



ANNO QUINTO & SEXTO

GULIELMI IV. REGIS.

Cap. 16.

An Act to enable the Prebendary of the Prebend of *Highleigh*, founded in the Cathedral Church of the *Holy Trinity* of *Chichester*, to accept Surrenders of the existing Lease of any Part of the said Prebend, and to grant new Leases thereof.

[21st July 1835.]

WHEREAS by an Indenture of Lease bearing Date the Twenty-eighth Day of *November* One thousand seven hundred and ninety-five, perfected by Livery of Seisin, and made between the Reverend *David Davis*, then Prebendary of the Prebend of *Highleigh*, founded in the Cathedral Church of the *Holy Trinity* of *Chichester*, of the one Part, and *John Newland*, Citizen and Alderman of the City of *Chichester*, and *John Butler* of *Havant* in the County of *Southampton*, Gentleman, of the other Part, it is witnessed, that the said Prebendary did, for the Considerations therein mentioned, demise and grant unto the said *John Newland* and *John Butler* all that the Prebend of *Highleigh* aforesaid, and all manner of Houses, Buildings, Barns, Stalls, Gardens, Lands, Tenements, Rents, Services, and Hereditaments, with all and singular Rights, Members, and Appurtenances, and all and singular the Glebe Lands, Tenements, Tithes of Corn, Grain, and Hay, and all other Tithes whatsoever, and all Oblations, Obventions, Fruits, Profits, Commodities, Emoluments, Advantages, Pensions, Portions, and Hereditaments whatsoever, with all and singular their and every of their Appurtenances, situate, lying, and being, coming, growing, arising, increasing,

Existing Lease, dated 28th November 1795.

[Private.]

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and

and renewing within the several Parishes of *Sidlesham, Burpham, Ferring, Bishopstone, and Littleington*, or any of them, or elsewhere within the said County of *Sussex*, to the said Prebend of *Higleigh* in anywise belonging or appertaining, or as Part, Parcel, or Member thereof, at any Time theretofore accepted, reputed, taken, known, leased, used, or enjoyed, (except and reserved as in the said Indenture of Lease is mentioned,) to hold the same unto the said *John Newland* and *John Butler*, their Heirs and Assigns, from the making thereof for the Lives of *Francis Diggins, Charles John Newland* (therein by Mistake called *Charles Newland*), and *Joseph Godman*, therein respectively described, and for and during the Lives and Life of the longest Livers and Liver of them, nevertheless upon the Trusts in the said Lease referred to, yielding and paying therefor yearly and every Year during the Lives of the said *Francis Diggins, Charles John Newland, and Joseph Godman*, and the Lives and Life of the longest Liver of them, unto the said *David Davis* and his Successors, the yearly Rent of Twenty Pounds, as therein is mentioned, and under and subject to the Covenants in the said Indenture contained and on the Part of the Lessees to be done and performed: And whereas the said *Charles John Newland* departed this Life in the Month of *January* One thousand eight hundred and thirty-four: And whereas the Reverend *Charles Webber* the younger is now the Prebendary of the said Prebend: And whereas it hath been customary to renew the Lease of the said Prebend and Hereditaments on the dropping of One or more of the Lives for which the same is held: And whereas divers Parts of the said Prebend and Hereditaments comprised in the said Indenture of Lease have been conveyed to and are now vested in different Parties, some of whom are unable or unwilling to join in a Surrender of the said Hereditaments for the Purpose of taking a renewed Lease or Leases of their respective Parts thereof: And whereas Doubts have arisen whether by Law any renewed Lease of any Part of the said Prebend and Hereditaments can be granted by the Prebendary of *Higleigh* for the Time being, unless the whole of the said Prebend and Hereditaments shall be surrendered to or become vested in the said Prebendary: And whereas it is expedient that such Doubts should be removed: Now therefore Your Majesty's most dutiful and loyal Subject *Charles Webber* the younger, Prebendary of the said Prebend of *Higleigh*, 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 be lawful for the said *Charles Webber*, Prebendary of the said Prebend, and his Successors Prebendaries of the said Prebend, from Time to Time and at any Time hereafter, to accept a Surrender or Surrenders of any Part or Parts of the said Prebend and Hereditaments comprised in the aforesaid Lease from any Person or Persons entitled to surrender the same, and to grant and make such Lease or Leases of the said Hereditaments so to be surrendered or any Part thereof, in all respects and in such and the same Manner as such Prebendary for the Time being could or might have done according to Law if the whole of the said Prebend and Hereditaments comprised in the said Lease had been duly surrendered: Provided nevertheless, that there shall be reserved in every such Lease so to be made of any Part of the said Prebend and Hereditaments a Rent or Rents which shall bear (as near as may be) the same Proportion to the said Rent of Twenty Pounds as

Prebendary authorized to accept Surrenders, and to grant new Leases of any Part of the Prebend.

the Value of the Premises to be comprised in every such new Lease shall bear to the whole of the Premises comprised in the said Indenture of Lease of the Twenty-eighth Day of *Novémber* One thousand seven hundred and ninety-five, and so as there shall be reserved and contained in the said Lease or Leases all and every the Reservations comprised in the said recited Lease, so far as the same shall apply to or concern the Hereditaments to be comprised in any such new Lease, and so as all and every the Covenants on the Part of the Lessees to be performed, and which are contained in the said recited Lease, shall, so far as applicable, be contained in every such such new Lease, on the Part of the Tenant or Lessee.

II. Provided also, and be it further enacted, That for the Purpose of ascertaining what shall be the proper Amount of Rent or Rents to be apportioned and reserved on any Lease or Leases to be granted in pursuance of the Powers of this Act it shall be referred to a Surveyor to be appointed by the said Prebendary for the Time being, and the Certificate of such Surveyor, stating the Amount, shall be sufficient Evidence that the Amount of the said Rent or Rents has been properly apportioned and reserved by any such Lease or Leases.

Surveyor to
fix Rents.

III. And be it further enacted, That such Rents and Reservations reserved on every such Lease to be granted in pursuance of the Authorities of this Act shall be deemed and taken to be the ancient and accustomed Rents for such specific Parts respectively of the said Prebend and Hereditaments, within the Intent and Meaning of any Act or Acts of Parliament now in force, notwithstanding the whole of the Hereditaments comprised in the said recited Lease may not have been surrendered to the said Prebendary at the Time of granting such Lease or Leases, so as that in all other respects the Provisions in any Law or Statute now in force, and not inconsistent with the Powers and Provisions contained in this Act, may have been duly complied with.

Rents re-
served in
new Leases
to be deemed
ancient
Rents.

IV. And be it further enacted, That in all Cases where any separate Lease shall be granted under the Authority of this Act, such Part of the Hereditaments comprised in the said recited Lease as shall not have been or shall not be surrendered shall be freed and discharged from so much of the said Rent of Twenty Pounds reserved by the said recited Lease as shall be apportioned to or reserved out of the Hereditaments demised by such new Lease; and that all and every Part of the said original Rent of Twenty Pounds so reserved by the said recited Lease as shall not have been so apportioned or reserved on any such new Lease shall continue payable under or by virtue of the said recited Lease, and in all respects as if the same was the original Rent reserved by such Lease, so as that such Rent be in no Case greater than was apportioned in respect of the said Hereditaments on any Sale or Disposition thereof; and all and every the Covenants and Agreements, Clauses, Reservations, and Things comprised in the said recited Lease, so far as the same shall be applicable to the Hereditaments which shall not be surrendered as aforesaid, shall continue and remain in full Force, notwithstanding the Acceptance of any Surrender of any other Part or Parts of the Hereditaments comprised in the said recited Lease, and in all respects (as regards the Hereditaments comprised in the said recited Lease, and not surrendered,) as if no Surrender of any Part of the said Prebend had been made.

For the Ap-
portionment
of
Rent.

V. And

Statutes as
to granting
Church
Leases ex-
tended to
this Act.

V. And be it further enacted, That all and every the Statutes respecting the granting of Leases by Ecclesiastical Corporations or Persons, and now in force, shall (so far as the same may be applicable) extend to all Leases which shall be granted under the Authority of this Act.

Act to be
printed by
the King's
Printers.

VI. And be it further enacted, That this Act shall be printed by the several Printers to the King'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.

LONDON: Printed by GEORGE EYRE and ANDREW SPOTTISWOODE,
Printers to the King's most Excellent Majesty. 1835.