Occupiers.	Quantity, more or less.			Parish.
		A.	R.	P.	
Somerton Farm, with Part of Medham.	Bull, James - - -	207	1	0	—
Houses and Pasture Land, Part of Mill, Pond and River Shore, Dodnor.	Various - - -	100	0	0	St. Nicholas and Carisbrooke.
Cottage and Pasture - - -	Dunford - - -	1	1	30	Northwood.
Stagwell Farm - - -	Dunford, James - - -	140	0	9	—
Two Tenements and Land Wyatts	Farley and Dunford - - -	2	3	5	—
Cockleton Farm and other Lands -	Durie, Thomas - - -	56	1	24	—
Land Part of Pallance and Comforts.	Dunford, Jane - - -	14	0	31	—
Land at Cowes, let on Building Lease, known as Birmingham Hall.	Various Tenants.	—	—	—	—
Cottage and Land, Part of Hillis -	Early, William - - -	10	1	4	—
Whitecroft Farm - - -	Ford, John - - -	115	3	18	Carisbrooke and Gatcombe.
Double Cottage and Gardens -	Gladdis and Butcher - - -	—	—	—	Northwood.
Pasture Land, Part of Dottens -	Farrington, Admiral - - -	4	3	36	—
Double Cottage and Gardens -	Mew and Young.	—	—	—	—
House and Pasture Land -	Griffiths, E. L. - - -	3	1	5	—
Cottage and Garden - - -	Grist, Daniel.	—	—	—	—
Two Houses, High Street, Cowes -	Haden and Collins.	—	—	—	—
Pasture Land near Cowes - - -	Haines, James - - -	9	1	21	—
Land near Carisbrooke - - -	Gould, John - - -	21	0	0	Carisbrooke.
House and Pasture Land, Smithards, and near Egypt.	Hollis, George - - -	26	2	27	Northwood.
Whippance Farm - - -	Humber, William - - -	83	0	12	—
House and Land, Part of Morton -	James, Mrs. - - -	10	2	15	Brading.
House and Carpenter's Shop, Horshoe.	Jerrom, Joseph - - -	—	—	—	Northwood.
Pallance Farm - - -	Jones, William - - -	118	1	9	—
Cottage, Garden, and Part of Parkhurst Enclosure Land.	Jones, William, junior - - -	13	3	37	—
Farm at Beerlay and Common Rights.	Joliffe, Dr. (Executors of), for Life of Frances Joliffe.	30	1	19	Whitwell.
Pasture Land near Cowes - - -	Keates, James - - -	18	2	26	Northwood.
Cottage, Smithards - - -	Leale, Mrs.	—	—	—	—
Cottage and Garden, Pallance Gate.	Legg, James.	—	—	—	—
Cottage and Garden, Hillis - - -	Legg, John.	—	—	—	—
Cottage, Garden, &c. - - -	Loving, Mary.	—	—	—	—
Land, Part of Allees and Comfort's.	Luter, John - - -	43	1	34	—
Cowes Windmill, Cottage, and Pasture Land.	Matthews, R. H. - - -	3	0	0	—
Skinner's Grove Farm, Dukes and other Lands.	Chessell, William - - -	133	0	0	—
Crocker's Farm, Part of Parkhurst Enclosure and other Lands.	Mew, Thomas - - -	177	2	26	Northwood.
Public and other Houses, Cowes, Newport, and Carisbrooke.	Messrs. Mew - - -	—	—	—	Various.
Public House, "Flowerpot" - - -	Cook, John, for Lives renewable for ever.	—	—	—	Northwood.
Cottage and Garden, Tinker's Lane	Miller, Robert.	—	—	—	—
Pasture Land near Cowes - - -	Mitchell, Joseph - - -	7	2	2	—
Dwelling House and Land at Dotton's Place and Allees.	Moore, James - - -	125	1	39	—
Double Cottage and Garden, Smithards.	Morey, Isaac.	—	—	—	—

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Holdings.	Occupiers.	Quantity, more or less.			Parish.
		A.	R.	P.	
Cottage and Garden, Tinker's Lane.	Morey, Daniel.	—	—	—	—
Kingston Farm - - - - -	Morris, Henry - - - - -	477	3	7	Kingston.
Buck's Farm - - - - -	Morris, Andrew - - - - -	382	0	2	Do. and Shorwell.
Cook's Farm - - - - -	Morris, Daniel - - - - -	69	3	6	Shalfleet.
Cottage and Land, Noke - - - - -	Page, Robert - - - - -	13	2	7	Northwood.
Cottage and Garden (Dores) - - - - -	Packman, John.	—	—	—	—
Cottage and Pasture Land at Moor, near Cowes.	Peach, Jacob - - - - -	24	2	23	—
Houses and Lands at Horsebridge Hill.	Phillips, Mrs.	—	—	—	—
House, Church Road, Cowes - - - - -	Riddett, James.	—	—	—	—
Pasture Land near Cowes - - - - -	Drover, Wm. - - - - -	11	3	29	—
Cottage and Land - - - - -	Rice, James.	—	—	—	—
Double Cottage and Garden - - - - -	Riddett and Spencer.	—	—	—	—
House at Cowes (Whitehouse) - - - - -	Unlet.	—	—	—	—
Toll House and Garden, Debourne	Commissioners of Roads.	—	—	—	—
Noke Farm and Parkhurst Enclosure Lands.	Salter, Isaac - - - - -	79	3	3	—
Wroxhall Farm - - - - -	Saunders, William - - - - -	81	0	25	—
Land and Premises at Cowes, near Park.	Schuldt.	—	—	—	—
Warren Farm and Stote's Farm, with Part of Weston Farm and other Lands, Sand Pits, Alum Bay and Store Norton.	Squire, J. and W. - - - - -	129	2	15	Freshwater and Shalfleet.
Headon Cottage, Alum Bay - - - - -	Squire, William - - - - -	-	-	-	Freshwater.
House, High Street, Cowes - - - - -	Storey, Edward - - - - -	-	-	-	Northwood.
Double Cottage and Gardens - - - - -	Taylor and Chessell.	—	—	—	—
Land at Bellamy's - - - - -	Taylor, Thomas, and Holbrook, James.	-	-	-	Shalfleet.
Cottage, Wyatt's - - - - -	Tickner, Jame - - - - -	-	-	-	Northwood.
House and Land, Part of Comfort's	Thorold, Charles - - - - -	13	0	5	—
Various Houses, Stable, Land whereon Cottage stood, and Premises.	Fellowes, Chas.	—	—	—	—
Fountain Hotel Tap and Houses adjoining in High Street, Cowes, and Stable and Pasture Land, near Cowes.	Bull, Thomas - - - - -	13	0	23	—
Part of Chambler's Copse near Cowes.	Wheeler ——— - - - - -	-	-	-	Northwood.
Pasture Land near Cowes - - - - -	White, J. and R. - - - - -	4	2	3	—
Ditto ditto - - - - -	White, Thomas - - - - -	5	1	0	—
Chawton Farm, Part of Medham and other Lands.	Wilkinson, Thomas - - - - -	291	2	3	—
House, Soho Square - - - - -	Wilkins, J. R. - - - - -	-	-	-	Westminster.
Pasture Land - - - - -	Woolgar, George - - - - -	7	0	25	Northwood.
Stables, George Yard, Crown Street, Soho.	Goslitt - - - - -	-	-	-	Westminster.
Cottage and Garden, Pallance Gate.	Young, Henry - - - - -	-	-	-	Northwood.
Twelve Houses, Cross Street, Cowes.	Various Tenants.	—	—	—	—
Five ditto, Market Hill, ditto - - - - -	Ditto, ditto.	—	—	—	—
Northwood House, Garden, and Park.	Ditto, ditto - - - - -	223	3	36	—
House, Soho Square - - - - -	Newman, James - - - - -	-	-	-	Westminster.
Parkhurst Forest Enclosure Lands	Various Tenants - - - - -	40	2	6	Various.
Copse and other Land, in hand - - - - -	- - - - -	355	0	28	—
Pews and Faculties, West Cowes	Chapel.	—	—	—	—

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Holdings.	Occupiers.	Quantity, more or less.			Parish.
		A.	R.	P.	
Advowson of Kingston - - -	J. B. Atkinson - - -	-	-	-	Kingston.
Fountain Pier - - -	In hand - - -	-	-	-	Northwood.
The Manors of Northwood or Bowcombe, Debourne and Wil- mingham, Kingston and Pagham, sundry Pieces of Waste Land, Sea Shore, River Shore, Right of Common, the Warren in Freshwater Parish, and Quit Rents.	- - -	-	-	-	Various.
Wharves, Cottages, Boat and Watch Houses in various Parishes.	- - -	-	-	-	-
Pasture or Building Land near Cowes, late Rice, Wheeler, and White.	Now in course of letting to various Tenants.	3	2	0	Northwood.

PART II.

The Particulars of the Real Estates purchased since the Testator's Death, and settled to the Uses of his Will.

Holdings.	Occupiers.	Quantity, more or less.			Parish.
		A.	R.	P.	
Burgat's Farm - - -	Bridger, John - - -	153	1	7	Liss near Peters- field.
Andler's Ash Farm - - -	Ayling, William - - -	224	1	28	Liss.
Liss Place and Hawkley Lands Coppice - - -	Coryton, George - - - In hand - - -	277	2	31	Liss and Hawkley. Liss.
House and Land, Hill Lodge	Hamond, Captain - - -	2	0	9	Freshwater.
Lambley's Land, various	Squire, Messrs. - - -	13	1	34	—
Part of Weston Farm - - -	Lane, William - - -	2	2	9	—
Parts of Stotes or Warren's Farm	Squire, Messrs. - - -	6	2	1	—
Parts of Adgeston Farm and Cottage.	Baker, W. - - -	-	-	-	Brading.
Cottage - - -	Hearn.	-	-	-	—
Green Dragon Public House	Mew, Messrs. - - -	-	-	-	Carisbrooke.
Dwelling House - - -	Collins.	-	-	-	—
Mill Place Farm - - -	Buckell, F. - - -	81	2	34	Whitwell and Niton.
Ningwood Green Farm - - -	Wheeler, William - - -	190	2	22	Shalfleet.
Ningwood Dairy Farm - - -	Baker, H. - - -	202	3	36	—
Land, Ningwood - - -	Cottle, Way, and others	0	3	0	—
Land and Chalk Pit Cottage	Younge and Spicknell	-	-	-	Carisbrooke.
Two Houses, Pile Street, Newport	Beard, and unlet.	-	-	-	—
Various Plots of Land, Car- penter's Yard, and House and Premises, Cowes, and elsewhere.	Richards Civil, Bovil - - -	-	-	-	Various.

W. M. Dansey.

[Private.]

Ward's Estate Act, 1854.

PART III.

The Building Lands which may be leased for 999 Years.

Such Portions of the Estates above specified as on the Tithe Commutation Map of the Parish of Northwood are numbered as follows, to wit, Nos. 1, 2, 3, 7, 15, 16, 18, 20, 21, 33^a, 33, 32, 31, 25, 28, 29, 50, 113, 112, 110, 108, 109, 107, 106, 104, 122, 123, 103, 102, 124, 125, 126, 183, 185, 136, 142, 142^a, 65, 66, 67, 68, 73, 85, 84, 86, 90, 209, 210, 211, 237, 220, 221, 222, 224, 223, 225, 226, 227, 228, 229, 230, 230^a, 231, 232, 233, 234, 235, 236, 237, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 205, 204, 277, 249, 250, 276, 277^a, 278, 279, 280, 281, 282, 284, 285, 555, 564^a, 565, 640, 638, 637, 850, 852, 853, 854, 865, 867, 868, 869, 871, 898, 899, 272, 271, 269, 268, 267, 568, 567, 566, 579, 627, 628, 630, 633, 634, 636, 946, 948, 866, 253, 263, 264, 591, 592, 593, 594, 600, 601, 602; and a narrow Strip of Land between Nos. 263 and 264 and the River Medina; also the Mansion House at Northwood, and the Park, Gardens, Pleasure and other Grounds belonging thereto.

All such Portions of the Estates above specified as are situate in the Parishes of Freshwater and Carisbrooke, or either of them.

Such Portions of the Estates above specified as on the Tithe Commutation Map of the Parish of Brading are numbered as follows, to wit, Nos. 502, 599, 617, 618, 618, 619, 619^a, 1124.

Benj. Wm. Jones.

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1854.