



ANNO QUADRAGESIMO OCTAVO

GEORGII III. REGIS.

Cap. 126.

An Act to enable *John Holton Vere*, Devisee for his own Life in Possession of certain Freehold and Copyhold Estates, situate at or near *Kilburn*, in the Parish of *Hampstead*, in the County of *Middlesex*, under and by virtue of the Will and Codicil of *Holton Vere*, late of *Saint Martin's Lane*, in the said County of *Middlesex*, Gentleman, deceased, to grant Building Leases of the same Estates for any Term not exceeding the Term of Ninety-nine Years. [18th June 1808.]

WHEREAS *Holton Vere*, in and by his last Will and Testament in Writing, bearing Date on or about the Thirty-first Day of *January*, which was in the Year of our Lord One thousand seven hundred and ninety-nine, duly executed and attested in such Manner as by Law is required for the devising and passing of Freehold Estates of Inheritance, after giving and devising unto his Brother *Samuel Vere* One clear Annuity or Yearly Rent Charge of Fifty Pounds to be issuing and payable out of his Freehold Estate situate at *Kilburn*, in which he (the said Testator) had for some Years past resided, known by the Name of *Kilburn Wells*, and the Lands thereto belonging, and also out of his Copyhold Estate thereto adjoining, held of the Manor of *Hampstead*, in the County of *Middlesex*, which Copyhold Land he had surrendered to the Use of his Will, payable Half-yearly, with the usual [Loc. & Per.] 27 D Clause

Will of *Holton Vere*, dated 31st January 1799, recited.

Clause of Distress and Entry for Recovery of the same Annuity or Yearly Rent Charge (in case the same should be in arrear) the said Testator gave and devised all and singular the said Freehold and Copyhold Premises (but charged and chargeable as aforesaid) unto his Nephew the said *John Holton Vere*, Son of the said *Samuel Vere*, for and during the Term of his natural Life; and from and immediately after the Determination of that Estate by Forfeiture or otherwise, he gave and devised the same unto certain Trustees therein named, in Trust only, to preserve and support the contingent Remainders and Uses therein-after limited from being defeated, nevertheless to permit and suffer his said Nephew, the said *John Holton Vere*, to receive and take the Rents, Issues, and Profits thereof for and during the Term of his natural Life, and from and after the Decease of his said Nephew, the said *John Holton Vere*, to the Use of the first and every other Son of his Body, severally and successively, according to their respective Seniorities, in Tail Male; and for want of such Issue, to the Use of the first Daughter of the said *John Holton Vere*, lawfully begotten or to be begotten, and to the Heirs of the Body of such Daughter lawfully issuing; and for Default of such Issue, then to the Use and Behoof of the Second, Third, and all and every other Daughter and Daughters of the said *John Holton Vere*, lawfully begotten or to be begotten, severally and successively, as they shall be in Seniority of Age and Priority of Birth, and for Default of such Issue, to the right Heirs of the said Testator: And whereas the said *Holton Vere*, by a Codicil to his said recited Will, bearing Date on or about the Twenty-seventh Day of *January*, which was in the Year of our Lord One thousand eight hundred, did revoke the Grant of the said Annuity of Fifty Pounds so given to the said *Samuel Vere* his Brother, as aforesaid, and also the Devise of his said Freehold Estate, and did by his said Codicil now in recital give, devise, and bequeath his said Freehold Estate, situate at *Kilburn* and *Kilburn Wells*, unto his Executors, *John Midleton*, of *Saint Martin's Lane*, and *Henry Wardell*, of *Old Gravel Lane*, their Heirs and Assigns, for ever, in Trust, in the first Place, to raise thereon, by Mortgage or otherwise, such Sum and Sums of Money as might be necessary completely to make up any Deficiency which might happen to be in the Produce of the other Parts of his Estate, it being his Will that after Payment of all his Debts, Funeral Expences, and the Expence of proving his Will, and all other necessary Charges, that all the Legacies mentioned in his Will be duly paid and satisfied (except such as might become lapsed) with Interest from the Time they should be paid, and with the Payment of such Legacies he did make all his Estate chargeable and subject to such Mortgage to be made for raising such Sum of Money as aforesaid, he did by his said Codicil again make and continue his said Estate charged and chargeable with the Payment of the said Annuity of Fifty Pounds to his said Brother *Samuel Vere*, and subject thereto and charged and chargeable as aforesaid, in Trust for his said Nephew *John Holton Vere*, and for such other Estate and Estates, Intents and Purposes, as in his said recited Will is expressed and declared, and making the said Estate chargeable as aforesaid for the Defaults aforesaid; and revoking the residuary Clause in his said Will, he did in all other Respects confirm his said recited Will: And whereas the said *Holton Vere* shortly after the Date and Execution of the said recited Codicil departed this Life, without altering or revoking his said Will otherwise than as appears by such Codicil; and the said Will and Codicil were duly proved by the Execu-

Codicil there-
to, dated 27th
January 1800.

tors therein named in the Prerogative Court of the Archbishop of *Canterbury*: And whereas all the Debts owing by the said Testator *Holton Vere* at the Time of his Death, and all the Legacies and Bequests given and bequeathed by him in and by his said recited Will and Codicil, have been fully paid and discharged by the said Executors out of his Personal Estate which came to their Hands by virtue of the said Will and Codicil: And whereas, in consequence of the Personal Estate of the said *Holton Vere* being adequate to the Payment of such Debts and Legacies as aforesaid, it became unnecessary for the said *John Middleton* and *Henry Wardell* to resort to or exercise the said Powers or Authorities to them given and reserved by the said recited Codicil, and which have therefore never been resorted to or exercised: And whereas the said *John Holton Vere* intermarried with *Lydia Nudds* on or about the Third Day of *December* One thousand seven hundred and ninety-seven, and hath Issue Five Children, *videlicet*, three Sons, namely, *John Holton*, *Henry*, and *Samuel Henry*, and Two Daughters, namely, *Lydia Alexandre*, and an Infant, not yet christened, born the Twelfth Day of *April* last, and no other Child, and all the said Children are under the Age of Twenty-one Years: And whereas, from the great Increase of Buildings at and in the Neighbourhood of *Kilburn* aforesaid, and from the Situation of the said Freehold and Copyhold Hereditaments and Premises in which the said *John Holton Vere* is Tenant for Life, under and by virtue of the said recited Will and Codicil as aforesaid, being well adapted for Building Ground, the said Freehold and Copyhold Hereditaments and Premises consisting of Five Acres Three Roods and Thirty-eight Perches, would, if let on Building Leases, become of considerably greater annual Value than the same are at present, by which Means, as well the said *John Holton Vere*, the Tenant for Life, as the several Persons to whom the same Freehold and Copyhold Hereditaments and Premises are limited in Remainder after his Decease would be much benefited: But inasmuch as the said *John Holton Vere* cannot grant Leases for any longer Term than his own Life, such Grant is not sufficient to encourage Builders and others to lay out Money in erecting Buildings thereon; wherefore Your Majesty's most dutiful and loyal Subject, the said *John Holton Vere*, for himself and his infant Children, doth 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 to and for the said *John Holton Vere*, during his Life, and after his Decease, to and for the Person or Persons who for the Time being would, under the Devises contained in the said Will or Codicil of the said *Holton Vere*, be for the Time being actually entitled to the Messuages and other Hereditaments thereby devised, if such Person or Persons shall be of full Age; but if such Person or Persons shall be under Age, then to and for his, her or their Guardian or Guardians respectively during his, her or their Minority or respective Minorities, by Indenture or Indentures to be by them respectively sealed and delivered in the Presence of, and attested by Two or more credible Witnesses, to grant, appoint, or demise all or any Part or Parts of the Freehold and Copyhold Pieces or Parcels of Land, Hereditaments, and other the Premises comprised in and demised by the said Will and Codicil of the said *Holton Vere* as herein-before is mentioned, and in the Schedule to this Act annexed more particularly described, to any Person or Persons who shall be willing to build upon the said Hereditaments, or any Part of the

Tenant for Life, and after his Decease Persons entitled, may grant Leases for 99 Years for Building, &c.

the same, and who shall covenant or agree so to do, for any Term or Number of Years not exceeding Ninety-nine Years, commencing from the Day next before the Day of the Date of such Lease or Leases, or calculated from some Day then past, and either with or without any Quantity of Land, which shall be thought convenient to be holden with the same respectively as a Garden, Paddock, or Area, or for Vaults, Out-houses, Stables, or Buildings, or for any other Purpose of Convenience to the Occupiers of the said Houses respectively, but so that every such Lease shall be granted on the Terms, and subject to the Restrictions, Conditions, Provisoos, Rents, Reservations, and Covenants herein-after mentioned; and that it shall and may be lawful to and for the said *John Holton Vere*, during his Life, and after his Decease to and for the Person or Persons so for the Time being actually entitled as herein-before is mentioned, if such Person or Persons shall be of full Age; but if such Person or Persons shall be under Age, then to and for his, her, or their Guardian or Guardians, respectively during his, her, or their Minority or respective Minorities, by Indenture or Indentures so to be by him sealed and delivered, and to be attested as herein-before is mentioned, to grant and give Licence to any Person or Persons who shall be willing to build upon the said Land and Premises, or any Part thereof, in Manner by the Lease or respective Leases to be granted thereof to be specified, to take down all or any Part or Parts of the Buildings standing upon the Premises in any such Lease or Leases to be respectively comprised, and to convert and dispose of the Materials thereof to such Uses and Purposes as shall be therein mentioned and agreed upon; and also that it may and shall be lawful for the said *John Holton Vere* during his Life, and after his Decease for the several other Person or Persons herein-before mentioned, to lay out and appropriate, or cause to be laid out and appropriated for any Term or Number of Years not exceeding Ninety-nine Years, to commence and be computed as herein-before is mentioned, any Part of the Premises as or for a Square or Squares, Street or Streets, or Way or Ways, or Path or Paths, for the general Benefit of the Persons occupying the Houses so to be built upon as aforesaid, or being in the Neighbourhood of the same; and for securing the Use and Benefit of the said Squares, Streets, Ways, or Paths, to grant and appoint and demise the Land appropriated for that Purpose, to any Person or Persons, for any Term or Number of Years not exceeding Ninety-nine Years, to commence and be computed as herein-before is mentioned.

Custom of the
Manor of
Hampstead
recited.

Power to de-
mise the Copy-
holds for 21
Years, and to
covenant to
renew to make
up 99 Years,
to be concur-
rent with the
Freehold.

II. And whereas by the Custom of the Manor of *Hampstead*, in the County of *Middlesex* (of which Manor such Parts of the said Estates as are Copyhold are holden), no Demise can be made of the said Hereditaments and Premises, for any greater or larger Term than Twenty-one Years, and in regard that Part of the said Copyhold Lands lie in front of the Freehold, and next to the high Road there, so that it now is in some Cases necessary, and it may become necessary in other Cases to demise and lease Parts of the said Copyhold Premises, as well in separate Lots as together, with Part of the Freehold Estate aforesaid; be it further enacted by the Authority aforesaid, That it shall and may be lawful for the said *John Holton Vere* during his Life, and after his Decease to and for the Person or Persons so for the Time being entitled as herein-before is mentioned, if such Person or Persons shall be of full Age, but if such Person or Persons shall be under Age, then to and for his, her, or their

Guardian

Guardian or Guardians during their respective Minorities (in any Case where they respectively shall deem it necessary or expedient) to demise and grant the same for the Term of Twenty-one Years (having obtained Licence from the Lord or Lady of the said Manor, according to the Custom of the said Manor) and in such Grant or Demise to covenant and agree with the Lessee, at the Costs of such Lessee, his Executors, Administrators, or Assigns (except as to licence to demise), to renew the same at the Expiration of the said Term of Twenty-one Years so to be granted for a further Term of Twenty-one Years, or such further Term less than Twenty-one Years, as shall be agreed upon, and for so many successive Terms of Twenty-one Years, or other Number of Years, as according to the Custom of the said Manor may be granted, and not exceeding in the Whole the Term of Ninety-nine Years, to be computed from the Day next before the Day of the Date of the Lease then proposed to be granted, or from some previous Day; and that all and every such Covenants and Agreements so entered into and granted shall be binding and obligatory upon the Person and Persons who for the Time being shall successively be or become entitled in Possession to the said Lands or Tenements comprised in such Lease or Demise, under or by virtue of the said recited Will and Codicil of the said *Holton Vere*, and upon the Lands and Tenements respectively.

III. Provided always, That there shall be reserved in and by all such Leases respectively to be granted as aforesaid, the best improved yearly Rent that can be reasonably had or gotten for the same, and that all such Leases shall be granted without any Fine, Premium, or Foregift, or any Thing in the Nature of a Fine being taken for the granting thereof, and so as there be contained in every such Lease Covenants from the respective Lessees for the Payment of the Rent by such Leases respectively reserved, and to build and keep in Repair the several Messuages, Erections, and Buildings which may be agreed to be erected and built on the Premises, and to keep such several Messuages, Erections, and Buildings in such Leases respectively comprised, insured from Loss or Damage by Fire to the Amount of Three-fourths of the Value thereof, in some of the Public Offices for insuring against Damage by Fire within the Cities of *London* or *Westminster*, and to surrender and leave in Repair the Messuages, Erections, and Buildings to be erected and built, or rebuilt and repaired upon the Premises thereby respectively to be leased at the End of the Terms of such Leases respectively granted; and in case any Part of the Premises shall be Copyhold, a Covenant for Payment by such Lessee of all such Fines which during his or her Term shall become due and payable to the Lord or Lady of the said Manor for the Time being, by reason of the Admission of any Tenant to the same on Occasion of the Death of a Tenant, beyond the Sum paid by the said *John Holton Vere* on his Admission thereto, and so as there be also contained in every such Lease Provisoes, or Conditions of Re-entry for Non-payment of the Rent to be thereby respectively reserved, or Non-performance of the Covenants, Provisoes, or Agreements on the Part of the respective Lessees, and so as the respective Lessees do severally execute Counterparts of their respective Leases.

Restrictions as to the Terms of granting the Leases, reserving Rents, &c.

IV. Provided always, and be it further enacted, That all the Costs, Charges, and Expences incident to and attending the applying for and obtaining

[Loc. & Per.]

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Tenant for Life to bear the Expence of the Act.

obtaining and passing this Act, and of carrying the same into Execution, shall be paid, defrayed, and discharged by the said *John Holton Vere* out of his own proper Monies.

General Saving Clause.

V. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Persons and Person, Bodies Politick and Corporate, his and their Heirs, Successors, Executors, and Administrators, (other than and except the said *John Holton Vere* and his Sons now born or hereafter to be born, and the Heirs Male of their respective Bodies, and his Daughters now born or hereafter to be born, and the Heirs of their respective Bodies, and the Heirs and Assigns of the said *Holton Vere*, and the said *John Middleton* and *Henry Wardell* and their Heirs, and all other Persons entitled or to become entitled to the said Hereditaments and Premises under the said Will and Codicil of the said *Holton Vere*) all such Estates, Rights, Titles, Interests, Claims, and Demands whatsoever, of, into, upon, or out of the said Lands and Premises to be leased or demised as aforesaid, every or any Part or Parcel thereof, as they, every or any of them had before the passing of this Act, or could or might have held and enjoyed in case this Act had not been made.

Act to be printed by the King's Printer, and to be admitted as Evidence.

VI. And be it further enacted, That this Act shall be printed by the Printer to the King's most Excellent Majesty, and a Copy thereof so printed shall be admitted as Evidence thereof by all Judges, Justices, and others.

The SCHEDULE to which this Act refers.

Description of Premises.	Present Rent.	Name of the Tenant.
Cottage, and about 1 Rood and 14 Perches of Land	" " "	{ In the Possession of Mr. Vere himself.
The Bell Public House, with Garden, and Land let with the Public House, in the whole 5 Acres 2 Roods 24 Perches	{ £70. Rent for the House and Garden; £30. Rent for the Land.	{ Originally let by Testator to — Errington for Twenty-one Years, of which Six Years and a Half to come at Midsummer 1808, but now assigned to Messrs. Callardine and Love- lock, who have underlet Part of the Land to William Hayes, and he has erected a small House and Sheds on that Part of it.

An additional Rent of £7 is paid by the Lessees of the Publick House, in consideration of Mr. Vere having given Leave to them to underlet to William Hayes Part of the Land at £60 a-Year, in which Lease Mr. Vere has joined, and such £60 a-Year is to be payable to him after the Expiration of the Lease granted to — Errington.

Total present Rental £107.

*John Newton, Surveyor.
Thomas Francis Jennings.*

THE UNIVERSITY OF CHICAGO

Name	Address	City and State
John Doe	123 Main St	Chicago, Ill
Jane Smith	456 Oak Ave	Chicago, Ill
Robert Johnson	789 Elm St	Chicago, Ill
Mary White	101 Pine St	Chicago, Ill
David Brown	202 Cedar St	Chicago, Ill