



ANNO SEXTO

GULIELMI IV. REGIS.

Cap. 13.

An Act to enable the Reverend *James White* and the Persons for the Time being entitled to certain Estates situate in the Parish of *Bonchurch* in the *Isle of Wight* in the County of *Southampton*, devised by the Will of *Charles Fitzmaurice Hill* Esquire, deceased, to grant Building Leases.

[21st June 1836.]

WHEREAS *Charles Fitzmaurice Hill* late of *Saint Boniface* in the *Isle of Wight* in the County of *Southampton*, Esquire, deceased, duly signed and published his last Will and Testament in Writing, dated on or about the Nineteenth Day of *October* in the Year One thousand eight hundred and ten, executed and attested so as to pass Freehold Estates of Inheritance, and thereby gave and devised all and singular his Manors, Messuages, Farms, Lands, Tenements, and Hereditaments, and Parts and Shares thereof, and all other his Real Estate whatsoever, whereof or wherein he or any Person or Persons in Trust for him was or were seised or interested in or entitled unto for any Estate of Inheritance in Possession, Reversion, Remainder, or Expectancy, or otherwise, whereof he had any Power to dispose, with their Rights, Members, and Appurtenances, unto *Alexander Shearer* of *Swanmore House* in the

Will of C. F. Hill, dated 19th Oct. 1810.

[Private.]

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said

said County of *Southampton*, Esquire, and *Francis Worsley* of *Newport* in the said *Isle of Wight*, Gentleman, their Heirs and Assigns, to hold the same, with their respective Appurtenances, unto and to the Use of the said *Alexander Shearer* and *Francis Worsley*, their Heirs and Assigns for ever, upon Trust as to and concerning all those his (the said Testator's) Messuages or Dwelling Houses, Tenements, Lands, Hereditaments, and Premises called *Marepool* and *Macketts* with *Smithcote*, and all and singular other the Premises then let on Lease or Leases for Lives to *Joseph Hadfield* Esquire, and situate in the Parish of *Bonchurch* in the said *Isle of Wight*, the said Testator gave and devised the same and every Part thereof (excepting a Field called *Lambledge*, and a Close or Field called *Mead*, which Two Fields, together with the Stables or Buildings on *Mead*, were therein-after devised,) unto his Daughter *Rosa Hill* and her Assigns for the Term of her natural Life, and from and after the Decease of his said Daughter *Rosa* he gave and devised the same Premises and every Part thereof (except as before excepted) unto and equally between all and every the Children of the Body of his said Daughter *Rosa Hill*, if more than One, as Tenants in Common, and to their respective Heirs and Assigns for ever; and if but One such Child, then the said Testator gave the same Premises to such only Child, his or her Heirs and Assigns for ever; and in case his said Daughter should depart this Life under the Age of Twenty-one Years, or afterwards, without leaving any Child or Children of her Body, then the said Testator gave the same Hereditaments and Premises unto his Son *Charles Popham Hill*, his Heirs and Assigns for ever; and the said Testator appointed the said *Alexander Shearer* and *Francis Worsley* Executors of his said Will: And whereas the said Testator *Charles Fitzmaurice Hill* died on or about the Eighteenth Day of *June* in the Year One thousand eight hundred and eleven, without having altered or revoked his said recited Will otherwise than by executing a Codicil thereto, but which Codicil did not alter or revoke the Dispositions made by his said Will of his said Hereditaments and Real Estate situate at *Bonchurch* aforesaid, herein-before recited; and he left the said *Charles Popham Hill* his Son, and the said *Rosa Hill* his Daughter, him surviving; and the said Will and Codicil of the said Testator were proved by the Executors thereof on or about the Seventeenth Day of *April* One thousand eight hundred and twelve in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the said *Charles Popham Hill* has long since attained his Age of Twenty-one Years, and the said *Rosa Hill* attained her Age of Twenty-one Years on or about the Nineteenth Day of *July* in the Year One thousand eight hundred and twenty-six: And whereas in or about the Month of *April* in the Year One thousand eight hundred and twenty-nine the said *Rosa Hill* intermarried with the said *James White*, but no Settlement or Agreement for a Settlement by or on behalf of the said *Rosa White* or her Husband the said *James White*, or either of them, was executed prior to or in contemplation of such Marriage, or at any Time subsequent thereto: And whereas there is Issue of the Marriage between the said *James White* and *Rosa* his Wife Three Children only, videlicet, *Mary Margaret White*, now of the Age of Six Years or thereabouts, *John White*, now of the Age of Five Years or thereabouts, and *Rosa Elizabeth White*, now of the Age of Ten Months or thereabouts: And whereas at the Time of the making of the said recited Will of the said

Charles Fitzmaurice Hill deceased, and down to the Time of his Death herein-before mentioned, the said Messuages, Lands, Tenements, and Hereditaments called *Marepool* and *Macketts* with *Smithcote*, and other the Premises so devised as aforesaid to or for the Benefit of the said *Rosa White* and her Children, or the greater Part thereof, were subject to a certain Lease or Leases for a Term or Terms of Years determinable on the dropping of certain Lives, which Leases had been granted to the before-named *Joseph Hadfield*: And whereas by an Indenture of Assignment dated on or about the Fourteenth Day of *April* in the Year One thousand eight hundred and thirty-six, made between *John Willing Warren* of the *Grove, Kentish Town*, in the County of *Middlesex*, Esquire, of the First Part, the said *Joseph Hadfield*, therein described as of *Bonchurch* in the said *Isle of Wight*, Esquire, and *Amelia Caroline* his Wife, of the Second Part, the Reverend *George Horatio Hadfield* of *Pembroke College, Oxford*, Clerk (described as the eldest Son of the said *Joseph Hadfield* and *Amelia Caroline* his said Wife), of the Third Part, and the said *James White* of the Fourth Part, the aforesaid Leases of the said Messuages, Lands, and Hereditaments called *Marepool* and *Macketts* with *Smithcote* (except the said Closes called *Lambledge* and *Mead*), were, in consideration of the Sum of Four thousand Pounds paid by the said *James White*, conveyed and assigned unto the said *James White*, his Executors, Administrators, and Assigns: And whereas the said *Francis Worsley*, one of the Trustees named in the said recited Will of the said *Charles Fitzmaurice Hill* deceased, died on or about the Twenty-second Day of *February* in the Year One thousand eight hundred and twenty-six, leaving the said *Alexander Shearer*, his Co-trustee under the same Will, him surviving: And whereas the said Estate called by the Name of *Marepool* and *Macketts* with *Smithcote*, so as aforesaid devised for the Benefit of the said *Rosa White* and her Children, from its Desirableness in point of Situation and the numerous Villas and Buildings recently erected and now in progress of Erection around and in the immediate Vicinity thereof, has lately become a Property of considerable Value, and the same is very conveniently and eligibly situated for Building Ground, and is capable of being much improved, and its Value would be greatly increased if Building Leases thereof could be granted by some competent Person; but by reason of the Title to the said Estate being so circumstanced as aforesaid, and the said Will not containing a Power to grant Building Leases of any Part of the said Premises, such Leases cannot validly be granted; and it is expedient, and would be highly beneficial to the said *James White* and *Rosa* his Wife, on behalf of themselves and their Infant Children, if effectual Powers for granting Building Leases of the said Premises were authorized and given: Wherefore Your Majesty's most dutiful and loyal Subjects the said *James White* and *Rosa* his Wife, for and on behalf of themselves and their said Three Infant Children, *Mary Margaret White*, *John White*, and *Rosa Elizabeth White*, and also the said *Charles Popham Hill* and *Alexander Shearer*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall and may be lawful for the said *James White* and *Rosa* his Wife during their joint Lives, and for the said *Rosa White* after the

Assignment
of Lease,
14th April
1836.

Power for
James White
and his Wife,
Decease

&c. to grant
Building
Leases.

Decease of the said *James White* in case she shall survive him, thenceforth during her natural Life, and notwithstanding any future Coverture, and whether covert or sole, and in case the said *Rosa White* shall die in the Lifetime of the said *James White*, then for the said *James White*, after the Death of the said *Rosa White*, and during the Minority or Minorities of any Child or Children of the said *Rosa White*, if he the said *James White* shall so long live, and if the said *James White* (so surviving the said *Rosa White*) shall die during the Minority of any Child or Children of the said *Rosa White*, or if the said *Rosa White* shall survive the said *James White*, and shall leave any Infant Child or Infant Children living at her Death, then and in either of the said last-mentioned Cases for the Guardians or Guardian for the Time being of such Infant Child or Infant Children of the said *Rosa White* during the Minority or Minorities of any such Infant Child or Infant Children, whether such Guardian or Guardians be testamentary, or be chosen by such Infant or Infants, or be appointed by the Authority of the Court of Chancery, nevertheless with such Consent as herein-after mentioned when requisite, according to the Proviso herein-after contained, to contract and agree to lease and afterwards to lease, or in the first instance, and without any such previous Contract or Agreement, to lease, to any Person or Persons willing to take the same, or to his, her, or their Executors, Administrators, or Assigns, Nominee or Nominees, all or any of the Lands, Hereditaments, and Premises devised by the said Will of the said *Charles Fitzmaurice Hill* deceased which are specified or described in the Schedule to this Act annexed, with their respective Appurtenances, or any Part or Share, Parts or Shares thereof, for any Term or Number of Years not exceeding Ninety-nine Years, commencing from or antecedently to the Date of every such Contract or Agreement or Lease, and to take effect in Possession, and not in Remainder or Reversion, or by way of future Interest, either for the Purpose of repairing, rebuilding, or substantially improving any Houses or other Buildings which are or shall be erected on the same Lands and Hereditaments or any Part thereof, or of erecting any new Houses or other Buildings, with or without Offices, Outbuildings, and other Conveniences, and either with or without Liberty for the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, to pull or take down any Building or Buildings whatsoever thereon or on any Part thereof, and to convert or dispose of and apply all or any of the Materials thereof to such Uses and Purposes as may be agreed upon, and with or without Liberty for the Lessee or Lessees to lay out or appropriate any Part or Parts of the Lands and Hereditaments to be comprised in any such Lease or Contract as and for a Yard or Yards, Garden or Gardens, or other Conveniences to be attached to or used with the Messuages or Buildings or any of them which may be built or in progress upon the said Lands or Hereditaments, and also as and for a Way or Ways, Avenue or Avenues, Passage or Passages, or in any other Manner or for any other Purposes, for the Use and Convenience of the Lessee or Lessees or other Tenants or Occupiers of the Premises, and with or without Liberty to lay out and appropriate any Part of the said Lands and Hereditaments as and for public Streets, Squares, Roads, Paths, and Passages, and to make Drains, Sewers, Culverts, or other Easements for the more convenient Enjoyment thereof, and also to quarry out Stones, and to dig and excavate any Earth, Clay, Lime, Sand,

Sand, Gravel, or other Materials upon or out of any convenient Part or Parts of the Lands and Hereditaments hereby authorized to be leased or agreed to be leased, (and whether leased or not leased, or agreed or not agreed to be leased, to him, her, or them,) and to manufacture the same into Bricks, Tiles, or other Building Materials to be used or expended in or upon such new Buildings, Repairs, or Improvements as aforesaid, and with or without Liberty for any such Lessee or Lessees to lay out and appropriate any of the Lands, Grounds, and Hereditaments to be comprised in such Lease or Leases or Contracts for the same, not exceeding in any One Case Five Acres, as and for a Paddock, Plantation, Lawn, Pleasure Ground, or other Appendage of Use or Ornament to be attached to or held with any Villa or detached Messuage erected or to be erected upon any Part of the same Lands and Hereditaments.

II. Provided always, and be it enacted, That all such Leases as aforesaid shall be at the best or most improved yearly Rent or Rents that can reasonably be obtained for the same, to commence and take effect from the Date or Commencement of every such Lease, Contract, or Agreement respectively, or at the End or within the Term of Five Years, to be computed from the Date of such Lease, Contract, or Agreement respectively, or by progressive Proportions at any Time within the said Term of Five Years; and provided also, that every such Lease, Contract, or Agreement as aforesaid be made without taking any Fine, Premium, or Foregift for or in respect of the same Lease, Contract, or Agreement; and provided also, that the Premises comprised in any such Contract or Agreement may be leased in such distinct Parts and Parcels, and by such separate and distinct Leases, and under and subject to such distinct Parts and Proportions of the yearly Rent or Rents reserved or agreed to be reserved by any such Contract or Agreement as shall be thought secure, proper, or convenient: Provided always, that if the yearly Rent or Rents to be reserved upon the Lease or Leases to be granted of any Part or Parts only of the Hereditaments comprised in and agreed to be leased by any One such Contract or Agreement as aforesaid shall amount to or make up the full and clear yearly Rent or Sum in such Contract or Agreement stipulated or agreed to be paid for all the Hereditaments comprised in the same Contract or Agreement, then and in every such Case the Remainder of the Hereditaments comprised in the same Contract or Agreement, or any Part or Parts thereof, may be from Time to Time demised and leased, together with the Buildings (if any) thereon erected, at the yearly Rent of a Peppercorn only, payable if demanded, provided the Rent or Rents reserved on the other Premises comprised in such Contract or Agreement be secured on Premises of an annual Value of at least Four Times the Amount of such Rent, but nevertheless, that the respective Lessees shall not be bound to ascertain such annual Value: Provided also, that every such Contract or Agreement as aforesaid shall be in Writing, and that in every such Contract or Agreement there shall be inserted a Clause or Condition of Re-entry (into such Part or Parts of the Hereditaments in such Contract or Agreement comprised and agreed to be leased, and not actually leased at the Time of Re-entry,) for Breach of any of the Stipulations in such Contract or Agreement contained on the Part of the

Leases to be subject to certain Covenants.

[*Private.*]

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intended Lessee or Lessees as to such Property so not actually leased; and provided also, that after the Decease of the said *Rosa White* every such Lease or Contract or Agreement as aforesaid shall be granted as to the Share or Shares of any Child or Children of the said *Rosa White* who may then have attained the Age of Twenty-one Years, with the Consent in Writing of such adult Child or Children respectively, and as to such of them as shall be Females, notwithstanding Coverture, and whether covert or sole.

Rents on existing Leases to be paid.

III. And be it further enacted, That out of the Rents to be reserved upon and received in respect of the Leases to be executed under the Powers in this Act contained the Rents reserved by the now existing Lease or Leases of Hereditaments hereby authorized to be leased shall, during the Continuance of the same now existing Lease or Leases, be, in the first instance, from Time to Time paid and satisfied to the Person or Persons entitled to such last-mentioned Rents; but no Person taking any Lease or Leases under the Powers in this Act contained shall be bound to see to the Payment of such Rents.

For securing the Recovery of Rent.

IV. And be it further enacted, That every Lease to be made in pursuance of any of the Powers contained in this Act shall be made by Indenture, and that in every such Lease the yearly Rent or Rents to be thereby reserved, other than mere Peppercorn Rents, shall be reserved and made payable either by half-yearly or quarterly Payments, and so as to be incident to and go along with the Reversion immediately expectant on the Determination of every such Lease; and that in every such Lease there shall be contained a Condition of Re-entry for Nonpayment of the Rent or Rents, other than mere Peppercorn Rents, to be thereby reserved, or any Part thereof, for any Space not exceeding Sixty Days after the same shall become due, and also for Breach of any of the Covenants on the Part of the Lessee or Lessees contained in such Lease; and that the Lessee or Lessees to be named in any such Lease be not thereby made dispunishable for Waste other than such Waste as must necessarily happen by taking down or erecting any Buildings, and making such Yards, Areas, Gardens, Pleasure Grounds, and Conveniences, and exercising such Liberties and Privileges as aforesaid; and that the Lessee or Lessees to be named in every such Lease do seal and deliver a Counterpart thereof, and thereby enter into a Covenant or Covenants for the due Payment of the Rent or Rents (other than Peppercorn Rents aforesaid) thereby to be reserved, and of all Taxes, Charges, Rates, Assessments, and Impositions whatsoever affecting the Premises to be comprised in any such Lease, and also to erect, build, or finish, and from Time to Time during the Term granted to keep in repair, the Messuages, Erections, and Buildings which may be covenanted or agreed to be erected or built upon the Premises therein respectively to be comprised, or which may be built or be in progress thereupon at the Time of the Execution of such Leases respectively, and also substantially to repair the same Messuages, Erections, and Buildings when and as Occasion may require, and to insure and keep insured all Messuages and other Buildings to be comprised in any such Lease,

Lease, or to be erected and built upon the Land and Premises therein to be comprised, from Loss or Damage by Fire, to the Amount of Two Thirds at least of the Value thereof, in some or one of the Public 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 as shall be necessary in substantially rebuilding, repairing, and reinstating such Messuages, Erections, or Buildings as shall be destroyed or damaged by Fire, and also to give up the Possession of and leave in good Repair the Messuages, Erections, and Buildings to be erected and built or repaired on the Premises therein comprised at the Expiration or other sooner Determination of the Term to be thereby granted; and in every such Lease shall also be reserved a Power to the Lessor, or other the Person or Persons for the Time being entitled to the demised Premises, subject to the Term to be thereby granted, and his, her, or their Servants, Agents, or Workmen, to enter into or upon the Premises at all reasonable Times, and inspect the Condition thereof; and in such Lease or respective Leases, and Contracts or Agreements for a Lease or Leases, there may be inserted any other Covenants, Agreements, Powers, Conditions, or Restrictions usually inserted in Leases or Contracts or Agreements for Leases of a similar Description, which shall appear reasonable to the Person or Persons for the Time being exercising the Power of granting building or repairing Leases by this Act given and authorized, or Contracts or Agreements for the same.

V. And be it further enacted, That if the Possession of any of the Premises to be comprised in any such Lease or Contract or Agreement as aforesaid shall be entered upon and resumed or recovered under and by virtue of any Condition of Re-entry therein contained, then and in every such Case it shall and may be lawful to and for the Person or Persons for the Time being empowered by this Act to grant Leases as aforesaid to grant Leases or enter into Contracts for the granting of Leases, and afterwards to grant Leases of the Land or Ground herein-before authorized to be demised, with the Buildings standing thereon, in the same Manner as if no Leases or Contracts for Leases thereof had previously been granted or entered into.

Power to re-let Lands Possession of which has been regained by Condition of Re-entry.

VI. And be it further enacted, That it shall be lawful for the Person or Persons for the Time being empowered by this Act to grant Leases from Time to Time to enter into any new Contracts or Agreements, such new Contract or Contracts not being substantially inconsistent with the Powers given by this Act, 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 Explanation or Alteration of all or any of the Covenants, Agreements, or Stipulations in such Contract or Contracts respectively contained or to be contained, 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 Executors, Administrators, or Assigns, of and from the Observance of all or any Part of the same Contract or Contracts respectively, or of any of the

Contracts may be entered into for granting Leases.

the Stipulations therein contained, and if the same shall be thought expedient to enter into any new Covenants, Agreements, or Stipulations with such Person or Persons, or his, or, or their Executors, Administrators, or Assigns, in lieu of the Part or Parts of the same Contract or Contracts respectively which shall be so released, or to accept a Surrender of all or any Part of the Hereditaments comprised in any such Contract or Contracts; and the Hereditaments so surrendered may be contracted and agreed to be leased and afterwards leased, under the Powers and Authorities herein-before contained, in the same and the like Manner as if no Contract or Contracts for leasing the same had been previously entered into or executed.

Leases granted to be deemed valid Leases.

VII. And be it further enacted, That every Lease to be granted under any of the Provisions and according to the Restrictions of the Powers in this Act contained, and not being substantially inconsistent with the Powers given by this Act, shall be deemed and be taken to be duly granted, although it should have been made in pursuance or in consequence of a previous Contract, and such Contract should not in all respects have been duly observed; and that after any Lease shall have been executed the Contract for such Lease shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of the same Lease.

Streets, &c. may be laid out.

VIII. And be it further enacted, That it shall and may be lawful to and for the Person or Persons for the Time being empowered by this Act to grant Leases as aforesaid to lay out and appropriate, or to concur in laying out and appropriating, any Part of the said Land and Hereditaments herein-before authorized to be leased as and for a Way or Ways, Street or Streets, Avenue or Avenues, Square or Squares, Passage or Passages, Sewer or Sewers, or other Conveniences, for the general Improvement of the Estate and the Accommodation of the Tenants and Occupiers thereof.

General Saving of Rights.

IX. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, other than and except the said *James White* and the said *Rosa* his Wife, and all and every the Child and Children of the said *Rosa White* already born or hereafter to be born, and the said *Charles Popham Hill*, each and every of them, their, each and every of their Heirs, Executors, Administrators, and Assigns, and the said *Alexander Shearer* as such Trustee as aforesaid, his Heirs, Executors, Administrators, and Assigns, and all and every other Person and Persons whomsoever having or claiming or who shall or may have or claim, either originally or derivatively, any Estate, Right, Title, or Interest under or by virtue of the said Will of the said *Charles Fitzmaurice Hill* deceased, all such Estate, Right, Title, Interest, Benefit, Claim, and Demand whatsoever in, to, or out of the Hereditaments mentioned or comprised in the Schedule to this Act annexed, or any Part thereof, as they or any of them respectively had before the passing of this Act, or could or might have had, held, or enjoyed in case this Act had not been passed.

X. And

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

Act to be
printed by
the King's
Printers.

SCHEDULE to which the foregoing Act refers.

Two several Messuages or Tenements called or known by the Name of Macketts and Marepool with Smithcote, and other the Buildings thereon, and also all the Arable, Meadow, Pasture, Willow Beds, and rough Grounds to the same belonging, situate in the Parish of Bonchurch in the Isle of Wight, containing by Estimation Eighty-eight Acres or thereabouts, save and except a Piece or Parcel of Land adjoining to the Eastern Boundary of the Grounds of Saint Boniface House, and the Boundary of which said Piece or Parcel of Land, except such Part thereof as adjoins the Grounds of Saint Boniface House, extends from the adjoining Northernmost Point of the Eastern Boundary of the Grounds of Saint Boniface House in an irregular Line immediately under the Cliff of Bonchurch, in an Easterly Direction to a Point where a certain Boundary Stone has been recently put up, marked with the Initials R. W. and C. P. H., at a Distance of One hundred and fifty Feet or thereabouts in a straight Line from the first-mentioned Point; thence in a straight Line of the Length of Two hundred and forty-seven Feet or thereabouts, in a Southerly Direction, to a Point where a certain other Boundary Stone has also been put up, marked with the Initials aforesaid; thence in a straight Line of the Length of One hundred and ninety Feet or thereabouts, in a Westerly Direction, to a Point where a certain other Boundary Stone has also been put up, marked with the Initials aforesaid; thence in a straight Line of the Length of Two hundred and fifty Feet or thereabouts, in a Southerly Direction, to the Point at which the same meets the Fence of a Withy Bed, forming the adjoining Southernmost Point of the Grounds of Saint Boniface House.

LONDON: Printed by GEORGE EYRE and ANDREW SPOTTISWOODE,
Printers to the King's most Excellent Majesty. 1836.