



ANNO QUARTO & QUINTO

VICTORIÆ REGINÆ.

Cap. 34.

An Act to amend “ An Act for vesting Estates of
 “ which *Gifford Warriner* Esquire, a Lunatic, is
 “ Tenant in Tail, in Trustees for Sale, and also
 “ for effecting a Partition of certain Parts thereof,
 “ and for granting Leases ;” and to enable the
 said Trustees to make Conveyances in Fee, subject
 to Rent-charges, and Leases for long Terms of
 Years, at reserved Rents, of the unsold Portions
 of the said Estates, and to make Sale of the
 Rent-charges and of the Reversions in Fee
 expectant on the Leases. [21st June 1841.]

WHEREAS an Act was passed in the First Year of the
 Reign of His late Majesty King *William* the Fourth,
 intituled *An Act for vesting Estates of which Gifford*
Warriner Esquire, a Lunatic, is Tenant in Tail, in Trustees for Sale,
and also for effecting a Partition of certain Parts thereof, and for grant-
ing Leases : And whereas after the passing of the said recited Act
William Heald Ludlow Esquire, One of the Trustees named in the
 said Act, obtained His late Majesty’s Royal Licence and Authority
 [Private.] 10 g under

11 G. 4. &
 1. W. 4. c. 41.

under His Sign Manual to take and use the Surname of "*Bruges*," and in consequence thereof the said *William Heald Ludlow* hath since used the Name of "*Bruges*" after his own Surname: And whereas by an Order of the Lord High Chancellor made in the Matter of the Lunacy of the said *Gifford Warriner*, and bearing Date the Tenth Day of *December* One thousand eight hundred and forty, it was ordered that it should be referred to *Nassau William Senior* Esquire, the Master to whom this Matter stood transferred, to inquire and certify whether it would be fit and proper, and for the Benefit of the said Lunatic and his Estate, that Application should be made to Parliament by the Petitioner *Ernlè Warriner*, as the Committee of the Estate of the said Lunatic, for Leave to bring in a Bill for the Purpose of altering or amending the said recited Act, and for enabling *Thomas Grimston Bucknall Estcourt* and *William Heald Ludlow Bruges*, or other the Trustees or Trustee for the Time being acting in the Execution of the said Act, to sell and dispose of (by and under the Direction of the Lord High Chancellor, or the Lord Keeper or the Lords Commissioners for the Custody of the Great Seal of *Great Britain*, for the Time being,) the Lands and Premises at *Hill* and *Shirley* in the Parish of *Milbrook* in the County of *Southampton*, thereby vested in them, and now remaining unsold, subject to perpetual Rent-charges or Fee-farm Rents, and afterwards, by and under such Direction as aforesaid, to sell and dispose of such Rent-charges or Fee-farm Rents, and also to enable them the said *Thomas Grimston Bucknall Estcourt* and *William Heald Ludlow Bruges*, or other the Trustees or Trustee for the Time being acting in the Execution of the said Act, by and under such Direction as aforesaid, to sell and dispose of the said Land and Premises at *Hill* and *Shirley* now remaining unsold, subject to any and what Conditions, Covenants, and Restrictions with regard to Buildings, Trades, or otherwise, and to impose the same or any and what Conditions, Covenants, and Restrictions on the Lands from Time to Time remaining unsold, and that the necessary Steps should be taken for obtaining such Bill to be passed into a Law: And whereas the said Master by his Report bearing Date the Twenty-third Day of *January* One thousand eight hundred and forty-one, in pursuance of the said Order bearing Date the Tenth Day of *December* One thousand eight hundred and forty, certified that he had been attended by the Solicitors for the said Petitioner and for *Thomas Grimston Bucknall Estcourt* and *William Heald Ludlow Bruges*, the Trustees, and a State of Facts and Submission had been laid before him on behalf of the said Petitioner, supported by the following Affidavits, sworn in the Matter of the said Lunacy; that is to say, an Affidavit of *John Hayward* of *Browfort House* in the County of *Wilts*, Land Surveyor, sworn on the Eighth Day of *January* One thousand eight hundred and forty-one; an Affidavit of *William Wroughton Salmon* of *Devizes* in the said County of *Wilts*, Gentleman, sworn on the Twelfth Day of *January* One thousand eight hundred and forty-one; an Affidavit of *George Doswell* of the Town and County of the Town of *Southampton*, Land Surveyor, sworn on the Fifteenth Day of *January* One thousand eight hundred and forty-one; and an Affidavit of *William Lewis* of *Raymond Buildings, Gray's Inn*, in the County of *Middlesex*, Gentleman, sworn on the Twenty-first Day of *January* One thousand eight hundred and forty-one; and by the

the Production of the several Orders and Reports made in the Matter of the said Lunacy, and therein-after mentioned, and also by the Production of the Probate of the Will and Codicil of *Gifford Warriner* Esquire, the Grandfather of the said Lunatic, and the several Acts of Parliament therein-after also mentioned; and he found that by an Inquisition taken in the Matter of the said Lunacy on the Twenty-second Day of *March* One thousand eight hundred and twenty-one the said *Gifford Warriner* was found to be a Lunatic, and that by an Order bearing Date the Thirty-first Day of *May* One thousand eight hundred and twenty-one the said *Ernlè Warriner* was appointed the Committee of the Person and Estate of the said Lunatic; and he found that *Gifford Warriner* Esquire, deceased, the Grandfather of the said Lunatic, by his last Will and Testament in Writing, bearing Date the Eighteenth Day of *November* One thousand seven hundred and seventy-four, gave and devised unto *Seymour Wroughton* and *Richard Long* Esquires all his Messuages, Lands, Tenements, and Hereditaments whatsoever, situate, lying, and being in *Conock* in the Parish of *Cherrington* otherwise *Chirton*, *Orcheston Saint Mary*, *Orcheston Saint George*, *South Fullway* in the Parish of *Allcannings*, *Eastcott* in the Parish of *Urchfont*, *Great Cheverell*, *Netherstreet* in the Parish of *Bromham*, *Steeple Ashton*, and also his Two Freehold Leasehold Estates in the several Parishes of *Cherrington* otherwise *Chirton* and *Great Cheverell*, and elsewhere in the County of *Wilts*, and also all other his Messuages, Lands, Tenements, and Hereditaments whatsoever, and wheresoever lying or being, whereof he was, or any other Person or Persons in Trust for him or for his Use was or were, seised of any Estate of Inheritance or Freehold of Inheritance, in Possession, Reversion, Remainder, or Expectancy, to hold unto the said *Seymour Wroughton* and *Richard Long*, their Heirs and Assigns for ever, to the Use of the Testator's Son *Gifford Warriner*, and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste; and from and after the Determination of that Estate to the Use of the said *Seymour Wroughton* and *Richard Long*, and their Heirs, for the natural Life of Testator's Son the said *Gifford Warriner*, in Trust to preserve contingent Remainders; and after his Decease to the Use and Behoof of the First Son of the Body of Testator's said Son *Gifford Warriner* in Tail Male; and in default of such Issue to the Use and Behoof of the Second, Third, Fourth, Fifth, Sixth, and of all and every other Son and Sons of the Body of Testator's said Son *Gifford Warriner* successively in Tail Male; and for Default of such Issue to the Use and Behoof of Testator's Son *Walter William Warriner* for Life, with Remainders over to his Issue in like Manner as to the Issue of Testator's Son *Gifford Warriner*; and in default of such Issue to the Use and Behoof of all and every the Daughter and Daughters of the Body of Testator's Son *Gifford Warriner*, as Tenants in Common in Tail; and for default of such Issue to the Use and Behoof of all and every the Daughter and Daughters of the Body of Testator's Son *Walter William Warriner*, as Tenants in Common in Tail; and for Default of such Issue to the Use of the Heirs of the Testator's own Body lawfully begotten; and for Default of such Issue to the Use of the Testator's own right Heirs for ever; and he found that the said Testator *Gifford Warriner*, by a Codicil to his said Will bearing
Date

Date the Sixth Day of *July* One thousand seven hundred and seventy-nine, gave and devised unto the said *Seymour Wroughton* and *Richard Long* all his Freehold Manor and Estate, Messuages and Lands, Tenements and Hereditaments whatsoever, called *Hill* and *Shirley* otherwise *Whithed's Wood*, in the Parish of *Milbrook* in the County of *Southampton*, which he had then lately purchased of *Robert Thistlethwayte* Esquire, to hold unto the said *Seymour Wroughton* and *Richard Long*, their Heirs and Assigns for ever, to, for, and upon the several Uses, Intents, and Purposes therein-after limited, declared, and written concerning the same, being the same Uses, Intents, and Purposes as in the Will of the said Testator are limited, declared, and written concerning his Freehold Messuages, Lands, Tenements, and Hereditaments thereby devised; and he found that the said *Walter William Warriner* departed this Life a Bachelor; in the Lifetime of his Father the said Testator, the said *Gifford Warriner*, and that the said Testator *Gifford Warriner* departed this Life in the Year One thousand seven hundred and eighty-seven, without altering or revoking his said Will, except so far as the same is altered or revoked by the said Codicil, leaving his Son *Gifford Warriner*, named in his Will, (Father of the said Lunatic and of the said *Ernlè Warriner*, his only Child him surviving, who thereupon took an Estate for Life under the said Testator's Will in his said Freehold Estates in the Counties of *Wilts* and *Southampton* thereby devised, with Remainders over to the Issue of his Body in Tail, with the ultimate Remainder to the Testator's own right Heirs; and he found that the said last-mentioned *Gifford Warriner* departed this Life on or about the Thirtieth Day of *January* One thousand eight hundred and twenty, leaving the said *Gifford Warriner* the Lunatic, his eldest Son, and the said *Ernlè Warriner* his younger Son, his only Children him surviving; and thereupon the said *Gifford Warriner* the Lunatic became entitled, under the said Will of the said *Gifford Warriner* his Grandfather, as Tenant in Tail in Possession, to the said Lands and Hereditaments situate in the said Counties of *Wilts* and *Southampton*, devised by the Will and Codicil of the said *Gifford Warriner* the Grandfather; and he found that the said Lunatic being a Bachelor, the said *Ernlè Warriner* was Tenant in Tail in Remainder of the said Estates and Premises expectant upon the Death of the said Lunatic without Issue, and was also Heir at Law and sole next of Kin of the said Lunatic; and he found that an Act of Parliament was passed in the Tenth Year of the Reign of His Majesty King *George* the Fourth, intituled *An Act for inclosing Lands within the Tithing of Hill and Shirley in the Parish of Milbrook in the County of Southampton*; and he found that by an Order made in the Matter of the said Lunacy, and bearing Date the Twentieth Day of *February* One thousand eight hundred and thirty, it was referred to his Predecessor, *James Trower* Esquire, deceased, to inquire and certify whether it would be fit and proper, and for the Benefit of the said Lunatic and his Estate, that an Application should be made to Parliament by the said *Ernlè Warriner*, as Committee of the Estate of the said Lunatic, for Leave to bring in a Bill for the Purpose of enabling the said *Ernlè Warriner* to sell and dispose of all or any and which Part and Parts of the said Estates to which the said Lunatic was entitled as Tenant in Tail under the Will

10 G. 4. c.16.

of the said *Gifford Warriner* the Grandfather, and for enabling the said *Ernlè Warriner* to lay out and invest the Purchase Money to arise from such Sale or Sales in the Purchase of other Lands and Estates, to be settled to the same Uses as were then subsisting under the said Will of the said *Gifford Warriner* the Grandfather, and to enable the said *Ernlè Warriner* to grant Leases of all or any Part of the said Lunatic's Estate, and the necessary Steps taken for obtaining such Bill to be passed into a Law; and the said Master found that his said Predecessor, by his Report bearing Date the Twenty-second Day of *March* One thousand eight hundred and thirty, certified, among other Things, that for the Reasons therein set forth he was of opinion that it would be fit and proper, and for the Benefit of the said Lunatic and his Estate, that an Application should be made to Parliament by the said *Ernlè Warriner*, as such Committee as aforesaid, for Leave to bring in a Bill for the Purpose of enabling the said *Ernlè Warriner*, or Trustees to be appointed for that Purpose, to sell and dispose of all the said Estates to which the said Lunatic was entitled as Tenant in Tail under the Will of the said *Gifford Warriner* the Grandfather, and for enabling the said *Ernlè Warriner* to lay out and invest the Purchase Money to arise from the Sale or Sales in the Purchase of other Lands and Estates, to be settled to the same Uses as were then subsisting under the said Will of the said Testator, and to enable the said *Ernlè Warriner* to grant Leases of all the said Lunatic's Estates, and that the necessary Steps should be taken for obtaining such Bill to be passed into a Law, provided that such Bill did contain a Clause or Clauses directing a Fund to be created out of which the clear annual Sum of Four hundred and twenty-seven Pounds Thirteen Shillings allowed, or such Sum as might be found necessary, for the Maintenance and Support of the said Lunatic, was to be paid, such Fund to be created by the Investment in the Three Pounds *per Centum* Consolidated Bank Annuities of the Purchase Money to arise from the said proposed Sale or Sales, or so much thereof as should be sufficient to produce the said clear annual Sum of Four hundred and twenty-seven Pounds Thirteen Shillings, or such other Sum as might be necessary as aforesaid, and provided such Bill did also contain a Clause or Clauses empowering the Lord High Chancellor of *Great Britain*, or the Lord Keeper or the Lords Commissioners for the Custody of the Great Seal, for the Time being, or other the Person or Persons for the Time being intrusted by the King's Sign Manual with the Care and Commitment of the Custody of the Persons and Estates of Persons found lunatic or of unsound Mind, to direct the whole of the said Purchase Monies, or the Residue thereof not wanted for the Purpose of creating a Fund to produce the said Maintenance, to be laid out in the Purchase of Navy, Victualling, or Exchequer Bills, until proper Purchases of Land should be found in which to invest the same, and also to direct the Sale of the said Three Pounds *per Centum* Consolidated Bank Annuities, Navy, Victualling, and Exchequer Bills, and invest the Produce thereof in the Purchase of Lands and Estates, to be settled to the same Uses as were then subsisting under the Will of the said Testator *Gifford Warriner* the Grandfather; and he found that by an Order made in the Matter of the said Lunacy, bearing Date the Twenty-third Day of *March* One thousand eight hundred and thirty, the said

[*Private.*]10*h*

Report

Report of the said Master was confirmed, and it was thereby ordered, that the said *Ernlè Warriner*, as the Committee of the said Lunatic's Estate, should be at liberty forthwith to apply to Parliament for Leave to bring in a Bill, and take all necessary Steps for obtaining such Bill to be passed into a Law, to empower him, or the Committee or Committees for the Time being of the Estate of the said Lunatic, or the Trustees to be appointed for that Purpose, to sell and dispose of all or any such Part or Parts of the Estates mentioned in the said Master's Report to which the said Lunatic was entitled as Tenant in Tail under the Will of *Gifford Warriner* his Grandfather, deceased, as the Lord High Chancellor or other Person or Persons as aforesaid should from Time to Time order and direct, and for enabling the said *Ernlè Warriner*, or such Committee or Committees or such Trustees as aforesaid, under the Direction of such Lord High Chancellor or other Person intrusted as aforesaid, to lay out and invest the Purchase Money to arise from such Sale or Sales in the Purchase of other Lands and Estates to be settled to such of the Uses as were then subsisting, or which for the Time being should be subsisting and capable of taking effect, under the said Will of the said Testator *Gifford Warriner*, of the said Estates mentioned in the said Report, in case the same had not been sold and disposed of, and for enabling the said *Ernlè Warriner*, or such Committee or Committees or Trustees as aforesaid, to grant such Leases of the said Lunatic's Estate, for farming, building, or for other Purposes of Improvement, as such Lord High Chancellor or other Person intrusted as aforesaid should order and direct; and that in such Act of Parliament there should be contained a Clause or Clauses directing a Fund to be created out of the first Monies arising from such Sales, subject to the Expences of obtaining the said Act and of the said Sales, out of which the clear annual Sum of Four hundred and twenty-seven Pounds Thirteen Shillings already allowed (or such other Sum as might be found necessary for the Maintenance and Support of the said Lunatic) was to be paid, such Fund to be created by Investment in the Three Pounds *per Centum* Consolidated Bank Annuities of the Purchase Money to arise from the said proposed Sale or Sales, or so much thereof as would be sufficient to produce the said clear annual Sum of Four hundred and twenty-seven Pounds Thirteen Shillings, or such other Sum as might be found necessary, for the said Lunatic's Maintenance as aforesaid; and that in the said intended Act of Parliament there should be also contained a Clause or Clauses empowering such Lord High Chancellor or other Person intrusted as aforesaid to direct the whole of the said Purchase Money, or the Residue thereof not required for the Purpose of creating a Fund to produce the said Sum of Four hundred and twenty-seven Pounds Thirteen Shillings, or such other Sum as might be found necessary and proper to be allowed for the Maintenance and Support of the said Lunatic as aforesaid, to be from Time to Time paid into the Bank of *England* in the Name of the Accountant General of the Court of Chancery, to be by him laid out in the Purchase of Three Pounds *per Centum* Consolidated Bank Annuities, or in Exchequer Bills to be deposited in the Bank of *England* in the Name of the said Accountant General, and such Purchase Monies to remain so invested (subject to the Orders and Directions of the said Lord High Chan-

cellor or other Person intrusted as aforesaid) until proper Purchases of Land should be found in which to invest the same in pursuance thereof; and that in the said intended Act of Parliament there be also contained a Clause or Clauses empowering such Lord Chancellor, or other Person intrusted as aforesaid, to direct the Sale of the said Three Pounds *per Centum* Consolidated Bank Annuities and Exchequer Bills, and the Investment of the Produce thereof (together with the Fund so to be created as aforesaid for the Maintenance of the said Lunatic), when other Funds should in the Judgment of such Lord Chancellor or other Person intrusted as aforesaid be applicable for such Maintenance, or the Necessity of keeping up such Fund should cease, in the Purchase of Land and Estates to be settled to the same Uses as were then subsisting or which for the Time being should or might be subsisting and capable of taking effect under the said Will of the said Testator *Gifford Warriner*, the Grandfather of the said Lunatic; and the said Master thereby found, that upon the Petition of the said *Ernlè Warriner*, presented in pursuance of the said last-mentioned Order, an Act of Parliament was made and passed in the First Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for vesting Estates of which Gifford Warriner Esquire, a Lunatic, is Tenant in Tail, in Trustees for Sale, and also for effecting a Partition of certain Parts thereof, and for granting Leases*, whereby it was (among other things) enacted, that all and singular the Manor, Rectory or Parsonage, Messuages, Lands, Tenements, Tithes, and other Hereditaments comprised in the Schedule to the said Act, (being the Freehold Estates of the said *Gifford Warriner* the Grandfather in the County of *Wilts* devised by his said Will, and also his Estate in the said County of *Southampton* devised by his said Codicil,) and all other the Freehold Messuages, Lands, Tenements, Tithes, and Hereditaments of which the said *Gifford Warriner* the Grandson is Tenant in Tail Male under or by virtue of the said Will and Codicil of the said *Gifford Warriner* the Grandfather, and the Rights, Members, and Appurtenances thereto belonging, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof, should from and immediately after the passing of that Act be and the same were thereby thenceforth vested in *Thomas Grimston Bucknall Estcourt* of *New Park* in the County of *Wilts*, Esquire, and *William Heald Ludlow* (now *William Heald Ludlow Bruges*) of *Seend* in the said County of *Wilts*, Esquire, their Heirs and Assigns for ever, freed and discharged of and from all the Uses, Estates, Trusts, Limitations, Remainders, Powers, and Provisions limited, created, expressed, declared, and contained of and concerning the same Manor, Rectory or Parsonage, Messuages, Lands, Tenements, Tithes, and other Hereditaments, or any of them, or any Part or Parts thereof, in and by the said Will and Codicil of the said *Gifford Warriner* the Grandfather, and of and from all Estate, Interest, Right, or Title of the said *Ernlè Warriner*, his Heirs or Assigns, in or to the same Manor, Rectory, Messuages, Lands, Tenements, and other Hereditaments, or any of them, or any Part or Parts thereof, upon Trust nevertheless that they the said *Thomas Grimston Bucknall Estcourt* and *William Heald Ludlow Bruges*, and the Survivor of them, and the Heirs and Assigns of such Survivor, by and under the Direction of the Lord High Chancellor,

11 G. 4. &
1 W. 4. c. 41.

or

or other Person or Persons intrusted as aforesaid, to be given by any Order or Orders to be made in the Matter of the said Lunacy, upon the Petition of the said *Ernlè Warriner*, or other the Committee or Committees for the Time being of the Estate of the said Lunatic, did and should, with all convenient Speed after the passing of that Act, absolutely sell and dispose of the said Manor, Rectory, Messuages, Lands, Tenements, Tithes, and other Hereditaments vested in them the said *Thomas Grimston Bucknall Estcourt* and *William Heald Ludlow Bruges* by that Act, or to be vested in the Trustee or Trustees for the Time being of that Act, under or by virtue of the said Act of the Tenth Year of the Reign of His late Majesty King *George the Fourth*, for the Inclosure of Lands in the Parish of *Milbrook* in the County of *Southampton*, with their Rights, Members, and Appurtenances, or any of them, or any Part or Parts thereof respectively, to any Person or Persons whomsoever, either by public Auction or private Contract, and either together or in Lots, and for the best Price or Prices that could be reasonably gotten for the same, with Liberty to buy in the said Hereditaments and Premises, and to re-sell the same, without being answerable for any Loss which might happen in consequence of the Diminution of the Price upon the Re-sale, and should convey the said Hereditaments and Premises to be so sold as aforesaid unto and to the Use of the Purchaser or Purchasers thereof, and his, her, or their Heirs and Assigns, or as he, she, or they should direct or appoint; and it was thereby further enacted, that it should be lawful for the Trustees or Trustee for the Time being acting in the Execution of that Act, by and under such Direction as aforesaid, to demise or lease all or any Part or Parts of the said Lands and Hereditaments situate in the said Tithing of *Hill* and *Shirley* in the said Parish of *Milbrook* in the said County of *Southampton*, thereby vested in the said Trustees, or to be vested in them under or by virtue of the said Act for the Inclosure of Lands in the said Parish of *Milbrook*, with their Appurtenances, unto any Person or Persons who should have built or should be willing and should covenant and agree to build thereon, or who had improved any such Lands, Tenements, or Hereditaments, or to rebuild, repair, or improve any Building or Buildings standing thereon, for any Term not exceeding Ninety-nine Years, at the best and most beneficial Rent or Rents that at the Time of granting such Lease could be reasonably had or gotten for the Land or Hereditaments therein to be comprised; and it was thereby further enacted, that the Monies which should arise from Sales made under the Provisions of that Act should be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed to his Account there “*Ex parte* the Purchasers of the Estate of *Gifford Warriner* Esquire, a Lunatic,” and that the Monies which should be so paid in as aforesaid should be laid out and invested, by or under such Direction as aforesaid, in the Purchase or Purchases of Freehold Estates of Inheritance in Fee Simple in Possession, to be situate in *England*, which Estates should be thereupon conveyed to the Uses and for the Estates to and for which, immediately before the passing of that Act, the Hereditaments and Premises vested in the said *Thomas Grimston Bucknall Estcourt* and *William Heald Ludlow Bruges*, by virtue thereof, stood limited under or by virtue of the said recited Will and Codicil of the said *Gifford Warriner* the Grandfather, or as
near

near thereto as the Deaths of Parties and other Circumstances would then admit of; and that in the meantime and until the said Monies should be so laid out the same should be invested as follows, (that is to say,) so much of the said Monies as when invested in the Purchase of Three Pounds *per Centum* Consolidated Bank Annuities should be sufficient to produce the clear annual Sum of Four hundred and twenty-seven Pounds Thirteen Shillings, allowed for the Maintenance of the said Lunatic, should be invested, in Trust in the Matter of *Gifford Warriner* Esquire, a Lunatic, in the Purchase of Three Pounds *per Centum* Consolidated Bank Annuities, and the Dividends arising from such Bank Annuities should be paid to the said *Ernlè Warriner*, to be by him applied in such Manner as the Lord High Chancellor or other the Person or Persons intrusted as aforesaid should from Time to Time direct, and that the Remainder of the said Monies should be laid out in the Purchase of Navy, Victualling, or Exchequer Bills; and he found that the Schedule to the said Act comprised amongst other Estates the Manor of *Hill* and *Shirley* otherwise *Whithed's Wood* in the said County of *Southampton*, with its Rights, Members, and Appurtenances, and divers other Lands and Premises situate at *Hill* and *Shirley* aforesaid, and an Allotment then about to be made to the said Lunatic under the *Hill* and *Shirley* Inclosure Act as Lord of the Manor of *Hill* and *Shirley*, and also Allotments under the same Act in respect of the Premises therein-before described; and he found that shortly after the passing of the said last-mentioned Act, and by virtue of an Act of Parliament, intituled *An Act for inclosing Lands within the Tithing of Hill and Shirley in the Parish of Milbrook in the County of Southampton*, certain Allotments of Land were awarded by the Commissioner appointed under the said last-mentioned Act to the said *Thomas Grimston Bucknall Estcourt* and *William Heald Ludlow Bruges*, in respect of the said Manor and Estate of *Hill* and *Shirley* so vested in them in Trust as aforesaid under or by virtue of the said first-mentioned Act; and the said Master found that the said *Thomas Grimston Bucknall Estcourt* and *William Heald Ludlow Bruges*, by and under the Direction of the Lord High Chancellor for the Time being, had from Time to Time sold and disposed of the whole of the Estates in the County of *Wilts* so vested in them as aforesaid, and had completed the Sales thereof, excepting as to the Estate at *Conock* in the Parish of *Chirton*, a Contract for the Sale whereof to *Stephen Mills* Esquire, at the Price or Sum of Four thousand eight hundred and thirty-one Pounds Five Shillings, was then being carried into effect; and the said Master found that the said *Thomas Grimston Bucknall Estcourt* and *William Heald Ludlow Bruges* had also, under the like Direction as aforesaid, sold and disposed of a considerable Portion of the Lands and Premises situate at *Hill* and *Shirley* in the Parish of *Milbrook* aforesaid, including therein the greater Part of the Allotments made to them under the said *Hill* and *Shirley* Inclosure Act, the Sales whereof had also been completed as aforesaid, excepting as to a Sale to *Clement Hoare* and *William Dunn* for the Sum of Five thousand nine hundred and eighty-five Pounds Nineteen Shillings and Three-pence, the Contract of which was then being carried into effect, as to a Sale to *Thomas Henry Skelton* for Three hundred Pounds, and as to certain Allotments sold

[Private.]

10 i

to

to *Nathaniel Newman Jefferys* and others, the Purchase Monies for which had not then been paid into the Bank; and the said Master found that the Purchase Monies arising from the said Estates the Sales whereof had already been completed had from Time to Time been paid into the Bank in the Name of the Accountant General of the Court of Chancery, to an Account entitled "*Ex parte* the Purchasers of Estates of *Gifford Warriner* Esquire, a Lunatic," and thereout had been purchased the Sum of Fourteen thousand two hundred and fifty-five Pounds Bank Three Pounds *per Centum* Annuities, which produced the annual Sum of Four hundred and twenty-seven Pounds Thirteen Shillings allowed for the Maintenance of the said Lunatic, and the Residue of the said Purchase Monies had been laid out in the Purchase of Exchequer Bills, and that the Sum of Twenty thousand Pounds Exchequer Bills, Fifteen Pounds Fourteen Shillings Cash, and the said Sum of Fourteen thousand two hundred and fifty-five Pounds Bank Three Pounds *per Centum* Annuities were then standing in the Name of the said Accountant General in Trust and to the Credit of the said Account; and the said Master found that the only Part of the Estates of the said Lunatic so vested in the said Trustees as aforesaid then remaining unsold was a Farm called *Whithed's Wood Farm*, situate at *Hill* and *Shirley* aforesaid, and contiguous to the Town of *Southampton*, and a few small Inclosures of Land a short Distance therefrom, Part of which was awarded to the said Trustees under the said Inclosure Act, adjoining to the Road leading from the *Winchester* Road to the Village of *Shirley*, the Particulars of which Premises then remaining unsold were set forth in the Schedule to the Report now in recital annexed; and the said Master found that the Property at *Hill* and *Shirley* aforesaid, already disposed of, was more distant from the said Town of *Southampton* than *Whithed's Wood Farm*, and a considerable Part of the Land so sold as aforesaid had then already been applied to Building Purposes, and a Church erected thereupon, and the said Farm called *Whithed's Wood Farm* had become valuable for Building Purposes, and its Value was greatly augmented by reason of the increasing Population of the said Town and of the adjacent Neighbourhood, and the said Town of *Southampton* was daily increasing in Importance by reason of a Railway lately completed from thence to *London*, and of certain extensive Docks which were then in course of Construction there, and from other Causes, and the same unsold Lands were thereby become very valuable, and if sold to advantage would produce on the Sale thereof a very considerable Sum of Money; and the said Master found that in the Neighbourhood of *Southampton* it was the Custom for Proprietors of Land near to the said Town to demise the same for Terms of Years, or sell the same in Fee, in small Lots of Land, for Building Purposes, subject to annual Rent-charges, instead of selling the same in consideration of fixed Sums in gross, to be paid at the Time of the Conveyance, and that such Mode of Sale had been found most advantageous, for that Persons desirous of laying out Money in Buildings were enabled to appropriate a greater Portion thereof towards the Completion of such Buildings than they would otherwise be enabled to do if required to pay a Sum of Money in gross for the Land, and by such an Arrangement

ment many Persons who might otherwise be debarred from buying were brought into the Market as Purchasers, and that when such Buildings were completed they formed an ample Security for the Rent-charges payable thereout, and that such Rent-charges were readily purchased as a safe and desirable Investment of Money; and the said Master found that a Portion of the Lands of the said Lunatic at *Hill* and *Shirley* which had been so sold as aforesaid had been re-sold by the Purchasers thereof for Building Purposes, subject to the Payment of Rent-charges, and that by subsequent Disposal thereof considerable Profit had been made by the Purchasers from the said Trustees, and that Profit to an equal or greater Extent would, if the said Trustees were enabled to sell the remaining Part of the Estate of the said Lunatic on like Terms, be received for the Benefit of the said Lunatic's Estate; and the said Master found that the principal Value of the remaining Estate of the said Lunatic at *Hill* and *Shirley* aforesaid arose from its being available for Buildings, and that the greater Part of it was well fitted for the Erection of Houses of a superior Character, and that the Erection of small Tenements in the immediate Neighbourhood, or the carrying on of any Trade or Business of an objectionable Nature there, would greatly depreciate the Value for Sale; and the said Master found that the said Power of Sale contained in the said recited Act of Parliament, and under which alone the said Trustees could then make a Title, was a Power to sell absolutely, and they could not therefore sell subject to any restrictive Conditions or Covenants, nor could the Lord High Chancellor for the Time being confer by his Lordship's Approbation of any Contracts entered into by the said Trustees, not within the Power contained in the said Act of Parliament, any Validity to such Contracts, and any such Sales not authorized by the said Act might afterwards be impeached by any Person or Persons beneficially entitled to the said Lands who should not concur therein, and neither the said Lunatic nor his Issue, nor the Issue of the said *Ernlè Warriner*, as he was advised, would be bound by such Sales, although the said *Ernlè Warriner* were to concur therein, and that in consequence thereof a great Number of small Tenements had been erected on Parts of the said Estate at *Hill* and *Shirley* which had been sold as aforesaid, some of which were of a very inferior Description, and in some Cases were occupied as Public Houses or Beer Shops, by reason whereof there was a greater Disposition to buy Land for building at some Distance therefrom, and unless the Trustees were enabled to impose Restrictions on the Purchasers of the Lands remaining unsold there was every Reason to fear that some One or more Lots might be purchased and appropriated in an objectionable Way, and that the Sale of the remaining Estate might be thereby greatly impeded, and that great Loss to the said Lunatic's Estate might be sustained in the Diminution of Value thereof; and the said Master found that it was usual and customary on the Sale of Property of the Description of which the remaining Portion of the said Lunatic's Estate consisted, to impose on the Purchasers restrictive Covenants to prevent the Erection of inferior Houses and Offices thereon, and the carrying on of any Trade likely to be injurious to the Sale of the remaining Parts, and that the Imposition of Covenants on Purchasers that they should
only

only build One House with suitable Offices on each Lot of the said Land, that such House should be of a certain fixed Value, in no Case to be less than Eight hundred Pounds, that in the building along any continuous Line a uniform Line of Frontage should be preserved, and that no Trade or Business of an offensive or objectionable Nature should be carried on there, and that no Bricks or Lime should be made or burnt on the Premises, and such other Covenants and Restrictions as were usual in similar Cases, would not be calculated to interfere with or in anyway injure the Sale of the said Property, but would greatly increase the Value thereof, and that no other Erections than of the Description already set forth would be beneficial to the said Lunatic's Estate, excepting on a small Portion of the Lands in an inferior Situation, where such Restrictions might be dispensed with, but the Exercise of a Discretion on the Part of the said Trustees, subject to the Sanction of the Lord High Chancellor, would probably be found an effective Mode of providing for such Case; and the said Master found that although there was a Power in the said Act of Parliament authorizing the said Trustees to demise all or any Part of the said Hereditaments on Building Leases for Terms not exceeding Ninety-nine Years, yet Purchasers could not be prevailed upon to invest any considerable Sums in building on such Leases; and the said Master thereby further found that if an Act of Parliament were obtained enabling the said Trustees to demise and to sell the said *Whithed's Wood Farm*, and the other Lands vested in them as aforesaid, and now remaining undisposed of, subject to the Payment of Rent-charges, and to sell the Reversion in Fee of the said Lands if demised, and also the said Rent-charges, and also to impose on Lessees and Purchasers of the said Hereditaments restrictive Covenants of such or the like Nature as were therein-before mentioned, the said Lunatic's Estate would be greatly benefited, as the said Trustees would be enabled to obtain for the said Farm and Lands a much greater Amount of Purchase Money than if the said Lands were sold and disposed of in conformity with the Powers already vested in them by the said first-mentioned Act; and that the granting of such Powers to the said Trustees would not in any way interfere with the Sale of the said Hereditaments, but would enable the said Trustees to make the most of the said Lunatic's Estate, for which Purpose it was highly desirable that they should be enabled to dispose thereof on such Terms and under such Restrictions as aforesaid; and upon Consideration of the said State of Facts and Submission and Evidence as aforesaid, and of what had been alleged before him in support thereof, the said Master was of opinion and did thereby find, that it would be fit and proper, and for the Benefit of the said Lunatic and his Estate, that Application should be made to Parliament by the said Petitioner the said *Ernlè Warriner*, as the Committee of the Estate of the said Lunatic, for Leave to bring in a Bill for the Purpose of altering or amending the said Act passed in the First Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for vesting Estates of which Gifford Warriner Esquire, a Lunatic, is Tenant in Tail, in Trustees for Sale, and also for effecting a Partition of certain Parts thereof, and for granting Leases*, and for enabling the said *Thomas Grimston Bucknall Estcourt* and

11 G. 4. &
1 W. 4. c. 41.

and *William Heald Ludlow Bruges*, or other the Trustee or Trustees for the Time being acting in the Execution of the said Act, to sell and dispose of (by and under the Direction of the Lord High Chancellor for the Time being) the Land and Premises at *Hill and Shirley* in the Parish of *Milbrook* in the County of *Southampton*, thereby vested in them, and then remaining unsold, (and which Land and Premises were mentioned and described in the Schedule to the Report now in recital annexed,) subject to perpetual Rent-charges or Fee-farm Rents, and afterwards, by and under such Direction as aforesaid, to sell and dispose of such Rent-charges or Fee-farm Rents, and also to enable them the said *Thomas Grimston Bucknall Estcourt* and *William Heald Ludlow Bruges*, or other the Trustee or Trustees for the Time being acting in the Execution of the said Act, (by and under such Direction as aforesaid,) to sell and dispose of the said Land and Premises at *Hill and Shirley* then remaining unsold, subject to such Conditions, Covenants, and Restrictions as the said Trustee or Trustees for the Time being acting in the Execution of the said Act (by and under such Direction as aforesaid) should think it expedient to impose for the Purpose of preventing the building of more than One House, or a given Number of Houses, with suitable Offices, on each Parcel or Lot of the Land to be sold, each such House not to be of less Value than a certain Sum to be fixed by the said Trustees (by and under such Direction as aforesaid), and of providing that in the building along any continuous Line a uniform Frontage should be preserved, and for the Purpose of preventing offensive or objectionable Trades or Businesses being carried on, and Bricks or Lime from being made or burnt on the said Land and Premises, or to all or any of such Conditions, Covenants, and Restrictions, and also subject to such other Conditions, Covenants, and Restrictions, if any, as might be reasonable and proper, and as by the said Trustees, acting under such Direction as aforesaid, should be considered to tend to the Improvement of the Lands remaining unsold, or of any Part or Parts thereof, and also on any such Sale, or on the Proposal for any such Sale, to agree to impose such Conditions, Covenants, and Restrictions on the Lands from Time to Time remaining unsold as the Nature of the Case might require; and the said Master was also of opinion and did find that such Bill should also enable the said Trustee or Trustees (by and under such Direction as aforesaid) to demise all or any Part of the said Land and Premises for the Time being unsold or undemised for long Terms of Years, not exceeding Nine hundred and ninety-nine Years, subject to the Payment of Ground Rents, and afterwards to sell such Ground Rents and the Reversion in Fee of the said Land and Premises so to be demised, and also to insert in any such Demises, or any Proposals for Demises, any such Conditions, Covenants, Restrictions, and Agreements as therein-before mentioned or referred to respecting the Lands sold or demised, or for the Time being unsold or undemised, and that the necessary Steps should be taken for obtaining such Bill to be passed into Law: And whereas by an Order of the Lord High Chancellor made in the Matter of the said Lunacy, bearing Date the Twenty-seventh Day of *January* One thousand eight hundred and forty-one, the said Report of the said Master bearing Date the Twenty-third Day of *January* One thousand eight hundred and forty-one was confirmed, and it was thereby ordered, that the

[*Private.*]10 *k*

Petitioner,

11 G. 4. &
1 W. 4. c. 41.

Petitioner, *Ernlè Warriner*, as the Committee of the Estate of the said Lunatic, should be at liberty forthwith to apply to Parliament for Leave to bring in a Bill, and take all requisite and necessary Steps for obtaining such Bill to be passed into a Law, for the Purpose of altering or amending the said Act passed in the First Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for vesting Estates of which Gifford Warriner Esquire, a Lunatic, is Tenant in Tail, in Trustees for Sale, and also for effecting a Partition of certain Parts thereof, and for granting Leases*, and for the Purpose of enabling the said *Thomas Grimston Bucknall Estcourt* and *William Heald Ludlow Bruges*, or other the Trustee or Trustees for the Time being acting in the Execution of the said Act, to sell and dispose of (by or under the Direction of the Lord High Chancellor, or the Lord Keeper or the Lords Commissioners for the Custody of the Great Seal of *Great Britain*, for the Time being, or other the Person or Persons for the Time being intrusted by the Queen's Sign Manual with the Care and Commitment of the Persons and Estates of Persons found lunatic or of unsound Mind,) the Land and Premises at *Hill* and *Shirley* in the Parish of *Milbrook* in the County of *Southampton*, thereby vested in them the said *Thomas Grimston Bucknall Estcourt* and *William Heald Ludlow Bruges*, and then remaining unsold, subject to perpetual Rent-charges or Fee-farm Rents, and afterwards, by and under such Direction as aforesaid, to sell and dispose of such Rent-charges or Fee-farm Rents, and also to enable them the said *Thomas Grimston Bucknall Estcourt* and *William Heald Ludlow Bruges*, or other the Trustee or Trustees for the Time being acting in the Execution of the said Act, (by and under such Direction as aforesaid,) to sell and dispose of the said Land and Premises at *Hill* and *Shirley* then remaining unsold, subject to such Conditions, Covenants, and Restrictions as the said Trustee or Trustees for the Time being acting in the Execution of the said Act (by and under such Direction as aforesaid) should think it expedient to impose for the Purpose of preventing the building of more than One House, or a given Number of Houses, with suitable Offices, on each Parcel or Lot of the Land to be sold, each such House not to be of less Value than a certain Sum to be fixed by the said Trustees (by and under such Direction as aforesaid), and of providing that in the building along any continuous Line a uniform Frontage should be preserved, and for the Purpose of preventing offensive or objectionable Trades or Businesses being carried on, and Bricks or Lime from being made or burnt on the said Land and Premises, or to all or any of such Conditions, Covenants, and Restrictions, and also subject to such other Conditions, Covenants, and Restrictions, if any, as might be reasonable and proper, and as by the said Trustees or Trustee for the Time being (acting under such Direction as aforesaid) should be considered to tend to the Improvement of the Lands remaining unsold, or of any Part or Parts thereof, and also to enable the said Trustees or Trustee for the Time being (acting under such Direction as aforesaid) on any such Sale, or on the Proposal for any such Sale, to agree to impose such Conditions, Covenants, and Restrictions on the Lands from Time to Time remaining unsold as the Nature of the Case might require, and also to enable the said Trustee or Trustees (by and under such Direction as aforesaid) to
demise

demise all or any Part of the said Lands and Premises for the Time being unsold or undemised for long Terms of Years, not exceeding Nine hundred and ninety-nine Years, subject to the Payment of Ground Rents, and afterwards to sell such Ground Rents, and the Reversion in Fee of the said Land and Premises so to be demised, and also to insert in any such Demises, or on any Proposals for Demises, any such Conditions, Covenants, Restrictions, and Agreements as therein-before mentioned or referred to respecting the Land sold or demised, or for the Time being unsold or undemised: Therefore Your Majesty's most dutiful and loyal Subject, the said *Ernlè Warriner*, as Committee of the Estate of the said *Gifford Warriner* the Lunatic, and on his own Behalf, 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, That after the passing of this Act it shall be lawful for the said *Thomas Grimston Bucknull Estcourt* and *William Heald Ludlow Bruges*, or their Assigns, or the Survivor of them, or the Heirs or Assigns of such Survivor, or other the Trustees or Trustee for the Time being of the said recited Act, by and under the Direction of the Lord High Chancellor of *Great Britain*, or the Lord Keeper or Lords Commissioners for the Custody of the Great Seal of *Great Britain*, or other the Person or Persons for the Time being intrusted by the Queen's Sign Manual with the Care and Commitment of the Custody of the Persons and Estates of Persons found lunatic or of unsound Mind, to be given by any Order or Orders to be made in the Matter of the Lunacy of the said *Gifford Warriner* the Grandson, upon the Petition of the said *Ernlè Warriner* or other the Committee or Committees for the Time being of the Estate of the said *Gifford Warriner* the Grandson, under the present or any future Commission of Lunacy against the said *Gifford Warriner* the Grandson, and the said Trustees or Trustee for the Time being are hereby authorized and empowered from Time to Time to grant and convey in Fee Simple, or to demise or lease for any Term or Number of Years not exceeding Nine hundred and ninety-nine Years in Possession, or to commence from a Period not exceeding Two Years from the Date thereof, all or any Part or Parts of the Lands and Hereditaments mentioned in the Schedule to this Act, and all or any Part or Parts of the other Lands and Hereditaments (if any) of the said *Gifford Warriner* the Lunatic, situate at *Hill* and *Shirley* in the County of *Southampton* aforesaid, to any Person or Persons who shall be willing substantially to complete and finish or improve or repair any House or Houses, Building or Buildings, standing or being on any Part of the said Lands and Hereditaments, or to erect and build any other Houses or Buildings in lieu thereof or in addition thereof, or who after the passing of this Act shall have built or be willing to erect and build any House or Houses or other Building or Buildings on any Part of the said Lands and Hereditaments whereon no Building shall be then standing, or who shall be willing to annex any Part or Parts of the said Lands and Hereditaments for Gardens, Yards, or other Conveniences to Buildings erected and built, or to be from Time to Time erected and built, on any Part or Parts of the said Lands and Hereditaments hereby authorized

Power for the Trustees, by and under Direction of the Lord Chancellor, or other Person having Custody of Lunatics, to grant in Fee or for Terms of Years, all or any of the Lands, &c. mentioned in the Schedules.

authorized to be conveyed or leased, or on any adjoining Lands and Hereditaments, or shall otherwise have substantially improved or be willing to improve the said Lands and Hereditaments, or any Part or Parts thereof, or unto such Person or Persons as he, she, or they shall nominate or appoint, with or without all or any of the following Powers and Liberties for the Alienee or Alienees of any Lands and Hereditaments to be conveyed to him, her, or them in Fee by virtue of this present Power, and the Heirs and Assigns of such Alienee or Alienees, and for the Lessee or Lessees of any Lands and Hereditaments to be leased to him, her, or them by virtue of this present Power, and the Executors, Administrators, and Assigns of such Lessee or Lessees; (that is to say,) Power and Liberty to take down all or any Part or Parts of the Buildings standing on any Part of the Lands and Hereditaments to be comprised in any such Conveyance or Conveyances, or Lease or Leases, and to apply or dispose of the Materials thereof to such Uses and Purposes and in such Manner as shall be agreed on; and to set out and appropriate any Part or Parts of the Lands and Hereditaments to be comprised in any such Conveyance or Conveyances, or Lease or Leases, as and for the Sites of any Markets, Squares, Crescents, or other open Spaces, Streets, Roads, Ways, Avenues, Passages, Sewers, Drains, Yards, Gardens, Pleasure Grounds, or otherwise, for the Use and Convenience of the respective Alienees or Lessees of the said Lands and Hereditaments respectively, or of their respective Heirs, Executors, Administrators, and Assigns, and of the Tenants or Occupiers of the same Lands and Hereditaments, or for the general Improvement of the same Lands and Hereditaments; and also to make, lay, or use, in or under any Part of the Land and Hereditaments which may be so set out and appropriated for Markets, Squares, Crescents, or other open Spaces, Streets, Roads, Ways, Avenues, Passages, or otherwise, as aforesaid, or any other Part of the said Lands and Hereditaments which shall not have been conveyed or leased, or so far as any Reservation in any Conveyance or Lease which shall have been previously made of any Part of the said Lands and Hereditaments will authorize, any Part of the said Lands and Hereditaments which shall have been conveyed or leased under this present Power, any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, or other Conveniences to any present or future Houses or Buildings; and also to dig, in and out of the Lands and Hereditaments to be comprised in his, her, or their Conveyance or respective Conveyances, or Lease or respective Leases, any such Building Stone, Earth, Clay, Sand, Loam, Gravel, or other Soil as it shall be found necessary or convenient to remove for effecting any of the Purposes aforesaid; and to take and carry away from off the Premises all the Stone and other Articles which may be so dug, except such of the said Stone and other Articles which may be required to be used in such new Buildings, Works, Repairs, or Improvements as aforesaid, and to use in such new Buildings, Works, Repairs, or Improvements the Stone and other Articles so excepted; and either reserving or not reserving 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, over, or under the Lands and Hereditaments conveyed or leased; and with or without any other Liberties, Privileges

Privileges, or Reservations which shall be reasonable or are usual in Conveyances or Leases of a similar Description; and either with or without Covenants to be entered into by or on the Part of the Alienee or Alienees; or Lessee or Lessees, to contribute towards the Expences of making, ornamenting, and embellishing, and keeping in repair, any Squares or other open Spaces, Roads, Ways, Avenues, Passages, Sewers, Drains, Pipes, Conduits, Easements, or Conveniences, in, upon, through, under, or over the Lands and Hereditaments conveyed or leased, or any Part or Parts thereof, or any other Part or Parts of the said Lands and Hereditaments hereby authorized to be conveyed or leased; and also in any Lease to be granted under this present Power with or without a Covenant on the Part of the Persons or Person for the Time being exercising the said Power by granting such Lease, that they or he, or their or his Heirs or Assigns, will, at and within such Time as shall be expressed in the Lease, sell and convey to the Lessee or Lessees, his, her, or their Heirs, Executors, Administrators, or Assigns, the Reversion and Inheritance in Fee Simple of the Lands and Hereditaments in such Lease to be comprised, and either at a Sum to be therein named, or on such Terms as shall be therein comprised; and also with or without Covenants and Stipulations in any Conveyance or Lease to be made or granted under this present Power to prevent the Erection of more than One House, or a given Number of Houses, with suitable Offices, on any given Quantity of Land to be comprised in such Conveyance or Lease, and of causing each such House to be at least of a certain Value, to be fixed, by and under such Direction as aforesaid, by the Persons or Person for the Time being making or granting such Conveyance or Lease under this Power, and to provide for the Preservation of a uniform Frontage along any continuous Line of Building, and to prevent offensive or objectionable Trades or Businesses being carried on, and Bricks or Lime being made or burnt on any Part of the Lands and Hereditaments to be comprised in such Conveyance or Lease; and either with or without Covenants to be entered into by or on the Parts of the Persons or Person for the Time being exercising this present Power, as to the Mode in which any other Part or Parts of the Lands and Hereditaments hereby authorized to be conveyed or leased shall be built upon, laid out, used, or improved; so as in every such Conveyance or Lease there be granted, limited, or reserved (except in the Cases in which according to the Provisions herein-after contained no Rent shall be reserved, or only a Peppercorn Rent shall be reserved,) the best and most beneficial yearly Rent or Rents which can at the Time of making or granting any such Conveyance or Lease, considering the Nature and Circumstances of the Case, be obtained or reasonably had or gotten for the same, and such Rent or Rents as shall be payable for or in respect of the Lands and Hereditaments to be comprised in every such Conveyance in Fee as aforesaid, or any Part or Parts thereof, shall be granted in Fee Farm, or limited by Way of Use, to the Persons or Person for the Time being making the Conveyance, their or his Heirs and Assigns, out of the Lands and Hereditaments for or in respect of which the same shall be payable; and so as the Rent or Rents to be granted or limited or reserved in any such Conveyance or Lease be made payable half-yearly or oftener; and so that every such Conveyance or Lease be made without

[Private.]

10 /

taking

taking any Fine, Premium, or Foregift, or any thing in the Nature thereof, for or in respect of making or granting the same; and so as in every such Conveyance there be contained Powers of Distress and Entry, and of Perception of Rents and Profits, for recovering and enforcing the Payment of the Rent or Rents to be thereby granted or limited; and so as in every such Conveyance or Lease, made for the Purpose of having Houses, Buildings, or Works erected or constructed, there shall be contained a Covenant on the Part of the Alienee or Alienees, or Lessee or Lessees, to build, construct, and finish the Houses, Buildings, and Works which may be agreed to be built or constructed on the Premises, and within a Time to be specified for that Purpose, and to keep in repair during the Continuance of the Estate or Term to be thereby conveyed or granted such Houses, Buildings, and Works; and so as in every such Conveyance or Lease made for the Purpose of having Houses, Buildings, or Works improved, repaired, or rebuilt, there shall be contained a Covenant on the Part of the Alienee or Alienees, or Lessee or Lessees, to improve, repair, or rebuild the same within a Time to be specified for that Purpose, and to keep in repair the Houses, Buildings, or Works agreed to be improved, repaired, or rebuilt; and so as in every such Conveyance or Lease made for the Purpose of any other Improvement or Improvements there shall be contained a Covenant on the Part of the Alienee or Alienees, or Lessee or Lessees, to make such Improvement or Improvements within a Time to be specified for that Purpose; and so as in every such Conveyance or Lease to be made for any of the Purposes aforesaid there be contained on the Part of the Alienee or Alienees, or Lessee or Lessees, a Covenant for the due Payment of the Rent or Rents to be thereby respectively granted, limited, or reserved, (unless the same shall be a Peppercorn,) and of all Taxes, Charges, Rates, Assessments, Dues, and Impositions whatsoever affecting the Premises to be respectively comprised in such Conveyance or Lease, and also a Covenant for keeping the Houses, Erections, and Buildings erected and built, or to be erected and built, or improved or repaired, on the Premises to be therein comprised, insured from Loss or Damage by Fire to the Amount of Two Thirds at the least of the Value thereof in some or one of the Offices for Insurance in *London* or *Westminster*, and to lay out the Money to be received by virtue of such Insurance, and all such other Sums of Money as shall be necessary, in substantially rebuilding, repairing, and reinstating such Houses, Erections, or Buildings as shall be destroyed or damaged by Fire, and also a Covenant in every such Lease to surrender the Possession of and leave in good Repair the Houses, Erections, Buildings, and Works to be erected and built or improved, repaired or constructed, on the Premises therein comprised, on the Expiration or other sooner Determination of the Estate or Term to be thereby granted; and so as in every such Conveyance there be contained a Power for the Persons or Person who shall for the Time being be entitled at Law to the Receipt of the Rent or Rents thereby to be granted or limited, or his or their Surveyors or Agents, once at least in each Year, to enter into and upon the Lands and Hereditaments therein to be comprised, and inspect the Condition thereof; and so as in every such Lease there be contained a Power for the Persons or Person who shall for the Time being

being be entitled to the Reversion expectant therein, or his, her, or their Surveyors and Agents, once at least in each Year, to enter into and upon the Lands and Hereditaments therein to be comprised, and inspect the Condition thereof; and so as there shall be contained in every such Conveyance or Lease a Proviso or Condition that if the Rent or Rents to be thereby reserved or limited (unless the same shall be a Peppercorn), or any Part thereof, shall at any Time be in arrear for a Period to be therein specified, not exceeding One Year, and not paid within a further Period to be therein specified, not exceeding One Year after the same shall be demanded, by a Notice in Writing to be delivered, as the Case may be, to the Alienee or Alienees in such Conveyance, his, her, or their Heirs or Assigns, or to the Lessee or Lessees in such Lease, his, her, or their Executors, Administrators, or Assigns, or to be affixed on some conspicuous Part of the Premises comprised in such Conveyance or Lease, or left with the Tenant or One of the Tenants of the Premises to be comprised in the same Conveyance or Lease, or if the Houses or Buildings erected or to be erected on the Lands and Hereditaments comprised in any such Conveyance or Lease shall be suffered to be dilapidated or out of Repair, and the same shall not be repaired within a Period to be therein specified after Notice in Writing for that Purpose to be delivered, affixed, or left as aforesaid, or if any of the Houses or Buildings erected or to be erected on the Lands and Grounds comprised in any such Conveyance or Lease shall be destroyed by Fire or other Accident, and shall not be rebuilt within a Period to be in such Conveyance or Lease specified, not exceeding Three Years next after such Fire or Accident shall happen, or in case it shall be thought desirable, and shall be so provided in such Conveyance or Lease, on the Non-performance of any of the Covenants, Provisoes, and Conditions to be contained in such Conveyance or Lease, on the Part of the Alienee or Alienees, or Lessee or Lessees, his, her, or their Heirs, Executors, Administrators, or Assigns, to be observed or performed, or of any One or more, to be in that Behalf agreed upon and specified in such Conveyance or Lease, of such Covenants, Provisoes, and Conditions, then and in any of the said Cases it shall be lawful for the Persons or Person for the Time being entitled at Law to the Receipt of the Rent or Rents granted or limited by such Conveyance, or for the Persons or Person who shall for the Time being be entitled to the Reversion expectant on such Lease, (as the Case may be,) to enter into and upon the Lands and Hereditaments comprised in such Conveyance or Lease, or such Part thereof as may be agreed upon in such Conveyance or Lease, and hold and enjoy the Lands and Hereditaments, or Part so entered upon, discharged from such Conveyance or Lease; and either with or without a Proviso, as to the Persons or Person making or granting such Conveyance or Lease, by and under such Direction as aforesaid, shall seem fit, that no Breach of any of the Covenants, Provisoes, and Conditions to be therein contained, except the Covenant for Payment of the Rent, and such other Covenants, Provisoes, or Conditions, if any, as may be agreed upon between the Parties to be so excepted, shall occasion any Forfeiture of such Conveyance or Lease, either wholly or in part, or of the Estate or Term thereby conveyed or granted, or give any Right of Entry, unless or until Judgment shall have been obtained in an Action for such Breach,

Breach, nor unless the Damages and Costs to be recovered in such Action shall have remained unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action; and every Conveyance or Lease to be made under this present Power may also contain any other Covenants, Agreements, Powers, Conditions, or Restrictions which shall appear reasonable or proper to the Persons or Person making or granting the same respectively, by and under such Direction as aforesaid; and so as that the respective Alienees or Lessees execute Counterparts of their respective Conveyances or Leases: Provided always, that the first Payment of any Rent which may be granted, limited, or reserved in any Conveyance or Lease of any Part of the Lands and Hereditaments authorized to be conveyed or leased under this present Power may be made to commence and become payable on any Day not exceeding Two Years and a Half from the Date of such Conveyance or 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 Conveyance or Lease, regard being had to the Progress of the Houses, Buildings, or Works agreed to be built, erected, or repaired, or of the Improvements agreed to be made.

For giving
Effect to the
Proviso for
Entry.

II. And be it further enacted, That any Proviso or Condition for Entry to be inserted in any Conveyance in Fee to be made under the Powers of this Act shall be good and valid; and that when and if, under any such Proviso or Condition, Entry shall be made on the Lands and Hereditaments comprised in such Conveyance to which such Entry shall be applicable, by the Person or Persons entitled at Law to the Receipt of the Rent or Rents issuing and payable out of the same Lands and Hereditaments, then, after such Entry, the Lands and Hereditaments entered upon, and the Houses, Buildings, or Works erected or made thereon, shall remain and be to such and the same Uses, and for such and the same Estates, and with and under and subject to such and the same Trusts, Limitations, Powers, Authorities, Charges, and Incumbrances, as the same Rent or Rents was or were subject or liable to at the Time of such Entry.

Land may be
appropriated
for Markets,
Squares,
Streets, &c.
by Convey-
ances, Leases,
or Deeds in-
rolled.

III. Provided always, and be it further enacted, That it shall be lawful for the Persons or Person by this Act authorized to make Conveyances and grant Leases as aforesaid to lay out and appropriate any Part or Parts of the Lands and Hereditaments by this Act authorized to be conveyed or leased as and for Markets, Crescents, or other open Spaces, Ways, Roads, Streets, Squares, Avenues, Passages, Drains, Sewers, Pipes, Conduits, or other Easements or Conveniences, or otherwise for the general Improvement of the Estate and the Accommodation of the Alienees and Lessees thereof, in such Manner as shall be mentioned and agreed upon in any Conveyance or Lease to be made or granted under the Powers of this Act, or in any general Deed to be executed for that Purpose, such general Deed, if any, to be sealed and delivered by the Persons or Person for the Time being authorized by this Act to make Conveyances and Leases as aforesaid, and to be made with, by, and under the
Direction

Direction of the Lord High Chancellor, or Lord Keeper or Lords Commissioners, or other the Person or Persons for the Time being intrusted by the Queen's Sign Manual as aforesaid, and to be enrolled in One of Her Majesty's Courts of Record at *Westminster* within Six Calendar Months from the Date of any such general Deed, and also by such Conveyances or Leases, or general Deed or general Deeds respectively, to give and grant such Liberties, Privileges, Easements, and Conveniences as such Persons or Person shall deem reasonable or convenient.

IV. And be it further enacted, That all Covenants which shall be entered into by any Alienee or Alienees of any Lands and Hereditaments which may be conveyed to him, her, or them in Fee, under the Powers of this Act, and which may relate or apply to the said Lands and Hereditaments so conveyed, or any Part or Parts thereof, either as to the Payment of any Rent or Rents to be granted or limited by such Conveyance, or to the Payment of Taxes, Charges, Rates, Assessments, Dues, or Impositions, or to building, rebuilding, repairing, keeping in repair, improving or insuring, or as to contributing towards the Expences of making, ornamenting, embellishing, and keeping in repair any Markets, Squares, Crescents, or other open Spaces, Roads, Ways, Streets, Avenues, Passages, Sewers, Drains, Pipes, Conduits, Easements, or Conveniences in, upon, through, or under or over the said Lands and Hereditaments, or any Part or Parts thereof, or any other Part or Parts of the said Lands and Hereditaments by this Act authorized to be conveyed or leased, or as to any other Matter or Thing whatsoever shall be deemed to run and shall run with the Lands and Hereditaments to which such Covenant shall be applicable, and shall bind the Alienee or Alienees thereof, his, her, and their Heirs and Assigns.

Alienees
Covenants to
run with the
Lands to
which appli-
cable.

V. And be it further enacted, That in case the Persons or Person for the Time being authorized to make Conveyances and grant Leases under this Act shall at any Time or Times hereafter enter into any Covenant or Covenants with the Alienee or Alienees, or Lessee or Lessees of any Part or Parts of the said Lands and Hereditaments by this Act authorized to be conveyed or leased, as to the Mode in which any other Part or Parts of the said Lands and Hereditaments shall be built upon, laid out, used, or improved, such Covenant or Covenants shall be deemed to run and shall run with such other Part or Parts of the said Lands and Hereditaments, and shall be held binding in Law upon all Persons whomsoever at any Time thereafter having or claiming such other Part or Parts of the said Lands and Hereditaments in respect of the Estate or Estates of such Person or Persons so having or claiming, and whilst he, she, or they shall have or claim such Estate or Estates respectively, but no further or otherwise; and such Person or Persons shall be liable to the Covenantor or Covenantors, his or their Heirs, Executors, Administrators, and Assigns respectively, upon such Covenant or Covenants, in the same Manner and to the same Extent as such Person or Persons would have been liable to in case he or they had originally entered into such Covenant or Covenants instead of the original Covenantors or Covenantor, but only for any Breach or Breaches of

Covenants of
Persons
making Con-
veyances or
granting
Leases to
run with the
Land.

[*Private.*]

10 m

Covenant

Covenant during the Continuance of his or their Estate or Estates, and such original Covenantors or Covenantor shall only be liable upon such Covenant or Covenants for any Act, Matter, or Thing done, committed, or suffered by them or him.

Alienees
Covenants to
run with the
Rents.

VI. And be it further enacted, That all Covenants which shall be entered into by any Alienee or Alienees of any Lands and Hereditaments which may be conveyed to him, her, or them in Fee, under the Powers of this Act, and which may relate or apply to the said Lands and Hereditaments so conveyed, or any Part or Parts thereof, either as to the Payment of any Rent or Rents to be granted or limited by such Conveyance, or to the Payment of Taxes, Charges, Rates, Assessments, Dues, or Impositions, or to building, rebuilding, repairing, keeping in repair, improving, or insuring, or as to contributing towards the Expences of making, ornamenting, embellishing, and keeping in repair, any Markets, Squares, Crescents, or other open Spaces, Streets, Roads, Ways, Avenues, Passages, Sewers, Drains, Pipes, Conduits, Easements, or other Conveniences, in, upon, through, under, or over the said Lands and Hereditaments, or any Part or Parts thereof, or any other Part or Parts of the said Lands and Hereditaments by this Act authorized to be conveyed or leased, or as to any other Matter or Thing whatsoever, shall be deemed to run and shall run with the Rent or Rents issuing out of the Lands and Hereditaments to which such Covenants shall be applicable, so as that the Person or Persons for the Time being entitled at Law to the Receipt of such Rent or Rents shall have the full Benefit of such Covenants, and be able to maintain an Action or Actions of Covenant thereon.

Power to
make Con-
tracts for
Conveyances
and Leases.

VII. And be it further enacted, That it shall be lawful for the Person or Persons by this Act authorized to make Conveyances and grant Leases, by and under the Direction of the Lord High Chancellor, or Lord Keeper or Lords Commissions, or other Person or Persons for the Time being intrusted by the Queen's Sign Manual as aforesaid, to enter into any Contract or Contracts in Writing for making or granting any Conveyance or Conveyances in Fee, or Lease or Leases for Years, of all or any Part or Parts of the Lands and Hereditaments hereby authorized to be conveyed or leased, with the Buildings, if any, which shall be standing thereon, pursuant to the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable; and to agree, when and as any Lands and Hereditaments or Buildings so agreed to be conveyed or leased, or any Part or Parts thereof, shall be built on or rebuilt or repaired, laid out, formed, or improved, in the Manner and to the Extent to be stipulated in any such Contract or Contracts, to convey or to lease the Lands and Hereditaments mentioned in such Contract or Contracts, or any Part or Parts thereof, and the Buildings thereon, to the Person or Persons contracting to take the same as aforesaid, and his, her, or their Heirs and Assigns, or his or their Executors, Administrators, and Assigns, (as the Case may require,) or to such other Person or Persons (to be approved of by the Persons or Person for the Time being authorized by this Act to make Conveyances or Leases) as he or they shall nominate and appoint in that Behalf, either in Fee or for the Remainder of the Term or Terms to be

be specified in such Contract or Contracts (as the Case may be), and in such Parcels, and under such Portions of the yearly Rent or Rents to be specified in such Contract or Contracts, as shall be thought proper, but so nevertheless that if the yearly Rent or Rents to be granted or limited in any such Conveyance, or to be reserved in any such Lease, shall bear a greater Proportion to all the Rent in the Contract agreed to be granted or limited or reserved than the Value of the Lands and Hereditaments to be comprised in such Conveyance or Lease, with the Buildings thereon, shall bear to the Value of all the Lands and Hereditaments comprised in the Contract, with the Buildings thereon, then and in such Case the same Rent or Rents shall not exceed One Sixth Part of the clear yearly Rack Rent Value of the Lands and Hereditaments to be comprised in such Conveyance or Lease, and of the Buildings thereon when fit for Habitation and Use; and if the Persons or Person entering into such Contract or Contracts as aforesaid shall think the same expedient, to agree that the full Rent specified in such Contract or Contracts shall or may be granted or limited in the Conveyance or Conveyances, or reserved in the Lease or Leases to be made or granted of a given Quantity, to be specified in such Contract or Contracts, of the Lands and Hereditaments thereby agreed to be conveyed or leased, and that the Residue thereof (if any) shall, if conveyed in Fee, be conveyed without being subject to any Rent whatever, and if leased for Years be leased at the yearly Rent of a Peppercorn, either before or after the full Rent specified in such Contract or Contracts shall have been granted, limited, or reserved in any Conveyance or Conveyances, or Lease or Leases to be made or granted, and at such Time or respective Times, and in such Manner, as may be thought proper, or to agree that the full Rent specified in such Contract or Contracts may be appropriated to a Part or apportioned between Parts of the Lands and Hereditaments thereby agreed to be conveyed or leased, either by a Surveyor or Surveyors, or Referee or Referees, or otherwise; and in Cases where no given Quantity for such Purpose as aforesaid shall be specified in such Contract or Contracts, to agree that when the full Rent agreed to be granted, limited, or reserved shall have been granted, limited, or reserved in the Conveyance or Conveyances, Lease or Leases, made or granted of a competent Part or competent Parts of the Lands and Hereditaments thereby agreed to be conveyed or leased, to be determined on by a Surveyor or Surveyors, or Referee or Referees, or otherwise, the Residue thereof (if any) shall, if conveyed in Fee, be conveyed by One or more Conveyance or Conveyances, without being subject to any Rent whatsoever, and if leased for Years shall be leased by One or more Lease or Leases at the yearly Rent of a Peppercorn; and in case of Conveyances to be made without being subject to any Rent, or of Leases to be granted at the yearly Rent of a Peppercorn, to agree to make or grant the same, either before or after the Lands and Hereditaments to be therein comprised shall have been built upon, laid out, or improved; and to agree that the yearly Rent or Rents agreed to be granted, limited, or reserved in or by such Contract or Contracts may be made to commence from such Period or Periods, not exceeding Two Years and a Half from the Date of such Contract or Contracts, and may

may be made to increase periodically, beginning with such Portion of the full Rent or Rents thereby agreed to be paid as shall be thought advisable, and increasing up to the full Rent or Rents, as shall be found convenient or be thought proper, and as in such Contract or Contracts respectively shall be expressed, regard being had to the Value of the Lands and Hereditaments from Time to Time agreed to be conveyed or leased, and the Progress of the Buildings or Works stipulated to be erected or made thereon; and to agree that when, and as any Conveyance or Conveyances shall be made, or any Lease or Leases shall be granted, of any Part or Parts of the Lands and Hereditaments so contracted to be conveyed or leased, the Lands and Hereditaments so for the Time being conveyed or leased shall be discharged from such Contract or Contracts, and the Person or Persons with whom such Contract or Contracts shall be entered into shall remain liable, in respect of such Part or Parts of the Lands and Hereditaments comprised in such Contract or Contracts which shall not for the Time being be conveyed or leased, to the Payment of such Portion or Portions of the Rent or Rents by such Contract or Contracts agreed to be reserved or limited as may be thought proper, and shall in such Contract or Contracts be provided for; and also to agree that the Person or Persons with whom such Contract or Contracts may be entered into may have, exercise, and enjoy all or any of the Liberties which are authorized to be granted to Purchasers and Lessees under the Powers of conveying and leasing herein-before contained.

Any Contract may contain a Condition for vacating the same, or for Re-entry, in certain Circumstances.

VIII. Provided always, and be it further enacted, That in any Contract which shall be entered into in pursuance of this Act it shall be lawful for the Persons or Person by this Act authorized to make Conveyances and grant Leases, on entering into such Contract, to insert therein, if they or he shall think it expedient so to do, a Clause or Condition for vacating the same, or for Re-entry into such Part or Parts of the Lands and Hereditaments therein comprised and agreed to be conveyed or leased as shall not have been actually conveyed or leased, in performance of the same Contract, in case the same shall not be built on, or rebuilt, repaired, or laid out, formed or improved, in the Manner in such Contract stipulated, and within a reasonable Time to be therein appointed, and also a Clause or Condition that the Person or Persons to whom such Conveyance or Conveyances, or Lease or Leases, ought to be made or granted, pursuant to such Contract, shall accept the same, and execute a Counterpart or Counterparts thereof, and pay the reasonable Charges of preparing the same within a reasonable Time to be thereby appointed, and that in default thereof such Contract shall, as to all the Premises not actually conveyed or leased in pursuance of the same Contract, be void; and every such Contract shall be binding on all and every the Persons and Person upon whom any Conveyance or Lease executed in pursuance of the Powers of this Act would be binding, and shall be carried into execution by a Conveyance or Conveyances, or Lease or Leases, to be made or granted in pursuance of the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable.

IX. And.

IX. And be it further enacted, That if the Possession of any of the Lands and Hereditaments to be comprised in any Conveyance, Lease, or Contract, to be made, granted, or entered into in pursuance of this Act, shall at any Time or Times be resumed or recovered by virtue of or under any Proviso or Condition of Re-entry or Entry to be contained in any such Conveyance, Lease, or Contract, or otherwise howsoever, then and in every such Case it shall be lawful for the Person or Persons for the Time being authorized by this Act to make Conveyances and grant Leases under the Powers herein-before contained, to make Conveyances or to grant Leases of the same Lands and Hereditaments, or to enter into Contracts for making Conveyances or granting Leases of the same Lands and Hereditaments, and afterwards to make Conveyances or grant Leases thereof, in the same Manner as if no Conveyance or Lease, or Contract for any Conveyance or Lease thereof, had been previously made, granted, or entered into.

On Re-entry, fresh Conveyances, Leases, or Contracts may be made.

X. Provided always, and be it further enacted, That it shall be lawful for the Person or Persons for the Time being authorized by this Act to make Conveyances and grant Leases, but by and under such Direction as aforesaid, from Time to Time to enter into any new Covenant or Covenants, or Agreement or Agreements, with any Person or Persons with whom any Contract or Contracts shall have been entered into by virtue of this Act, by way of Addition to or of Alteration or Explanation of all or any of the Covenants and Agreements in such Contract or Contracts respectively to be contained, so nevertheless that such Contract or Contracts respectively shall, when so added to, explained, or altered, continue to be conformable with the Powers and Provisions of this Act, or to release the Person or Persons respectively with whom any Contract or Contracts shall have been entered into by virtue of this Act, and his, her, or their Heirs, Executors, Administrators, or Assigns, of and from the Observance and Performance of all or any Part of the same Contract or Contracts respectively, and if the same shall be thought expedient, to enter into any new Covenants or Agreements with such Person or Persons, or his or their Heirs, Executors, Administrators, or Assigns, in lieu of the Part or Parts of the same Contract or Contracts respectively which shall have been so released, so nevertheless that after such Release or Releases respectively such Contract or Contracts respectively shall, notwithstanding any such new Covenants or Agreements as last aforesaid, continue to be conformable with the Powers and Provisions of this Act, or to accept a Re-conveyance or Surrender of all or any Part of the Lands and Hereditaments to be comprised in any such Contract or Contracts as aforesaid, and the Lands and Hereditaments so re-conveyed or surrendered shall or may be contracted or agreed to be conveyed or leased, and afterwards conveyed or leased, under the Powers and Authorities herein-before contained, in the same or like Manner as if no Contract or Contracts for conveying or leasing the same had been previously entered into or executed.

New Agreements may be entered into by way of Addition or Alteration or Explanation of former Contracts.

XI. Provided always, and be it further enacted, That every Conveyance to be made and every Lease to be granted under the Powers of this Act shall be deemed and taken to be duly made and granted, although

Every Conveyance or Lease shall be valid al-

[Private.]

though preceded by a Contract which shall not have been duly observed.

After Execution of the Conveyance the Contract not to form Part of the Title.

Power to confirm defective Leases.

although it should have been preceded by a Contract, and such Contract should not in all respects have been duly observed, and whether the same shall or shall not purport to have been made or granted in pursuance of such Contract, and notwithstanding any Variations between such Conveyance or Lease and such preceding Contract, provided that such Conveyance or Lease shall be conformable with the Restrictions and Provisions herein-before contained with respect to the Conveyances or Leases hereby authorized to be made or granted; and after any Conveyance or Lease shall have been executed the Contract for such Conveyance or Lease shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of the same Conveyance or Lease.

XII. And be it further enacted, That it shall be lawful for the Persons or Person for the Time being authorized by this Act to make Conveyances or grant Leases, to confirm any Conveyance or Conveyances to be made, or any Lease or Leases to be granted, by virtue of this Act, in any Case in which from some technical Error or Informality in making, granting, or executing the same, or in entering into the Contract for making or granting the same, such Conveyance or Conveyances, Lease or Leases, shall be void or voidable, or to make any Conveyance or Conveyances, pursuant to the Powers and subject to the Restrictions herein-before contained, in lieu of such void or voidable Conveyance or Conveyances, or to grant any Lease or Leases, pursuant to the Powers and subject to the Restrictions herein-before contained, in lieu of such void or voidable Lease or Leases, for any Term or Terms of Years not exceeding the then Residue of the Term or Terms granted or purporting to be granted by such void or voidable Lease or Leases; and as to such Conveyances and Leases respectively, at and under the same yearly Rent or Rents as was or were, or a larger Rent or Rents than was or were, granted, limited, or reserved in such void or voidable Conveyance or Conveyances, Lease or Leases respectively, or to accept a Re-conveyance or Re-conveyances, or Surrender or Surrenders of any Lands and Hereditaments to be conveyed or leased under this Act, and make any Conveyance or Conveyances, or grant any Lease or Leases, pursuant to the Powers and subject to the Restrictions herein-before contained, of the Lands and Hereditaments so re-conveyed or comprised in the Lease or Leases so surrendered; but as to such Lease or Leases only for a Term or Terms not exceeding the then Residue of the Term or Terms of Years made by the Lease or Leases so surrendered, and as to such Conveyances and Leases respectively, at and under the same yearly Rent or Rents as was or were, or a larger Rent or Rents than was or were, granted, limited, or reserved in the original Conveyance or Conveyances, or Lease or Leases, so nevertheless that no Fine or Premium shall be accepted and taken for making such Confirmation or Confirmations, or new Conveyance or Conveyances, or new Lease or Leases respectively.

Where distinct Rents are reserved out of specific Parts of the Lands

XIII. Provided always, and be it enacted, That in every Case in which in any Conveyance, Lease, or Contract, to be made, granted, or entered into in pursuance of this Act, a distinct Rent or Rents shall be granted, limited, or reserved, or agreed to be granted, limited, or reserved, out or in respect of any specific Part or Parts

of any Lands and Hereditaments comprised in such Conveyance, Lease, or Contract, the Entry which shall be made under any Proviso or Condition for Entry contained in such Conveyance, Lease, or Contract, for the Nonpayment of such Rent or Rents, or any Part or Parts thereof, shall, in case of Default in Payment of such distinct Rent or Rents, or any Part or Parts thereof, be confined to the Lands and Hereditaments out of or in respect of which such distinct Rent or Rents shall be payable: Provided always, that in case of any such Entry, the Conveyance, Lease, or Contract shall only be avoided as to the Lands and Hereditaments out of or in respect of which such distinct Rent or Rents shall be made, but shall as to all the other Lands therein comprised remain in full force and virtue.

comprised in any Conveyance, the Entry on Nonpayment of Rent to be confined to the Lands out of which such Rents were payable.

XIV. Provided always, and be it further enacted, That it shall be lawful for the Persons or Person authorized by this Act to make Conveyances and grant Leases to specify, in any Conveyance, Lease, or Contract to be made or entered into in pursuance of this Act, or any Schedule or Plan therein referred to, on what particular Lands and Hereditaments comprised in such Conveyance, Lease, or Contract an Entry under any Proviso or Condition for Entry contained in such Conveyance, Lease, or Contract shall be made in respect of any Breach or Non-observance of any Covenant, not being a Covenant for the Payment of Rent, which may have been committed or may have occurred in respect of the Lands and Hereditaments so specified, and the Buildings thereon or any Part or Parts thereof: Provided always, that in case of any such Entry the Conveyance, Lease, or Contract shall only be avoided as to the Lands and Hereditaments so specified, but shall as to all the other Lands therein comprised remain in full force and virtue.

Persons making Conveyances or granting Leases may specify on what particular Lands an Entry shall be made in respect of a Breach of Covenant.

XV. Provided always, and be it further enacted, That the Receipt or Receipts in Writing of the Persons, or of any One of the Persons, making any Conveyance, or granting any Lease, in pursuance of this Act, acknowledging the Receipt of the Counterpart of such Conveyance or Lease, and signed by such Persons or Person, and endorsed on the Conveyance or Lease, shall be full and conclusive Evidence that such Counterpart had been duly executed and delivered.

Receipts of the Persons making Conveyances shall be Evidence of the Execution of the Counterparts.

XVI. Provided always, and be it further enacted, That it shall be lawful for the Persons or Person by this Act authorized to make Conveyances and grant Leases as aforesaid, from Time to Time, by and under the Direction of the Lord High Chancellor, or Lord Keeper or Lords Commissioners, or other the Person or Persons for the Time being intrusted by the Queen's Sign Manual as aforesaid, to make Sale and absolutely dispose of the yearly Rents to be granted or limited in the Conveyances in Fee to be made in pursuance of this Act, or any of them, and also the Reversion and Inheritance in Fee of the Lands and Hereditaments which shall be leased for Years in pursuance of this Act, or any of them, or any Part or Parts thereof, to any Person or Persons whomsoever, either by public Auction or private Contract, or partly by each such Mode, and either together or in Lots, for the best Price or Prices that can be reasonably gotten for

Power to sell Rents granted out of the Lands conveyed, and the Reversions in Fee of Lands demised.

for the same, with Liberty to buy in the same, and resell, in manner aforesaid, without being answerable for any Loss which may happen in consequence of any Diminution of the Price upon such Re-sale, and to grant or convey the Rent or Rents, or Lands and Hereditaments, for the Time being sold, to the Purchaser, or Purchasers thereof, his, her, or their Heirs and Assigns, or as he, she, or they shall direct or appoint.

Purchase Money to be paid into the Bank of England.

Accountant General's Certificate and Cashier's Receipt to be a Discharge to Purchasers.

XVII. And be it further enacted, That the Monies which shall arise from Sales made under the Power of Sale last herein-before contained shall be paid 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 Purchasers of the Estates of *Gifford Warriner* Esquire, a Lunatic," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of His late Majesty King *George* the First, Chapter Thirty-two, and the General Rules and Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of His late Majesty King *George* the Second, Chapter Twenty-fourth; and the Certificate or Certificates to be given by the said Accountant General, together with the Receipt or Receipts of the Cashier of the Bank of *England*, to be thereto annexed and therewith filed in the Register Office of the said Court of Chancery, of the Payment into the Bank of *England* of such Monies as aforesaid, shall from Time to Time and at all Times hereafter be and be deemed to be a good and sufficient Discharge, or good and sufficient Discharges, to the Person or Persons paying the same, and to his, her, and their Heirs, Executors, Administrators, and Assigns, for the Monies for which such Certificate or Certificates, and Receipt or Receipts, shall respectively be given; and that after filing such Certificate or Certificates, and Receipt or Receipts, such Person or Persons, and his, her, and their Heirs, Executors, Administrators, and Assigns, shall be, and he, she, and they is and are hereby absolutely acquitted and discharged of and from the same Monies and every Part thereof, and he, she, and they shall not be answerable or accountable for any Loss, Misapplication, or Nonapplication of such Monies, or any Part thereof.

The Monies paid into the Bank under this Act to be applied in the same Manner as under the recited Act.

XVIII. And be it further enacted, That all the Monies which shall be paid into the Bank of *England* as aforesaid, and which shall not be applied in Payment of the Costs, Charges, and Expences herein-after mentioned, shall be applied and disposed of to the same Purposes and in the same Manner to and in which the Monies which by the said recited Act are directed to be paid into the Bank of *England* are by that Act directed to be applied and disposed of, or as near thereto as Circumstances will admit.

Rents granted in Conveyances in Fee to be held upon the same Trusts as the Lands.

XIX. And be it further enacted, That the yearly Rents to be granted and limited in the Conveyances in Fee to be made in pursuance of this Act shall, until sold under the Provisions of this Act, be held upon and for the same Trusts, Intents, and Purposes upon and for which the Lands and Hereditaments comprised in such Conveyances respectively were held at the Time or respective Times when such yearly Rents were respectively granted or limited.

XX. And

XX. And be it further enacted, That it shall be lawful for the Lord High Chancellor of *Great Britain*, or the Lord Keeper or Lords Commissioners for the Custody of the Great Seal of *Great Britain*, for the Time being, or other the Person or Persons for the Time being intrusted by the Queen's Sign Manual with the Care and Commitment of the Custody of the Persons and Estates of Persons found lunatic or of unsound Mind, upon the Petition of the said *Ernlè Warriner*, or the Committee or Committees for the Time being of the Estate of the said *Gifford Warriner*, under the present or any future Commission of Lunacy against the said *Gifford Warriner*, to make any Order or Orders for ascertaining and settling the Amount of the Costs, Charges, and Expences incident to and attending the applying for and obtaining this Act, and preparatory thereto, and also of the Costs, Charges, and Expences attending or in anywise relating to the Trusts, Powers, and Provisions contained in this Act, and the carrying of the same into effect; and to make any Order or Orders for the Payment of such Costs, Charges, and Expences out of any Monies which shall be so paid into the Bank of *England* as aforesaid, or any Part thereof, or out of any Monies which have been paid or may be paid into the Bank of *England*, in pursuance of the Powers and Provisions contained in the said herein-before recited Act.

Power for the Lord Chancellor to make Orders as to Costs of Act, &c.

XXI. Provided always, and be it further enacted, That this Act shall not, nor shall any thing herein contained, be construed or deemed or taken to suspend, revoke, annul, prejudice, lessen, or affect the Trusts, Powers, and Provisions contained in the said recited Act of His late Majesty King *William* the Fourth, except so far as the same may be defeated or affected by the Powers and Provisions contained in this Act; and that all the Trusts, Powers, and Provisions contained in the said recited Act, including the Power to appoint new Trustees, and the Provisions for the Indemnity and Reimbursement of the Trustees, shall, so far as the same are not inconsistent with this Act, and the Powers and Provisions herein contained, extend and apply to this Act, and shall be as good, valid, and effectual for all Intents and Purposes as if the same had been repeated or re-enacted in this Act.

Provisions of the recited Act (except so far as altered by this Act) to extend to this Act.

XXII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and all and every other Person and Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, and Administrators, (other than and except the said *Gifford Warriner* the Lunatic, and the Heirs Male of his Body, and the said *Ernlè Warriner* and the Heirs Male of his Body, and the Heirs of the Body of the said *Gifford Warriner*, the Grandfather of the said *Gifford Warriner* the Lunatic, and the said *Ernlè Warriner*, his Heirs and Assigns, and all Persons claiming by, from, under, or in Trust for him or them,) all such Estates, Rights, Titles, Interests, Claims, and Demands whatsoever, in, to, or out of the Lands and Hereditaments by this Act authorized to be conveyed or leased, or any of them, or any Part thereof, as they or any of them had before the passing of this Act, or could or might have enjoyed in case this Act had not been passed.

General Saving.

[*Private.*]

10 0

XXIII. And

Act as print-
ed by Queen's
Printers to
be Evidence.

XXIII. And be it further enacted, That this Act 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.

The SCHEDULE to which this Act refers.

Premises.	State.	Quantity.		
		A.	R.	P.
The Manor of Hill and Shirley otherwise Whithed's Wood, with its Rights, Members, and Appurtenances.				
WHITHED'S WOOD FARM.				
NOYES, Tenant.				
Part of Bull's Ten Acres and of Allotment thereto, No. 37.	Arable -	7	0	37
Remainder of ditto - - - - -	Arable -	3	3	23
The Eleven Acres - - - - -	Arable -	11	3	23
The Two Acres - - - - -	Arable -	2	3	13
Part of Long Six Acres and Part of Seven Acres -	Arable -	5	3	37
The Roundabouts - - - - -	Arable -	12	1	2
Home Field and Remainder of Long Six Acres -	Arable -	8	0	6
Residue of Seven Acres - - - - -	Arable -	5	3	29
Upper Farm Yard, Garden, &c. - - - - -	- - - - -	0	2	26
Open Roadway - - - - -	- - - - -	1	0	30
Inclosed Roadway - - - - -	- - - - -	0	2	22
Lower Farm Yard, House and Garden - - - - -	- - - - -	0	3	16
Five Acres Field - - - - -	Arable -	5	2	31
Five Acres Meadow - - - - -	Meadow -	5	1	4
Part of the Moors and Part of the Three Acres -	Pasture -	3	0	1
Residue of ditto - ditto - - - - -	Pasture -	3	3	37
The Little Meadow and the One Acre - - - - -	Meadow -	3	1	9
Part of the Fifteen Acres - - - - -	Arable -	11	1	31
Part of the Twelve Acres - - - - -	Arable -	6	3	29
The Residue of Fifteen Acres and Twelve Acres thrown together.	Arable -	9	1	2
Part of Allotment, No. 34. - - - - -	- - - - -	0	1	1
New Road - - - - -	- - - - -	2	1	26
LATE ROBERT NOYES' REPRESENTATIVES.				
Paddock - - - - -	- - - - -	0	2	29
Meadow, including Part of Allotment - - - - -	Meadow -	2	1	0
Pond Field, including ditto - - - - -	Arable -	4	1	0
Double Cottage and Garden Land held on Lease determinable on One Life, aged 58. - - - - -	- - - - -	0	2	37
		120	3	21

George Doswell.

