



ANNO SEXTO & SEPTIMO

VICTORIÆ REGINÆ.

Cap. 27.

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

[22d August 1843.]

WHEREAS *Charles Fitzmaurice Hill*, late of *Saint Boniface* in the *Isle of Wight* in the County of *Southampton*, Esquire, deceased, duly signed and published his last Will and Testament in Writing, dated the Nineteenth Day of *October* in the Year One thousand eight hundred and ten, and thereby gave and devised all and singular his Manors, Messuages, Farms, Lands, Tenements, and Hereditaments, and Parts and Shares thereof, and all other his Real Estate whatsoever, whereof or wherein he, or any Person or Persons in Trust for him, was or were seised or interested

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

[Private.]

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in or entitled unto, for any Estate of Inheritance in Possession, Reversion, Remainder, or Expectancy, or otherwise, whereof he had any Power to dispose, with their Rights, Members, and Appurtenances, unto *Alexander Shearer* of *Swanmore House* in the said County of *Southampton*, Esquire, and *Francis Worsley* of *Newport* in the said *Isle of Wight*, Gentleman, their Heirs and Assigns, to hold the same, with their respective Appurtenances, unto and to the Use of the said *Alexander Shearer* and *Francis Worsley*, their Heirs and Assigns for ever, upon Trust as to and concerning all those his (the said Testator's) Messuages or Dwelling Houses, Tenements, Lands, Hereditaments, and Premises called *Marepool* and *Macketts with Smithcote*, and all and singular other the Premises then let on Lease or Leases for Lives to *Joseph Hadfield* Esquire, and situate in the Parish of *Bonchurch* in the said *Isle of Wight*, the said Testator gave and devised the same (excepting a Field called *Lambledge* and a Close or Field called *Mead*, therein-after devised,) unto his Daughter *Rosa Hill* and her Assigns for her natural Life, and from and after her Decease he gave and devised the same Premises, except as before excepted, unto and equally between all the Children of the Body of his said Daughter *Rosa Hill*, if more than One, as Tenants in Common, and to their respective Heirs and Assigns for ever, and if but One such Child then the said Testator gave the same Premises to such only Child, his or her Heirs and Assigns for ever; and in case his said Daughter should depart this Life under the Age of Twenty-one Years or afterwards without leaving any Child or Children of her Body, then the said Testator gave the same Hereditaments and Premises unto his Son *Charles Popham Hill*, his Heirs and Assigns for ever; and the said Testator appointed the said *Alexander Shearer* and *Francis Worsley* Executors of his said Will: And whereas the said Testator *Charles Fitzmaurice Hill* died on or about the Eighteenth Day of *June* in the Year One thousand eight hundred and eleven, without having revoked or altered his said recited Will otherwise than by executing a Codicil thereto, but which Codicil did not alter or revoke the Dispositions made by his said Will of his said Hereditaments and Real Estate situate at *Bonchurch* aforesaid, and the said Will and Codicil of the said Testator were proved by the Executors thereof on or about the Seventeenth Day of *April* One thousand eight hundred and twelve in the Prerogative Court of the Archbishop of *Canterbury*: And whereas an Act of Parliament was passed in the Sixth Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act to enable the Reverend James White, and the Persons for the Time being entitled to certain Estates situate in the Parish of Bonchurch in the Isle of Wight in the County of Southampton, devised by the Will of Charles Fitzmaurice Hill Esquire, deceased, to grant Building Leases*, wherein, after reciting the herein-before recited Will of the said *Charles Fitzmaurice Hill* deceased, and the Probate thereof, as aforesaid; and after reciting that the said *Charles Popham Hill* had long since attained his Age of Twenty-one Years, and that the said *Rosa Hill* attained her Age of Twenty-one Years on or about the Nineteenth Day of *July* in the Year One thousand eight hundred and twenty-six; and after reciting that in or about the Month of *April* in the Year One thousand eight hundred and twenty-nine the said *Rosa Hill* intermarried with the said *James White*,

White, but that no Settlement or Agreement for a Settlement had been executed, either prior or subsequent to the said Marriage, and that there was then Issue of the said Marriage between the said *James White* and *Rosa* his Wife Three Children only, *videlicet*, *Mary Margaret White*, then of the Age of Six Years or thereabouts, *John White*, then of the Age of Five Years or thereabouts, and *Rosa Elizabeth White*, then of the Age of Ten Months or thereabouts; and after reciting that at the Time of the making of the said recited Will of the said *Charles Fitzmaurice Hill* deceased, and down to the Time of his Death, the said Messuages, Lands, Tenements, and Hereditaments called *Marepool* and *Macketts with Smithcote*, and other the Premises so devised as aforesaid to or for the Benefit of the said *Rosa White* and her Children, or the greater Part thereof, were subject to a certain Lease or Leases for a Term or Terms of Years determinable on the dropping of certain Lives, which Leases had been granted to the before-named *Joseph Hadfield*; and after reciting that by an Indenture of Assignment dated the Fourteenth Day of *April* in the Year One thousand eight hundred and thirty-six, made between *John Willing Warren* of the *Grove, Kentish Town*, in the County of *Middlesex*, Esquire, of the First Part, the said *Joseph Hadfield*, therein described as of *Bonchurch* in the *Isle of Wight*, Esquire, and *Amelia Caroline* his Wife, of the Second Part, the Reverend *George Horatio Hadfield* of *Pembroke College, Oxford*, Clerk, (described as the eldest Son of the said *Joseph Hadfield* and *Amelia Caroline* his Wife,) of the Third Part, and the said *James White* of the Fourth Part, the aforesaid Leases of the said Messuages, Lands, and Hereditaments called *Marepool* and *Macketts with Smithcote* (except the said Closes called *Lambledge* and *Mead*), were, in consideration of the Sum of Four thousand Pounds paid by the said *James White*, conveyed and assigned unto the said *James White*, his Executors, Administrators, and Assigns; and after reciting that the said *Francis Worsley*, one of the Trustees named in the said recited Will of the said *Charles Fitzmaurice Hill* deceased, died on or about the Twenty-second Day of *February* in the Year One thousand eight hundred and twenty-six, leaving the said *Alexander Shearer*, his Co-trustee under the same Will, him surviving; and after reciting that the said Estate called by the Name of *Marepool* and *Macketts with Smithcote*, so as aforesaid devised for the Benefit of the said *Rosa White* and her Children, from its Desirableness in point of Situation, and the numerous Villas and Buildings recently erected and then in progress of Erection around and in the immediate Vicinity thereof, had lately become a Property of considerable Value, and the same was very conveniently and eligibly situated for Building Ground, and was capable of being much improved, and its Value would be greatly increased if Building Leases thereof could be granted by some competent Person, but by reason of the Title to the said Estate being so circumstanced as aforesaid, and the said Will not containing a Power to grant Building Leases of any Part of the said Premises, such Leases could not validly be granted, and that it was expedient and would be highly beneficial to the said *James White* and *Rosa* his Wife, on behalf of themselves and their infant Children, if effectual Powers for granting Building Leases of the said Premises were authorized

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

Part of the said Lands and Hereditaments as and for public Streets, Squares, Roads, Paths, and Passages, and to make Drains, Sewers, Culverts, or other Easements for the more convenient Enjoyment thereof, and also to quarry out Stones, and to dig and excavate any Earth, Clay, Lime, Sand, Gravel, or other Materials upon or out of any convenient Part or Parts of the Lands and Hereditaments thereby authorized to be leased or agreed to be leased, (and whether leased or not leased, or agreed or not agreed to be leased to him, her, or them,) and to manufacture the same into Bricks, Tiles, or other Building Materials, to be used or expended in or upon such new Buildings, Repairs, or Improvements as aforesaid, and with or without Liberty for any such Lessee or Lessees to lay out and appropriate any of the Lands, Grounds, and Hereditaments to be comprised in such Lease or Leases, or Contracts for the same, not exceeding in any One Case Five Acres, as and for a Paddock, Plantation, Lawn, Pleasure Ground, or other Appendage of Use or Ornament to be attached to or held with any Villa or detached Messuage erected or to be erected upon any Part of the same Lands and Hereditaments; and it was provided and enacted that all such Leases as aforesaid should be at the best or most improved yearly Rent or Rents that could reasonably be obtained for the same, to commence and take effect from the Date or Commencement of every such Lease, Contract, or Agreement respectively, or at the End or within the Term of Five Years, to be computed from the Date of such Lease, Contract, or Agreement respectively, or by progressive Proportions at any Time within the said Term of Five Years, and provided also that every such Lease, Contract, or Agreement as aforesaid should be made without taking any Fine, Premium, or Foregift for or in respect of the same Lease, Contract, or Agreement; and it was further enacted, that out of the Rents to be reserved upon and received in respect of the Leases to be executed under the Powers in the now-reciting Act contained the Rents reserved by the then existing Lease or Leases of Hereditaments thereby authorized to be leased should, during the Continuance of the said then existing Lease or Leases, be in the first instance from Time to Time paid and satisfied to the Person or Persons entitled to such last-mentioned Rents, but that no Person taking any Lease or Leases under the Powers in the now-reciting Act contained should be bound to see to the Payment of such Rents: And whereas since the passing of the said Act the said *Mary Margaret White* and *John White*, Two of the Children therein named of the said *James White* and *Rosa* his Wife, have departed this Life, and Three other Children have been born and are now living of the Marriage of the said *James White* and *Rosa* his Wife, namely, *Charlotte Helena White*, now of the Age of Four Years or thereabouts, *James Logan White*, now of the Age of Two Years or thereabouts, and *Clara Margaret Jean White*, of the Age of Ten Months or thereabouts: And whereas, in exercise of the said Power to them given by the said recited Act, the said *James White* and *Rosa* his Wife have executed certain Leases of Parts of the Estate so authorized to be let, among others, by an Indenture of Lease bearing Date the Twenty-fifth Day of *March* One thousand eight hundred and forty, and made between the said *James White* and *Rosa* his Wife of the one

Lease, pursuant to said Act, to Geo. Gibson, dated 25th March 1840.

[Private.]

Part, and *George Gibson*, then of *Stanhope Place, Hyde Park*, in the County of *Middlesex*, and now of *Basinghall Street* in the City of *London*, Esquire, of the other Part, the said *James White* and *Rosa* his Wife did demise and lease unto the said *George Gibson*, his Executors, Administrators, and Assigns, all that Piece or Parcel of Land situate in the Parish of *Bonchurch* in the *Isle of Wight*, as the same was then staked or marked out for building, containing by Admeasurement Four Acres Three Roods and Thirty-seven Perches, and described in the Plan thereof drawn in the Margin of the now-reciting Indenture (the same being Parcel of the Lands and Hereditaments comprised in the Schedule annexed to the said recited Act), together with all and singular the Rights, Privileges, Advantages, and Appurtenances whatsoever to the said Piece of Land appertaining, together with Liberty for the said *George Gibson*, his Executors, Administrators, and Assigns, to lay out any Part of the Land thereby demised as a Yard, Garden, or other Conveniences to be used with the Messuage or Buildings therein-after covenanted to be built, or in any other Manner, for any other Purpose, for the Use and Convenience of the said *George Gibson*, his Executors, Administrators, or Assigns, and with Liberty to make Drains, Sewers, Culverts, or other Easements for the more convenient Enjoyment of the Land thereby demised, and also to quarry out Stones and dig and excavate any Earth, Clay, Lime, Sand, Gravel, or other Materials upon or out of any convenient Part of the Lands thereby demised, and to manufacture the same into Building Materials, to be used in or upon the said Messuage or Buildings, and with Liberty for the said *George Gibson*, his Executors, Administrators, or Assigns, to lay out any Part of the Land thereby demised as a Paddock, Plantation, Lawn, Pleasure Ground, or other Appendage of Use or Ornament to be held with the said Messuage or Buildings, to hold the same, with the Appurtenances, unto the said *George Gibson*, his Executors, Administrators, and Assigns, from the Day of the Date of the reciting Indenture, for the Term of Ninety-nine Years, subject nevertheless to such public or other Right of Way as was then existing through, over, or along the said demised Premises, yielding and paying therefore unto the Person or Persons for the Time being entitled to the Premises in Reversion immediately expectant upon the Determination of the said Term the clear Rent of Fifty-seven Pounds, by half-yearly Payments on the Twenty-ninth Day of *September* and the Twenty-fifth Day of *March* in every Year, as therein mentioned, and subject to the several Covenants in the said Indenture of Lease contained on the Part of the said *George Gibson*, his Heirs, Executors, Administrators, or Assigns, to be observed and performed, and among which Covenants was contained a Covenant that the said *George Gibson*, his Executors, Administrators, and Assigns, would, within Two Years from the Date thereof, erect, build, and completely finish, at his and their own Costs and Charges, a Messuage or Dwelling House or detached Villa, with all necessary and commodious Offices, Outbuildings, and other Conveniences, and lay out and expend in and about or upon the erecting, building, and completely finishing the same (exclusive of internal painting and papering) the Sum of One thousand Pounds at the least, and also a Covenant that he the said *George Gibson*, his Heirs, Executors, Administrators, and Assigns, would lay out and

keep laid out all such Parts of the Land thereby demised which should not be used or occupied as the Site of the said Messuage and Buildings as a Garden or Paddock to be attached thereto, or as a Pleasure Ground, Lawn, or other Appendage of Use; and by another Indenture of Lease bearing even Date with the said last-recited Indenture of Lease, and being also made between the said *James White* and *Rosa* his Wife of the one Part, and the said *George Gibson* of the other Part, the said *James White* and *Rosa* his Wife did demise and lease unto the said *George Gibson*, his Executors, Administrators, and Assigns, all that Piece or Parcel of Land situate in the Parish of *Bonchurch* aforesaid, as the same was then staked or marked out for building, containing by Admeasurement Four Acres Three Roods and Thirty-seven Perches or thereabouts, and described in the Plan thereof drawn in the Margin of the reciting Indenture, (the same being Parcel of the Land and Hereditaments comprised in the Schedule annexed to the said Act,) together with all and singular the Rights, Privileges, Advantages, and Appurtenances whatsoever to the said Piece of Land appertaining, (except and always reserved, nevertheless, out of the Demise thereby made, unto the said *James White* and *Rosa* his Wife, and unto the Person or Persons for the Time being entitled to the Premises thereby demised in Reversion immediately expectant on the Determination of the said Term, all that Piece or Parcel of Land running through that Part of the said demised Premises called *Whitestone Field* which then formed the Road leading from the High Road in the Village of *Bonchurch* aforesaid to *Horse Shoe Bay*, and extending in Length Five hundred and fourteen Feet, and in Width Eighteen Feet or thereabouts, little more or less,) together with Liberty for the said *George Gibson*, his Executors, Administrators, and Assigns, to lay out any Part of the Land thereby demised as Yards or Gardens or other Conveniences to be used with the Messuage or Buildings therein-after covenanted to be built, and with the other Messuages and Buildings which the said *George Gibson*, his Executors, Administrators, and Assigns, had Power to build under the Demise thereby made, or in any other Manner for any other Purpose for the Use and Convenience of the said *George Gibson*, his Executors, Administrators, or Assigns, and with Liberty to make Drains, Sewers, Culverts, or other Easements for the more convenient Enjoyment of the Land thereby demised, and also to quarry out Stones and dig and excavate any Earth, Clay, Lime, Sand, Gravel, or other Materials upon or out of any convenient Part of the Lands thereby demised, and to manufacture the same into Building Materials to be used in or upon the said Messuages or Buildings, and with Liberty for the said *George Gibson*, his Executors, Administrators, or Assigns, to lay out any Part of the Land thereby demised as a Paddock, Plantations, Lawns, Pleasure Grounds, or other Appendages of Use or Ornament to be held with the said Messuage or Buildings thereby covenanted to be built or which might be built under the Power in that Behalf therein contained, together also with Liberty for the said *George Gibson*, his Executors, Administrators, and Assigns, and his and their Lessees or Tenants or Occupiers for the Time being of the said demised Premises, to lay underground Pipes for conveying Water through *Merrills*, from the most convenient Point in *Mount Field*, to the said demised

Another
Lease to said
Geo. Gibson,
of same Date.

demised Premises, provided the same were not laid at any greater Distance than Feet from the Northern Boundary of the *Whitstone Field* forming Part of the demised Premises, to hold the same, with the Appurtenances, unto the said *George Gibson*, his Executors, Administrators, and Assigns, from the Day of the Date of the reciting Indenture for the Term of Ninety-nine Years, subject nevertheless to such public or other Right of Way as was then existing through the said demised Premises, yielding and paying therefore during the said Term, unto the Person or Persons for the Time being entitled to the Premises thereby demised in Reversion immediately expectant upon the Determination of the said Term, the clear yearly Rent of Nineteen Pounds, by half-yearly Payments on the Twenty-ninth Day of *September* and the Twenty-fifth Day of *March* in every Year, as therein mentioned, and subject to the Covenants therein contained on the Part of the said *George Gibson*, his Heirs, Executors, Administrators, or Assigns, to be observed and performed, and among which Covenants is contained a Covenant that he the said *George Gibson*, his Executors, Administrators, and Assigns, would, within Two Years from the Date thereof, erect, build, and completely finish, at his and their own Costs and Charges, a Messuage or Dwelling House or other detached Cottage, with necessary Conveniences, and lay out and expend in, about, or upon the erecting, building, and completely finishing the same (exclusive of internal painting and papering) the Sum of One hundred and fifty-six Pounds at the least, and also another Covenant that he the said *George Gibson*, his Executors, Administrators, and Assigns, would lay out and keep laid out all such Parts of the Land thereby demised which should not be used or occupied as the Site of the said Messuage or Cottage therein-before covenanted to be built, and the Messuages and Buildings which he or they were empowered to build thereon by virtue of the reciting Indenture, as Gardens or Paddocks to be attached thereto: And whereas, previously to the Execution of the first herein-before recited Indenture of Lease, the said *George Gibson* had, with the Privity and Approbation of the said *James White* and *Rosa* his Wife, begun to erect and build, and did within Two Years from the Date of the same Indenture completely finish, upon the Piece or Parcel of Land thereby demised, and upon the Site for that Purpose marked in the Plan drawn in the Margin of the said Lease, a very large, handsome, and commodious Capital Messuage, Mansion, or Dwelling House, at a Cost of Six thousand five hundred Pounds and upwards, and, with the like Privity and Approbation of the said *James White* and *Rosa* his Wife, the said *George Gibson* did erect and build, to be used and enjoyed with said Capital Messuage or Mansion, a Coach-house, Stables, and Laundry upon other adjoining Ground held by the said *George Gibson* under another Title, from the Sixth Day of *January* One thousand eight hundred and forty-one, for a Term of Ninety-nine Years, determinable upon the dropping of Three Lives, but renewable from Time to Time for the same Term upon the dropping of any existing Life: And whereas, previously to the Execution of the said secondly herein-before recited Indenture of Lease, the said *George Gibson* had, with the like Privity and Approbation of the said *James White* and *Rosa* his Wife, begun to erect and build, and did within Two Years

from

from the Date of the same Indenture completely finish, upon the Piece or Parcel of Land thereby demised, and upon the Site marked in the Plan drawn in the Margin of the same Lease for the Erection of the Messuage, Dwelling House, or other detached Cottage thereby covenanted to be built, a Messuage or Cottage intended to be and now used as a Lodge to the said Capital Mansion or Dwelling House so built upon the said Piece or Parcel of Land demised by the said first herein-before recited Indenture of Lease as aforesaid, at a Cost of Two hundred Pounds and upwards, exclusively of internal painting and papering, and the Residue of the Lands comprised in the said Two Leases aforesaid the said *George Gibson* has laid out as and for a Paddock, Plantations, Lawns, and Pleasure Grounds to be attached to and held with the said Capital Messuage, Mansion, or Dwelling House: And whereas Doubts have been raised if the said first herein-before recited Lease has not become voidable by reason that no Coach-house, Stables, or Laundry have been erected upon the said Piece or Parcel of Land thereby demised as aforesaid, to be used and enjoyed with the said Capital Mansion or Dwelling House, and it is also apprehended that the said secondly herein-before mentioned Lease is not a valid Lease in conformity with the Power or Authority by the said Act of Parliament given for granting Building Leases, by reason of the Insufficiency as well of the Rent by the said Lease reserved as of the Sum of Money thereby covenanted to be expended in building, and also by reason that the said Act and the Power of leasing thereby given contemplated the building upon each Plot of Ground so authorized to be let as aforesaid of a substantial and independent Messuage or Dwelling House, which it is considered has not been fulfilled by the building upon One Plot of a Cottage to be used as a Lodge to a Capital Messuage or Dwelling House erected upon the other Plot: And whereas the yearly Rent of Seventy-six Pounds would have been the best or most improved yearly Rent which under the Covenants and Provisions of the said Two Indentures of Lease could have been reasonably obtained for the Premises comprised in the same, if such Premises had been granted on Lease by One Indenture of Lease for the same Term and under the same Covenants and Provisions as are contained in the said Indentures of Lease: And whereas the erecting of so large, handsome, and commodious a Mansion or Dwelling House upon the said first herein-before mentioned Piece of Land has greatly improved the Value of the said Estate called *Marepool* and *Macketts with Smithcote*, and of the other Plots which remain to be let upon Building Leases, and no Part of the remaining Ground comprised in either of the said Two recited Leases would be a convenient Site whereupon to erect other suitable Stables, Coach-house, and Laundry, without impeding the Prospect from the Mansion House and Detriment to the Property; and, considering the Premises and the great Cost, and Outlay which has been incurred by the said *George Gibson*, it is only just and reasonable that the Title of the said *George Gibson* to the said Leasehold Premises should be established and confirmed, and also that the said *James White* and *Rosa* his Wife should be empowered to accept a Surrender of subsisting Leases, and to execute new Leases in lieu of the same; but which Purposes cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful

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Leases herein-before recited not to be voidable by reason of Nonperformance of certain Covenants.

and loyal Subjects, the said *James White* and *Rosa* his Wife, and the said *James White* for and on behalf of his said infant Children, and also the said *Charles Popham Hill* and *George Gibson*, 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, That the said firstly herein-before recited Lease shall not be considered voidable or impeachable by reason that a Coach-house, Stable, Laundry, or other Buildings have not been and shall not be erected upon the said Piece or Parcel of Land thereby demised as aforesaid, to be used and enjoyed with the said Capital Mansion or Dwelling House; and that the said secondly herein-before recited Lease shall not be considered invalid and void or voidable by reason of the Insufficiency of the Rent by the said Lease reserved or of the Sum of Money thereby covenanted to be expended in building, or by reason of the non-building thereupon heretofore or hereafter of any other Messuage, Erections, or Buildings than the said Messuage, Cottage, or Lodge so already built thereupon as aforesaid.

Power to *James White*, &c. to accept Surrenders of Leases and to grant new Leases.

II. And be it enacted, That it shall be lawful for the said *James White* and *Rosa* his Wife, or the Person or Persons for the Time being by the said recited Act authorized to grant Building Leases, after the passing of this Act, to accept and receive the Surrender or Surrenders of any Demise or Lease or Demises or Leases already granted of all or any Part of the Lands, Hereditaments, and Premises mentioned in the Schedule to the said Act annexed, of which any Demise or Lease or Demises or Leases is or are now in being, for the Purpose of making a new Demise or Lease, Demises or Leases thereof or of any Part thereof, either alone or jointly with any other Lands, Grounds, or Premises, by virtue of the Powers contained in the said recited Act: Provided always, that, notwithstanding any thing in the said recited Act or herein contained, the Demise or Lease or Demises or Leases to be made in consideration of any such Surrender shall be good, provided the Rent or Rents to be reserved by such new Demise or Lease or new Demises or Leases shall, during the Time or Times during which the Lease or Leases to be so surrendered was or were to have Continuance, be equal to or greater than the Rent or Rents respectively reserved by the Demise or Lease or Demises or Leases to be so surrendered.

General Saving.

III. 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, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said *James White* and the said *Rosa* his Wife, and all and every the Child and Children of the said *Rosa White* already born or hereafter to be born, and the said *Charles Popham Hill*, each and every of them, their, each, and every of their Heirs, Executors, Administrators, and Assigns, and the said *Alexander Shearer* as such Trustee as aforesaid, his Heirs, Executors, Administrators, and Assigns, and all and every other Person and Persons to whom or for whose Benefit any Estate, Right, Title, or Interest of or in the Lands and Premises comprised

in the said Leases is devised or bequeathed under or by virtue of the said Will of the said *Charles Fitzmaurice Hill* deceased,) all such Estate, Right, Title, Interest, Benefit, Claim, and Demand whatsoever in, to, or out of the Hereditaments mentioned and to be comprised in the said Lease hereby authorized to be made, or any Part thereof, as they or any of them respectively had before the passing of this Act, or could or might have had, held, or enjoyed in case this Act had not been passed.

IV. And be it enacted, That this Act 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.

LONDON: Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1843.

