



ANNO DECIMO SEXTO & DECIMO SEPTIMO

VICTORIÆ REGINÆ.

Cap. 12.

An Act for enabling *James Thomas Martin* Esquire, and the Persons in remainder under the Will of *Mary Jackson* deceased, to grant Leases of Parts of the Estates thereby devised in Settlement, for the Purpose of building upon and otherwise improving the same; and for other Purposes. [4th August 1853.]

WHEREAS *Mary Jackson*, late of *Sneed Park* in the Parish of *Westbury-upon-Trym* in the County of *Gloucester*, Spinster, now deceased, by her last Will and Testament in Writing, bearing Date the Eighteenth Day of *September* One thousand eight hundred and nine, gave and devised all that her Capital Messuage or Mansion House and Estate called *Sneed Park*, with the Lands, Tenements, Woods, and Hereditaments thereto belonging, situate in the Parish of *Westbury-upon-Trym* aforesaid, and also all and singular other her Estates, Farms, Lands, Tenements, and Hereditaments whatsoever situate in the said Parish of *Westbury-upon-Trym*, and in the then Out-Parish of *Saint Paul*, in the said County

Will of *Mary Jackson*, dated 18th September 1809.

[Private.]

County

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County of *Gloucester*, (but which last-mentioned Parish or Part thereof hath been since united to the Out-Parish of *Saint James*, or Part thereof, and both the said Parishes or Parts thereof are now united into a District called the District of the United Parishes of *Saint James* and *Saint Paul* in the County of *Gloucester*,) and all other her Real Estates, whatsoever and wheresoever, both in possession, reversion, remainder, or expectancy, with their respective Rights, Members, and Appurtenances, (except the Messuage or Tenement, Lofts and Premises, situate in the Parish of *Saint Werburgh* in the City of *Bristol*, with the Appurtenances, in the Occupation of *John Weeks*, Wine Merchant, therein-after devised in trust to be sold, and also except her Two Houses in *Small Street* in the said Parish of *Saint Werburgh*, then let to *Wintour Harris* junior, and therein-after specifically devised,) unto *Edward Sampson* of *Henbury* in the said County of *Gloucester*, Gentleman, and *John Chatfield Tyler* of *Redland* in the same County, Esquire, and their Heirs, to and for the several Uses, and for the Intents and Purposes, and under and subject to the Provisoos and Limitations therein-after expressed, declared, and contained of and concerning the same, (that is to say,) to the Use of *James Martin* of *Overbury* in the County of *Worcester*, Esquire, *John Martin* of *Lombard Street, London*, Esquire, (both since deceased,) and the said *Edward Sampson*, their Executors, Administrators, and Assigns, for the Term of One Year, to commence from the Day of her Decease, upon the Trusts and for the Intents and Purposes therein mentioned, and from and after the End or Expiration of the said Term of One Year, and in the meantime subject thereto, to the Use of the same *James Martin* and his Assigns for his Life, with Remainder to the Use of the said *Edward Sampson* and *John Chatfield Tyler*, and their Heirs, during the Life of the said *James Martin*, in trust to support the contingent Remainders therein-after limited, with Remainder to the Use of *Thomas Martin* Esquire (eldest Son of the then late Cousin of the said Testatrix *Joseph Martin* deceased) and his Assigns for his Life, with Remainder to the Use of the said *Edward Sampson* and *John Chatfield Tyler*, and their Heirs, during the Life of the said *Thomas Martin*, in trust to support the contingent Remainders therein-after limited, with Remainder to the Use of the Reverend *Joseph Martin* of *Bourton* in the County of *Gloucester*, Clerk, and his Assigns, for his Life, with Remainder to the Use of the said *Edward Sampson* and *John Chatfield Tyler*, and their Heirs, during the Life of the said last-named *Joseph Martin*, in trust to support the contingent Remainders therein-after limited, with Remainder to the Use of *James Martin* (the eldest Son then living of the said *Thomas Martin*) and his Assigns for his Life, with Remainder to the Use of the said *Edward Sampson* and *John Chatfield Tyler*, and their Heirs, during the Life of the said last-named *James Martin*, in trust to support the contingent

Remainders

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Remainders therein-after limited, with Remainder to the Use of the First and other Sons of the said *James Martin* (Son of the said *Thomas Martin*) successively in Tail Male, with Remainder to the Use of the Second and other Sons of the said *Thomas Martin* successively in Tail Male, with Remainder to the Use of the First and other Sons of the said Reverend *Joseph Martin* successively in Tail Male, with Remainder to the Use of Colonel *Charles Martin* and his Assigns for his Life, with Remainder to the Use of the said *Edward Sampson* and *John Chatfield Tyler*, and their Heirs, during the Life of the said *Charles Martin*, in trust to preserve the contingent Remainders therein-after limited, with Remainder to the Use of the First and other Sons of the said *Charles Martin* successively in Tail Male, with Remainder to the Use of the First and other Sons of the said *James Martin* of *Overbury* successively in Tail Male, with Remainder to the Use of the Reverend *Thomas Heberden* Clerk (Son of Doctor *William Heberden* deceased) and his Assigns for his Life, with Remainder to the Use of the said *Edward Sampson* and *John Chatfield Tyler*, and their Heirs, during the Life of the said *Thomas Heberden*, upon trust to preserve the contingent Remainders therein-after limited, with Remainder to the Use of the First and other Sons of the said *Thomas Heberden* successively in Tail Male, with Remainder to the Use of the First and other Sons of *Anna* the then late Wife of *Thomas Herbert* deceased, and the then late Cousin of the Testatrix, successively in Tail Male, with Remainder to the Use of *Margaret Nash*, the Wife of the Reverend *Doctor Nash*, and her Assigns, for her Life, with Remainder to the Use of the said *Edward Sampson* and *John Chatfield Tyler*, and their Heirs, during the Life of the said *Margaret Nash*, upon trust to preserve the contingent Remainders therein-after limited, with Remainder to the Use of the First and other Sons of the said *Margaret Nash* successively in Tail Male, with Remainder to the Use of Sir *Henry Cann Lippincott* Baronet and his Assigns for his Life, with Remainder to the Use of the said *Edward Sampson* and *John Chatfield Tyler*, and their Heirs, during the Life of the said Sir *Henry Cann Lippincott*, upon trust to preserve the contingent Remainders therein-after limited, with Remainder to the Use of the First and other Sons of the Body of the said Sir *Henry Cann Lippincott* successively in Tail Male, with Remainder to the Use of the right Heirs of the Testatrix for ever: And whereas the said Testatrix *Mary Jackson* afterwards

Three Codicils to said Will, dated 12th February, 28th May, and 3d July 1810.

the

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the said *Edward Sampson* and *John Chatfield Tyler*, and their Heirs, to Uses in strict Settlement, as aforesaid: And whereas the said *Mary Jackson* departed this Life in or about the Month of *May* One thousand eight hundred and eleven, and her said Will, and the Three Codicils thereto annexed, were duly proved in the Prerogative Court of *Canterbury* on the Twenty-fourth Day of *May* following, by *John Martin* Esquire and the said *Edward Sampson*, the surviving Executors: And whereas the said *James Martin* of *Overbury*, the First Tenant for Life under the said Will, died in the Lifetime of the said *Mary Jackson* the Testatrix, and the said *Thomas Martin* and also the said Reverend *Joseph Martin*, the next Tenants for Life under the same Will, have since severally departed this Life, and *James Thomas Martin* (in the Will called *James Martin* only), the eldest Son of the said *Thomas Martin*, is now in possession or receipt of the Rents and Profits of all the Estates and Hereditaments devised by the said Will, as Tenant for Life thereof under the Uses or Limitations therein contained: And whereas the said *James Thomas Martin* hath not any Issue now living: And whereas the said *Thomas Martin* did not leave any other Son at the Time of his Death than the said *James Thomas Martin*: And whereas the said Reverend *Joseph Martin* had Issue *Joseph John Martin*, his eldest Son, who is the First Tenant in Tail *in esse* of the Estates and Hereditaments devised by the said Will under or by virtue of the Limitations therein contained, and hath attained his Age of Twenty-one Years, and is now a Bachelor: And whereas the Particulars of such Parts of the devised Estates as are subject to the Provisions of this Act are specified in the Schedule to this Act annexed: And whereas the devised Estates are near to the City of *Bristol* and to *Clifton*, and the Population of that City and of *Clifton* has of late Years greatly increased, and many Dwelling Houses have been and are being built in the District near thereto, and there is a great and increasing Demand in that District for Building Leases for long Terms of Years, and the devised Estates comprise many eligible Situations for the Erection of detached Villas and other Houses, and are otherwise, from their Proximity to the City of *Bristol* and to *Clifton*, very conveniently situated for general Building Purposes; but it is impracticable to dispose in the most advantageous Manner of Building Lands in that District, except on Leases for long Terms: And whereas the said Mansion is now ill adapted for the Residence of the Proprietor of the said Estate, and is in fact let with the Estate to a Farming Tenant: And whereas it would be greatly advantageous to the said *James Thomas Martin*, and all other Persons interested or who may hereafter become interested in the devised Estates under or by virtue of the said Will of the said *Mary Jackson* deceased, if Powers were granted of leasing the Premises specified in the Schedule to this Act for Building Purposes, on

Terms

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Terms as advantageous to the Lessees as those on which Leases of Building Lands in the District near to those Estates can be obtained: And whereas the Will does not contain any Power to make such Leases: And whereas it is expedient that effectual Powers of so leasing Parts of the devised Estates be granted; but such Purposes cannot be effected without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *James Thomas Martin* and *Joseph John Martin*, do 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; (to wit,)

I. That in citing this Act for any Purpose it shall be sufficient to use the Expression "*Martin's Estate Act, 1853.*" Short Title.

II. That the said *James Thomas Martin* may from Time to Time, in accordance with the Provisions of this Act, lease all or any Part of the Lands and Hereditaments comprised in the Schedule to this Act (and which in this Act are called the Estate) to any Person or Persons willing substantially to improve or repair any Building or Construction thereon, or to erect or make any Building or Construction in lieu of or in addition to any Building or Construction thereon, or to erect or make any Building or Construction on any Part of the Estate not for the Time being built on, or willing to annex any Part of the Estate for Gardens, Yards, Courts, Pleasure Grounds, or other Conveniences to any Building or Construction on any adjoining Lands, or to be used with any adjoining Lands, or otherwise to improve the Estate or any Part thereof. Power to lease for building and improving Purposes.

III. That the Lease or the several Leases may be made for any Term or Terms of Years absolute not exceeding One thousand Years, and (except with respect to Leases at Peppercorn Rents) in consideration of the best yearly Rent or Rents that can be reasonably obtained for the same, to be incident to the Reversion, and to be made payable half-yearly or more often. Terms of Leases.

IV. That the First Payment of any yearly Rent reserved in any Lease may be made to become payable on any Day not exceeding Two Years and a Half from the Day of the Date of the Lease; and such Rent may increase periodically, beginning with such Portion of the full yearly Rent to be ultimately payable, and so increasing up to the full yearly Rent, as the said *James Thomas Martin*, having regard to the Circumstances of the Case, may think reasonable. Rents may increase periodically.

[*Private.*]

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V. That

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Power to
grant to
Lessees,
Liberties, &c.
herein men-
tioned for
Building
Purposes.

V. That the said *James Thomas Martin* may from Time to Time, if and as he may think advantageous, grant to the Lessee or respective Lessees, his or their Executors, Administrators, and Assigns, all or any of the following Liberties, Easements, and Privileges; to wit,

1. Liberty to take down or remove all or any Part of the Buildings or Constructions on the Lands leased, and to apply and dispose of the Materials thereof to any Uses and Purposes :
2. Liberty to set out and allot any Parts of the Lands leased as and for the Sites of Markets, Squares, Crescents, Terraces, and other open Spaces, Streets, Roads, Ways, Avenues, Passages, Embankments, Wharfs, Drains, Yards, Gardens, Pleasure Grounds, Shrubberies, and otherwise for the Use and Convenience of the Occupiers of the Lands, or for the general Improvement of the Property :
3. Liberty to make, lay, or use, in or under any Part not then already leased of the Estate, or (so far as any Reservation or Provision in any Lease theretofore made of any Part of the Estate will authorize) any Part then already leased of the Estate, any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, and other Conveniences for any then present or any future Buildings or Constructions :
4. Liberty to dig, take, and carry away unmanufactured, in and out of the Lands leased, any such Building Stone, Earth, Clay, Sand, Loam, Gravel, and other Substances as it may be necessary or convenient to remove :
5. Liberty to get, dig, and remove any Building Stone, Earth, Clay, Sand, Loam, Gravel, and other Substances out of any convenient Part of the Lands leased, and to manufacture the same into Bricks, Tiles, and other Materials to be used in improving those Lands :
6. Liberty to fell, lop, or cut, and carry away and use, any Timber and other Trees, Shrubs, and Plants on the Lands leased :
7. Liberty to alter and reconstruct all or any Part of any Building or Construction comprised in any Lease, so as such Alteration or Reconstruction be made with the Privity and to the Satisfaction of the said *James Thomas Martin*, or his Successors in Estate, or his or their Surveyor or Agent :
8. Easements of Ways, Waters, Drainage, and Lights, and other Easements over, in, through, under, or affecting any Part not then already leased of the Estate, or (so far as any Reservation or Provision in any Lease theretofore made of any Part of the Estate will authorize) any Part then already leased of the Estate :

9. Any

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9. Any other Liberties, Easements, and Privileges usual or proper in Leases for like Purposes, or which the said *James Thomas Martin* may think reasonable.

VI. That the said *James Thomas Martin* may from Time to Time, if and as he shall think advantageous, make in the Leases all or any of the following Reservations; to wit,

Reservations herein mentioned may be made in Leases.

1. Reservations of Rights or Powers for the said *James Thomas Martin* or his Successors in Estate, and the Owners, Lessees, and Occupiers from Time to Time of any other Parts of the Estate, or any of those Parties respectively, from Time to Time to make, lay, and use, in and under any Part of the Lands leased, any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, and other Conveniences for any then present or future Buildings or Constructions:
2. Reservations of Rights or Powers for the said *James Thomas Martin* or his Successors in Estate, and the Owners from Time to Time of any other Parts of the Estate, or any of those Parties respectively, to grant to the Lessees of any other Parts of the Estate any Easements of Ways, Waters, Drainage, and Lights, and other Easements over, in, through, under, and affecting the Lands leased:
3. Reservations of all or any of the Timber and other Trees on the Lands leased, and of such Rights or Powers with respect to such Timber and other Trees as are consistent with the Provisions of the recited Will with respect to the same:
4. Any other Reservations usual or proper in Leases for like Purposes, or which the said *James Thomas Martin* may think reasonable.

VII. That the Leases respectively may, as the said *James Thomas Martin* may think advantageous, be made either with or without Covenants by or on the Part of the respective Lessees to contribute towards the making and keeping in repair, ornamenting, and embellishing of any Squares, Crescents, Terraces, or other open Spaces, Roads, Ways, Avenues, Passages, Embankments, Sewers, Drains, Pipes, Conduits, Easements, or Conveniences in, upon, through, under, or over any Parts of the Estate, and either with or without Covenants or Stipulations by or on the Part of the said *James Thomas Martin*, or any Person beneficially interested in the Estate, as to the Mode in which any Part of the Estate shall be laid out, built upon, used, or improved.

Covenants in Leases as to Repairs and laying out Lands, &c.

VIII. That there shall be contained in the Leases respectively, other than Leases at Peppercorn Rents, the following Covenants by the respective Lessees; to wit,

Covenants herein mentioned to build, &c. to be contained in Leases.

1. In

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1. In every Lease in which no Buildings shall be particularly specified, a Covenant within a given Period, or within several given Periods, to be stated in such Lease, to expend at the least a stated Sum, or several stated Sums, in the Erection of Buildings on the Land leased, or some Part thereof, to the Satisfaction of the said *James Thomas Martin* or his Successors in Estate, or his or their Surveyor or Agent, and to produce to the said *James Thomas Martin* or his Successors in Estate, or his or their Surveyor or Agent, sufficient Vouchers for such Expenditure, and to keep in repair the Buildings so erected :
2. In every Lease for the Purpose of having any specified Building or Construction made thereon, a Covenant to make and finish, within a Time therein for that Purpose specified, and to keep in repair, the Building or Construction agreed to be made :
3. In every Lease for the Purpose of having any Building or Construction improved, repaired, or rebuilt, a Covenant to improve, repair, or rebuild, within a Time therein for that Purpose specified, and to keep in repair, the Building or Construction agreed to be improved, repaired, or rebuilt :
4. In every Lease for any other Improvement, a Covenant to make such Improvement within a Time for that Purpose therein specified.

Covenants herein mentioned to pay Rent, &c. to be contained in Leases.

IX. That there shall be contained in the several Leases respectively, other than Leases at Peppercorn Rents, the following Covenants by the respective Lessees ; to wit,

1. A Covenant for the Payment of the yearly Rent :
2. A Covenant for Payment of all Landlords and Tenants Taxes, Charges, Rates, Assessments, Dues, and Impositions whatsoever (except only Landlords Property Tax or Income Tax) affecting or to affect the Lands leased :
3. A Covenant to keep the Buildings or Constructions on the Lands leased insured against Damage by Fire to the Amount of Three Fourths at least of the Value thereof in One of the following Fire Assurance Offices ; to wit, the *Royal Exchange*, the *Law Fire*, and the *Hand in Hand*, or some other respectable Insurance Office, either in *London*, *Westminster*, or *Bristol*, from Time to Time approved by the said *James Thomas Martin* or his Successors in Estate :
4. A Covenant to lay out the Money received by virtue of such Insurance, and such other Money as may be requisite, in substantially rebuilding, repairing, or reinstating the Buildings or Constructions destroyed or damaged by Fire :
5. A Covenant to yield up on the Expiration or other sooner Determination of the Term the Possession of the Lands leased,

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leased, with the Buildings, Constructions, and Improvements to be made, improved, repaired, built, or rebuilt thereon, in good Repair and Condition.

X. That there shall be contained in the Leases respectively, other than Leases at Peppercorn Rents, Powers, Conditions, Covenants, or Provisoos for the following Purposes; to wit,

Powers, &c. herein mentioned which must be contained in Leases for Building Purposes.

1. For the said *James Thomas Martin* or his Successors in Estate, and his or their Surveyors or Agents, to enter at least once in every Year upon the Lands leased, and to inspect the Condition thereof, and of all Buildings, Constructions, and Improvements thereon:
2. For the said *James Thomas Martin* or his Successors in Estate to re-enter and receive Rents and Profits, or to re-enter absolutely, for Nonpayment of the yearly Rent reserved, or for Breach of any of the Covenants by the Lessee, or of any One or more (in that Behalf agreed on and in the Lease specified) of those Covenants.

XI. That there may be contained in the Leases respectively, other than Leases at Peppercorn Rents, Powers, Conditions, Covenants, or Provisoos for the following Purposes; to wit,

Provisoos, &c. which may be contained therein.

1. That Breach of any of the Covenants by the Lessee (except the Covenant for Payment of the yearly Rent, and such other Covenants, if any, as the Parties agree to except,) shall not give any such Right of Re-entry unless or until Judgment be obtained in an Action for Breach of such Covenant, and the Damages be assessed, and the Damages and Costs recovered therein remain for Three Months after the assessing of such Costs unpaid:
2. That in case of Breach of any Covenant by the Lessee to insure any Building or Construction against Damage by Fire, or to rebuild, repair, or reinstate any Building or Construction destroyed or damaged by Fire, the said *James Thomas Martin* or his Successors in Estate may insure, rebuild, repair, or reinstate any such Buildings or Constructions, according to the Terms of the Covenant, and may recover all Costs, Charges, and Expenses of and incident to such insuring, rebuilding, repairing, or reinstating, by Entry upon the Lands leased, and Distress or Perception of Rents and Profits, or by Action or other Proceeding against the Lessee or his Representatives:
3. Any other Powers, Conditions, Covenants, and Provisions usual or proper in Leases for like Purposes, or which the said *James Thomas Martin* or his Successors in Estate may think reasonable.

[*Private.*]

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Covenants
on the Les-
sors Part to
run with the
Land.

XII. That in case the said *James Thomas Martin*, or any Person beneficially interested in the Estate, at any Time enter into any Covenant with any Lessee as to the Mode in which any Part not leased to him of the Estate shall be laid out, built upon, used, or improved, the Benefit of such Covenant shall run with the Land leased to him, so as to be enjoyed by every Person taking either under the Covenantee or under any Act of the Covenantee, and whether the Title of such Person arise by way of Assignment or otherwise.

Covenants
by Lessees
to run with
the Land.

XIII. That every Covenant entered into by a Lessee for Payment of the yearly Rent reserved, or for or with respect to the laying out, building upon, using, or improving of the Lands leased to him, or for or with respect to contributing towards the Expenses of making or keeping in repair, ornamenting, or embellishing any Squares, Crescents, Terraces, Streets, Roads, or other open Spaces, Embankments, Drains, or Watercourses in or upon any Part of the Estate, or otherwise concerning any Part of the Estate, shall run with the Land so leased, and shall bind the Lessee thereof, and his respective Heirs, Executors, Administrators, and Assigns respectively, and specific Performance or Observance of every such Covenant may be enforced in Equity by any Person from Time to Time interested in the Performance or Observance thereof.

Power to
confirm void
or voidable
Leases.

XIV. That the said *James Thomas Martin*, from Time to Time, if he or they shall think fit, may confirm any Lease purporting to have been made under this Act, in any Case in which for some technical Error or Informality in making or executing it such Deed is thought void or voidable, and may make in lieu of any such Lease thought void or voidable a Lease in accordance with this Act, but only for the same or the like Term, Estate, or Interest, or (as the Case may be) the then Residue thereof, and at the same or the like yearly Rent, and with and under the same or the like Reservations, Covenants, Powers, and Provisions as were or were intended to be respectively granted, created, reserved, expressed, and contained in and by the Lease thought void or voidable.

Fines not to
be taken for
such Confir-
mations.

XV. Provided always, That any Fine, Premium, or Foregift shall not be taken for making such Confirmation of a Lease thought void or voidable.

Counterparts
or Dupli-
cates to be
executed.

XVI. That a Counterpart or Duplicate of every Lease respectively shall be executed by the Lessee, and delivered to the said *James Thomas Martin*.

XVII. That

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XVII. That the said *James Thomas Martin* may from Time to Time enter into Contracts in Writing for leasing or granting, according to the Provisions of this Act, any Parts of the Estate; and such Contracts respectively may contain all or any of the following Agreements; to wit,

Contracts
for Leases
for Building
Purposes to
contain
Agreements
herein men-
tioned.

1. An Agreement that when and as any of the Improvements on the Land agreed to be leased are duly made according to the Contract, that Land or any Part thereof shall be by the said *James Thomas Martin* or his Successors in Estate leased according to the Contract to the Person contracting to take the same, his Executors, Administrators, or Assigns, and in such Parcels, and under such Portions of the yearly Rent specified in the Contract, as are specified in the Contract, or if not so specified as are by him or them thought proper, but so that if the yearly Rent to be reserved bear a Proportion to the whole yearly Rent specified in the Contract greater than the Proportion which the Quantity of Land to be comprised in the Lease bears to the whole Land comprised in the Contract, then the yearly Rent reserved in the Lease shall not exceed One Sixth Part of the estimated clear yearly Rack-rent Value of the Land comprised in the Lease when built on or otherwise improved and fit for Habitation or Use :
2. An Agreement that the full yearly Rent specified in the Contract may be (either by a Surveyor or by a Referee, or otherwise,) appropriated to a Part or apportioned between Parts of the Lands therein comprised, and that the Residue thereof shall be leased at a Peppercorn Rent :
3. An Agreement that the yearly Rent specified in the Contract and thereby made payable may be made to commence from such Period not exceeding Four Years and a Half from the Day of the Date of the Contract, and to increase periodically, beginning with such Portion of the yearly Rent thereby made payable, and so increasing up to the full yearly Rent, as the said *James Thomas Martin*, having regard to the Quantity of Land therein comprised, and the Progress of the Improvements thereby agreed to be made, and the other Circumstances of the Case, may think reasonable :
4. An Agreement in any Case where any Part or Parts of the Land comprised in the Contract is or are to be leased at a Peppercorn Rent, to lease the same accordingly, and to make such Leases respectively from Time to Time, when and as such Proportion as is expressed in the Contract of the total yearly Rent to be reserved by any Lease or Leases of any Part or Parts of those Lands is reserved :
5. An Agreement in any Case where any Part or Parts of the Lands comprised in the Contract is or are to be leased at a Peppercorn

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Peppercorn Rent, that the Lease of such Land may contain a Provision for the Surrender thereof when and as the total yearly Rent thereby reserved is reserved by Under-lease of Parts of such Land, and for the granting of a Lease or Leases of the Residue of such Land at a Peppercorn Rent :

6. An Agreement that, when and as any Lease is made of any Part of the Land comprised in the Contract, the Land so from Time to Time leased shall be discharged from the Contract, and the Person with whom the Contract is made shall remain liable thereunder in respect only of such Part as for the Time being is not leased of the Land comprised therein, and to the Payment only of the Residue from Time to Time of the yearly Rent therein specified :
7. An Agreement that the Person with whom the Contract is made may during the Continuance thereof have, exercise, and enjoy all or any of the Liberties (to be expressed in the Contract) which are by this Act authorized to be granted to Lessees.

Contracts to contain Conditions, &c. herein mentioned.

XVIII. That in every such Contract shall be contained Clauses or Conditions to the following Effect ; to wit,

1. That the said *James Thomas Martin* or his Successors in Estate may vacate the Contract, and re-enter upon the Land therein comprised, if such a Sum as therein specified in that Behalf shall not, within the Period or Periods prescribed by the Contract, be expended by the Person to whom the Lease is to be made, or (as the Case may be) may vacate the Contract as to and re-enter upon such Part of the Land therein comprised, and not for the Time being actually leased in pursuance thereof, as is not within a reasonable Time therein expressed improved as thereby stipulated :
2. That the Person to whom the Lease ought according to the Contract to be made shall within a reasonable Time therein expressed accept such Lease, and execute a Counterpart or Duplicate thereof, and pay the reasonable Charges of preparing the Lease and the Counterpart or Duplicate respectively :
3. That in default of such Acceptance, Execution, or Payment the Contract shall, as to the Land for the Time being not actually leased in pursuance thereof, be void.

Leases in pursuance of such Contracts.

XIX. That every such Contract shall (except as by this Act otherwise provided) be carried into effect by a Lease or by Leases in pursuance thereof, and according to the Powers and Provisions applicable thereto of this Act.

New Contracts.

XX. That the said *James Thomas Martin* may from Time to Time make any new Contract with respect to any Land theretofore contracted

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contracted to be leased with any Person for the Time being entitled to the Benefit of the then existing Contract, and by way of Addition to or Explanation or Alteration of all or any of the Terms and Conditions of that Contract, but so that that Contract be (when so added to, explained, or altered,) conformable to the Provisions of this Act.

XXI. That the Contracts with respect to Leases respectively which the said *James Thomas Martin* may from Time to Time make may (except as by this Act otherwise provided) contain all such Terms and Conditions as he may think advantageous; and he may from Time to Time alter, rescind, and abandon, either on Terms or gratuitously, as he may think advantageous, any such Contract, or any of the Terms or Conditions thereof: Provided always, that any such Contract shall not contain any Term or Condition obligatory on the said *James Thomas Martin* to which he may not be by this Act authorized to give Effect by or in a Lease.

General
Terms of
Contracts.

XXII. That any Lease of any Part of the Estate, or any Contract for any such Lease, shall not be void, defeasible, or questionable on the Ground that any Condition or Right of Re-entry for Nonpayment of Rent, or for any Breach of Covenant or Agreement therein contained, is in any Terms or by virtue of this Act restricted to that Part of the Lands leased or contracted so to be, where or in respect whereof such Nonpayment or Breach happens, or is otherwise restricted to a Part only of those Lands.

Conditions
of Re-entry
may be re-
stricted to
Part of the
Lands.

XXIII. That, notwithstanding the Avoidance, by virtue of any such Condition or Right of Re-entry, of any such Lease or any such Contract, as to Part only of the Lands leased, or contracted so to be, and notwithstanding the Assignment, Surrender, or Relinquishment of Part only of the Lands leased, or contracted so to be, the Condition or Right of Re-entry and other (if any) the Conditions of such Lease or Contract shall remain and be in full Force as to such Parts of those Lands as from Time to Time continue to be held by virtue of such Lease or Contract, and in order thereto every such Condition or Right of Re-entry and other Condition shall be apportionable and shall have Effect according to the Intention of the Parties as expressed in that Behalf in such Lease or Contract.

Conditions
of Re-entry,
&c. to be
apportion-
able.

XXIV. That any Under-lease of any Part of the Lands comprised in any original Lease shall not be liable to Forfeiture, or to the Operation of any Condition or Right of Re-entry on Nonpayment of Rent or Breach of Covenant, unless and except only so far as such Nonpayment or Breach happens with respect to the Land comprised in the Under-lease, or some Part thereof; and any such Nonpayment or Breach with respect to the Land comprised in any such Under-

Under-leases
not to be
forfeited for
Nonpay-
ment of
Rent, &c.
for Lands
not com-
prised
therein.

[Private.]

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lease shall not work a Forfeiture or give a Right of Re-entry with respect to any Land comprised in the original Lease, and not comprised in the Under-lease; and the Condition or Right of Re-entry in or under the original Lease for any such Nonpayment or Breach shall accordingly be apportionable and apportioned so as to have distinct and exclusive Operation with respect to the Part comprised in the Under-lease of the Lands comprised in the original Lease, and also with respect to the Part not comprised in such Under-lease, as if the original Lease had originally comprised the same respective Part alone.

Leases good notwithstanding any Defect in Contracts.

XXV. That every Lease respectively under this Act shall be deemed duly made notwithstanding it was preceded by a Contract not in due Accordance with the Provisions of this Act, or not in all respects duly observed, and whether or not the Lease purport to be made in pursuance of the Contract, and notwithstanding any Variation between the Lease and the Contract, but so as the Lease itself be conformable to the Provisions of this Act.

Contracts not to form Part of the Title to Leases.

XXVI. That after a Lease is made in conformity with the Provisions of this Act the Contract (if any) for the Lease shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of the Lease.

Evidence of Counterparts or Duplicates and Waiver of Breach of Covenant.

XXVII. That the Certificate in Writing of the said *James Thomas Martin* or his Successors in Estate, acknowledging the Receipt by him or them of a Counterpart or Duplicate of a Lease, or acknowledging the Waiver by him or them respectively of any Right of Re-entry for Breach of Covenant, shall be full and conclusive Evidence that such Counterpart or Duplicate was duly made and executed and delivered to him or them, or that such Right of Re-entry was duly waived by him or them.

Lands of which Possession recovered may be again disposed of.

XXVIII. That whenever the Possession of the Estate or any Part thereof leased under this Act, or contracted so to be, is by the said *James Thomas Martin* or his Successors in Estate resumed or recovered, the same shall thereupon become subject to be from Time to Time thereafter dealt with and disposed of under this Act.

Powers of this Act may be exercised after the Death of *James Thomas Martin*.

XXIX. That after the Death of the said *James Thomas Martin* all the Powers and Authorities hereby given to or vested in him may be exercised by the Person or Persons who for the Time being shall be, or but for this Act would have been, under or by virtue of the Uses or Limitations contained in the said recited Will of the said *Mary Jackson* deceased, entitled as Freeholder or Freeholders to the Possession or the Receipt of the Rents and Profits of the Estate, and by the Guardian or Guardians of any Person or Persons so entitled who shall be under the Age of Twenty-one Years, and all the Provisions herein,

before

Martin's Estate Act, 1853.

before contained in the Case of or with reference to the Exercise of such Powers or Authorities by the said *James Thomas Martin* shall be applicable (as far as may be) to such Exercise after his Decease of the same Powers and Authorities respectively.

XXX. Provided, That to every Lease or Contract to be respectively granted, entered into, or made, or altered, rescinded, or abandoned, under the Authority of this Act, by any Person who shall not be seised of or entitled to a greater Estate in possession than a Life Estate in the Hereditaments comprised in such Lease or Contract, it shall be necessary, in order to render the same valid and effectual, to have the Consent of the Person or Persons for the Time being entitled to the first vested Estate of Inheritance in the same Hereditaments, if such Person or Persons shall be of full Age, or of the Guardian or Guardians for the Time being of such of them as shall be under Age, and that such Consent shall be given either by the Person or Persons giving the same being made a Party or Parties to such Lease or Contract, or by an Instrument in Writing, distinct from such Lease or Contract, to be executed on or at any Time before the Day on which such Lease or Contract shall be granted, entered into, or made, or altered, rescinded, or abandoned, otherwise the Consent shall be void.

Leases or Contracts, under this Act to be with the Concurrence of the Owner of the First vested Estate of Inheritance.

XXXI. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *James Thomas Martin*, and his Assigns, and his First and other Sons (if any), and the Heirs Male of their respective Bodies, and the said *Joseph John Martin*, and the Heirs Male of his Body, and all other Persons in remainder under the Limitations contained in the said Will of the said *Mary Jackson* deceased, and the right Heirs of the said *Mary Jackson*, and the Trustees for preserving contingent Remainders named in the said Will, and their Heirs, Executors, and Administrators, and all other Persons claiming under or by virtue of the said Will, or any of the Uses, Trusts, or Limitations therein contained, or otherwise howsoever in respect or on account thereof,) all such Estates, Rights, Titles, and Interests of, in, to, or out of the Estate or any Part thereof as they, every or any of them, had before the passing of this Act, or would or might have had or enjoyed in case this Act had not been passed.

General Saving of Rights.

XXXII. That 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 and Justices and others.

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

The

Martin's Estate Act, 1853.

The SCHEDULE to which the foregoing Act refers.

| Number. | Names of Fields. | Quantities. | | |
|---------|--|-------------|----|----|
| | | A. | R. | P. |
| 1 | Sneed Park Mansion, Barns, Stables, Gardens, Lodge, Tower | 25 | 0 | 25 |
| 2 | Lower Lawn | 9 | 3 | 37 |
| 3 | Upper Lawn | 18 | 1 | 14 |
| 4 | Lower Tynning | 9 | 2 | 13 |
| 5 | Upper Tynning | 6 | 3 | 12 |
| 6 | Binchess Wood | 4 | 0 | 15 |
| 7 | Further Binchess | 7 | 2 | 25 |
| 8 | Fishpond Barn Close | 5 | 2 | 10 |
| 9 | Upper Barn Close | 6 | 1 | 0 |
| 10 | Middle Binchess | 7 | 2 | 9 |
| 11 | Down Leas | 20 | 0 | 8 |
| 12 | Sneed Park Farm House, Barns, Stables, Bank, Bartons, Folds, Garden | 1 | 0 | 19 |
| 13 | The Meads, Cade Mead, and Hur Mead | 30 | 0 | 30 |
| 14 | Barn Close | 12 | 0 | 15 |
| 15 | Tower Leas | 17 | 0 | 22 |
| 16 | Broom Woods | 13 | 2 | 31 |
| 17 | Tower Wood or Coppices | 18 | 0 | 14 |
| 18 | Towing Path and Waith or Marsh | 6 | 2 | 0 |
| 19 | Irish Cottage (Binkes' Cottage) | 0 | 1 | 2 |
| 20 | Garden or Paddock | 0 | 1 | 30 |
| 21 | Labourer's Cottage and Garden | 0 | 0 | 17 |
| 22 | Labourer's Cottage (Mrs. Davis) included in Tower Wood | | | |
| | Total | 220 | 2 | 28 |

*Wm. Baker.**Clement Francis.*

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1853.