



ANNO QUINTO & SEXTO

GULIELMI IV. REGIS.

Cap. 14.

An Act for authorizing Sales, Leases, Grants, and Improvements of an Estate at *Lillington* in the County of *Warwick*, devised by the Will of *Matthew Wise* Esquire, and for other Purposes.

[21st July 1835.]

WHEREAS *Matthew Wise*, late of the *Priory* in the County of *Warwick*, Esquire (commonly called *Matthew Blackett Wise*), did, in such Manner as by Law is required for rendering valid Devises of Freehold Estates, duly sign and publish his last Will and Testament in Writing, bearing Date the Twenty-second Day of *August* One thousand eight hundred and seven, and did thereby give, devise, and bequeath unto *William Agar* of *Lincoln's Inn* in the County of *Middlesex*, Esquire, and *John Gustavus Lemaistre* of *Upper Seymour Street, Portman Square*, in the County of *Middlesex*, Esquire, in the said Will called *John Gustavus Lemaitre*, all his (the said Testator's) Freehold Estates whatsoever situate in the several Counties of *Warwick* and *Middlesex*, or elsewhere in the Kingdom of *England*, and also all his Leasehold Estates, and all other his Real and Personal Estate and Effects whatsoever which he might be seised or possessed of, interested in or entitled unto, at the Time of his Decease, in Possession, Reversion, Remainder, or Expectancy, to

[*Private.*]

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hold

Will of
Matthew
Wise, Esq.,
22d August
1807.

hold his said Freehold and Real Estates unto and to the Use of the said *William Agar* and *John Gustavus Lemaistre*, their Heirs and Assigns for ever, and to hold the said Leasehold Estates unto the said *William Agar* and *John Gustavus Lemaistre*, their Executors, Administrators, and Assigns, for such Term or Terms of Years as he should have to come therein respectively at the Time of his Decease, and to hold all other his Personal Estate and Effects unto the said *William Agar* and *John Gustavus Lemaistre*, their Executors, Administrators, and Assigns; and he did thereby direct that they the said *William Agar* and *John Gustavus Lemaistre*, and the Survivor of them, and the Heirs, Executors, and Administrators of such Survivor, should stand and be seised and possessed of and interested in his said Real and Personal Estates thereby devised and bequeathed to them as aforesaid, upon the Trusts and to and for the Intents and Purposes therein-after mentioned, expressed, and declared of and concerning the same; that is to say, upon Trust that they the said *William Agar* and *John Gustavus Lemaistre*, or the Survivor of them, or the Heirs, Executors, or Administrators of such Survivor, or such other Person or Persons as should be appointed a Trustee or Trustees by virtue of the Power therein-after for that Purpose contained, should pay thereout unto his (the said Testator's) Wife *Maria Theodosia Wise* the Sum of Four hundred Pounds within Three Calendar Months next after his Decease, and did and should pay unto *John English Dolben* Esquire, eldest Son of Sir *William Dolben* Baronet, within Six Calendar Months next after his (the said Testator's) Decease, the Sum of One thousand Pounds, or so much thereof as he should not have advanced to him in his Lifetime; and upon further Trust that they the said *William Agar* and *John Gustavus Lemaistre*, or the Survivor of them, or the Heirs, Executors, or Administrators of such Survivor, or such other Person or Persons as should or might be appointed a Trustee or Trustees as aforesaid, should, by and out of the yearly Rents and Profits of his said Freehold and Leasehold Estates, and the Interest, Dividends, and annual Proceeds of his said Personal Estate and Effects, retain the yearly Sum of Fifty Pounds each during the Lives of his said Wife *Maria Theodosia Wise* and of his Sisters *Mary Nutcombe* and *Catherine Wise*, and the Lives and Life of the Survivors and Survivor of them, in case they should respectively so long execute the Trusts thereby in them reposed, as a Compensation for the Trouble they might have therein, such yearly Sum of Fifty Pounds each to be over and above all Costs, Charges, and Expences which they might pay, sustain, or be put unto in or about the Execution of the said Trusts, or in prosecuting or defending any Actions or Suits which they might commence, prosecute, or defend in respect thereof, and should, by and out of the said annual Rents and Profits, Interest, Dividends, and annual Proceeds, pay into the proper Hands of his (the said Testator's) said Wife *Maria Theodosia Wise* the clear yearly Sum of Nine hundred Pounds, subject to a Proviso therein-after contained; and upon further Trust that they the said *William Agar* and *John Gustavus Lemaistre*, or the Survivor of them, or the Heirs, Executors, or Administrators of such Survivor, or such Person or Persons as should be appointed a Trustee or Trustees as aforesaid, should pay the Residue of the said yearly

yearly Rents, Interests, Dividends, and annual Proceeds, and after the Decease of his said Wife then the whole thereof, (after deducting thereout all Charges for Repairs and otherwise, and all such Costs, Charges, and Expences, and the said annual Sums of Fifty Pounds so directed to be retained by each of his said Trustees as aforesaid,) into the proper Hands of his (the said Testator's) said Two Sisters *Mary Nutcombe* and *Catherine Wise*, equally to be divided between them during the Term of their natural Lives, and after the Decease of either of them, upon Trust to pay the whole thereof (subject as aforesaid) unto the Survivor of them during her natural Life; and from and immediately after the Decease of both his said Sisters, then upon Trust that they the said *William Agar* and *John Gustavus Lemaistre*, or the Survivor of them, or the Heirs, Executors, or Administrators of such Survivor, or such other Trustee or Trustees as aforesaid, should pay the whole of the said yearly Rents, Interest, Dividends, and annual Proceeds (subject as aforesaid) unto his said Wife during her Life, and from and immediately after the Decease of his said Wife and Sisters should convey and transfer all and singular his said Real Estates unto his own right Heirs for ever, and did and should assign and transfer all and singular his Leasehold Estates, and also all his Personal Estate and Effects whatsoever, unto such Person or Persons to whom his said Freehold Estates should be so conveyed and transferred, his, her, or their Executors, Administrators, and Assigns; and the said Testator did thereby further declare his Will to be, that the Bequests, Devises, Provision, Benefit, and Advantage therein-before given, devised, and intended to and for his said Wife and Sisters should be for their several and respective separate Use and Benefit, to the Intent that the same and every Part thereof might not be liable to the Control, Order, Debts, Engagements, or Incumbrances of any Person or Persons with whom they might thereafter intermarry, but should be absolutely at their separate Disposal, in the same Manner as if they were sole and unmarried; and he did thereby declare his Will to be, that the Receipt and Receipts of his said Wife and Sisters respectively should from Time to Time (notwithstanding their respective Covertures) be a good and sufficient Discharge and good and sufficient Discharges to his said Trustees or Trustee paying the same, or so much thereof as in such Receipt or Receipts should be mentioned or expressed to be received, any thing therein-before contained to the contrary thereof in anywise notwithstanding; provided also, and he did thereby further declare his Will to be, that the Share and Shares therein-before devised and intended to and for his said Wife and Sisters respectively of and in his said Real and Personal Estates were so devised to or for them respectively upon this express Condition, that they his said Wife and Sisters, or any or either of them, should not at any Time sell, alien, assign, mortgage, or otherwise dispose of, charge, or incumber the same or any Part thereof; and in case any or either of them his said Wife and Sisters should at any Time or Times thereafter sell, alien, assign, mortgage, dispose of, or incumber the same or any Part thereof, that then and from thenceforth it should and might be lawful to and for his said Trustees or Trustee for the Time being, in case they or he should think fit, to pay and apply such Share and Shares, or such
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Part thereof as should be so sold, aliened, assigned, mortgaged, disposed of, or incumbered, or such Part or Parts of the same as his said Trustees or Trustee for the Time being should think proper, unto and for such other Person or Persons to whom he had given any Part of such Rents, Profits, and Interest, or to the Person or Persons who should be entitled to the Estates expectant on the Decease of his said Wife and Sisters, in such Shares and Proportions, and in such Manner in all respects, as his said Trustees or Trustee for the Time being should think fit, any thing therein-before contained to the contrary thereof in anywise notwithstanding; and the Testator appointed the said *William Agar* and *John Gustavus Lemaistre* Executors of his said Will: And whereas the said *Matthew Wise* died on or about the Third Day of *December* One thousand eight hundred and ten without having revoked or altered his said Will (except by a Codicil which was added to enable the said Trustees or Trustee to appoint Receivers and Managers of the said Testator's Estates), and the said Will and Codicil were duly proved in the Prerogative Court of the Archbishop of *Canterbury* by the said *William Agar* and *John Gustavus Lemaistre* on or about the Sixteenth Day of *January* One thousand eight hundred and eleven; and all the Charges created or made by his said Will have been paid and satisfied: And whereas the said *Matthew Wise* left the Reverend *Henry Wise* of *Offchurch* in the said County of *Warwick*, Clerk, his only Brother and Heir at Law: And whereas the said *Maria Theodosia Wise* intermarried with *Thomas Dadley* on or about the Fourth Day of *March* One thousand eight hundred and twelve, and died on or about the Thirteenth Day of *December* One thousand eight hundred and twelve: And whereas the said *Catherine Wise* intermarried with the Reverend *George Moore* on or about the Second Day of *March* One thousand eight hundred and thirteen, and died on or about the Third Day of *July* One thousand eight hundred and twenty-three: And whereas by certain Indentures of Lease and Release and Settlement, bearing Date respectively the Eighteenth and Nineteenth Days of *June* One thousand eight hundred and twenty-eight, the Release and Settlement being made between the said *Henry Wise* of the First Part, *Henry Christopher Wise* of *Offchurch* aforesaid, Esquire (therein described as only Son and Heir Apparent of the said *Henry Wise*), of the Second Part, *Harriett Skipwith* Spinster of the Third Part, *John Wightwick Knightley* Esquire and *Thomas George Skipwith* Esquire of the Fourth Part, and *George Ernest Howman* Clerk and *William Skipwith* Esquire of the Fifth Part, (being the Settlement made in contemplation of the Marriage then intended to be solemnized between the said *Henry Christopher Wise* and *Harriett Skipwith*,) after reciting (amongst other Things) the herein-before recited Will of the said *Matthew Wise*, and that the said *Henry Wise* was at the Time of the Decease of the said Testator and still was the Heir at Law of the said Testator, and as such Heir was entitled in Equity to the Real Estates of the said Testator, but subject to the Life Estate therein of the said *Mary Nutcombe*, and that certain of the Manors and other Hereditaments therein-after described, or certain Parts and Shares of the same, were

Settlement
on the Mar-
riage of
Henry Chris-
topher Wise,
only Son of
Henry Wise,
18th & 19th
June 1829.

were Parts and Parcels of the Real Estates of the said Testator *Matthew Wise*, it was witnessed, that in consideration of the then intended Marriage, and for a nominal Consideration, they the said *Henry Wise* and *Henry Christopher Wise* did grant, bargain, sell, alien, release, and confirm unto the said *John Wightwick Knightley* and *Thomas George Skipwith*, and to their Heirs and Assigns (amongst other Hereditaments), all that the Manor or Lordship of *Lillington* in the said County of *Warwick*, with all the Rights, Members, and Appurtenances thereof, and certain Messuages, Farms, Closes, Pieces or Parcels of inclosed Arable, Meadow, and Pasture Land, situate at *Lillington* in the said County of *Warwick*, and all other the Hereditaments situate in *Lillington* aforesaid, or elsewhere in the said County of *Warwick*, late the Estate of the said *Matthew Wise*, to hold the same (but subject to the Life Estate of the said *Mary Nutcombe*) unto the said *John Wightwick Knightley* and *Thomas George Skipwith* and their Heirs, to the Uses in the said Indenture of Release and Settlement and in part herein-after mentioned; that is to say, from and immediately after the Solemnization of the said intended Marriage, to the Use of the said *George Ernest Howman* and *William Skipwith*, their Executors, Administrators, and Assigns, for the Term of One thousand Years, upon the Trusts therein and herein after mentioned; and after the Expiration or sooner Determination of the said Term of One thousand Years, and in the meantime subject thereto and to the Trusts thereof, to the Use and Intent that the said *Henry Christopher Wise* and his Assigns should, during the joint Lives of himself and the said *Henry Wise*, receive and take from and out of the Rents, Issues, and Profits of the said Manors and other Hereditaments an Annuity or yearly Rent-charge of Nine hundred Pounds, with usual Powers for enforcing the Payment thereof; and from and after the Decease of the said *Henry Christopher Wise*, to the Use and Intent that the said *Harriett Skipwith* and her Assigns (in case she should happen to survive the said *Henry Christopher Wise*) should yearly during the Term of her natural Life receive and take from and out of the Rents, Issues, and Profits of the said Manors and other Hereditaments, an Annuity or yearly Rent-charge or Sum of One thousand Pounds for her Jointure and in lieu of Dower, with the usual Powers for enforcing the Payment thereof; and immediately after the Expiration or sooner Determination of the said Term of One thousand Years, and in the meantime subject thereto and to the Trusts thereof, and without Prejudice to the said several Annuities of Nine hundred Pounds and One thousand Pounds, or such of them as for the Time being should be payable, to the Use of the said *Henry Wise* and his Assigns for his Life, without Impeachment of Waste (except wilful Waste), with Remainder to the Use of the said *Henry Christopher Wise* and his Assigns for his natural Life, without Impeachment of Waste (except wilful Waste), with Remainder to the Use of the said *John Wightwick Knightley* and *Thomas George Skipwith* and their Heirs during the Life of the said *Henry Christopher Wise*, upon Trust to support the contingent Remainders, with Remainder to the Use of the first and other Sons of the said *Henry Christopher Wise* by the said *Harriett Skipwith* successively according to Seniority in Tail Male, with Re-

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remainder

mainder to the Use of the first and other Sons of the said *Henry Christopher Wise* by any other Wife successively according to Seniority in Tail Male, with Remainder to the Use of the first and other Sons of the said *Henry Christopher Wise* successively according to Seniority in Tail, with Remainder to the Use of the said *Henry Christopher Wise* in Tail, and in default of such Issue to the Use of the said *Henry Wise* in Tail, and in default of such Issue to the Use of the said *Henry Wise*, his Heirs and Assigns; and it was thereby declared, that the said Manor and other Hereditaments were so limited to the said *George Ernest Howman* and *William Skipwith*, their Executors, Administrators, and Assigns, for the said Term of One thousand Years, upon Trust by the Ways and Means therein mentioned to levy and raise the Sum of Eleven thousand two hundred and fifty-four Pounds, and pay the same unto the said *Mary Nutcombe*, her Executors, Administrators, and Assigns, in satisfaction and discharge of the Sum of Eleven thousand two hundred and fifty-four Pounds which she the said *Mary Nutcombe* was entitled to as in the said Indenture mentioned, and also to raise such further Sum as might be due to the said *Mary Nutcombe* for Interest on the said last-mentioned Sum of Eleven thousand two hundred and fifty-four Pounds; and upon further Trust, by the same Ways and Means, either in the Lifetime of the said *Henry Wise* (with his Consent in Writing, or else not till after his Decease), to raise the Sum of Twenty-four thousand Pounds for the Three Daughters then living of the said *Henry Wise*, and to pay the same unto the said Daughters at such Time or Times, and in such Shares and Proportions, and subject to such Conditions, Restrictions, and Limitations over (such Limitations over to be for the Benefit of some One or more of such Daughters), as he the said *Henry Wise* by Deed, or by his Will, or any Codicil or Codicils, should direct or appoint; and in default of such Direction or Appointment, or as to such Part of the said Sum of Twenty-four thousand Pounds whereof no such Direction or Appointment, or no effectual Direction or Appointment, should be made, upon Trust to raise and pay the same unto all the Daughters of the said *Henry Wise* in equal Shares, and to vest in them at the Age of Twenty-one Years, or on their respective Marriages with the Consent of the said *Henry Wise*, or of their Guardians or Guardian; and it was thereby provided, that any Sum or Sums which should be given, advanced, or bequeathed by the said *Mary Nutcombe* to the said Daughters or any of them should be in full or in part (according to the Amount thereof) of their said Portions; and upon further Trust by the Ways and Means therein mentioned to raise Portions for Children of the said *Henry Christopher Wise* by the said *Harriett Skipwith*, other than and except an eldest or only Son; and in the said Indenture of Release and Settlement are contained several Powers, and amongst others a Power to appoint new Trustees: And whereas the said *Henry Christopher Wise* intermarried with the said *Harriett Skipwith* on or about the Twenty-fourth Day of *June* One thousand eight hundred and twenty-eight, and has Issue by her Three Sons and One Daughter, *videlicet*, *Henry Christopher Wise*, *George Wise*, *William Naper Wise*, and *Harriett Mary Wise*, all of whom are Infants of tender Years, and no other Issue: And whereas the Three Daughters of the said *Henry Wise*

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mentioned.

mentioned in the said Indenture of Settlement were *Catharine Wise*, *Mary Patience Wise*, and *Louisa Wise*, all of whom have attained the Age of Twenty-one Years: And whereas by a certain Deed Poll bearing Date the Thirtieth Day of *December* One thousand eight hundred and twenty-nine, under the Hand and Seal of the said *William Skipwith*, indorsed on the said Indenture of Release and Settlement of the Nineteenth Day of *June* One thousand eight hundred and twenty-eight, the said *William Skipwith* renounced and disclaimed all Uses, Trusts, Powers, Provisoes, Declarations, and Agreements created and vested in him by the same Indenture, and all his Right, Power, and Authority whatsoever to act under the same Trusts: And whereas the said *John Wightwick Knightley* died at *Terracina* in *Italy* on or about the Twenty-eighth Day of *April* One thousand eight hundred and thirty, and was buried at *Offchurch* in the said County of *Warwick* on the Second Day of *June* following: And whereas by a certain Indenture bearing Date the Twenty-second Day of *July* One thousand eight hundred and thirty (indorsed on the said Indenture of Release and Settlement), and made between the said *Henry Wise* and *Henry Christopher Wise* of the First Part, the said *George Ernest Howman* of the Second Part, the said *Thomas George Skipwith* of the Third Part, the Reverend *Frederick Townsend* Clerk of the Fourth Part, *Glynne Earle Welby* Esquire of the Fifth Part, *Joseph Shipton* Gentleman of the Sixth Part, and *Edward Greaves* Gentleman of the Seventh Part, the said *Henry Wise* and *Henry Christopher Wise*, in exercise of a Power given to them for that Purpose by the therein within Indenture, did appoint the said *Frederick Townsend* to be a Trustee in the Place of the said *William Skipwith*, jointly with the said *George Ernest Howman*, in all the Trusts and for all the Purposes in and for which the said *George Ernest Howman* and *William Skipwith* were by the therein within Indenture jointly named Trustees, and which were then subsisting or capable of taking effect; and by the same Indenture the said *Henry Wise* and *Henry Christopher Wise*, in exercise of a Power given to them for that Purpose by the therein within Indenture, did appoint the said *Glynne Earle Welby* to be a Trustee in the Stead or Place of the said *John Wightwick Knightley*, jointly with the said *Thomas George Skipwith*, in all the Trusts and Powers and for all the Purposes in and for which the said *John Wightwick Knightley* and *Thomas George Skipwith* were by the same Indenture jointly named Trustees, and which were then subsisting or capable of taking effect; and by virtue of the said Indenture now in recital, (which, so far as it operated as a Release, was grounded on a Lease for a Year bearing Date the preceding Day,) and by virtue of an Indenture bearing Date the Twenty-third Day of *July* One thousand eight hundred and thirty (also indorsed on the said Indenture of Release and Settlement), and made between the said *Joseph Shipton* of the First Part, the said *Edward Greaves* of the Second Part, the said *George Ernest Howman* and *Frederick Townsend* of the Third Part, and the said *Thomas George Skipwith* and *Glynne Earle Welby* of the Fourth Part, (and which Indenture, so far as it operated as a Release, was grounded on a Lease for a Year bearing Date the preceding Day,) all the Manors and other Hereditaments comprised in the Term of One thousand Years created by the said Indenture

Indenture of Settlement were vested in the said *George Ernest Howman* and *Frederick Townsend* for the Residue of the said Term upon the Trusts in the same Indenture declared concerning the same, and all the said Manors and other Hereditaments mentioned in the said Indenture of Settlement were conveyed unto the said *Thomas George Skipwith* and *Glynne Earle Welby* and their Heirs, to the Uses, upon the Trusts, and for the Intents and Purposes, and with, under, and subject to the Powers, Provisoes, Declarations, and Agreements, in the said Indenture of Release and Settlement declared concerning the same, but with such Substitution of Trustees as aforesaid: And whereas by a Deed Poll bearing Date the Thirty-first Day of *December* One thousand eight hundred and thirty-four, under the Hand and Seal of the said *Henry Wise*, after reciting (amongst other Things) the said Indenture of Release and Settlement of the Nineteenth Day of *June* One thousand eight hundred and twenty-eight, he the said *Henry Wise*, by virtue and in exercise of the Power of Appointment to him given or reserved in and by the therein and herein before in part recited Indenture of Settlement of the Nineteenth Day of *June* One thousand eight hundred and twenty-eight, and by virtue and in exercise of every other Power and Authority him in that Behalf in anywise enabling, did appoint that the said *George Ernest Howman* and *Frederick Townsend*, or other the Trustees or Trustee for the Time being acting in the Trusts of the said Term of One thousand Years, should, but subject to the Proviso therein-after contained, and also to the Proviso contained in the said Indenture of Settlement of the Nineteenth Day of *June* One thousand eight hundred and twenty-eight, respecting any Sum or Sums of Money which might be given by the said *Mary Nutcombe* to the said *Louisa Wise*, immediately after the Decease of him the said *Henry Wise*, levy and raise the Sum of Eight thousand Pounds (Part of the said Sum of Twenty-four thousand Pounds so directed to be raised under or by virtue of the Trusts of the said Term of One thousand Years as aforesaid), and pay the same unto the said *Louisa Wise*, her Executors, Administrators, or Assigns, for her and their own absolute Use and Benefit; provided that in case the then intended Marriage between the Reverend *Ernest Adolphus Waller* and the said *Louisa Wise* should not be had and solemnized on or before the First Day of *March* then next ensuing, the Day of the Date thereof, then and in such Case the Appointment thereby made should be null and void: And whereas by an Indenture bearing Date the Fourteenth Day of *January* One thousand eight hundred and thirty-five, and made between the said *Louisa Wise* of the First Part, the said *Ernest Adolphus Waller* of the Second Part, the said *Henry Wise* of the Third Part, Sir *John Mordaunt* Baronet, Sir *Jonathan Wathen Waller* Baronet, Knight Grand Cross of the Guelphic Order, the Reverend *Stanier Porten*, and *Alexander Baillie* Esquire, of the Fourth Part (being the Settlement executed on the Marriage of the said *Ernest Adolphus Waller* with the said *Louisa Wise*), the said Sum of Eight thousand Pounds so appointed to her the said *Louisa Wise* as aforesaid was (with other Sums) assigned by her unto the said Sir *John Mordaunt*, Sir *Jonathan Wathen Waller*, *Stanier Porten*, and *Alexander Baillie*, their Executors, Administrators, and Assigns, (subject to the said Proviso contained in the said

Settlement
on the Mar-
riage of
Louisa Wise
with the Rev.
*Ernest Adol-
phus Waller*,
14th Jan.
1835.

said Indenture of Settlement of the Nineteenth Day of *June* One thousand eight hundred and twenty-eight respecting any Sum or Sums of Money which might be given by the said *Mary Nutcombe* to the said *Louisa Wise*,) upon the Trusts, and with, under, and subject to the Powers, Provisoos, Declarations, and Agreements therein contained concerning the same, for the said *Ernest Adolphus Waller* and *Louisa Wise* and their Children, and in a certain Event for her next of Kin: And whereas the said *Ernest Adolphus Waller* intermarried with the said *Louisa Wise* on or about the Fifteenth Day of *January* One thousand eight hundred and thirty-five: And whereas the Messuages or Tenements and Buildings, Pieces or Parcels of Land and Hereditaments, particularly mentioned and comprised in the Schedule to this Act, are situate in the Parish of *Lillington* aforesaid, except a small Piece of Woodland containing One Rood and Thirty-six Perches, which is situate in the Parish of *Leamington Priors* in the said County of *Warwick*, and are Part of the Hereditaments which were devised by the said Will of the said *Matthew Wise* as aforesaid, and which are comprised in the said recited Indentures of Lease and of Release and Settlement of the Eighteenth and Nineteenth Days of *June* One thousand eight hundred and twenty-eight: And whereas the said Parish of *Lillington* adjoins to the said Parish of *Leamington Priors*, which last-mentioned Place from its mineral Waters has become a Place of public Resort, and in consequence thereof there exists a great Demand for Land to be used for the Purposes of building and for supplying Materials for Buildings: And whereas the said Lands and Hereditaments in the Schedule to this Act from the Situation thereof are particularly eligible for the Purposes aforesaid, and it would be very beneficial to the Persons interested therein that various Powers should be granted with a view to the Objects aforesaid; but by reason of the Limitations and Trusts to which the same Hereditaments are subject it is apprehended that the Objects aforesaid cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *Mary Nutcombe*, the said *Henry Wise*, and the said *Henry Christopher Wise*, on behalf of himself and his Three infant Sons and infant Daughter, do 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 all the Messuages or Tenements, Buildings, Pieces or Parcels of Land or Ground, and other Hereditaments mentioned in the Schedule to this Act, with the Appurtenances, shall, from and immediately after the passing of this Act, be vested in the Reverend *John Thomas Parker* of *Newbold-upon-Avon* in the County of *Warwick*, Clerk, and *Kelynge Greenway* of the Borough of *Warwick*, Esquire, their Heirs and Assigns, for the several Purposes herein-after expressed and declared concerning the same.

The Hereditaments in the Schedule vested in Trustees.

II. And whereas the greater Portion of the Land in and adjoining to the said Town of *Leamington* is vested in Persons having uncontrolled Powers over the same, and Plots of Land offered for absolute

Trustees empowered to sell.

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Sale find a more ready Market for Building Purposes than when offered to be let for a Term of Years only; be it therefore further enacted, That it shall be lawful for the said *John Thomas Parker* and *Kelynge Greenway*, and the Survivor of them, and the Heirs and Assigns of such Survivor, at any Time during the Life of the said *Mary Nutcombe*, with such Consent as herein-after mentioned, absolutely to make Sale and dispose of all and singular the said Messuages or Tenements, Buildings, Pièces or Parcels of Land or Ground, and Hereditaments, mentioned in the Schedule to this Act, or any of them, or any Part or Parts thereof, with the Appurtenances, and the Fee Simple and Inheritance thereof in Possession, either by public Sale or private Contract, in such Lots or Parcels, and subject to such Reservations, Conditions, and Stipulations with reference to Buildings, and the forming and maintaining Squares, Streets, Roads, and Sewers, or otherwise, as the said Trustees or Trustee, with such Consent as aforesaid, shall think fit, to any Person or Persons who shall be willing to purchase the same, free from all Incumbrances (except Land Tax and other usual Outgoings and Payments), and for the best Price or Prices that can or may, in the Opinion of the said Trustees or Trustee, be reasonably gotten for the same; and that upon Payment in manner herein-after mentioned of the Purchase Money for which such Hereditaments, or any Part or Parcel thereof, shall be sold, it shall be lawful for the said *John Thomas Parker* and *Kelynge Greenway*, or the Survivor of them, or the Heirs or Assigns of such Survivor, to convey or assure the Hereditaments which shall be so sold, with their Appurtenances, unto and to the Use of the Purchaser or Purchasers thereof, his, her, or their Heirs or Assigns, or to such Uses and in such Manner as he, she, or they shall direct or appoint, freed and for ever discharged of and from all Estates, Limitations, Uses, Trusts, Powers, Provisoos, Conditions, Charges, and Incumbrances whatsoever in and by the said Will and Codicil of the said *Matthew Wise*, and the said recited Indentures of the Nineteenth Day of *June* One thousand eight hundred and twenty-eight and the Twenty-third Day of *July* One thousand eight hundred and thirty, limited, expressed, and declared of and concerning the same, and from the Estate of the Heir or Heirs of the said *Matthew Wise*, but subject to such Reservations, Conditions, and Provisoos as to the said Trustees or Trustee shall seem fit; provided that no such Sale as aforesaid shall be made of any of the said Hereditaments without the Consent of the said *Mary Nutcombe*, and if the said *Henry Wise* and *Henry Christopher Wise* or either of them shall be living, then without their or his Consent, and that no such Sale of the Hereditaments comprised in the Second Part of the said Schedule or any Part thereof shall be made without the further Consent of the Trustees or Trustee for the Time being under the said Will of the said *Matthew Wise*, and that such several Consents as aforesaid shall be signified in Writing.

Trustees
authorized to
grant Liberty
of digging
Gravel, &c.

III. And whereas the said Lands and Hereditaments abound with Brick Earth, which Brick Earth, from the undulating Nature of Part of the Ground, may be dug not only without Injury to the Property, but such Ground will be thereby rendered level and more available

for the Purposes of building; be it therefore further enacted, That it shall and may be lawful to and for the said *John Thomas Parker* and *Kelynge Greenway*, or the Survivor of them, or the Heirs or Assigns of such Survivor, during the Life of the said *Mary Nutcombe*, with her Consent, and also with the Consent of the said *Henry Wise* and *Henry Christopher Wise*, or the Survivor of them, if they or either of them shall be living (such several Consents to be signified in Writing), from Time to Time to grant to any Person or Persons the Liberty or Privilege of digging and raising Earth, Loam, Clay, Gravel, and Sand, or any other Soil or Materials, for the Purpose of making Bricks, Quarries, or Tiles, or for any other Purpose, out of any convenient Part or Parts of the Lands or Grounds mentioned in the Schedule to this Act, or any of them, where the same may be found, and of selling and disposing of the same accordingly, and to enter into any Contract or Contracts with any Person or Persons who may be willing to treat for the same, or by any Deed or Deeds to be sealed and delivered by them or him in the Presence of and to be attested by One or more Witness or Witnesses, with such Consent as aforesaid, to demise or lease any Part or Parts of the same Lands or Grounds to any Person or Persons who may be willing to take the same, for the Purpose of digging or raising and carrying away any Clay, Sand, or Gravel, or for the Purpose of making Bricks, Quarries, or Tiles, for any Term or Number of Years not exceeding Twenty-one Years in Possession from the Date of such Lease or Leases, with full Liberty and Privileges for the Lessee or Lessees to dig and raise out of the Land or Ground comprised in such Lease or Leases respectively Earth, Loam, Clay, Sand, Gravel, and other Soil, for the Purpose of making Bricks, Quarries, or Tiles, or for any other Purpose, and also to dress, work up, make, manufacture, and burn the same into Bricks, Quarries, or Tiles upon the Land or Ground so to be let, or some Part or Parts thereof, and to take, carry away, and dispose of the same Clay, Sand, or Gravel, Bricks, Quarries, or Tiles, for his, her, and their own Use and Benefit, and with or without the Liberty of erecting, setting up, and making on the Land or Ground so to be let any Sheds, Erections, Mills, Implements, Works, and Devices which may be thought advisable or necessary for the Purposes aforesaid, and to take down any Sheds, Erections, Mills, Implements, Works, and Devices which may be so respectively erected, set up, and made, and to carry away the same, or to erect, set up, and make the same respectively, or some others in lieu thereof, on the same or any other Part or Parts of the Land and Ground so to be let, and with or without any other Liberties, Privileges, and Easements which may be thought advisable or necessary for the Purposes aforesaid; so nevertheless that there be reserved and made payable in every such Contract or Lease the best Rent *per Acre* that can be reasonably had or gotten as a Surface Rent for the Land or Ground so to be let, and also the best Rent or Royalty for the said Clay, Sand, or Gravel, or for every One thousand of Bricks, Quarries, or Tiles that may be made on the said Premises, or other Reservations or Payments for the Liberties, Privileges, and Easements to be thereby granted that can be reasonably had or gotten for the same, and such Rents, Reservations, or other Payments respectively to be made

made payable in such Manner as may be thought advisable, but so that in every such Contract or Lease there be contained a Covenant by the Lessee or Lessees for the Payment of the Rent or Rents or other Payments to be thereby reserved and made payable, and all such other Covenants, Clauses, Provisoos, and Restrictions as may be thought advisable, and so that the Lessee or Lessees do execute a Counterpart of every such Contract or Lease.

The Trustees empowered to exercise the same Privileges.

IV. And be it further enacted, That it shall and may be lawful to and for the said *John Thomas Parker* and *Kelynge Greenway*, and the Survivor of them, and the Heirs or Assigns of such Survivor, with such Consent as last mentioned, to exercise all or any of the Liberties and Privileges which the said Trustees and Trustee are herein-before authorized to grant and contract to grant as aforesaid for the Purpose of digging or raising Clay, Sand, or Gravel, or for the Purpose of making Bricks, Quarries, and Tiles, out of and on any Part of the Lands or Grounds comprised in the Schedule to this Act; and the said Trustees or Trustee for the Time being under this Act shall, out of the net Monies arising from the said Clay, Sand, Gravel, Bricks, and Tiles, in the first place and as the first Charge thereon, pay to the Person or Persons who, if this Act had not passed, would for the Time being have been beneficially entitled to the same Lands or Grounds, the best or most reasonable Rent as a Surface Rent which could be obtained for the same, and to be determined by the said Trustees or Trustee.

Power to set out and appropriate Parts of the Lands for Streets, Squares, Drains, and Sewers.

V. And be it further enacted, That it shall be lawful for the said *John Thomas Parker* and *Kelynge Greenway*, and the Survivor of them, and the Heirs or Assigns of such Survivor, and they and he are and is hereby authorized and empowered, during the Life of the said *Mary Nutcombe*, with her Consent, and also with the Consent of the said *Henry Wise* and *Henry Christopher Wise*, or the Survivor of them, if they or either of them shall be living, such several Consents to be signified in Writing, from Time to Time to set out and appropriate any Part or Parts of the Hereditaments mentioned in the Schedule to this Act (either excluding or including the Sites of the Messuages or Buildings which may be pulled down by virtue of this Act) as and for a Way or Ways, Street or Streets, Avenue or Avenues, Path or Paths, Passage or Passages, Watercourse or Watercourses, Sewer or Sewers, Drain or Drains, Cesspool or Cesspools, or other Convenience or Conveniences; and also, if they or he shall think fit, to set out and appropriate any Part or Parts of the same Hereditaments as and for a Square or Squares, or open Space or Spaces, in any other Form or Forms; and also, if they or he shall think fit, to make and form into a Way or Ways, Street or Streets, Avenue or Avenues, Path or Paths, Passage or Passages, Watercourse or Watercourses, Sewer or Sewers, Drain or Drains, Cesspool or Cesspools, or other Convenience or Conveniences, Square or Squares, or open Space or Spaces, in any other Form or Forms, the Hereditaments so set out and appropriated as aforesaid, and to divide into such Lots and in such Way and Manner as the said Trustees or Trustee for the Time being

being acting in the Execution of this Act shall in their or his Discretion think most beneficial the said Hereditaments (either excluding or including so much of the said Hereditaments as shall be set out and appropriated by virtue of this Act as and for Ways, Streets, Avenues, Paths, Passages, Watercourses, Sewers, Drains, Cesspools, or other Conveniences); and also to fence and inclose, if they or he shall think it expedient, all or any of the Lots into which the said Hereditaments shall be so divided as aforesaid, and to grub up, cut, and take down all or any of the Hedges, Fences, Timber, and other Trees and Underwood respectively growing and standing on the said Hereditaments, or any Part or Parts thereof, and to take down and remove all or any of the Houses, Buildings, and Erections now standing and being on the said Hereditaments, and to sell and dispose of, either together or in Parcels, and either by public Auction or private Contract, all or any of the Materials composing all or any of the Houses, Buildings, Fences, and Erections which shall be so taken down and removed, and to use and apply the said Materials, or any Part of them, or any Part or Parts thereof, in such Manner as they or he shall think most beneficial for effectuating the Objects and Purposes of this Act, or any of them; and also to sell and dispose of, either together or in Parcels, and either by public Auction or private Contract, all or any of the Materials composing any House or Houses, Building or Buildings, or other Erection or Erections, now standing and being on the said Hereditaments, with such Provisions for pulling down the House or Houses, Building or Buildings, or other Erection or Erections, the Materials whereof shall be so sold and disposed of, and removing the Materials thereof, as they or he shall think fit, and to level all or any Part of the said Land or Ground, and to remove, fill up, arch over, cover in, stop, and divert such Mound or Mounds, Pit or Pits, Dyke or Dykes, Ditch or Ditches, River or Rivers, Pond or Ponds, Watercourse or Watercourses, and Drain or Drains in or upon the said Land or Ground as they or he may think fit, and to make or cause to run and flow in any other Course which they or he may think fit in, over, and through the said Land or Ground any River or Rivers, Watercourse or Watercourses, which they or he may think fit to stop or divert, and to dig, sell, and dispose of all such Sand, Gravel, Stone, Brick Earth, Clay, Loam, and other Earth or Soil as it shall be found convenient to remove for effecting any of the Objects and Purposes of this Act.

VI. And be it further enacted, That the Receipts of the Trustees or Trustee for the Time being under this Act shall be an effectual Discharge for the Rents, Reservations, and Royalties reserved on any Lease or Contract for making Bricks, Quarries, or Tiles, and for the Monies derived by the Trustees or Trustee under this Act from Clay, Sand, Gravel, Stone, or Materials, or from Bricks, Quarries, or Tiles made by them or him or under their or his Direction, and that such Receipts shall exonerate the Person or Persons paying such Monies, Rents, and Royalties from all Obligation of seeing to the Application thereof,

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Receipts of the Trustees to be good Discharges for Monies arising from Gravel or Brick Earth.

thereof, and from all Liability for the Misapplication or Nonapplication thereof.

Application
of Monies
arising from
Sale of Gravel
or Brick
Earth.

VII. And be it further enacted, That it shall be lawful for the Trustees and Trustee for the Time being under this Act from Time to Time to apply all or any Monies which shall arise from the Sale of Clay, Sand, Gravel, Stone, Bricks, Tiles, or Materials, or from the Reservations and Royalties (not being Surface Rents) reserved on the Grant of any Privileges and Powers by this Act authorized to be granted, to the effecting all or any of the several Objects and Improvements which the said Trustees and Trustee are and is hereby authorized to carry into effect, and also to the Purchase of any Fee-farm Rent or Rents charged on the said Hereditaments or any Part thereof, and so that the same may be extinguished, and to the Payment of the Costs, Charges, and Expences relating to the obtaining and passing of this Act; and that it shall be lawful for the High Court of Chancery at any Time or Times, on Application to be made in a summary Way by the Person or Persons on whose Application the Investment of Monies paid into the Bank in pursuance of this Act is directed to be made, to direct any Monies which shall have been so paid into the Bank, or the Produce of any Bills which shall have been purchased with any of such Monies, to be applied to all or any of the Purposes aforesaid.

Monies
arising from
Sales to be
paid into
the Bank.

VIII. And be it further enacted, That all and singular the Monies to arise by any Sale or Sales to be made in pursuance of this Act of any Messuages or Tenements, Lands or Hereditaments, shall be paid by the Purchaser or Purchasers of the Hereditaments which shall be so sold into the Bank of *England* in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there *ex parte* "the Persons interested in the Estates of *Matthew Wise* deceased," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and the general Rules and Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four; and that the Trustees or Trustee for the Time being under this Act shall pay into the Bank in like Manner all Monies which shall arise from the Sale of Clay, Sand, or Gravel, Bricks, Tiles, or Materials, or from the Reservations or Royalties (not being Surface Rents) reserved on the Grant of any Privileges and Powers by this Act authorized to be granted, and which shall not be applied by the said Trustees or Trustee pursuant to the Powers herein contained; and that the Monies which shall be so paid into the Bank as aforesaid, or a competent Part thereof, shall and may, upon Petition of the Person or Persons who would be beneficially entitled for the Time being to the Possession or to the Receipt of the Rents and Profits of the Estates to be purchased as herein-after directed, or the Guardian or Guardians of such Person or Persons if he, she, or they shall be under the Age of Twenty-one Years,

Years, in a summary Way, be applied by the said Court in or towards the Discharge of the Costs, Charges, and Expences of applying for and obtaining and passing this Act, and also of the Costs, Charges, and Expences attending such Sale or Sales as aforesaid, and the Matters incident thereto, and the Execution of the several Powers and Trusts hereby created and the Investments to be made in pursuance of this Act; and the Surplus of such Monies shall be laid out and invested, under the Order and Direction and with the Approbation of the said Court, to be obtained on Petition by such Person or Persons as aforesaid in a summary Way, in the Purchase of Freehold or Copyhold Hereditaments, whereof not more than One Sixth Part shall be Copyhold, free from all Incumbrances, (except Land Tax, Quit Rents, usual Outgoings and Payments,) to be situate, lying, and being or arising in the County of *Warwick* or elsewhere in *England*; and all and singular the Freehold and Copyhold Hereditaments which shall be so purchased as aforesaid shall be conveyed to the said *William Agar* and *John Gustavus Lemaistre*, or to the Trustees or Trustee for the Time being of the Will of the said *Matthew Wise*, and their or his Heirs, and settled to the same Uses, and to and for such and the same Trusts, Ends, Intents, and Purposes, and with, under, and subject to such and the same Powers, Provisoos, and Limitations, as the said Estates and Hereditaments devised by the said Will of the said *Matthew Wise*, and not hereby made saleable, shall then stand limited and subject to, or as near thereto as the Nature and Tenure of the said Estates and Hereditaments so to be purchased as aforesaid, and the Rules of Law and Equity, will admit.

IX. And be it further enacted, That the Certificate or Certificates of the said Accountant General of the Payment of any Monies into the Bank of *England*, together with the Receipt or Receipts of One of the Cashiers of the said Bank, to be thereto annexed and therewith filed in the Register Office of the said Court of Chancery, shall from Time to Time be good and effectual Discharges for the Monies thereby directed to be paid into the Bank, or so much thereof as in such Certificates and Receipts respectively shall be expressed to be paid; and the Purchaser or Purchasers of the Hereditaments hereby authorized to be sold, and other the Persons paying such Monies, his, her, and their Heirs, Executors, Administrators, and Assigns, shall not be afterwards obliged to see to the Application of such Monies, or be accountable for any Misapplication or Nonapplication of the same respectively or any Part thereof.

X. And be it further enacted, That all Sums of Money which shall be paid into the Bank of *England* as aforesaid shall in the meantime and until the said Money shall be invested in such Purchase or Purchases, or otherwise applied under the Direction of the said Court of Chancery as aforesaid, from Time to Time be laid out in the Purchase of Navy or Victualling or Exchequer Bills, and the Interest arising from the Money so laid out in the said Navy, Victualling, or Exchequer Bills, and the Money received for the same

as

as they shall be respectively paid off by Government, shall be laid out in the Name of the said Accountant General in the Purchase of other Navy, Victualling, and Exchequer Bills: Provided always, that it shall be lawful for the said Court of Chancery to make such general Order or Orders, or special Order or Orders, if necessary, that whenever the Navy, Victualling, or Exchequer Bills of the Date of those in the Hands of the said Accountant General shall be in the course of Payment by Government, and new Navy, Victualling, and Exchequer Bills shall be issued, such new Navy, Victualling, and Exchequer Bills may be received or exchanged for those which are so in the course of Payment as shall be effectual for enabling such Receipt in exchange, and that in that Event the Interest of the new Bills shall be laid out as before directed with respect to the Interest of the old Bills which are respectively paid off; all which Navy, Victualling, and Exchequer Bills respectively, whether purchased or exchanged, shall be deposited in the Bank of *England* in the Name of the said Accountant General, and shall there remain until a proper Purchase or Purchases be found and approved as herein-before directed, and until the same shall, upon Petition to the said Court of Chancery in a summary Way by or on behalf of the Person or Persons who would have been entitled to the Rents and Profits of the Hereditaments to be purchased as aforesaid in case the same were purchased by virtue of this Act, be ordered to be sold by the said Accountant General for completing such Purchase or Purchases in such Manner as the said Court shall think just and direct; and if the Money arising by the Sale of such Navy, Victualling, or Exchequer Bills shall exceed the Amount of the original Purchase Money so laid out in the Purchase of them as aforesaid, then and in that Case the Surplus which shall remain after discharging the Expences of Applications to the said Court shall be paid to such Person or Persons respectively as would for the Time being have been entitled to the Rents and Profits of the said Hereditaments hereby directed to be purchased in case the same had been purchased in pursuance of this Act, or the Representative or Representatives of such Person or Persons, as Part of his, her, or their Personal Estate.

Trustees empowered to make Grants in Fee, and to grant Building and Repairing Leases.

XI. And be it further enacted, That from and immediately after the passing of this Act it shall and may be lawful to and for the said *John Thomas Parker* and *Kelynge Greenway*, or the Survivor of them, or the Heirs or Assigns of such Survivor, at any Time or Times during the Life of the said *Mary Nutcombe*, with her Consent, and if the said *Henry Wise* and *Henry Christopher Wise* or either of them shall be living, then with their or his Consent (such several Consents to be signified in Writing), by Deed sealed and delivered in the Presence of and attested by One or more Witness or Witnesses, to grant and convey in Fee, or demise or lease for Nine hundred and ninety-nine Years, or any other Term or Number of Years, all or any Part of the Pieces or Parcels of Land or Ground mentioned in the Schedule to this Act to any Person or Persons who shall be willing to erect and build any House or Houses or other Buildings upon the said Land or Ground or any Part thereof, or to improve or repair any Houses

Houses or Buildings now standing and being or which shall be erected on the said Land or Ground, or any Part thereof, or who shall be willing to annex any Part of the said Land or Ground for Gardens, Yards, or other Conveniences to Buildings erected and built on the said Land and Ground, or any Part thereof, or on any adjoining Land or Ground, or otherwise to improve the said Premises or any Part thereof, and to supply the Grantee and Grantees, Lessee and Lessees, with any Quantity of Clay, or of the Bricks, Tiles, and Quarries which may be made under the Powers herein contained, to be used in the Erections, Buildings, and Improvements on the Land to be comprised in any such Grant or Lease, if the said Trustees shall think proper so to do, upon the Terms of an increased Ground Rent or otherwise, and with or without Liberty for the Grantee or Grantees, Lessee or Lessees, to take down existing Buildings, and to apply the Materials thereof to such Purposes as shall be agreed upon, and with or without Liberty for the Grantee or Grantees, Lessee or Lessees, to set out and allot any Part or Parts of the Land or Ground to be comprised in any such Grant or Lease as and for the Site of any Squares, Crescents, Circuses, or other Spaces of Ground, Streets, Roads, Ways, Avenues, Passages, Sewers, Drains, Yards, Gardens, or otherwise, for the Use and Convenience of the respective Grantees, Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement of the Premises, and also with or without Liberty for the Grantee or Grantees, Lessee or Lessees, to dig and make in or under any of the Land or Ground which may be set out and allotted for Streets, Roads, Ways, Avenues, or Passages as aforesaid, any Arches, Cellars, Areas, or other Easements to any Houses or Buildings, and also with or without Liberty for the Grantee or Grantees, Lessee or Lessees, to dig, take, and carry away, in and out of the Land or Ground to be comprised in his, her, or their Grant or respective Grants, or Lease or respective Leases, any such Earth, Clay, Sand, Loam, Gravel, or other Soil as it shall be found necessary or convenient to remove for effecting any of the Purposes aforesaid, and also to dig and excavate any Earth, Clay, Loam, Sand, or other Soil out of any convenient Part of the respective Premises to be comprised in such respective Grants or Leases, and to manufacture the same into Bricks, Quarries, or Tiles, and also with or without any other Liberties or Privileges which to the Trustees or Trustee for the Time being exercising this present Power shall seem reasonable, so as in every such Grant, Lease, or Demise there be reserved and made payable (except in those Instances in which a Peppercorn Rent may be reserved according to the Provisions herein-after contained) the best yearly Rent that can be reasonably had or gotten for the same, to be made payable half-yearly or oftener, and in such Parts in Fee either by way of Reservation in Fee Farm or by way of Limitation of Use; and so as every such Grant, Lease, or Demise be made without taking any Fine, Premium, or Foregift, or any thing in the Nature thereof, for or in respect of the making the same; and so as in every such Grant in Fee there be contained Powers of Distress and Entry, and of Perception of Rents and Profits for recovering and enforcing the Payment of such Rents; and so as in every such Grant, Lease, or Demise made for the Purpose of having Buildings finished or erected and built there shall be

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contained a Covenant on the Part of the Grantee or Grantees, Lessee or Lessees, to build and finish the Houses or other Buildings which may be agreed to be erected and built on the Premises, and within a Time to be specified for that Purpose, and to keep in repair during the Term such Houses and other Buildings; and so as in every such Grant, Lease, or Demise made for the Purpose of having Buildings repaired or rebuilt there shall be contained a Covenant on the Part of the Grantee or Grantees, Lessee or Lessees, substantially to rebuild or repair the same within a Time to be specified for that Purpose, and to keep in repair the Houses or other Buildings agreed to be rebuilt or repaired; and so as in every such Grant, Lease, or Demise, whether for building or repairing or otherwise, there be contained, on the Part of the Grantee or Grantees, Lessee or Lessees, a Covenant for the due Payment of the Rent or Rents to be thereby respectively reserved or limited (unless the same shall be a Peppercorn), and of all Taxes, Charges, Rates, Assessments, and Impositions whatsoever affecting the Premises to be respectively comprised in any such Grant, Lease, or Demise, and also a Covenant for keeping the Houses or other Buildings to be erected and built, or repaired or improved, insured from Loss or Damage by Fire to the Amount of Four Fifths at least of the Value thereof in some or one of the public Offices for Insurance in *London* or *Westminster*, or in *Birmingham* or elsewhere in *England*, and to lay out the Money to be received by virtue of such Insurance, and all such other Sums of Money as shall be necessary, in substantially rebuilding, repairing, and reinstating such Houses or other Buildings as shall be destroyed or damaged by Fire, and also to surrender the Possession of and leave in good Repair the Houses or other Buildings to be erected and built or repaired on the Premises therein comprised on the Expiration or other sooner Determination of the Estate, Interest, or Term to be thereby granted; and so as in every such Grant, Lease, or Demise there be contained a Power for the said *John Thomas Parker* and *Kelynge Greenway*, their Heirs or Assigns, or their Servants and Agents, to enter upon the Premises and inspect the Condition thereof, and also a Proviso or Condition for Re-entry for Nonpayment of the Rent to be thereby reserved (unless the same shall be a Peppercorn) by the Space of Twenty-one Days next after the same shall become payable, in case there shall not be a Distress or Distresses found on the Premises demised sufficient to pay the Rent then due, and the Costs of such Distress or Distresses, and also a Proviso or Condition for Re-entry for Nonperformance of any of the Covenants, Provisoes, and Conditions to be contained in any such Grant, Lease, or Demise on the Part of the Grantee or Grantees, Lessee or Lessees, his, her, or their Heirs, Executors, Administrators, or Assigns, and with or without a Proviso (as to the Persons or Person making or granting each such Grant, Lease, or Demise shall seem fit,) that no Breach of any of the Covenants, Provisoes, and Conditions to be therein contained (except of the Covenant for Payment of the Rent, and of such other Covenant or Covenants, Proviso or Provisoes, or Condition or Conditions, if any, as may be agreed between the Parties to be so excepted,) shall occasion any Forfeiture of such Grant, Lease, or Demise, or of the Estate, Interest, or Term thereby granted, or give any Right of Re-

Re-entry, unless or until Judgment shall have been obtained in an Action for such Breach of Covenant, and unless the Damages and Costs to be recovered in such Action shall have remained unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action; and so that the respective Grantees or Lessees execute Counterparts of their respective Grants or Leases.

XII. And be it further enacted, That the Condition or Conditions particularly mentioned in this Act, and hereby directed to be inserted in each such Grant, Lease, or Demise respectively, shall be good, and have full Effect at Law and in Equity; and that when and if any such Entry shall be made by the Person or Persons entitled at Law to the Reversion or Receipt of the said Rent or Rents, then from and after such Entry the Hereditaments comprised in such Grant, Lease, or Demise avoided by such Entry, and the Buildings erected thereupon, shall become and be vested in the Person or Persons entitled to the said Reversion, Rent or Rents, under and subject to the same or the like Trusts, Charges, and Conditions, Intents and Purposes, as the same Reversion, Rent or Rents, shall be held by him, her, or them respectively at the Time of such Entry.

For giving Effect to Conditions in Grants, &c. and to Entries to be made thereupon.

XIII. Provided always, and be it further enacted, That it shall and may be lawful for the Persons or Person for the Time being empowered by this Act to make such Grants, Leases, or Demises as aforesaid to enter into any Contract or Contracts in Writing for making any such Grant, Lease, or Demise of all or any Part or Parts of the said Land or Ground described in the said Schedule to this Act, with the Buildings (if any) which shall be standing thereon, pursuant to the Powers and subject to the Restrictions herein-before contained so far as the same shall be applicable, and to agree when and as any Land or Buildings so agreed to be granted or let, or any Part or Parts thereof, shall be built on or rebuilt or repaired, laid out, formed, or improved, in manner and to the Extent to be stipulated in any such Contract or Contracts, by One or more Indenture or Indentures to grant, demise, and lease the Lands or Buildings mentioned in such Contract or Contracts, or any Part or Parts thereof, to the Person or Persons contracting to take the same as aforesaid, or his, her, or their Heirs, Executors, Administrators, or Assigns, or to such other Person or Persons as he, she, or they shall nominate and appoint in that Behalf, for and during the Remainder of the Interest or Term to be specified in such Contract or Contracts, and in such Parcels, and under and subject to such Portions of the yearly Rent or Rents to be specified in such Contract or Contracts, as shall be thought proper, but so nevertheless that if the yearly Rent to be reserved on any such Grant, Lease, or Demise shall bear a greater Proportion to all the Rent in the Contract agreed to be reserved than the Quantity of Land to be comprised in such Grant or Lease shall bear to all the Land comprised in the Contract, then and in such Case the same Rent shall not exceed One Fourth Part of the clear yearly Rack Rent Value of the Land or Buildings to be comprised in such Grant or Lease when fit for Habitation and Use; and (if the Person

Power to enter into Contracts for Leases.

or

or Persons entering into such Contract under the Authority of this Act shall think the same expedient) to agree that the full Rent specified in such Contract or Contracts shall be reserved in the Grants or Leases to be granted of a given Quantity to be specified in such Contract or Contracts of the Land and Ground thereby agreed to be granted and demised, and that the Residue thereof shall be granted or demised at the yearly Rent of a Peppercorn, either before or after the full Rent specified in such Contract or Contracts shall have been reserved in any Grant or Grants, Lease or Leases to be granted, and at such Time or respective Times and in such Manner as may be thought proper; or if no given Quantity for such Purpose shall be specified in such Contract or Contracts, to agree that when the full Rent agreed to be reserved shall have been reserved in the Grant or Grants, Lease or Leases granted of a competent Part or competent Parts of the said Land or Ground thereby agreed to be granted and demised, the Residue thereof (if any) shall be granted or demised by One or more Grant or Grants, Lease or Leases, at a yearly Rent of a Peppercorn, and in case of Grants to be made or Leases to be granted at a yearly Rent of a Peppercorn, to agree to grant the same either before or after the Land or Ground to be therein comprised shall have been built upon, laid out, or improved; and to agree that the yearly Rents agreed to be reserved in such Contract or Contracts may be made to commence at such Period or Periods within One Year from the Date of such Contract or Contracts, and may be made to increase periodically, beginning with such Portion of the full Rent thereby agreed to be paid as shall be thought advisable, increasing up to the full Rent, as shall be found convenient or be thought proper, and as in such Contract or Contracts respectively shall be expressed, regard being had to the Quantity of Land or Ground from Time to Time to be granted and demised, and the Progress of the Buildings stipulated to be erected thereon; and to agree that when and as any Grant or Grants shall be made, or any Lease or Leases shall be granted, of any Part or Parts of the Hereditaments so contracted to be granted or leased, the Hereditaments so for the Time being granted or leased shall be discharged from such Contract or Contracts, and that the Person or Persons with whom such Contract or Contracts shall be entered into shall remain liable, in respect of such Part or Parts of the Hereditaments comprised in such Contract or Contracts which shall not for the Time being be granted or leased, to the Payment of such Portion or Portions of the Rent or Rents by such Contract or Contracts agreed to be paid as may be thought proper, and shall in such Contract or Contracts be provided for, and also to agree that the Person or Persons with whom such Contract or Contracts may be entered into may have, exercise, and enjoy all or any of the Liberties which are authorized to be granted to Grantees and Lessees under the Powers of granting and leasing lastly herein-before contained.

Contracts to
contain cer-
tain Clauses.

XIV. Provided also, and be it further enacted, That in every such Contract there shall be inserted a Clause or Condition for vacating the same Contract, or for Re-entry with respect to such Part or Parts
of

of the Lands and Buildings therein comprised and agreed to be granted or let as shall not have been actually granted or leased, and shall not be built or rebuilt or repaired, laid out, formed, or improved, in the Manner therein stipulated, within a reasonable Time to be therein appointed, and also a Clause or Condition that the Person or Persons to whom such Grant or Grants, Lease or Leases, ought to be made or granted pursuant to such Contract shall accept the same, and execute a Counterpart or Counterparts thereof, and pay the reasonable Charges for preparing the same within a reasonable Time to be thereby appointed, or that in default thereof such Contract as to the Lands and Buildings not actually granted or leased by virtue of the same Contract be void; and every such Contract shall be binding and shall be carried into effect by a Grant or Grants, Lease or Leases, to be granted in pursuance of the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable.

XV. Provided always, and be it further enacted, That if the Possession of any of the said Premises comprised in any Grant, Lease, or Contract of any Description which shall be made, granted, or entered into under any of the Provisions contained in this Act shall be entered upon and resumed or recovered under and by virtue of any Condition of Re-entry therein contained, then and in every such Case it shall and may be lawful to and for the Persons or Person empowered by this Act to make any such Grants, or grant any such Leases as aforesaid, to make any Grants or grant any Leases, or enter into Contracts for making any such Grants or granting any such Leases, and afterwards to make such Grants and grant such Leases of the same Premises respectively under the Powers and Authorities herein-before contained, in the same Manner as if no Grants, Leases, or Contracts had previously been granted, made, or entered into.

Power to make new Grants or Leases of Premises recovered under any Condition of Re-entry.

XVI. Provided always, and be it further enacted, That it shall be lawful for the Persons or Person for the Time being empowered by this Act to make Grants and Leases, and enter into Contracts as aforesaid, from Time to Time to enter into any new Covenants or Agreements with any Person or Persons with whom any Contract or Contracts shall have been entered into by virtue of this Act, by way of Addition to or Explanation or Alteration of all or any of the Covenants or Agreements in such Contract or Contracts respectively to be contained, or to release the Person or Persons respectively with whom any Contract or Contracts shall have been entered into by virtue of this Act, and his, her, or their Heirs, Executors, Administrators, or Assigns, of and from the Observance of all or any Part of the same Contract or Contracts respectively, and, if the same shall be thought expedient, to enter into any new Covenants or Agreements with such Person or Persons, or his, her, or their Executors, Administrators, or Assigns, in lieu of the Part or Parts of the same Contract or Contracts respectively which shall have been so released, or to accept a Surrender of all or any Part of the Hereditaments comprised in any such

Contracts may be altered.

[Private.]

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Contract

Contract or Contracts, and the Hereditaments so surrendered may be contracted and agreed to be granted and leased, and afterwards granted and leased, under the Powers and Authorities herein-before contained or any of them, in the same and the like Manner as if no Contract or Contracts in respect thereof had been previously entered into or executed: Provided always, that every Grant to be made and every Lease to be granted under any of the Provisions of this Act shall be deemed and taken to be duly made and granted although it should have been preceded by a Contract, and such Contract should not in all respects have been duly observed, and that after any Grant or Lease shall have been executed the Contract for such Grant or Lease shall not form any Part of the Evidence of the Title at Law or in Equity to such Grant or Lease.

Power to appropriate Lands for Streets, &c.

XVII. Provided always, and be it further enacted, That it shall and may be lawful to and for the Trustees or Trustee for the Time being acting in the Execution of this Act to lay out and appropriate any Part of the said Land and Ground described in the Schedule to this Act as and for any Way or Ways, Squares, Crescents, Circuses, or other Spaces of Ground, Street or Streets, Avenue or Avenues, Passage or Passages, Sewer or Sewers, or other Conveniences, for the general Improvement of the Estate.

Application of Rents of Lands until Sale.

XVIII. Provided always, and be it further enacted, That in the meantime, until the Hereditaments herein comprised shall be sold in pursuance of this Act, the said Hereditaments shall continue subject to all the Trusts, Estates, Powers, Provisoës, and Limitations to which the same would have been subject if this Act had not been passed, and the Rents and Profits thereof (including all Surface and other Rents and Reservations on any Lease or Contract granted in pursuance of this Act, and which shall not be otherwise paid as herein-before directed,) shall be paid by the said *John Thomas Parker* and *Kelynge Greenway*, or the Trustee or Trustees for the Time being under this Act, to the said *William Agar* and *John Gustavus Lemaistre* as Trustees as aforesaid, or the Trustees or Trustee for the Time being of the Will of the said *Matthew Wise*, in Trust for the Person or Persons entitled to the same by virtue of the said Will.

Powers in Settlement of 19th June 1828 not to be affected.

XIX. Provided also, and be it further enacted, That this Act shall not nor shall any thing herein contained be construed or deemed or taken to suspend, revoke, annul, prejudice, lessen, or affect the Powers contained in the said recited Settlement of the Nineteenth Day of *June* One thousand eight hundred and twenty-eight, or any of them, except so far as the same may be defeated or affected by the Exercise of any of the Powers in this Act.

For Taxation of Costs.

XX. And be it further enacted, That it shall be lawful for the said Court of Chancery and the said Court is hereby required from Time to Time, upon Petition to be presented by the Person or Persons who would for the Time being be beneficially entitled to the Possession or to the Receipt of the Rents and Profits of the Estates to be purchased

purchased with the Monies so directed to be paid into the said Court as aforesaid, to make any Order or Orders for taxing and settling the Costs, Charges, and Expences herein-before directed to be paid, and for taxing the Costs of the several Applications to be made to the said Court respecting the Matters aforesaid, and the Costs of taking the said Monies out of the Bank and investing the same in new Purchases as aforesaid, and for the Payment of all Costs, Charges, and Expences out of the said Monies, or out of the Monies arising by Sale of the Navy, Victualling, or Exchequer Bills in the Purchase of which such Monies shall be laid out.

XXI. And be it further enacted, That if the said *John Thomas Parker* and *Kelynge Greenway*, or either of them, or any Trustee or Trustees to be appointed as herein-after mentioned, shall die, or desire to relinquish the Powers hereby in them reposed, or become incapable of acting therein, then and so often it shall and may be lawful to and for the said Court of Chancery, on Petition to be presented in a summary Way by such Person or Persons as aforesaid, or by any Person or Persons entitled to or interested in the said Hereditaments and Premises, to constitute and appoint some fit and proper Person or Persons to be a Trustee or Trustees in the Place of the Trustee or Trustees who shall die, or desire to be discharged, or become incapable of acting as aforesaid; and all and every such new Trustee or Trustees to be appointed as aforesaid, his and their Heirs and Assigns, shall and may act in the Execution of the Powers of this Act, and have and are invested with all and singular the same Powers and Authorities herein-before contained or expressed, in such or the same Manner as if they or he had been appointed Trustee or Trustees by this Act.

Appointment
of new
Trustees.

XXII. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Persons and Person, Bodies Politic and Corporate, his, her, or their Heirs, Successors, Executors, and Administrators, (other than and except the said *William Agar* and *John Gustavus Lemaistre*, their Heirs and Assigns, the said *Mary Nutcombe* and her Assigns, the said *Henry Wise* and his Heirs and Assigns, and the Heirs of the Body of the said *Henry Wise*, the said *Henry Christopher Wise* and the Heirs of his Body, and all and every the Sons of the said *Henry Christopher Wise*, and the Heirs Male and Heirs of their respective Bodies, and the Heirs of the said *Matthew Wise*, and all and every other Persons and Person claiming or to claim any Estate, Right, Title, Interest, or Charge of, in, to, or upon the said Hereditaments mentioned in the said Schedule to this Act, under or by virtue of the herein-before recited Will and Codicil of the said *Matthew Wise* deceased, or the Indentures herein-before recited, or any of them,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever in, to, or out of the same Hereditaments, and every or any Part thereof, as they, every or any of them, had before the passing of this Act, or could or might have had, held, or enjoyed in case this Act had not been passed.

General
Saving.

XXIII. And

Act to be
printed by
the King's
Printers.

XXIII. 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.

The SCHEDULE to which this Act refers.

Parish and County.	Description of Property.	Tenants.	Quantity.
THE FIRST PART.			
County of Warwick, Parish of Lillington.	A Close called Upper Lakebridge - - - }		A. R. P. 5 3 32
	A Close called Lower Lakebridge - - - }		10 3 28
	A Close called Lower Stretfold - - - }		10 0 7
Parish of Leamington Priors.	A Close called Upper Stretfold - - - }	Thomas Court -	9 3 9
	A Close called Lower Lencham - - - }		13 1 12
	A Close called Wood Ground - - - }		8 3 7
	A Close called Upper Lencham - - - }		16 1 36
	A Close called Middle Lencham - - - }		12 2 2
	A Piece of Wood Land - - - }	Untenanted -	0 1 36
	Parish of Lillington	THE SECOND PART.	
	A House, Barns, Buildings, Gardens, and Yard }		1 2 15
	An Orchard and Rick-yard - - - }		1 3 29
	A Close called Home Close - - - }		3 3 24
	A Close called Town Furlong - - - }		13 0 27
	A Close called Upper Blakelands - - - }		6 0 30
	A Close called Lower Blakelands - - - }	Thomas Court -	6 3 11
	A Close called Little Curtis - - - }		7 2 10
	A Close called Great Curtis - - - }		7 3 38
	A Close called Upper Moor - - - }		8 3 25
	A Close called Lower Moor - - - }		9 2 25
	A Close called Freeman's Corner - - - }		9 0 34
	Lane - - - }		0 2 4
	A House, Yard, Barns, Buildings, and Garden }	John Radford	1 2 2
	An Orchard - - - }	and Frances	0 2 15
	A Close called Home Close - - - }	Wright -	3 0 28
	A Close called Yards End - - - }		4 1 11
	Another Close called Yards End - - - }	Thomas Court -	8 2 28
	A Close called West Hill - - - }		14 1 0
	A Close called Hawk's Nest - - - }		15 3 8
	A Close called Mere Furlong South - - - }	John Radford -	15 1 10
	A Close called Mere Furlong North - - - }		13 2 22
	A Close called Cubbington Stile Ground - - - }		17 2 13
	A Close called Upper Hardlick - - - }		14 2 13
	A Close called Lower Hardlick - - - }	John Beamish -	11 1 26
	A Close called Great Simplus Furlong - - - }		8 0 20
	A Close called Little Simplus Furlong - - - }		4 3 14
	A Close called Great Willow Furlong - - - }		16 2 0
	A Close called Upper Horton - - - }	John Radford -	8 1 34
	A Close called Lower Horton - - - }		7 1 32
	A Close called Little Paddock - - - }		0 3 34
	A Close called Little Willow Furlong - - - }		5 1 24
	A Close called Gaydon's Close - - - }		8 3 24
	A House, Barns, Buildings, Gardens, and Yards }		1 2 17
	A Close called the Lees - - - }		1 2 4
	A Close called Barn Ground - - - }		12 1 10
	A Close called Long Goo - - - }		11 3 30
	A Close called Brobson's Bridge Close - - - }		11 0 20
	A Close called Lower Ground - - - }	Robert Brain -	11 3 28
	A Close called Lower Meadow - - - }		9 3 30
	A Close called Bridge Meadow - - - }		9 2 28
	A Close called Hare Hole - - - }		3 3 25
	A Close called Turnip Close - - - }		10 3 16
	A Close called Hare Close or Home Ground - - - }		16 3 27
	A Close called Big Meadow or Rough Meadow }		17 0 12

[Private.]

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Parish and County.	Description of Property.	Tenants.	Quantity.			
			A.	R.	P.	
Parish of Lillington	A Close called Rick-yard Close	Robert Brain	2	0	20	
	A Close called Brick-kiln Ground		17	0	16	
	A Close called Jacksey Grey		4	1	26	
	A Close called Bend Ditch		16	1	11	
	A Close called Hither Mickington Hill		10	0	22	
	A Close called Further Mickington Hill		12	1	28	
	A Close called Middle Hill South		12	3	28	
	A Close called Further Hill South		7	3	30	
	A Close called Further Hill North		13	2	38	
	A Close called Mushroom Hill		11	1	20	
	A Close called Lillington Hill		12	2	36	
	A Close called Knave Hill		14	3	39	
	A Close called Further Noble Furlong		12	1	29	
	A Close called Hither Noble Furlong		13	1	21	
	A Close called Rawthorn's		8	2	33	
	A Close called Calves Close		3	1	34	
	A Close called Willows		0	2	6	
	Lane		4	0	5	
	Lane		1	0	20	
	A Cottage and Garden thereto		John Soden	0	0	4
	A Cottage and Garden		Mary Webb	0	0	5
	A Cottage, Hovel, and Garden		John Hickson	0	0	14
	A Cottage, Hovel, Pigstye, and Garden		Robert Summers	0	0	5 $\frac{3}{4}$
	A Garden		John Hickson	0	0	22
	A Cottage, Hovel, and Garden		Edward Hitchcock	0	0	3 $\frac{1}{2}$
	A Garden	J. Berry	0	0	15	
	A Cottage, Pigstye, and Garden	Thomas Brookes	0	0	6	
	A Garden	Edward Ingram	0	0	9	
	A Garden	Joseph Kelsey	0	0	9	
	A Cottage and Garden	Joseph White	0	0	6	
	A Garden	William Jeffery	0	0	13	
	A Cottage, Pigstye, and Garden	John Wilkins	0	0	5 $\frac{1}{2}$	
	A Garden	John Birch	0	0	8 $\frac{1}{2}$	
	A Cottage, Hovel, and Garden	Thomas Oliver	0	0	9 $\frac{1}{4}$	
	A Garden	Joseph Lewis	0	0	9	
	A Cottage, Hovel, Pigstye, and Garden	John Beamish	0	0	27	
	A Blacksmith's Shop and Penthouse	Edward Reading	0	0	1	
	A Cottage, Hovel, Pigstye, and Garden	Elizabeth Clarke	0	0	12	
	A Cottage, Pigstye, and Garden	Richard Rensch	0	0	10	
	A Cottage and Garden	Elizabeth Holtam	0	0	6	
	A Garden	Richard Overton	0	0	8 $\frac{1}{4}$	
	A Cottage, Pigstye, and Garden	Widow Jeffs	0	0	7	
	A Cottage, Pigstye, Buildings, and Two Gardens	Thomas Tyrrell	0	1	7	
	A Garden	John Biddle	0	0	17	
	A Garden	Elizabeth Haynes	0	0	9 $\frac{1}{2}$	
A Garden	Susannah Jones	0	0	7		
A small Piece of Ground used as a Garden	James Oliver	0	0	10		
A Garden	Joseph Batchelor	0	0	11		
A Garden	John Battin	0	0	12		
Five Cottages, Hovels, or Sheds, and Gardens	Overseers of the Poor of the Parish of Lillington.	0	0	11		

K. Greenway.