



ANNO DECIMO OCTAVO

# VICTORIÆ REGINÆ.

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## Cap. 1.

An Act for enabling Leases to be made of the Freehold Estates of the late *Matthew Hill* Esquire, and for other Purposes. [15th June 1855.]

**W**HEREAS *Matthew Hill*, late of *Newman Street, Oxford Road*, in the County of *Middlesex*, Gentleman, deceased, being seised of or otherwise well entitled to the Lands set forth in the First Part of the Schedule to this Act, for an Estate of Inheritance in Fee Simple in possession, duly made, signed, and published his last Will and Testament in Writing, bearing Date the Eighth Day of *November* One thousand eight hundred and one, and thereby gave and devised all and every his Freehold, Copyhold, and Leasehold Messuages, Lands, Tenements, and Hereditaments, and Real Estate and Estates, whatsoever and wheresoever, unto Colonel *Justly Mark Hill* (in the said Will called Colonel *Jessley Hill* of *Stamford Hill* in the County of *Middlesex*, Esquire) and *Edward David Batson* of the City of *London*, Banker, (in the said Will called *Edward Batson* only,) their Heirs and Assigns, subject to the Payment of all his just Debts, to the Uses, upon the Trusts, and for the Ends, Intents, and Purposes therein-after mentioned; (that is to say,) as to One undivided Moiety or Half Part thereof, upon trust to receive, pay, and apply the Rents,  
[Private.]

Will of M. Hill, dated Nov. 8th 1801.

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Issues,



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Issues, and Profits thereof to his Daughter *Frances Roach*, the Wife of *William Roach* of *Pall Mall*, Silk Mercer, for her separate Use during her Life; and from and after the Decease of the said *Frances Roach* to the Use of her Son *John Edward Nassau Molesworth* and his Assigns during his Life, without Impeachment of Waste, with a Limitation to the Use of the said *Justly Mark Hill* and *Edward David Batson*, and their Heirs, during the Life of the said *John Edward Nassau Molesworth*, upon trust to support contingent Remainders; and from and after his Decease to the Use of all and every his Child and Children who should be living at or born in due Time after his Death, in equal Shares and Proportions, as Tenants in Common, and not as Joint Tenants, and to the Heirs of their respective Bodies; and in default of such Issue to the Use of his (the said Testator's) Daughter *Elizabeth Hill* and her Assigns during her Life, without Impeachment of Waste, for her separate Use, with a Limitation to the Use of the said *Justly Mark Hill* and *Edward David Batson*, and their Heirs, during the Life of the said *Elizabeth Hill*, upon trust to support contingent Remainders; and from and after her Decease to the Use of all and every her Child and Children who should be living at the Time of her Death, in equal Shares and Proportions, as Tenants in Common, and not as Joint Tenants, and to the Heirs of their respective Bodies; and in default of such Issue to the Use of his (the said Testator's) own right Heirs; and as to the other undivided Moiety of his said Freehold Messuages, Lands, Tenements, and Hereditaments, to the Use of his said Daughter *Elizabeth Hill* during her Life, for her separate Use, with a Limitation to the Use of the said *Justly Mark Hill* and *Edward David Batson*, and their Heirs, during the Life of the said *Elizabeth Hill*, upon trust to support contingent Remainders; and from and after her Decease to the Use of all and every her Child and Children who should be living at the Time of her Death, in equal Shares and Proportions, as Tenants in Common, and not as Joint Tenants, and to the Heirs of their respective Bodies; and in default of such Issue to the Use of the said *Frances Roach* and her Assigns during her Life, without Impeachment of Waste, for her separate Use; and from and after her Decease to the Use of the said *John Edward Nassau Molesworth* and his Assigns during his Life, without Impeachment of Waste, with a Limitation to the Use of the said *Justly Mark Hill* and *Edward David Batson*, and their Heirs, during the Life of the said *John Edward Nassau Molesworth*, upon trust to support contingent Remainders; and from and after his Decease to the Use of all and every his Child and Children who should be living at or born in due Time after his Death, in equal Shares and Proportions, as Tenants in Common, and not as Joint Tenants, and to the Heirs of their respective Bodies; and in default of such Issue to the Use of his (the Testator's) own right Heirs: And whereas the said *Justly Mark Hill* departed this Life in the Life-time



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time of the said Testator, (that is to say,) in or about the Month of *May* One thousand eight hundred and two: And whereas the said Testator departed this Life on the Twenty-first Day of *June* One thousand eight hundred and three, without having revoked or altered his said Will, and leaving the said *Edward David Batson, Frances Roach, John Edward Nassau Molesworth, and Elizabeth Hill* him surviving, and on the Thirteenth Day of *July* One thousand eight hundred and three the said Will was duly proved by the said *Edward David Batson* in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the said *Edward David Batson* departed this Life in or about the Month of *October* One thousand eight hundred and eight: And whereas the said *Frances Roach* departed this Life on or about the Seventeenth Day of *January* One thousand eight hundred and forty-eight: And whereas on the Twenty-eighth Day of *November* One thousand eight hundred and fifteen the said *John Edward Nassau Molesworth*, being then a Bachelor, intermarried with *Harriet Mackinnon*, who departed this Life on or about the Seventh Day of *December* One thousand eight hundred and fifty: And whereas there is Issue of such Marriage now living Nine Children, and no more; (that is to say,) the Reverend *William Nassau Molesworth* of *Spotland* in the County of *Lancaster*, Clerk; *John Molesworth* of *Littleborough* in the said County, Gentleman; *Harriet Molesworth* of *Rochdale* in the said County, Spinster; *Emma Frances*, the Wife of *George Poulden* of *Blomfield Terrace, Paddington*, in the County of *Middlesex*, Barrister-at-Law; *Louisa*, the Wife of the Reverend *John Edwards* of *Todmorden* in the said County of *Lancaster*, Clerk; *George Mill Frederick Molesworth* of Her Majesty's Ship *Victory*, a Lieutenant in Her Majesty's Royal Navy; the Reverend *Rennell Francis Wynn Molesworth* of *Ramsgate* in the County of *Kent*, Clerk; *Guilford Lindsey Molesworth* of *Woolwich* in the said County of *Kent*, Civil Engineer; and *Daniel Molesworth* of *West Drayton* in the County of *Middlesex*: And whereas all the aforesaid Nine Children of the said *John Edward Nassau Molesworth* have attained the Age of Twenty-one Years: And whereas the said *Daniel Molesworth* has been found of unsound Mind upon an Inquiry in that Behalf directed by the Lord High Chancellor; and by an Order of the Lords Justices of the Court of Appeal in Chancery, bearing Date the Fifteenth Day of *January* One thousand eight hundred and fifty-five, the said *John Edward Nassau Molesworth* has been appointed and now is the Committee of the Estate of the said *Daniel Molesworth*: And whereas on the Thirty-first Day of *October* One thousand eight hundred and fifty-four the said *John Edward Nassau Molesworth*, who had not previously married since the Decease of the said *Harriet Molesworth*, intermarried with *Harriet Elizabeth Bridges* Widow, who is still living: And whereas the said *Elizabeth Hill* is still living: And whereas by an Award bearing Date the Eighteenth Day of *June*

[Private.] One



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One thousand eight hundred and nineteen a small Piece of Freehold Land, Part of *Sydenham Common* in the County of *Kent*, described in the Second Part of the Schedule to this Act, was allotted in respect of the Freehold Lands late of the said *Matthew Hill* deceased, and which were devised by his said Will in manner herein-before mentioned, and the Land so allotted now stands limited to the same Uses and upon and for the same Trusts, Intents, and Purposes as the said Freehold Lands late of the said *Matthew Hill*: And whereas the said Will of the said *Matthew Hill* does not contain any Power of leasing the said Lands or of appointing new Trustees: And whereas the said Lands are, from their Situation and other Circumstances, extremely eligible for Building Purposes, and it would be for the Benefit of the said *Elizabeth Hill* and *John Edward Nassau Molesworth*, and of the other Persons who may become entitled to the said Lands under the Limitations contained in the said Will, if Powers of leasing the said Lands, with such Clauses and Authorities for facilitating the Execution of the same Powers respectively as are herein-after contained, were granted, and it is expedient that the same should be granted accordingly: And whereas it is expedient that *William Alexander Mackinnon* the younger, of Number Five, *Gloucester Square, Hyde Park*, in the County of *Middlesex*, Esquire, and *Thomas Postlethwaite* of *Liverpool* in the County Palatine or *Lancaster*, Merchant, should be appointed the First Trustees of this Act for the Purposes herein-after mentioned, and that such Powers should be granted as are herein-after granted in relation to the Appointment of Trustees, from Time to Time, as Occasion may require, and to the Indemnity of the Trustees for the Time being of this Act: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *Elizabeth Hill*, *John Edward Nassau Molesworth*, *William Nassau Molesworth*, *John Molesworth*, *Harriet Molesworth*, *George Poulden* and *Emma Frances* his Wife, *John Edwards* and *Louisa* his Wife, *George Mill Frederick Molesworth*, *Rennell Francis Wynn Molesworth*, and *Guilford Lindsey Molesworth*, and the said *Daniel Molesworth* by the said *John Edward Nassau Molesworth*, Committee of his Estate, do 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; (to wit,)

Short Title. I. That in citing this Act for any Purpose it shall be sufficient to use the Expression "*Matthew Hill's Estate Act, 1855.*"

Interpretation of Terms. II. That the Words and Expressions herein-after mentioned shall in this Act, except where the Nature of the Provisions or the



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the Context shall exclude such Construction, be interpreted as follows; namely,

The Expression "the Lands" shall mean the Freehold Lands, Tenements, and Hereditaments whereof the short Particulars are set forth in the Schedule to this Act:

The Expression "Building Purposes" shall include the several Purposes of building, rebuilding, repairing, or otherwise improving, and all other Purposes whatsoever for which Leases for Building Purposes are by this Act authorized to be made:

The Expression "the Trustees" shall mean the Trustees or Trustee for the Time being of this Act.

III. That the said *William Alexander Mackinnon* the younger and *Thomas Postlethwaite* shall be the First Trustees for the Purposes of this Act. First Trustees.

IV. That as often as any Trustee or Trustees shall die, or go to reside beyond the Seas, or desire to be discharged from or refuse or decline or become incapable to act in the Trusts hereby in them reposed, before the same shall be fully executed, it shall be lawful for the High Court of Chancery, in a summary Way, upon the Petition of the Persons for the Time being entitled under the Limitations of the said Will to the Rents and Profits of the said Lands, or any of such Persons, (reasonable Notice having been given to the other or others of them,) to appoint any Person or Persons to be a Trustee or Trustees in the Place of the Trustee or Trustees so dying, or going to reside beyond the Seas, or desiring to be discharged, or refusing, declining, or becoming incapable to act as aforesaid, and every such new Trustee shall have all the Powers and Authorities of the Trustee in whose Room he shall be substituted. Power of appointing new Trustees.

V. That the Trustees may from Time to Time, by Deed legally executed, make any Lease of any Part of the Lands for any Term not exceeding Twenty-one Years, to take effect in possession immediately or within Three Months after the making thereof, and at the best Rent that can be reasonably obtained for the same, without taking any Fine, Premium, or Foregift, or anything in the Nature thereof, so that the Rent be made payable half-yearly or oftener, and so that there be thereby reserved Powers of Distress and Entry for securing the Payment of the Rent and Performance and Observance of the Lessee's Covenants therein contained, and so that the Lessee be not thereby made dispunishable for Waste, and do execute a Counterpart of the Lease. Power to lease for Twenty-one Years.

VI. That the Trustees may from Time to Time appropriate and lay out any Part or Parts of the Lands for Building Purposes, and Power to appropriate Lands for  
may

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Building  
Purposes.

may embank, drain, fence, plant, and otherwise improve the same, and may lay out any Part or Parts thereof as and for Squares, Crescents, Streets, Roads, Ways, and other open Spaces, Embankments, Sewers, Drains, and Watercourses, and other Conveniences, for the general Benefit of the Lands or any of them, and lay out the same or any Part thereof as Lots for building on, or in such other Manner in all respects as they may deem advantageous for any of the Purposes of this Act, and may maintain, renew, repair, alter, and improve such Improvements, Squares, Crescents, Streets, Roads, Ways, open Spaces, Embankments, Sewers, Drains, Watercourses, and Conveniences respectively.

General  
Deeds of Ap-  
propriation  
for Building  
Purposes.

VII. That for the Purpose of any such general Improvement and Accommodation the Trustees may from Time to Time, by general Deeds, to be sealed and delivered by them, and to be enrolled in Her Majesty's High Court of Chancery, within Six Months from the Day of the Date thereof respectively, declare the Mode, Terms, and Conditions of such general Improvement and Accommodation, and of the Enjoyment of the Benefits thereof, and grant such Liberties, Privileges, Easements, and Conveniences in that Behalf as they may deem reasonable, and may, if they think fit, demise or limit the Portions of the Lands for the Time being appropriated for the Purpose of any such general Improvement and Accommodation, or any Parts thereof, to any Person, for any Term of Years not exceeding Ninety-nine Years, upon such Trusts, and with such Provisions for securing all or any of the Objects of any such general Deed, as they may think reasonable, but so that every such general Deed be made with a view to the general Benefit of the Estates.

Power to  
lease for  
Building  
Purposes.

VIII. That it shall be lawful for the Trustees from Time to Time, in accordance with the Provisions of this Act, by Deed legally executed, to lease all or any Part of the Lands to any Persons willing substantially to improve or repair any Buildings or Construction thereon, or to erect or make any Building or Construction in lieu of or in addition to any Building or Construction thereon, or to erect or make any Building or Construction on any Part of the Lands not for the Time being built on, or otherwise to improve the Lands or any Part thereof, so that the Lessee do execute a Counterpart of the Lease.

Such Let-  
tings may be  
by Public  
Auction or  
Private  
Contract.

IX. That every Letting from Time to Time for Building Purposes may be made either by Public Auction or Private Contract, and subject to such Conditions, whether ordinary or special, as the Trustees may think advantageous.

X. That



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X. That the several Leases for Building Purposes may respectively be made for any Term of Years absolute not exceeding Ninety-nine Years, and in consideration of the best yearly Rents to be incident to the Réversion that can be reasonably obtained for the same.

Terms which may be granted for Building Purposes.

XI. That the First Payment of every yearly Rent reserved in any Lease for Building Purposes may be made to become payable on any Day not exceeding Two Years and a Half from the Day of the Date of the Lease, and to increase periodically, beginning with such Portion of the full yearly Rent to be ultimately payable and so increasing up to the full yearly Rent reserved as the Trustees, having regard to the Progress of the Improvements to be made and the other Circumstances of the Case, may think reasonable, but so that the full yearly Rent be made payable on a Day not later than Five Years from the Day of the Date of the Lease.

Rents may increase periodically.

XII. That the Trustees may from Time to Time, if and as they may think advantageous, grant to the respective Lessees for Building Purposes, their Executors, Administrators, and Assigns, all or any of the following Liberties, Easements, and Privileges ; namely,

Liberties which may be granted to Lessees for Building Purposes.

First, Liberty to take down or remove all or any Part of the Buildings or Constructions on the Lands leased, and to apply and dispose of the Materials thereof to any Uses and Purposes agreed on :

Secondly, Liberty to set out and allot Part of the Lands leased, as and for the Sites of Markets, Squares, Crescents, and other open Spaces, Streets, Roads, Ways, Avenues, Passages, Embankments, Wharfs, Drains, Yards, Gardens, Pleasure Grounds, Shrubberies, and otherwise for the Use and Convenience of the Occupiers of the Lands leased, or for the general Improvement of the Estate :

Thirdly, Liberty to make, lay, or use in or under any Part or Parts of the Lands so set out and allotted, or not then already leased, or then already leased so far as the Reservations or Provisions in the Lease or Leases for the Time being subsisting thereof will authorize, any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, and other Conveniences for any then present or future Buildings or Constructions :

Fourthly, Liberty to dig, take, and carry away, in and out of the Lands leased, any such Building Stone, Earth, Clay, Sand, Loam, Gravel, and other Substances as it may be necessary or convenient to remove for effecting any of the Purposes authorized by the Lease :

Fifthly, Liberty to dig and excavate any Building Stone, Earth, Clay, Sand, Loam, Gravel, and other Substances out of any

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convenient Part of the Lands leased, and to manufacture the same into Bricks, Tiles, and other Materials to be used in improving such Lands :

Sixthly, Liberty to fell, lop, or cut, and to carry away and use, any Timber and other Trees, Shrubs, and Plants on the Lands leased :

Seventhly, Liberty to alter and reconstruct all or any Part of any Building comprised in any such Lease, so as such Alteration or Reconstruction be made with the Privity and to the Satisfaction of the Trustees or of their Surveyor or Agent :

Eighthly, Easements of Ways, Waters, Drainage, Lights, and Support, and other Easements over, in, through, under, and affecting any Part or Parts of the Lands not then already leased, or then already leased so far as the Reservations or Provisions in the Lease or Leases for the Time being subsisting thereof will authorize :

Ninthly, any other Liberties, Easements, or Privileges usual or proper in Leases for like Purposes, or which the Trustees may think reasonable.

Reservations  
which may  
be made in  
Leases for  
Building  
Purposes.

XIII. That the Trustees may from Time to Time, if and as they may think advantageous, make in the Leases for Building Purposes or any of them all or any of the following Reservations ; namely,

First, Reservations of Rights or Powers for the Trustees, or the Person or Persons who for the Time being shall be entitled in reversion immediately expectant on the Term created to the Lands leased, or the Lessees or Occupiers for the Time being of any other Portions of the Lands, from Time to Time to make, lay, and use, in and under any Part of the Lands leased, any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, and other Conveniences for any then present or future Buildings or Constructions :

Secondly, Reservations of Rights or Powers for the Trustees, or the Person or Persons who for the Time being shall be entitled in reversion immediately expectant on the Term created to the Lands leased, to grant to the Lessees of any other Parts of the Lands any Easements of Ways, Waters, Drainage, Lights, and Support, and other Easements, over, in, through, under, and affecting the Lands leased :

Thirdly, any other Reservations usual or proper in Leases for the like Purposes, or which the Trustees may think reasonable.

Covenants  
that may be  
inserted in  
Leases for  
Building  
Purposes.

XIV. That the Leases for Building Purposes may, as the Trustees may think advantageous, be made either with or without Covenants by or on the Part of the respective Lessees to contribute towards the making and keeping in repair, ornamenting, and embellishing of any Squares,



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Squares, Crescents, or other open Spaces, Roads, Ways, Avenues, Passages, Embankments, Sewers, Drains, Pipes, Conduits, Easements, or Conveniences in, upon, through, under, or over any Parts of the Lands, and either with or without Covenants or Stipulations by or on the Part of the Trustees, or the Person or Persons who for the Time being shall be entitled in reversion immediately expectant on the Term created to the Lands leased, as to the Mode in which any Part of the Lands shall be laid out, built upon, used, or improved.

- XV. That there shall be contained in the Leases for Building Purposes the following Covenants by the respective Lessees; namely, Covenants which must be inserted in Leases for Building Purposes.
- First, a Covenant for the Payment of the Rent reserved:
- Secondly, a Covenant for the Payment of all Landlords and Tenants Taxes, Charges, Rates, Assessments, Dues, and Impositions whatsoever (except only Landlords Property Tax) or Income Tax) affecting or to affect the Lands leased:
- Thirdly, a Covenant to keep the Buildings or Constructions on the Lands leased insured against Damage by Fire to the Amount of Three Fourths at least of the Value thereof in some respectable Insurance Office, or, in lieu of such last-mentioned Covenant, a Covenant that the said Buildings or Constructions shall be insured in manner aforesaid by the Person or Persons who for the Time being shall be entitled in reversion immediately expectant on the Term created to the Lands leased, and that the Lessee shall from Time to Time pay, on Demand, all such Sums as shall have been paid for such Insurance, and in case of Default the same shall be recoverable by Distress or otherwise, as for Rent in arrear:
- Fourthly, a Covenant to lay out the Money received by virtue of such Insurance, and such other Money as may be requisite, in substantially rebuilding, repairing, or reinstating the Buildings or Constructions destroyed or damaged by Fire:
- Fifthly, a Covenant to yield up on the Expiration or other sooner Determination of the Term granted the Possession of the Lands leased, with the Buildings, Constructions, and Improvements to be made, improved, built, or rebuilt thereon, in good Repair and Condition:
- Sixthly, in every Lease for the Purpose of having any Building or Construction made upon the Lands therein comprised, a Covenant to make and finish, within a Time therein for that Purpose specified, and to keep in repair during the Term granted, the Building or Construction agreed to be made:
- Seventhly, in every Lease for the Purpose of having any Building or Construction improved, repaired, or rebuilt, a Covenant to improve, repair, and rebuild, within a Time therein for that Purpose specified, and to keep in repair during the Term granted, the



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the Building or Construction agreed to be improved, repaired, or rebuilt :

Eighthly, in every Lease for any other Improvement, a Covenant to make such Improvements within a Time for that Purpose therein specified.

Powers which must be contained in Leases for Building Purposes.

XVI. That there shall be contained in the Leases for Building Purposes Powers, Conditions, Covenants, or Provisoes for the following Purposes ; namely,

First, for the Person or Persons who for the Time being shall be entitled in reversion immediately expectant on the Term created to the Lands leased, or their Surveyor or Agent, to enter at least twice in every Year upon the Lands leased, and to inspect the Condition thereof, and of all Buildings, Constructions, and Improvements thereon :

Secondly, for the Person or Persons who for the Time being shall be entitled as aforesaid to re-enter absolutely for Nonpayment of the Rent reserved, or for Breach of any of the Lessees Covenants, or of such One or more of the said Covenants as shall be specified in the Proviso for Re-entry.

Powers which may be contained in Leases for Building Purposes.

XVII. That there may be contained in the Leases for Building Purposes Powers, Conditions, Covenants, or Provisoes for the following Purposes ; namely,

First, a Proviso that Breach of any of the Lessees Covenants (except the Covenant for Payment of the yearly Rent, and of Sums paid by the Lessors for Insurance, and such other Covenants, if any, as the Parties agree to except,) shall not give any Right of Re-entry unless or until Judgment be obtained in an Action for Breach of such Covenant, and the Damages be assessed, and the Damages and Costs recovered therein remain unpaid for Three Months after the assessing of such Damages :

Secondly, Powers or Provisions that in case of Breach of any Covenant to insure any Building or Construction against Damage by Fire, or to rebuild, repair, or reinstate any Building or Construction destroyed or damaged by Fire, the Person or Persons who for the Time being shall be entitled in reversion immediately expectant on the Term created to the Lands leased may insure, rebuild, repair, or reinstate such Buildings or Constructions, according to the Terms of the Covenant, and may recover all Costs, Charges, and Expenses of and incident to such insuring, rebuilding, repairing, or reinstating, by Entry upon the Lands leased, and Distress or Perception of Rents and Profits, or by Action or other Proceeding against the Lessee or his Representatives :

Thirdly,



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Thirdly, any other Powers, Conditions, Covenants, and Provisions usual or proper in Leases for the like Purposes, or which the Trustees may think reasonable.

XVIII. That no Leases or Contracts to be made under the Authority of this Act shall be void or invalid, or defeasible or questionable, (if in any such Leases or Contracts it shall be so stipulated or agreed,) on the Ground that the Right of Entry or Re-entry for Nonpayment of Rent, or for the Breach of all or any of the Stipulations, Covenants, and Agreements to be therein contained, is confined by any Terms restricting the same to the Parts of the Hereditaments leased or agreed to be leased, where the Breach or Default in the Lessees Covenants shall have been committed, or on the Ground that such Right is confined by any other Terms restricting the Right of Entry to a Part only of the Hereditaments leased or agreed to be leased by any such Lease or Contract, and that notwithstanding any Avoidance of any Lease or Contract as aforesaid for the Breach of any such Stipulations, Covenants, or Agreements as to Part only of the Hereditaments which from Time to Time shall continue to be held under or by virtue of the same Lease or Contract, and for this Purpose every such Condition shall be apportionable and shall have Effect according to the Intention of the Parties as expressed in any such Lease or Contract accordingly.

Clauses of Re-entry to be apportionable according to the Agreement of the Parties.

XIX. That the Trustees may from Time to Time enter into Contracts in Writing for leasing for Building Purposes, according to the Provisions of this Act, any Part of the said Lands; and any such Contract may contain an Agreement that the Person with whom the Contract is made may during the Continuance thereof have, exercise, or enjoy all or any of the Liberties to be expressed in the Contract which are by this Act authorized to be granted to Lessees for Building Purposes.

Contracts for Leases for Building Purposes may be entered into.

XX. That every such Contract for a Lease for Building Purposes shall contain Clauses or Covenants to the following Effect, namely,

Clauses to be contained in Contracts for Leases for Building Purposes.

First, that the Persons for the Time being entitled in possession (subject to any Contract) to the Rents and Profits of the said Lands may vacate the Contract as to and may re-enter upon such Part of the Land therein comprised, and not for the Time being actually leased in pursuance thereof, as is not within a reasonable Time, to be therein expressed, improved as thereby stipulated:

Secondly, that the Person to whom the Lease ought, according to the Contract, to be made shall within a reasonable Time, to be therein expressed, accept such Lease, and execute a Counterpart thereof:

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*d*

Thirdly,



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Thirdly, that in default of such Acceptance and Execution the Contract as to the Land for the Time being not actually leased in pursuance thereof shall be void.

Contracts to be carried into effect by Leases.

XXI. That every such Contract for Building Purposes shall (except as by this Act otherwise provided) be carried into effect by Leases in pursuance thereof, and according to the Powers and Provisions applicable thereto of this Act.

New Contracts may be made for Building Purposes.

XXII. That the Trustees may from Time to Time make any new Contract with respect to any Land theretofore contracted to be leased for Building Purposes, or any Part thereof, with any Person for the Time being entitled to the Benefit of the then existing Contract, and by way of Addition to or Explanation or Alteration of all or any of the Terms and Conditions of the then existing Contract, but so that such Contract, when so added to or explained or altered, be conformable to the Provisions of this Act.

General Terms of Contracts with respect to Leases for Building Purposes.

XXIII. That the Contracts with respect to Leases for Building Purposes which the Trustees may from Time to Time make may (except as by this Act otherwise provided) contain all such Terms and Conditions as the Trustees may think advantageous; and the Trustees may from Time to Time (but subject and without Prejudice to the Rights of the other contracting Parties who shall not consent to such Alteration, Rescinding, or Abandonment, so far as such Rights may be for the Time being subsisting, according to the Rules of Law or Equity,) alter, rescind, and abandon, either on Terms or gratuitously, as they may think advantageous, any such Contract, or any of the Terms and Conditions thereof: Provided always, that no such Contract shall contain any Term or Condition obligatory on the Trustees to which they may not be by this Act authorized to give Effect by or in a Lease.

Power to accept Surrenders and grant new Leases.

XXIV. That it shall be lawful for the Trustees at any Time to accept or authorize a Surrender of all or any of the Lands and Buildings comprised in any Lease granted under any of the Powers herein-before contained, and upon any such Surrender to grant, under any of the Powers herein-before contained, either to the Person or Persons surrendering, or to any other Person or Persons, One or more new Lease or Leases of the Lands and Buildings so surrendered, or any Part thereof, either alone or together with any other Lands, at the best Rent that can be reasonably obtained for the same, without taking any Fine, Premium, or Foregift, or anything in the Nature thereof, and with Liberty, in regulating the Terms upon which such new Lease or Leases shall be granted, to make such Allowance or Remuneration, either by way of annual Charge upon the Premises so surrendered,



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surrendered, or otherwise, to the Person or Persons surrendering the same, for the Value (if any) of the Estate or Interest which shall have been so surrendered, as to the said Trustees shall seem reasonable; but that no such Allowance or Remuneration by way of annual Charge shall continue for a longer Term or Period than the Term or Period at which the Estate or Interest which shall be surrendered would, if not surrendered, have determined by Effluxion of Time.

XXV. That whensoever the Possession of any Part of the Lands leased or contracted to be leased for Building Purposes under this Act shall be resumed or recovered, the same shall thereupon become subject to be from Time to Time thereafter dealt with and disposed of under this Act.

Lands of which Possession shall be recovered may be again disposed of under this Act.

XXVI. That the Certificate in Writing of the Trustees, acknowledging the Execution and Delivery by the Lessees of the Counterpart of a Lease executed under this Act, shall be Evidence in favour of the Lessees, and Parties claiming through or under them, that such Counterpart was duly executed and delivered to the Trustees.

Certificates of Trustees to be Evidence of Counterparts.

XXVII. That the several Powers granted by this Act shall be exercisable during the joint Lives of the said *Elizabeth Hill* and *John Edward Nassau Molesworth*, and during the Life of the Survivor of them, and also during such further Time (if any), to be computed from the Day of the Decease of such Survivor, as any Child of the said *John Edward Nassau Molesworth* shall be under the Age of Twenty-one Years.

Period within which the Powers of this Act are to be exercised.

XXVIII. That the several Powers granted by this Act, or any of them, shall not be exercised during the joint Lives of the said *Elizabeth Hill* and *John Edward Nassau Molesworth* without their joint Consent in Writing, or during the Life of the Survivor of them without the Consent of such Survivor, or after the Decease of the said *John Edward Nassau Molesworth* without the Consent of all and every his Children who for the Time being shall be living and resident within the United Kingdom of *Great Britain* and *Ireland*, and shall have attained the Age of Twenty-one Years; and such Consent may be given by the Committee for the Time being of the Estate of the said *Daniel Molesworth*, on behalf of the said *Daniel Molesworth*.

Consents to be obtained to the Exercise of the Powers granted by this Act.

XXIX. That it shall be lawful for the Trustees to pay and defray the Costs, Charges, Damages, and Expenses which they may incur or sustain in or about the Execution of the several Trusts, Powers, and Provisions of this Act, or in relation thereto, or so much and such Parts of such Costs, Charges, Damages, and Expenses as may not be agreed

Trustees may pay Costs, &c. incidental to this Act.



*Matthew Hill's Estate Act, 1855.*

agreed to be paid or shall not be paid by any other Person ; and the said Trustees shall be entitled to receive and be paid annually out of the Income of the Lands described in the Schedule to this Act, or any of them, such Sums of Money as shall be sufficient to replace and repay the said Costs, Charges, Damages, and Expenses, or so much and such Part thereof as last aforesaid, with Interest.

Court of Chancery may make Orders for taxing and raising Costs, &c.

XXX. That it shall be lawful for the Court of Chancery, in a summary Way, upon any Petition preferred by the Trustees or any Person or Persons beneficially entitled in possession, subject to any Lease, to the Rents and Profits of the said Lands described in the Schedule to this Act, to make such Orders as the said Court should think just or reasonable for allowing, taxing, settling, raising, and paying any such Costs, Charges, Damages, or Expenses as aforesaid, and also for indemnifying from and reimbursing the Trustees all Costs, Charges, Damages, and Expenses which shall be incurred by or occasioned to them by reason or on account of any Breach or Default in any of the Covenants, Contracts, Acts, Agreements, and Assurances hereby authorized to be made or entered into, unless the same shall be occasioned by or through their own wilful Neglect or Default respectively.

General Saving.

XXXI. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all Persons and Bodies Politic and Corporate, and their respective Heirs, Successors, Administrators, and Assigns, (other than and except the said *Elizabeth Hill, John Edward Nassau Molesworth, William Nassau Molesworth, John Molesworth, Harriet Molesworth, George Poulden and Emma Frances his Wife, John Edwards and Louisa his Wife, George Mill Frederick Molesworth, Rennell Francis Wynn Molesworth, Guilford Lindsey Molesworth, and Daniel Molesworth* respectively, and the Heirs of their respective Bodies, and every Child (if any) hereafter to be born of the said *John Edward Nassau Molesworth*, and the Heirs of the Body of every such Child, and the said *John Edward Nassau Molesworth* as such Committee of the Estate of the said *Daniel Molesworth*, and all and every other Person and Persons to whom any Estate, Right, Title, or Interest, at Law or in Equity, or any Charge, Lien, or Demand in, to, out of, upon, or affecting the Lands or any Part thereof, is or hath been limited, devised, or given, or hath descended or devolved, or shall descend or devolve, by or by virtue of the said recited Will,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, in, to, or out of the Land or any Part thereof respectively, as they or any of them had before the passing of this Act, or would, could, or might have had or enjoyed in case this Act had not been made.

XXXII. That



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*Matthew Hill's Estate Act, 1855.*

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XXXII. That 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.



*Matthew Hill's Estate Act, 1855.*

## SCHEDULE.

## PART I.

Description of Property.	Situation.	Tenants.
The Roe Buck Inn, One Messuage or Tenement, Two Cottages, Coach-house, Stabling, and Outbuildings, together with Yard, Garden, and Nine Acres or thereabouts of Meadow Land, with a Messuage, Barn, and Stonemason's Shed thereon.	Lewisham in the County of Kent.	Harry Nicholl and Vincent Nicholl.
One Messuage or Tenement adjoining the last-mentioned Premises.	Lewisham in the County of Kent.	William Glover.
One other Messuage or Tenement attached to the last-mentioned Messuage.	Lewisham in the County of Kent.	Charles Woolridge.
Two Messuages or Tenements - -	Nos. 80 and 81, Lombard Street, in the City of London.	William Tennyson Smith.
"The Horse Shoe" Public House - -	Little George Street, Westminster, in the County of Middlesex.	Joseph Carter Wood, Mary Wood, Widow, and James Frederick Nugent Daniell.
One Messuage or Tenement - -	No. 14, Little George Street, aforesaid.	Same.
Seventeen Messuages or Tenements -	Nos. 1 to 9, and 11 to 18, (all inclusive,) in Horse Shoe Alley, Westminster, aforesaid.	Various.
Two Messuages or Tenements - -	Nos. 66 and 67, York Street, Westminster, aforesaid.	Empty.
One Messuage or Tenement - -	No. 68, York Street aforesaid.	John Hodges.
Ditto - - - - -	No. 69, York Street aforesaid.	Jabez Lugsden.

## PART II.

A Close of Land containing 2 Acres 1 Rood and 14 Perches, or thereabouts, allotted by the Commissioners appointed under an Act of Parliament of the 50th George III., entitled "An Act for inclosing Lands in the Parish of Lewisham in the County of Kent," in right of the before-mentioned Hereditaments.	Lewisham in the County of Kent.	James Hunt.
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*Edward P Anson.*

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1855.