



ANNO VICESIMO QUARTO & VICESIMO QUINTO

VICTORIÆ REGINÆ.

Cap. 7.

An Act for confirming Leases granted by Sir *Richard Godin Simeon* Baronet, deceased, and Sir *John Simeon* Baronet, respectively, of Parts of the *Saint John's* Estate in the Parish of *Saint Helens* in the *Isle of Wight*, and for other Purposes, and of which the Short Title is "Sir *John Simeon's* Leasing Act, 1861." [6th August 1861.]

WHEREAS by Indenture, dated the Twenty-sixth Day of Indenture, dated 26th Oct. 1836.
October One thousand eight hundred and thirty-six, between *John Mansfield* and *Phillip Williams* of the First Part, Sir *Richard Godin Simeon* Baronet, of the Second Part, and *Robert Burleigh Sewell* of the Third Part, divers Lands and Hereditaments (called the *Saint John's* Estate) situate in the Parish of *Saint Helens* in the *Isle of Wight* (being the Estate specified in the First Schedule to this Act annexed), were limited to such Uses, and upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, and Agreements, as Sir *Richard Godin Simeon*, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment,

[Private.]

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to

Sir John Simeon's Leasing Act, 1861.

Indenture,
dated 25th
Jan. 1842.

to be by him sealed and delivered in the Presence of and attested by Two or more credible Witnesses, should from Time to Time direct, limit, or appoint, and in default of such Direction, Limitation, or Appointment to the Use of Sir *Richard Godin Simeon* and his Assigns during his Life, with Remainder to the Use of *Robert Burleigh Sewell*, his Executors, Administrators, and Assigns, during the Life of Sir *Richard Godin Simeon*, upon trust for him and his Assigns, with Remainder to the Use of the Heirs and Assigns of Sir *Richard Godin Simeon* for ever: And whereas by Indenture (herein-after referred to as the First Mortgage), dated the Twenty-fifth Day of *January* One thousand eight hundred and forty-two, between Sir *Richard Godin Simeon* of the First Part, *Robert Burleigh Sewell* of the Second Part, and Sir *George Baker* Baronet, *Thomas Somers Cocks* the younger, Esquire, and *Robert Burleigh Sewell*, Gentleman, of the Third Part, the *Saint John's* Estate was limited to the Use of Sir *George Baker*, *Thomas Somers Cocks*, and *Robert Burleigh Sewell*, their Heirs and Assigns for ever, by way of First Mortgage thereof for securing Fifteen thousand Pounds and Interest; and the reciting Indenture contained a Power to lease in the following Terms; (that is to say,) " Provided also, and it is hereby agreed and declared, " that until default shall be made in Payment of the said Principal " Sum of Fifteen thousand Pounds, or some Interest for the same, " at the Time or Times at which the same respectively shall become " payable as aforesaid, contrary to the aforesaid Covenant for Pay- " ment thereof, and after any such Default as aforesaid so long as the " said Sir *Richard Godin Simeon*, his Appointees, Heirs, or Assigns, " shall be in the actual Possession of the said Hereditaments and " Premises, or in the Receipt of the Rents and Profits thereof, it " shall be lawful for him the said Sir *Richard Godin Simeon*, his " Appointees, Heirs, or Assigns, at any Time or Times and from " Time to Time, by any Indenture or Indentures to be sealed and " delivered by him or them in the Presence of and to be attested " by Two or more credible Witnesses, to demise or lease, or limit " or appoint by way of Demise or Lease, the said Hereditaments " and Premises herein-before appointed and released, or expressed " so to be, or any of them, or any Part or Parts thereof, to any " Person or Persons who shall improve or covenant to improve " the same by erecting thereon any Messuage or Dwelling House " or Messuages or Dwelling Houses, or other Building or Build- " ings, or by rebuilding or repairing any Messuage or Dwelling " House, or Messuages or Dwelling Houses, or other Building or " Buildings which shall for the Time being be standing on the " said Premises, or by otherwise expending such Sum or Sums " of Money in the Improvement of the said Premises as the said " Sir *Richard Godin Simeon*, his Appointees, Heirs, or Assigns, shall " think reasonable, for any Term or Number of Years absolute, to " take

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“ take effect in possession, and not in reversion or by way of future
 “ Interest, so as there be contained in every such Demise or Lease,
 “ or Limitation or Appointment by way of Demise or Lease, the
 “ best or most improved yearly Rent or Rents to be payable during
 “ the whole Continuance of the Term or Estate thereby created, and
 “ to be incident to the immediate Reversion of the Premises therein
 “ comprised, that can reasonably be obtained, without taking any Fine,
 “ Premium, or Foregift for the making thereof, and so as there be
 “ contained in every such Demise or Lease, or Limitation or Appoint-
 “ ment by way of Demise or Lease, all proper Covenants for Pay-
 “ ment of the Rent or Rents thereby reserved, and for repairing and
 “ keeping in repair the Buildings and Premises therein comprised,
 “ and for insuring the said Buildings and Premises against Loss or
 “ Damage by Fire, and also a Condition of Re-entry for Nonpay-
 “ ment of the Rent or Rents thereby reserved, or Nonperformance
 “ of any of the Covenants therein contained, and so as that the
 “ Lessee or Lessees or Appointee or Appointees do execute a
 “ Counterpart thereof, and be not in anywise made dispunishable for
 “ committing Waste, and so as an attested Copy of every such
 “ Counterpart shall be delivered by the said *Sir Richard Godin*
 “ *Simeon*, his Appointees, Heirs, or Assigns, to the said *Sir George*
 “ *Baker*, *Thomas Somers Cocks*, and *Robert Burleigh Sewell*, or the
 “ Survivors or Survivor of them, or the Heirs of such Survivor, or
 “ their or his Assigns, within Seven Days after the Execution thereof:”

And whereas by Indenture of Assignment, also dated the Twenty-fifth Day of *January* One thousand eight hundred and forty-two, between *Henry Hodgson* of the First Part, *John Campbell* and *Frank Wood Harris* of the Second Part, *Sir Richard Godin Simeon* of the Third Part, *Sir George Baker*, *Thomas Somers Cocks*, and *Robert Burleigh Sewell* of the Fourth Part, and *Robert Henry Sawyer* of the Fifth Part, and an Indenture of Assignment indorsed thereon, and dated the Twenty-third Day of *July* One thousand eight hundred and forty-two, between *John Hodgson* of the First Part, *Sir Richard Godin Simeon* of the Second Part, *Sir George Baker*, *Thomas Somers Cocks*, and *Robert Burleigh Sewell* of the Third Part, and *Robert Henry Sawyer* of the Fourth Part, Four several Terms of Years in the *Saint John's* Estate or Parts thereof, the first for One thousand Years from the Tenth Day of *February*, One thousand seven hundred and forty-one, the second for Five hundred Years from the Eighth Day of *August* One thousand seven hundred and sixty-six, the third for One thousand Years from the Twenty-fourth Day of *November* One thousand seven hundred and twenty, and the fourth for One thousand Years from the Tenth Day of *August* One thousand seven hundred and twenty-five, were assigned to *Robert Henry Sawyer* upon trust for better securing the Fifteen thousand Pounds and Interest secured by the First Mortgage, and, subject thereto, upon trust

Indenture,
 also dated
 25th Jan.
 1842.

Sir John Simeon's Leasing Act, 1861.

Indenture,
dated 27th
Sept. 1842.

Indenture
dated 25th
Jan. 1842.

trust for the said Sir *Richard Godin Simeon*, his Heirs and Assigns, and to attend the Inheritance: And whereas by an Indenture, dated the Twenty-seventh Day of *September* One thousand eight hundred and forty-two, between *Henry Sewell* of the First Part, Sir *Richard Godin Simeon* of the Second Part, Sir *George Baker*, *Thomas Somers Cocks*, and *Robert Burleigh Sewell* of the Third Part, the then outstanding legal Estate of and in part of the *Saint John's* Estate was limited to the Use of the said Sir *George Baker*, *Thomas Somers Cocks*, and *Robert Burleigh Sewell*, their Heirs and Assigns for ever, subject to the Equity of Redemption under the First Mortgage: And whereas by the First Mortgage and that Indenture the legal Estate in Fee Simple of and in the *Saint John's* Estate was vested in Sir *George Baker*, *Thomas Somers Cocks*, and *Robert Burleigh Sewell*, and still remains vested in them: And whereas by an Indenture (herein-after referred to as the Second Mortgage), dated the Twenty-fifth Day of *January* One thousand eight hundred and forty-two, between Sir *Richard Godin Simeon* of the one Part and *Philip Williams* of the other Part, the *Saint John's* Estate (subject to the First Mortgage) was limited to the Use of *Philip Williams*, his Heirs and Assigns for ever, by way of Second Mortgage thereof for securing Fifteen thousand Pounds and Interest; and the reciting Indenture contained a Power to lease in the following Terms; (that is to say,) "Provided also, and it is hereby
 " further agreed and declared, that until default shall be made
 " in Payment of the said Principal Sum of Fifteen thousand Pounds
 " intended to be hereby secured, or some Part thereof, or some Interest
 " for the same, at the Time or Times at which the same respectively
 " shall become payable as aforesaid, contrary to the aforesaid Cove-
 " nant for Payment thereof, and also after any such Default as afore-
 " said so long as the said Sir *Richard Godin Simeon*, his Appointees,
 " Heirs, or Assigns, shall be in the actual Possession of the said
 " Hereditaments and Premises or in the Receipt of the Rents and
 " Profits thereof, it shall be lawful for him the said Sir *Richard*
 " *Godin Simeon*, his Appointees, Heirs, or Assigns, at any Time or
 " Times and from Time to Time, by any Indenture or Indentures to
 " be sealed and delivered by him or them in the Presence of and to
 " be attested by Two or more credible Witnesses, to demise or lease,
 " or limit or appoint by way of Demise or Lease, the said Heredita-
 " ments and Premises herein-before appointed and released or
 " expressed so to be, or any of them, or any Part or Parts thereof, to
 " any Person or Persons who shall improve or covenant to improve
 " the same by erecting thereon any Messuage or Dwelling House, or
 " Messuages or Dwelling Houses, or other Building or Buildings, or
 " by rebuilding or repairing any Messuage or Dwelling House or
 " other Building or Buildings, or by otherwise expending in the
 " Improvement of the said Premises such Sum or Sums of Money as
 " the

Sir John Simeon's Leasing Act, 1861.

“ the said Sir *Richard Godin Simeon*, his Appointees, Heirs, or
 “ Assigns, shall think reasonable, for any Term or Number of Years
 “ absolute, to take effect in possession, and not in reversion or by way
 “ of future Interest, so as there be reserved on every such Demise or
 “ Lease, or Limitation or Appointment by way of Demise or Lease,
 “ the best or most improved yearly Rent or Rents to be payable
 “ during the whole Continuance of the Term or Estate thereby
 “ created, and to be incident to the immediate Reversion of the
 “ Premises therein comprised, that can be reasonably obtained, without
 “ taking any Fine, Premium, or Foregift for the making thereof, and so
 “ as there be contained in every such Demise or Lease, or Limitation or
 “ Appointment by way of Demise or Lease, all proper Covenants for
 “ Payment of the Rent or Rents thereby reserved, and for repairing
 “ and keeping in repair the Buildings and Premises therein com-
 “ prised, and for insuring the said Buildings or Premises against Loss
 “ or Damage by Fire, and also a Condition of Re-entry for Non-
 “ payment of the Rent or Rents thereby reserved, or Nonperformance
 “ of any of the Covenants therein contained, and so as the Lessee or
 “ Lessees, or Appointee or Appointees, do execute a Counterpart
 “ thereof, and be not in anywise made dispunishable for committing
 “ Waste, and so as an attested Copy of every such Counterpart be
 “ delivered by the said Sir *Richard Godin Simeon*, his Appointees,
 “ Heirs, or Assigns, to the said *Philip Williams*, his Heirs or Assigns,
 “ within Seven Days after the Execution thereof:” And whereas by
 an Indenture by way of Transfer of the Second Mortgage, dated the
 Sixth Day of *October* One thousand eight hundred and forty-eight,
 between the Reverend *Charles Williams* and *Charles Simeon* and
Sarah Jane his Wife of the First Part, *Charles Simeon* and *Sarah*
Jane his Wife of the Second Part, and the Reverend *Robert Sumner*
 and *Robert Burleigh Sewell* of the Third Part, (wherein were recited
 the Death of *Philip Williams* on or about the Ninth Day of *October*
 One thousand eight hundred and forty-three, intestate as to Estates
 vested in him as a Mortgagee, but having by his Will, dated the
 Ninth Day of *November* One thousand eight hundred and forty-one,
 appointed *Charles Williams* and *Sarah Jane Simeon* (then *Sarah*
Jane Williams, Spinster) Executor and Executrix thereof, and the
 Proof of the Will by them in the Prerogative Court of *Canterbury*
 on the Fifth Day of *December* One thousand eight hundred and
 forty-three, and the Marriage of *Sarah Jane Williams*, the only
 Child and Heiress-at-Law of *Phillip Williams*, with *Charles Simeon*,)
 the Principal Money and Interest secured by the Second Mort-
 gage were assigned by *Charles Simeon* and *Sarah Jane* his Wife
 to *Robert Sumner* and *Robert Burleigh Sewell*, their Executors,
 Administrators, and Assigns, and the *Saint John's* Estate was con-
 veyed by *Charles Simeon* and *Sarah Jane* his Wife unto and
 to the Use of *Robert Sumner* and *Robert Burleigh Sewell*, their

Indenture,
 dated 6th
 Oct. 1848.

[Private.]

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Heirs

Sir John Simeon's Leasing Act, 1861.

Indenture,
dated 6th
Aug. 1851.

Heirs and Assigns, subject to the Equity of Redemption subsisting therein by virtue of the Second Mortgage: And whereas by an Indenture (herein-after referred to as the Third Mortgage), dated the Sixth Day of *August* One thousand eight hundred and fifty-one, between Sir *Richard Godin Simeon* of the one Part and the Reverend *Charles Williams* of the other Part, the *Saint John's* Estate (subject to the First and Second Mortgages) was conveyed by Sir *Richard Godin Simeon* unto and to the Use of *Charles Williams*, his Heirs and Assigns for ever, by way of Third Mortgage thereof for securing Eight thousand Pounds and Interest; and in the reciting Indenture was contained a Power to lease in the following Terms; (that is to say), "Provided also, and it is hereby further
 " agreed and declared, that until default shall be made in Payment
 " of the said Principal Sum of Eight thousand Pounds, or some Part
 " thereof, or some Interest for the same, at the Time at which such
 " Principal Money or Interest shall respectively become payable;
 " contrary to the aforesaid Covenant for Payment thereof, and also
 " after any such Default as aforesaid so long as the said Sir *Richard*
 " *Godin Simeon*, his Appointees, Heirs, or Assigns, shall be in the
 " actual Possession of the said Hereditaments and Premises, or in the
 " Receipt of the Rents and Profits thereof, it shall be lawful for him
 " the said Sir *Richard Godin Simeon*, his Appointees, Heirs, and
 " Assigns, at any Time or Times and from Time to Time, by any
 " Indenture or Indentures to be sealed and delivered by him or them
 " in the Presence of and to be attested by Two or more credible
 " Witnesses, to demise or lease, or limit or appoint by way of Demise
 " or Lease, the said Hereditaments and Premises herein-before ap-
 " pointed and granted, or expressed so to be, or any of them, or any
 " Part or Parts thereof, to any Person or Persons who shall improve
 " or covenant to improve the same by erecting thereon any Messuage
 " or Dwelling House, or Messuages or Dwelling Houses, or other
 " Building or Buildings, or by rebuilding or repairing any Messuage
 " or Dwelling House, or Messuages or Dwelling Houses, or other
 " Building or Buildings, or by otherwise expending on the Improve-
 " ment of the said Premises such Sum or Sums of Money as the said
 " Sir *Richard Godin Simeon*, his Appointees, Heirs, or Assigns,
 " shall think reasonable, for any Term or Number of Years absolute,
 " to take effect in possession, and not in reversion or by way of
 " future Interest, so as there be reserved on every such Demise or
 " Lease, or Limitation or Appointment by way of Demise or Lease,
 " the best or most improved yearly Rent or Rents, to be payable
 " during the whole Continuance of the Term or Estate thereby
 " created, and to be incident to the immediate Reversion of the Pre-
 " mises therein comprised, that can be reasonably obtained, without
 " taking any Fine, Premium, or Foregift for the making thereof, and
 " so as there be contained in every such Demise or Lease, or Limita-
 " tion

Sir John Simeon's Leasing Act, 1861.

“ tion or Appointment by way of Demise or Lease, all proper Cove-
 “ nants for Payment of the Rent or Rents thereby reserved, and for
 “ repairing and keeping in repair the Buildings and Premises therein
 “ comprised, and for insuring the said Buildings and Premises against
 “ Loss and Damage by Fire, and also a Condition for Re-entry for
 “ Nonpayment of the Rent or Rents thereby reserved, or Non-
 “ performance of any of the Covenants therein contained, and so as
 “ the Lessee or Lessees, or Appointee or Appointees, do execute a
 “ Counterpart thereof, and be not in anywise made dispunishable for
 “ committing Waste, and so as an attested Copy of every such
 “ Counterpart be delivered by the said *Sir Richard Godin Simeon*,
 “ his Appointees, Heirs, or Assigns, to the said *Charles Williams*, his
 “ Heirs or Assigns, within Seven Days after the Execution thereof:”

And whereas *Sir Richard Godin Simeon* departed this Life on or about the Fourth Day of *January* One thousand eight hundred and fifty-four, having by his last Will and Testament in Writing, dated the Nineteenth Day of *October* One thousand eight hundred and thirty-nine, and duly executed and attested as then required for devising Freehold Estates, given and devised as follows; (that is to say,) “ To my beloved Wife I leave the Use for her Life of every-
 “ thing of which I die possessed, whether Lands, Monies, or Chattels,
 “ with the Reservation that everything (save and except the Be-
 “ quests made by this Will to my younger Children) shall upon
 “ her Death pass to our eldest Son:” And whereas *Sir Richard Godin Simeon's* Wife died in his Lifetime, and he left *John Simeon* Esquire, now *Sir John Simeon* Baronet, his eldest Son and Heir-at-Law: And whereas the Will of *Sir Richard Godin Simeon*, deceased, was proved by the surviving Executor thereof on the Fifteenth Day of *February* One thousand eight hundred and fifty-four in the Prerogative Court of *Canterbury*: And whereas *Sir John Simeon*, on the Death of *Sir Richard Godin Simeon*, became entitled to the Equity of Redemption of the *Saint John's* Estate, subject to the First, Second, and Third Mortgages respectively: And whereas by Indenture (by way of Transfer of Mortgage) dated the Fourteenth Day of *March* One thousand eight hundred and fifty-seven, between the Reverend *Charles Williams* of the First Part, *Sir John Simeon* of the Second Part, *Sarah Jane*, the Wife of *Charles Simeon*, of the Third Part, and *Charles Simeon* of the Fourth Part, (wherein it was recited that the Principal Sum of Three thousand Pounds only then remained owing to *Charles Williams* on the Security of the Third Mortgage,) the *Saint John's* Estate was conveyed by *Charles Williams* unto and to the Use of *Charles Simeon*, his Heirs and Assigns for ever, subject to the Equity of Redemption on Payment of Three thousand Pounds and Interest then subsisting therein under the Third Mortgage, and the same Principal Sum and Interest were assigned by *Charles Williams* to

Indenture.
 dated 14th
 March 1857.

Charles

Sir John Simeon's Leasing Act, 1861.

Indenture,
dated 31st
Dec. 1858.

Charles Simeon, his Executors, Administrators, and Assigns : And whereas by an Indenture (by way of Transfer of Mortgage), dated the Thirty-first Day of *December* One thousand eight hundred and fifty-eight, between *Charles Simeon* of the First Part, *Sir John Simeon* of the Second Part, *Sir William Heathcote* of *Hursley Park* in the County of *Southampton*, Baronet, and *Cornwall Simeon* of *Swainston* in the *Isle of Wight*, Esquire, of the Third Part, the Principal Sum of Three thousand Pounds and Interest then remaining secured by the Third Mortgage were assigned by *Charles Simeon* to *Sir William Heathcote* and *Cornwall Simeon*, their Executors, Administrators, and Assigns, and the *Saint John's* Estate was granted by *Charles Simeon* and confirmed by *Sir John Simeon* unto and to the Use of *Sir William Heathcote* and *Cornwall Simeon*, their Heirs and Assigns, discharged from the Equity of Redemption then subsisting therein under the Third Mortgage, and subject to a new Proviso for Redemption on Payment of Three thousand Pounds and Interest ; and in the reciting Indenture was contained a Power to lease in the following Terms ; (that is to say,)

“ Provided always, that until default shall be made in Payment of
 “ the said Principal Sum of Three thousand Pounds intended to be
 “ hereby secured, or some Part thereof, or some Interest for the
 “ same, at the Time or Times at which the same respectively shall
 “ become payable as aforesaid, contrary to the aforesaid Covenant
 “ for Payment thereof, and also after any such Default as aforesaid
 “ so long as the said *Sir John Simeon*, his Heirs or Assigns, shall be
 “ in the actual Possession of the said Hereditaments and Premises,
 “ or in the Receipt of the Rents and Profits thereof, it shall be
 “ lawful for him the said *Sir John Simeon*, his Heirs or Assigns, at
 “ any Time or Times and from Time to Time, by any Indenture or
 “ Indentures to be sealed and delivered by him or them in the
 “ Presence of and to be attested by Two or more credible Witnesses,
 “ to demise or lease, or limit or appoint by way of Demise or Lease,
 “ the said Hereditaments and Premises herein-before expressed to be
 “ hereby granted, or any of them, or any Part or Parts thereof, to
 “ any Person or Persons who shall improve or covenant to improve
 “ the same by erecting thereon any Messuage or Dwelling House,
 “ or Messuages or Dwelling Houses, or other Building or Build-
 “ ings, or by rebuilding or repairing any Messuage or Dwelling
 “ House or other Building or Buildings, or by making Roads or
 “ Sewers or otherwise, for any Term or Number of Years abso-
 “ lute, to take effect in possession and not in reversion or by
 “ way of future Interest, and with such Covenants and Con-
 “ ditions as the said *Sir John Simeon*, his Heirs or Assigns, shall
 “ think fit, so as there be reserved on every such Demise or Lease,
 “ or Limitation or Appointment by way of Demise or Lease, the
 “ best or most improved yearly Rent or Rents, to be payable during
 “ the

Sir John Simeon's Leasing Act, 1861.

“ the whole Continuance of the Term or Estate thereby created, and
 “ to be incident to the immediate Reversion of the Premises therein
 “ comprised, that can be reasonably obtained, without taking any
 “ Fine, Premium, or Foregift for the making thereof:” And whereas
Robert Sumner departed this Life on the Twentieth Day of *December*
 One thousand eight hundred and fifty-eight: And whereas by Deed
 Poll, dated the Thirty-first Day of *December*, One thousand eight
 hundred and fifty-eight, under the Hand and Seal of Sir *John Simeon*,
 he further charged the *Saint John's* Estate in favour of Sir *William*
Heathcote and *Cornwall Simeon* with One thousand Pounds and
 Interest: And whereas at divers Times after the making of the First
 Mortgage Sir *Richard Godin Simeon* during his Life granted Building
 Leases for long Terms of Years of divers Parts of the *Saint John's*
 Estate, and since his Decease Sir *John Simeon* has granted other
 Building Leases for long Terms of Years of other Parts of the *Saint*
John's Estate: And whereas the Leases so granted are specified in
 the Second Schedule to this Act annexed: And whereas many Under-
 leases of Parts of the *Saint John's* Estate so leased have been
 granted: And whereas many Houses and Buildings have been built
 by the Lessees and Under-lessees respectively on the Lands so
 leased: And whereas on the Twelfth Day of *November*, One thousand
 eight hundred and forty-five, Sir *Richard Godin Simeon* granted to
William Stratton a Parcel of Land, Part of the *Saint John's* Estate,
 for the Term of Nine hundred and ninety-nine Years, and *William*
Stratton afterwards granted various Portions of the Land so demised
 to him to other Persons as Under-lessees: And whereas on the
 Eighteenth Day of *December* One thousand eight hundred and fifty-
 four *William Stratton*, without the Concurrence of any of his Under-
 lessees, surrendered to Sir *John Simeon* the Lease of the Twelfth
 Day of *November* One thousand eight hundred and forty-five, and
 he demised the Hereditaments comprised in that Lease to *William*
Stratton for a new Term of Nine hundred and ninety-nine Years:
 And whereas *Robert Henry Sawyer*, to whom the Four Terms of
 Years respectively were assigned, and in whom those Terms still
 remain vested as unsatisfied Terms, did not concur in any of the
 Leases, and it is apprehended that by reason thereof the Terms
 granted by the Leases are not legal Terms in possession: And
 whereas, so far as regards the beneficial Interests of the Reversioners,
 the Leases are in substantial Compliance with the Requirements of
 the several recited Powers of leasing, but in some less material
 Particulars those Requirements have not in all respects been com-
 plied with, and by reason thereof the Validity of some of the Leases
 is questioned, and Litigation in that Behalf has been threatened: And
 whereas the yearly Interest now payable under the First, Second, and
 Third Mortgages, and the further Charge, respectively amounts to
 One thousand three hundred and sixty Pounds: And whereas the

Deed Poll,
 dated 31st
 Dec. 1858.

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Sir John Simeon's Leasing Act, 1861.

net yearly Income from the *Saint John's Estate* exceeds One thousand six hundred Pounds: And whereas *Sir John Simeon* is desirous, and it is just to the Lessees and Under-lessees, that their respective Terms should be legal Terms, and all Doubt with respect to the Validity of the Leases should be removed; and it is just to the Reversioners that their Rights and Remedies should be effectual at Law, and in order thereto the Leases should be confirmed and made valid and effectual as from the respective Times of the making thereof, and it is expedient that the Powers of leasing the *Saint John's Estate* should be regulated and made more effectual: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subject, *Sir John Simeon* Baronet, doth most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may for all Purposes be cited as "*Sir John Simeon's Leasing Act, 1861.*"

Confirmation of Lease to *William Stratton*.

2. The Lease granted to *William Stratton* on the Twelfth Day of *November* One thousand eight hundred and forty-five as from the Day of the Date thereof, but only as against *Sir Richard Godin Simeon*, his Heirs and Assigns, and the Surrender of that Lease on the Eighteenth Day of *December* One thousand eight hundred and fifty-four, but only as against *Sir John Simeon*, his Heirs and Assigns, are respectively by this Act confirmed and made valid and effectual to all Intents and Purposes whatsoever.

Notice of passing of this Act to be given to Lessees.

3. Within Three Months after the passing of this Act *Sir John Simeon*, his Heirs or Assigns, shall give to the respective Persons in whom the several Terms of Years purporting to be granted by the several Leases respectively specified in the Second Schedule to this Act annexed are, or, if those Terms respectively were valid legal Terms, would be then vested legally and beneficially, Notice in Writing of the passing of this Act, accompanied by a Copy of this Act.

On Request of Lessees Leases to be confirmed.

4. Where any Person or Persons in whom the Terms of Years purporting to be granted by any Lease specified in the Second Schedule to this Act annexed is, or, if the same were a valid legal Term, would be vested at Law, and if he or they be not solely entitled beneficially to the same, then the Person or Persons beneficially entitled shall at any Time give to *Sir John Simeon*, his Heirs or Assigns, Notice in Writing of the Desire of the same Person or
Persons

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Persons that the respective Lease should be confirmed by this Act, the respective Lease may and shall be confirmed accordingly.

5. The Confirmation shall be by a Memorandum in Writing indorsed on or annexed to the respective Lease, and the Counterpart thereof respectively, and the Memorandum of Confirmation shall be in the Form set forth in the Third Schedule to this Act annexed, or as near thereto as is found convenient, and shall be signed by the Person or Persons requesting the Confirmation, and also by *Sir John Simeon*, his Heirs or Assigns.

Memorandum of Confirmation.

6. Any Memorandum endorsed on or annexed to any Lease specified in the Second Schedule to this Act annexed, or the Counterpart thereof, and purporting to be a Memorandum of Confirmation as provided by this Act, and to be signed by the Person or Persons requesting the Confirmation, and by *Sir John Simeon*, his Heirs or Assigns, shall of itself be both at Law and in Equity Evidence to all Intents and Purposes that the respective Lease to which it relates is confirmed by this Act.

Validity of Memorandum of Confirmation.

7. Every Lease specified in the Second Schedule to this Act annexed on or to which a Memorandum of Confirmation as provided by this Act is indorsed or annexed, is by this Act confirmed and made valid and effectual, to all Intents and Purposes whatsoever, as from the Time of the making of the same.

Leases specified in Second Schedule confirmed.

8. The several Terms of Years purporting to be granted by the Leases confirmed by this Act respectively shall, by virtue of this Act, be legal Terms as from the Commencement thereof respectively; and the Exceptions, Reservations, Covenants, Conditions, Powers, and Provisoos made by and contained in those Leases respectively shall be valid and effectual at Law as well as in Equity; and the several Rents reserved by those Leases respectively shall be incident to the immediate Reversion; and the Lessees thereunder, their Executors, Administrators, and Assigns, and every of them respectively, and the Reversioners, their Heirs, Executors, Administrators, and Assigns, and every of them respectively, shall have the same or the like Powers, Authorities, Rights, and Remedies, at Law as well as in Equity, as if those Leases respectively had, with the Concurrence of all Persons from Time to Time interested in the Equity of Redemption subsisting in the *Saint John's Estate* by virtue of the First Mortgage, been granted by *Robert Henry Sawyer*, *Sir George Baker*, *Thomas Somers Cocks*, and *Robert Burleigh Sewell*.

Terms granted by those Leases to be legal Terms, &c.

9. So long as *Sir John Simeon*, his Heirs or Assigns, shall be in the actual Possession of the *Saint John's Estate*, or any Part thereof,

Power to lease.

or

Sir John Simeon's Leasing Act, 1861.

or in the Receipt of the Rents and Profits thereof, he or they from Time to Time, by Indenture, may lease the same, or any Parts thereof, except the Parts comprised in the Leases specified in the Second Schedule while those Leases respectively are in force, to any Persons who shall have improved or shall improve or shall covenant to improve the same by erecting thereon any Messuages, Dwelling Houses, or other Buildings, or by making Roads or Sewers, or otherwise, for any Terms of Years, to take effect in Possession within Six Months after the making thereof respectively, and not otherwise in reversion or by way of other future Interest, and with such usual and proper Covenants and Conditions as he or they, having regard to the Circumstances, shall think fit, so as there be reserved by every such Lease the best or most improved yearly Rent, to be payable during the Term thereby granted, and to be incident to the immediate Reversion of the Land thereby demised, that can reasonably be obtained, without Fine, Premium, or Foregift; and the yearly Rent reserved by any Lease so made may increase periodically, but so that the full yearly Rent thereby reserved shall be payable within Five Years after the making of the Lease: Provided, that a Lease shall not be deemed to be a Lease in reversion by reason of its taking effect during the Continuance of a Tenancy not being greater than a Tenancy from Year to Year.

Leases
to override
Terms and
legal Estate.

10. The Leases so granted shall override the Terms of One thousand Years, Five hundred Years, One thousand Years, and One thousand Years respectively, now vested in *Robert Henry Sawyer*, and the legal Estate now vested in *Sir George Baker*, *Thomas Somers Cocks*, and *Robert Burleigh Sewell*, as if those Leases were duly made in exercise of a Power to limit a Use or grant an Estate to take effect immediately prior to those Terms of Years respectively.

General
Saving.

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

Persons
bound by
Act.

12. Provided always, That the following Persons are expressly excepted out of the General Saving in this Act contained, and they accordingly are the only Persons bound by this Act; (that is to say,) First, where any Lease specified in the Second Schedule to this Act annexed is confirmed under the Provisions in that Behalf of this

Sir John Simeon's Leasing Act, 1861.

this Act, then all Persons legally and beneficially interested under that Lease, their Heirs, Executors, Administrators, and Assigns :

Secondly, *Robert Henry Sawyer*, his Executors, Administrators, and Assigns, in respect of the Terms of One thousand Years, Five hundred Years, One thousand Years, and One thousand Years respectively, and all Persons now and from Time to Time hereafter entitled under the Trusts of those Terms respectively :

Thirdly, *Sir George Baker* Baronet, *Thomas Somers Cocks*, and *Robert Burleigh Sewell* (as First Mortgagees of the *Saint John's* Estate), their Heirs, Executors, Administrators, and Assigns, and all Persons now and from Time to Time hereafter interested in the Principal Money and Interest secured by the First Mortgage :

Fourthly, *Robert Burleigh Sewell* (as surviving Second Mortgagee of the *Saint John's* Estate), his Heirs, Executors, Administrators, and Assigns, and all Persons now and from Time to Time hereafter interested in the Principal Money and Interest secured by the Second Mortgage :

Fifthly, *Sir William Heathcote* Baronet and *Cornwall Simeon* (as Third Mortgagees of the *Saint John's* Estate), their Heirs, Executors, Administrators, and Assigns, and all Persons now and from Time to Time hereafter interested in the Principal Monies and Interest secured by the Third Mortgage and the further Charge respectively :

Sixthly, *Sir John Simeon* Baronet, his Heirs, Executors, Administrators, and Assigns.

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

Act as
printed by
Queen's
Printers to
be Evidence.

Sir John Simeon's Leasing Act, 1861.

SCHEDULES to which the foregoing Act refers.

THE FIRST SCHEDULE.

The *Saint John's* Estate in the Parish of *Saint Helens* in the *Isle of Wight* in the County of *Southampton*, containing 313 Acres or thereabouts.

Chas. Wyatt Estcourt.

THE SECOND SCHEDULE.

Leases confirmed by the foregoing Act.

Dates of Lease.	Lessor.	Lessee.	Yearly Rent reserved.		
			£.	s.	d.
11th October 1833 -	Sir Richard Godin Simeon	Thomas Dashwood - - -	70	13	4
18th December 1840	Sir Richard Godin Simeon	Richard Godman Kirkpatrick	69	0	0
6th July 1841 -	Sir Richard Godin Simeon	William Stratton - - -	44	0	0
24th June 1847 -	Sir Richard Godin Simeon	George Young - - -	14	15	0
1st February 1849 -	Sir Richard Godin Simeon	William Sanders - - -	5	0	0
1st February 1849 -	Sir Richard Godin Simeon	William White - - -	4	10	0
6th January 1850 -	Sir Richard Godin Simeon	William White - - -	3	0	0
11th October 1850 -	Sir Richard Godin Simeon	James Harris - - -	1	10	0
11th October 1850 -	Sir Richard Godin Simeon	James Harris - - -	3	0	0
11th October 1850 -	Sir Richard Godin Simeon	William White - - -	1	10	0
11th October 1850 -	Sir Richard Godin Simeon	William Cooke - - -	6	0	0
11th October 1850 -	Sir Richard Godin Simeon	Francis Read - - -	2	0	0
11th October 1850 -	Sir Richard Godin Simeon	William White - - -	3	0	0
11th October 1850 -	Sir Richard Godin Simeon	Francis Read - - -	6	10	0
8th November 1850	Sir Richard Godin Simeon	Francis Read - - -	0	1	0
28th February 1851 -	Sir Richard Godin Simeon	Charles Taylor - - -	6	0	0
10th May 1851 -	Sir Richard Godin Simeon	James Harris - - -	1	0	0
17th March 1852 -	Sir Richard Godin Simeon	Francis Read - - -	6	0	0
18th March 1852 -	Sir Richard Godin Simeon	Charles Taylor - - -	3	0	0
6th April 1852 -	Sir Richard Godin Simeon	Francis Read - - -	1	10	0
30th June 1852 -	Sir Richard Godin Simeon	Francis Read - - -	4	0	0
1st March 1853 -	Sir Richard Godin Simeon	James Harbour - - -	6	0	0
6th April 1854 -	Sir John Simeon - - -	Edward Baker - - -	2	0	0
11th October 1854 -	Sir John Simeon - - -	John Morford Cottle - - -	25	0	0
18th December 1854	Sir John Simeon - - -	William Stratton - - -	90	0	0
6th April 1856 -	Sir John Simeon - - -	Edward Marvin - - -	18	0	0
6th April 1856 -	Sir John Simeon - - -	Edward Thurlow - - -	18	0	0
6th July 1856 -	Sir John Simeon - - -	Thomas Hellyer - - -	13	5	0

Sir John Simeon's Leasing Act, 1861.

Dates of Lease.	Lessor.	Lessee.	Yearly Rent reserved.
			£ s. d.
12th August 1856 -	Sir John Simeon -	Robert Withers -	10 0 0
5th October 1857 -	Sir John Simeon -	William Withers -	8 10 0
11th October 1857 -	Sir John Simeon -	Edward Marvin -	15 0 0
1st November 1857 -	Sir John Simeon -	Rodolphe Zelaziewitch -	25 0 0
6th January 1858 -	Sir John Simeon -	James Rayner -	9 10 0
29th March 1858 -	Sir John Simeon -	Richard Marvin -	18 0 0
3rd April 1858 -	Sir John Simeon -	Josiah Geo. Jones -	9 10 0
29th May 1858 -	Sir John Simeon -	Henry William Fosbery -	20 0 0
29th May 1858 -	Sir John Simeon -	Shem Comden -	13 5 0
6th July 1858 -	Sir John Simeon -	James Drage Merest -	28 2 6
11th October 1858 -	Sir John Simeon -	Josiah Cutler -	20 0 0
11th October 1858 -	Sir John Simeon -	Thomas and Jas. Dashwood -	20 12 6
11th October 1858 -	Sir John Simeon -	John Meader -	15 0 0
6th April 1859 -	Sir John Simeon -	Samuel Veasey -	22 10 0
6th April 1859 -	Sir John Simeon -	Samuel Veasey -	3 15 0
6th April 1859 -	Sir John Simeon -	Edward Marvin -	22 10 0
6th April 1859 -	Sir John Simeon -	William Gibbs -	11 16 3
6th April 1859 -	Sir John Simeon -	William Gibbs -	11 16 3
6th July 1860 -	Sir John Simeon -	Richard Marvin -	12 15 0
6th July 1860 -	Sir John Simeon -	John Francis Wheeler -	12 0 0
11th October 1860 -	Sir John Simeon -	Benjamin Archer Kent -	20 0 0
5th January 1861 -	Sir John Simeon -	John William Jolliffe -	10 10 0

Chas. Wyatt Estcourt.

THE THIRD SCHEDULE.

Form of Memorandum of Confirmation of Lease.

Memorandum.—That at the Request of the undersigned [*A.B. &c.*], in whom by virtue of [*&c.*] the Term of Years purporting to be granted by the within Indenture [*or* the Indenture of Lease, *&c.* to which this Memorandum is annexed] is, or, if that Term were a valid legal Term, would be now vested, and of the undersigned [*C.D. &c.*], being the Person [*or* Persons] beneficially entitled [*&c.*], that Lease is confirmed by Sir *John Simeon's* Leasing Act, 1861. As witness our Hands, this

Day of A.D. 18

(Signed) *A.B., &c.**C.D., &c.*

JOHN SIMEON.

LONDON:

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