



ANNO QUADRAGESIMO PRIMO

# GEORGI II. REGIS.

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## Cap. 112.

An Act to enable the Curate of the Chapelry of *Saint Hilds*, in the Parish of *Farrow*, in the County of *Durham*, to grant a Building Lease of a certain Parcel of Ground lying contiguous to the Town of *South Shields* in the said County, and belonging to the said Chapelry. [20th June 1801.]

**W**HEREAS the Reverend *Richard Wallis*, Curate of the Chapel and Chapelry of *Saint Hilds*, in the Parish of *Farrow*, in the County and Diocese of *Durham*, is, under and by virtue of the Nomination of the Dean and Chapter of *Durham* of the Cathedral Church of *Christ* and *Blessed Mary* the Virgin, Patrons of the said Chapelry of *Saint Hilds*, entitled to the Use and Occupation of a certain Parcel of Ground, containing Two Acres or thereabouts, lying within the Township of *Westoe* and Manor of *Westoe* in the said County, but contiguous to and near the Middle of the Town of *South Shields* in the said County, and bounded on the North by a Street called *Chapter Row*, on the East by a Lane or Passage leading from *South Shields* to the Town of *Westoe*, on the South by the Mill Dam, and on the West by the Burial Ground

Recital that the Curate of *Saint Hilds*, in the Parish of *Farrow*, in the County of *Durham*, is entitled to a Piece of Ground contiguous to the Town of *South Shields*, convenient to be built upon.

[Loc. & Per.]

22 D

Ground



17th February  
1801, Agree-  
ment between  
Mr. Wallis  
and Messrs.  
Robson and  
Fairles, for  
granting a  
Building  
Lease of the  
said Piece of  
Ground for  
999 Years.

Ground of the said Chapel of *Saint Hilds*: And whereas the Income of the Curate of the said Chapel arising from the said Chapelry is small: And whereas the said Town of *South Shields* adjoins the South Side of the Port or Haven near the Mouth of the River *Tyne*, called *Shields Harbour*, where the Ships using the Coal Trade, and resorting to the Port of *Newcastle-upon-Tyne*, generally receive great Parts of their Cargoes, and where Ships trading from other Ports frequently deliver their Cargoes; by reason whereof, and of the many considerable Manufactures carried on in the said Town, it has lately become very populous, and additional Houses and other Buildings are now very much wanted therein, for the Use and Accommodation of the Inhabitants and of such Manufactories: And whereas the aforesaid Parcel of Ground, lying as before-mentioned, is well and conveniently situated for erecting commodious Houses and other Buildings thereon, and might by that Means be very considerably increased in Value, to the general Convenience and Benefit of the Inhabitants of the said Town of *South Shields*, and all Persons resorting thereto: And whereas by Articles of Agreement indented, bearing Date the Seventeenth Day of February One thousand eight hundred and one, and made between the said *Richard Wallis* of the one Part, and *Henry Robson* and *Nicholas Fairles*, both of *South Shields* aforesaid, Esquires, of the other Part, reciting to the Effect herein-before recited, and also reciting that the said *Richard Wallis*, with the Consent of the Honourable and Right Reverend *Shute* Lord Bishop of *Durham*, the proper Ordinary in that Behalf, and also of the said Dean and Chapter, had contracted with the said *Henry Robson* and *Nicholas Fairles* in the Manner therein-after mentioned, the said *Richard Wallis* did covenant with the said *Henry Robson* and *Nicholas Fairles*, their Executors, Administrators, and Assigns, that he the said *Richard Wallis*, his Heirs, Executors, or Administrators, would without Delay endeavour to obtain an Act of Parliament to enable him the said *Richard Wallis* or his Successors, Curates of the said Chapelry, to demise the said Piece or Parcel of Ground to the said *Henry Robson* and *Nicholas Fairles*, their Executors, Administrators, or Assigns, for the Term of Nine hundred and ninety-nine Years, to commence and bear Date on the Day next after the passing of the said Act, for the Purpose of building or erecting, or causing to be built or erected upon the same Ground, any new Houses, Outhouses, Edifices, Buildings, or Structures, or for the Purpose of laying out any new Plot or Plots, Quantity or Quantities, Parcel or Parcels of Ground as or for any Ways, Passages, Streets, or Avenues for the Use and Convenience of the Purchasers or Lessees, and other the Tenants and Occupiers of the same Premises, or as or for any Courts, Yards, or Gardens to be adjoining or belonging to any such Houses, Outhouses, Edifices, Buildings, or Structures, or for the Purpose of rebuilding or repairing any of the Messuages, Tenements, Erections, or Buildings which should at any Time thereafter be standing or being upon or in any Parts of the same Ground, subject to the Payment of such Annual Rent or Stipend to the said *Richard Wallis* and his Successors, during the said Term as is therein-after mentioned, whenever the said *Henry Robson* and *Nicholas Fairles*, their Executors, Administrators, or Assigns, should meet with Persons to contract for the same, or any Part or Parts thereof; in Consideration whereof, the said *Henry Robson* and *Nicholas Fairles* did thereby covenant with the said *Richard Wallis* and his Successors (Curates for the Time being) and their Assigns, that they would defray the Expences of obtaining the said Act, and indemnify the said *Richard Wallis* and his Successors



Successors against the Payment thereof, and would well and truly pay, or cause to be paid to the said *Richard Wallis* and his Successors, Curates for the Time being, the Sum of Fifty-seven Pounds Ten Shillings at the End of Twelve Calendar Months after the Day of passing the said Act, and the Sum of One hundred and fifteen Pounds at the End of the Second Year after the passing thereof, and would in future pay to the said *Richard Wallis* and his Successors, during the Remainder of the said Term, the annual Sum of One hundred and fifteen Pounds by Two Half-yearly Payments in each Year; and that in every Grant or Demise which they the said *Henry Robson* and *Nicholas Fairles*, their Executors, Administrators, or Assigns, should make or execute to any Person or Persons who should become Purchasers or Sub-lessees of any Part of the said Ground, there should be contained in such Grant or Demise a Covenant on the Part of such Sub-lessee, for building or erecting upon the Parts to be assigned good and sufficient Buildings or Erections, within a specifick Time to be therein named, and also a Covenant to enable the said *Richard Wallis* and his Successors, in Default of Payment of the annual Sum or Stipend within the Space of Thirty Days next after any Half-yearly Day, to enter and distrain upon any of the Houses or other Erections which should be built upon the said Piece of Ground, so as such Distress should not in any One Instance amount to more than One Year's annual Rent, which should be reserved in and by such Grant or Demise to each Sub-tenant or Lessee, so far as it might become a proportionable Part of the annual Sums or Stipend then due to the said *Richard Wallis* or his Successors, and the Payment of such Year's Rent to the said *Richard Wallis* or his Successors, should be deemed a good Payment by such Sub-tenant or Lessee, and deducted from any Monies which might become due from him or her to the said *Henry Robson* and *Nicholas Fairles*, their Executors, Administrators, or Assigns, for or on Account of the Rents to be reserved and made payable to them: And whereas the confirming and effectuating of the said Agreement will be for the mutual Benefit of the said *Richard Wallis* and his Successors, and of the said *Henry Robson* and *Nicholas Fairles*, their Executors, Administrators, and Assigns, and will be productive of very desirable Accommodation to the Inhabitants of, and other Persons resorting to, the said Town of *South Shields*; but by reason of the disabling and restraining Statutes passed in the Reign of Her late Majesty Queen *Elizabeth*, or of some other Act or Acts of Parliament now in force, the same cannot be done without the Aid and Authority of Parliament; may it therefore please 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 from and after the Twenty-third Day of *June* in the Year of our Lord One thousand eight hundred and one, the said recited Agreement bearing Date the Seventeenth Day of *February* One thousand eight hundred and one, and so made and entered into by and between the said *Richard Wallis*, and *Henry Robson* and *Nicholas Fairles*, and every Article, Clause, Matter, and Thing therein contained, shall be, and the same is and are hereby absolutely ratified, confirmed, and established; and that it shall and may be lawful to and for the said *Richard Wallis* or any of his Successors, Curates of the said Chapelry of *Saint Hilds*, and he or any such Successor is hereby fully authorized and empowered, notwithstanding any Statute or Statutes, Act or Acts of Parliament heretofore made and now in force, by Indenture or Indentures to bear Date the Twenty-

Which will be advantageous to the Parties, and productive of a desirable Accommodation to the Inhabitants of *South Shields*.

The Agreement confirmed:

And Mr. *Wallis* empowered to grant a Lease accordingly.



fourth Day of *June* One thousand eight hundred and one, and to be by the said *Richard Wallis* or any of his Successors, Curates of the said Chapelry for the Time being, signed, sealed, and delivered in the Presence of, and attested by, Two or more credible Witnesses, to demise, lease, and grant all the said Parcel of Ground, containing Two Acres or thereabouts, herein-before and in the said recited Articles of Agreement more particularly mentioned and described, and thereby agreed to be demised as aforesaid, and also all Ways, Waters, Watercourses, Rights, Easements, Liberties, Privileges, Profits, Commodities, Advantages, and Appurtenances whatsoever belonging or in anywise appertaining thereto, unto the said *Henry Robson* and *Nicholas Fairles*, Share and Share alike as Tenants in Common, or to their respective Executors, Administrators, or Assigns, for and during the Term of Nine hundred and ninety-nine Years, to commence upon, and be computed from the said Twenty-fourth Day of *June* One thousand eight hundred and one, for the Purpose of building or erecting, or causing to be built or erected upon the said Parcel of Ground, or any Part or Parts thereof, any new Houses, Outhouses, Edifices, Buildings, or Structures; or for the Purpose of laying out any new Plot or Plots, Quantity or Quantities, Parcel or Parcels of Ground, as or for any Ways, Passages, Streets, or Avenues for the Use and Convenience of the Purchasers or Lessees, and other the Tenants and Occupiers of the same Premises, or as or for any Courts, Yards, or Gardens to be adjoining and belonging to any such Houses, Outhouses, Edifices, Buildings, or Structures; or for the Purpose of rebuilding or repairing any of the Houses, Erections, or Buildings which shall or may at any Time or Times hereafter be standing or situated upon, or in any Part or Parts of the same Ground, or for the Purpose of digging out Foundations for such Erections and Buildings, and using the Soil and Materials thereon to the best Advantage; so as that there be reserved and made payable to the said *Richard Wallis* and his Successors for the first Year of the said Term, and to be payable at the Expiration of such first Year, the Rent or Sum of Fifty-seven Pounds Ten Shillings of lawful Money of *Great Britain*; and for the Second Year of the said Term, and to be payable at the Expiration of such Second Year, the Rent or Sum of One hundred and fifteen Pounds of like lawful Money; and for every other Year of the said Term, and to be payable by Two equal Half Yearly Payments in every such other Year, the Yearly Rent or Sum of One hundred and fifteen Pounds of like lawful Money, without taking any Fine, Premium, or Foregift, or any Thing in the Nature of a Fine, Premium, or Foregift, for the making or granting of such Lease; the same several Rents to be payable and paid over and above and clear of all Taxes, Charges, and Impositions whatsoever, Parliamentary or otherwise, and to be attended with the usual Power or Remedy of Distress; and so as that there be contained in such Demise or Lease, a Condition of Re-entry on Non-payment of the Rents to be thereby reserved, or of either of them; and so that the Lessees in such Lease to be named, either or any of them, be not by any Clause or Words to be contained in such Lease made punishable for Waste, or exempted from Punishment for committing Waste (except with regard to any Houses, Edifices, Buildings, or Structures that shall be pulled down for the Purpose of building others, or improving the same, or for the Convenience or Advantage thereof); and so as that the said *Henry Robson* and *Nicholas Fairles*, their Executors, Administrators, or Assigns, or such of them to whom the said Lease shall be made, do execute a Counterpart of such Lease,



Lease, and do thereby covenant for the Payment of the said Yearly Rents of Fifty-seven Pounds Ten Shillings and One hundred and fifteen Pounds thereby to be reserved, over and above all Taxes, Charges, and Impositions whatsoever; and to build and keep in Repair the Houses and other Buildings intended and agreed to be built upon the said Ground, and to build and completely finish, or cause to be built and completely finished, on some Part or Parts of the said Ground, Twenty substantial Dwelling Houses at the least within Ten Years next ensuing the Date of the said Lease, and to expend in building the same Five thousand Pounds of lawful Money of *Great Britain*, and to rebuild or repair the same in case of their or any of them being damaged or destroyed by Fire; and so also as that the said *Henry Robson* and *Nicholas Fairles*, their Executors, Administrators, or Assigns, or such of them to whom the said Lease shall be made, do in and by such Lease or Counterpart covenant, that in every Grant or Demise which they the said *Henry Robson* and *Nicholas Fairles*, their Executors, Administrators, or Assigns, or any of them, shall make and execute to any Person or Persons who shall become a Purchaser or Purchasers, Under Lessee or Under Lessees of any Part or Parts of the said Ground and Premises, there shall be contained the several Covenants next herein-after mentioned and described; (that is to say) a Covenant on the Part of such Purchaser or Under Lessee for building or erecting, upon the Part or Parts to be so granted or demised, or upon so much thereof as shall not have been then already sufficiently built upon, good and sufficient Buildings or Erections, within a specifick Time to be therein named; and a Power to enable the said *Richard Wallis* and his Successors, in Default of Payment of the said yearly Rents of Fifty-seven Pounds Ten Shillings and One hundred and fifteen Pounds, or of either of them, within the Space of Thirty Days next after any of the Half-yearly or other Days of Payment thereof, to enter and distrain upon any of the Houses or other Buildings or Ground which shall be erected upon, or Part of the Premises to be comprized in such Grant or Demise as last-mentioned, and thereby to raise and levy any Monies, not amounting in any one Instance to more than One Year's annual Rent reserved by such Grant or Demise made to any such Purchaser or Under Lessee, nor exceeding a due proportionable Part of the Rent then due to the said *Richard Wallis* or his Successors; and a Covenant that the Receipts of the said *Richard Wallis* and his Successors, or any of them, shall from Time to Time be sufficient Discharges to any such Purchaser or Under Lessee, his Executors, Administrators, or Assigns, on whose Premises such last-mentioned Monies shall be so raised as before-mentioned, or by whom the same shall be paid, for so much of the respective Rent or Rents then due or to become due from him, her, or them, to the said *Henry Robson* and *Nicholas Fairles*, their Executors, Administrators, or Assigns, as such Monies so raised or paid shall amount or be equivalent to, and that such Monies shall or may be deducted from such Rent or Rents accordingly; and the said *Henry Robson* and *Nicholas Fairles*, their Executors, Administrators, or Assigns, or such of them to whom the said Lease for Nine hundred and ninety-nine Years shall be made, shall, in and by that Lease, or the Counterpart thereof, enter into all such other Covenants and Agreements on their Parts to be observed and performed, as are or shall be usual or proper in such Cases.

General  
Saving.

II. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person and Persons, Body and Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators (other than, and except the said *Richard Wallis* and his Successors, Curates of the said Chapelry of *Saint Hilds*, and the said *Henry Robson* and *Nicholas Fairles*, their Executors, Administrators, and Assigns), all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, and out of the said Parcel of Ground and Premises so to be leased as aforesaid, or any Part thereof, as they, every, or any of them had before the passing of this Act, or would or might have had, held, or enjoyed in case this Act had not been made.

Publick Act.

III. And be it further enacted, That this Act shall be adjudged, deemed, and taken to be a Publick Act, and shall be judicially taken Notice of as such by all Judges, Justices, and other Persons whomsoever, without specially pleading the same.

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