CHAPTER 3.

An Act to confirm certain Leases Conveyances and Assignment under the Will of William Hallett Esquire deceased and to give the Trustees powers of leasing and sale and for other purposes. [14th July 1884.] A.D. 1884.

WHEREAS William Hallett late of Brighton in the county of Sussex deceased being entitled at his death to the freehold and leasehold hereditaments devised by him as herein-after recited duly made his will dated the thirteenth day of March one thousand eight hundred and sixty-two and thereby directed that every devise and bequest therein contained should be construed to give all the estate and interest whatsoever that he should have in the thing devised or bequeathed at the time of his decease unless such devise or bequest should be by his will expressly limited and further he directed that every bequest of leasehold estates therein-after contained should be deemed and construed to be subject to the payment of all rents and sums of money due and to accrue due in respect thereof under the lease or demise thereof it being his intention that every beneficial legatee of his will of leasehold estate should take the same subject to all liabilities he or his estate should be under at the time of his decease in respect thereof in order that the remainder of his estate should be wholly free therefrom. And after reciting that he had two children and no more by his late wife Mary Ann Hallett (that was to say) his eldest son William Henry Hallett who was his heir apparent and his second son Frederick Francis Hallett and that he had from time to time made advances of money and property to both of them his said two sons and for his said son Frederick Francis Hallett he had already made a sufficient provision and after making pecuniary and specific bequests and devising as part of his residuary estate a contingent interest to which he never became entitled in a steam brewery and other property the testator devised and bequeathed unto his said eldest son William Henry Hallett his wife Harriet Rebecca and his friends William Wilton of Brighton aforesaid surgeon and Somers Clarke of the same

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place solicitor all his freehold estate land and premises called the "Scabes Castle Farm" containing together eighty-seven acres or thereabouts situate at Brighton aforesaid with the appurtenances and also two pieces of freehold land situate near to and adjoining the Extra Mural Burial Ground in Brighton aforesaid containing together six acres one rood and thirty perches and also his freehold estate containing fifty-four acres known as "the Enclosure" being theretofore part of the Ancient Eastern Tenantry Down in Brighton aforesaid situate north-east of the Queen's Park and also his freehold estate containing twenty-eight acres situate in Brighton aforesaid at the east side of and adjoining the road leading from Bedford Street to the Race Hill and theretofore part of the Ancient Eastern Tenantry Down and also a piece of leasehold land containing thirty-eight acres or thereabouts situate in the parish of Brighton aforesaid with its appurtenances and held by the testator for the residue of a term of ninety-nine years granted by the late Marquis of Bristol and being part of a tract of land called the "White Hawk" but subject as to twenty-two acres part of the said thirty-eight acres to the lease therein-after mentioned to have been granted to his said son Frederick Francis Hallett and also a piece of building ground situate in Great College Street in Brighton aforesaid part whereof was used as a garden with any messuages or buildings which might be thereon at the time of his decease Together with the land or ground as formed into the road or street and foot pavements there To hold unto the said William Henry Hallett, Harriet Rebecca Hallett, William Wilton and Somers Clarke Upon trust to receive the rents issues and annual income thereof and after payment thereout of all interest on mortgages thereon or on any part thereof rent taxes insurance cost of repairs alterations improvements and all other necessary outgoings relating to the last-mentioned hereditaments and premises and the management thereof to pay the balance of such rents issues and annual income unto his said wife until the youngest of his six sons and daughters by her namely Henry Richard Ashmead, Annslee Ashmead, Jane Ashmead, John, Alfred and George who should live to attain the age of twenty-one years should attain that age if his said wife should so long continue his widow and his said wife providing and giving to her said children the benefit and comfort of a home and maintaining educating and bringing up each and every of them until they respectively attained the age of twenty-one years or marriage under that age and the testator's will contained certain provisions in case of the second marriage of his said wife (an event which has not taken place) and subject to the trusts aforesaid the said testator directed that the said trust estates and premises should be held upon trust for his the testator's said son William

Henry Hallett and his said six before-named sons and daughters Henry Richard Ashmead, Annslee Ashmead, Jane Ashmead, John, Alfred and George equally share and share alike and as to his said six last-named children when and as they respectively being a son or sons should attain the age of twenty-one years or being a daughter or daughters should attain that age or be previously married with such consent as therein mentioned. And the said testator thereby gave and devised to the said Harriett Rebecca Hallett, William Wilton and Somers Clarke certain other freehold hereditaments in his said will described and also all the residue of his real estate upon certain trusts therein mentioned for the benefit of his said wife Harriett Rebecca Hallett and his the testator's children by her with a power of appointment by her during widowhood amongst such children. And the testator by his said will provided and declared that subject to the power of appointment therein-before given to his said wife the part or share parts or shares estate and interest whatsoever to which each of his said two daughters Annslee Ashmead and Jane Ashmead should become entitled of and in any of the said trust premises except any sum of money that should be advanced to them respectively as therein mentioned should be held upon trust to pay the interest and annual proceeds thereof to his said daughter during her natural life but so that during any coverture the same be paid to her upon her single receipt for her sole and separate use and free from marital control but without any power for her to anticipate or alienate the growing proceeds thereof and subject to the trust aforesaid the testator directed that the aforesaid part or share parts or shares estate and interest of his same daughter should be held in trust for all or any one or more of the children or remoter issue of the same daughter (such remoter issue being born in her lifetime) as should whether children or issue have attained or should attain the age of twenty-one years or marry in such proportions for such interests and generally in such manner as she whether covert or sole should by any deed or deeds with or without power of revocation and new appointment or by will appoint but no child in whose favour or in favour of whose issue any such appointment should be made should participate under the trust next therein-after contained in the unappointed portion of the said part or share parts or shares and premises without bringing the benefit of such appointment into hotchpot and in default of appointment and subject to any partial appointment In trust for such child or children of the same daughter living at her death and such issue then living of her child or children then deceased as either before or after her decease whether children or issue being males should attain the age of twenty-one years or being females should attain that age or marry to take if more than

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one in equal shares according to the stocks and not according to the number of individuals and such issue taking by way of representation and after the decease of their respective parents and if there should be no such child or issue who should attain a vested interest under the trust last aforesaid then the same should be held in the same manner as it would have been held had the same daughter died in the testator's lifetime without issue. And the said testator empowered each of his said two daughters to give after her decease life incomes to husbands respectively surviving them And the testator thereby empowered the trustees of his respective trust premises from time to time and at any time during the continuance of any of the trusts aforesaid to grant convey and assure the fee simple and inheritance of and in any plots or parcels of ground comprised in the said respective trust premises to the person or persons to whom he the testator might have agreed to convey the same and also to contract with any person or persons for a lease or leases of any part or parts of the said respective trust premises therein-before devised and bequeathed with or without an optional power of purchase in the lessee and also to execute any lease or leases thereof either for the erection of any building or buildings or for any other purpose whatsoever for such term or terms of years under such rents and with such covenants clauses provisoes stipulations and agreements as his the said testator's respective trustees should think reasonable and proper but so nevertheless that no lease of the site of any messuage or other building or work with suitable yards gardens and other conveniences be made for any longer term than ninety-nine years and that no such lease to be made for any other purpose be made for any longer term than twenty-one years such terms of years respectively to commence and take effect in possession on the granting of the lease or within twelve calendar months next thereafter and not otherwise in reversion or by way of future interest and so that upon each and every such lease there be reserved the best and most improved yearly rent or rents that could or might be reasonably had or gotten for the same having regard to the covenants therein contained on the part of the lessee But the said testator thereby expressly declared that the rent or rents to be reserved in any such building lease might during the first two years of the term thereby granted be of a nominal amount and might be made to increase progressively if his said trustees should think proper and so that no fine premium or foregift be had or taken for the making or granting of any such lease or for any contract for the same and so that in every such lease there be contained a condition for re-entry on non-payment of the rent or rents to be thereby reserved by the space of twenty-one days next after the same should become

payable and so that the lessee or lessees in every such lease should execute a counterpart thereof. And the said testator by his said will expressly declared that it should be lawful for his said trustees to rescind or abandon or vary the terms of any contract which should be entered into by them for the granting of any such lease as aforesaid and also to accept the surrender of any lease granted in his lifetime or after his decease of the said respective trust premises in which they should be respectively interested on such terms as they his said trustees should think proper and thereupon to hold and dispose of the premises surrendered as part of the said trust premises respectively And the said testator thereby also declared that it should be lawful for his said trustees respectively or the major part of them to make a road of a width not exceeding fifty feet as therein mentioned and to appropriate and dedicate any part of the said respective trust premises in which they were respectively interested as and for a garden pleasure ground road street way sewer drain or other such place for the use of the public and for the use of the occupiers of any messuage or other buildings in particular without receiving any consideration therefor and generally the testator empowered his respective trustees to make such arrangements and dispositions of such part of the said respective trust premises in which they were respectively interested as should be deemed expedient for the purpose of promoting the completion of any building operations which might have been commenced or contracted during his life or to be commenced thereafter but his will and mind was that his trustees should not engage except in advances by way of loan or mortgage in the erection of any new building or buildings upon any part of the said trust premises And the testator empowered his said trustees by and out of the rents and profits of the said respective trust premises in which they were respectively interested or by mortgage or sale thereof respectively under the powers for such purpose therein-after contained or either of them to purchase the fee simple of any leasehold tenements forming part of the said trust premises respectively and to cause the same to be settled and assured upon the trusts therein-before declared of and concerning the said trust premises respectively And the said testator empowered his said respective trustees during the continuance of any of the trusts thereby declared in case it should be deemed necessary by them in the exercise of their discretion as trustees to raise any money for any of the purposes of that his will to mortgage or sell subject to any mortgage or not all or any part of the said respective trust premises in which they were respectively interested whether subject to a lease or not and either by public sale or private contract and either at one time or at several times and subject to such conditions or stipulations as to the title of the

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premises payment of the purchase money or otherwise and in such manner in all respects as his said respective trustees should think expedient And the said testator thereby expressly directed that all trusts powers directions and other clauses in that his will contained and given or having relation to his respective trust estates should be exercised by the trustees nominated for each respective trust or the survivors or survivor of them and that all powers given to his trustees generally should be construed and considered to be given or as having relation to any of the trustees or any the sole trustee for the time being of his will and to the executors or executor administrators or administrator of any surviving trustee whose place should not have been supplied under the power therein-before contained and such trustees or trustee and executors or executor administrators or administrator might exercise and act in and under such trusts powers and clauses accordingly And the said testator thereby appointed his said wife Harriet Rebecca and the said William Wilton and Somers Clarke executors of that his will and declared that his said sons Henry Richard Ashmead and John should respectively on attaining the age of twenty-one years with the consent of his wife if then living and if not then with the consent of the surviving trustees or trustee become a trustee of the respective trust premises therein-before devised and bequeathed.

And whereas the said testator died on or about the third day of April one thousand eight hundred and sixty-two and his said will was proved by the executors thereby appointed in the Lewes Registry of the Court of Probate on the eleventh day of June one thousand eight hundred and sixty-two.

And whereas the said testator's said son William Henry Hallett was alive at the testator's decease.

And whereas the said testator's will does not contain any general power of sale.

And whereas the testator left him surviving the following children named in the said will videlicet William Henry Hallett, Henry Richard Ashmead Hallett, Annslee Ashmead Hallett, Jane Ashmead Hallett, John Hallett, Alfred Hallett and George Hallett.

And whereas in the year one thousand eight hundred and seventy the said Annslee Ashmead Hallett married Edwin William Winton and is now Annslee Ashmead Winton his wife.

And whereas the said George Hallett who was the youngest son of the testator attained his age of twenty-one years on the eighteenth day of February one thousand eight hundred and eighty-two.

And whereas the said William Henry Hallett, Harriett Rebecca Hallett, William Wilton and Somers Clarke the trustees of the testator's will sold under compulsory powers in the year one thousand eight hundred and seventy to the London Brighton and

South Coast Railway Company four acres three roods and twenty-three perches part of the said Scabes Castle Farm and received for the same as purchase money four thousand three hundred and five pounds.

And whereas the said trustees under the powers in the testator's will duly granted various building leases with options to purchase and afterwards conveyed the land leased and received the purchase moneys for the same.

And whereas in the year one thousand eight hundred and eighty the said trustees granted to the guardians of the poor of the parish of Brighton a lease of a piece of land containing three acres part of the said land called the Enclosure for the term of thirty-five years with a purchasing clause at the price of eight hundred pounds an acre but there was no covenant in the said lease requiring the lessees to erect buildings and the said trustees afterwards conveyed to the said guardians the piece of land so leased in consideration of two thousand four hundred pounds.

And whereas in the year one thousand eight hundred and eighty-one the said trustees granted to the mayor aldermen and burgesses of the borough of Brighton a lease of one acre of ground other part of the said land called the Enclosure for the term of thirty-five years with a purchasing clause at the price of eight hundred pounds but there was no covenant in the said lease requiring the lessees to erect buildings and the said trustees afterwards conveyed to the said mayor aldermen and burgesses the piece of land so leased in consideration of eight hundred pounds.

And whereas the said trustees applied all the purchase moneys received by them in paying certain mortgage debts affecting the estates devised as aforesaid and in making advances under the power in the said testator's will to the said Henry Richard Ashmead Hallett, John Hallett and Alfred Hallett and in payment of costs.

And whereas the annual income of the said trust estate was paid to the said Harriett Rebecca Hallett the widow of the said testator according to the directions in his said will up to the eighteenth day of February one thousand eight hundred and eighty-two when the said George Hallett the youngest child of the said testator attained the age of twenty-one years.

And whereas under a provision in the said testator's will his said sons Henry Richard Ashmead Hallett and John Hallett were on attaining twenty-one years of age and with the consent of the said Harriett Rebecca Hallett to become trustees thereof and she gave such consent in writing dated the seventeenth day of August one thousand eight hundred and eighty-one and they thereupon became trustees of the said will accordingly.

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And whereas by an indenture of lease dated the twentieth day of January one thousand eight hundred and eighty-two and made between the said William Henry Hallett, Harriett Rebecca Hallett, William Wilton and Somers Clarke of the first part the said Henry Richard Ashmead Hallett and John Hallett of the second part and Henry Abbey of Brighton aforesaid brewer of the third part After reciting that the said parties thereto of the first part were devisees in trust under the will of the said testator and that the said parties thereto of the second part had become trustees thereof and that the pieces of land therein-after mentioned were part of the said testator's trust estate and in the said will called the Enclosure and that the said trustees had power under the said will of granting building leases for any term not exceeding ninety-nine years with purchasing clauses of the fee simple thereof and that the said Henry Abbey had agreed to accept a lease of the said lands and hereditaments as delineated in the plan therein-after referred to And reciting the surrender by the said Henry Abbey of a lease of part of the land thereby demised containing about seven and a half acres and that it had been agreed that the said Henry Abbey should have a right to purchase the piece of land thereby demised for the aggregate sum of twelve thousand pounds and to purchase parts thereof on the terms therein-after mentioned A piece of land in the now stating lease described as containing eighteen acres more or less and delineated on the plan drawn in the margin of the now stating lease and therein coloured red was demised to the said Henry Abbey his executors administrators and assigns for thirty-five years from the twenty-ninth day of September one thousand eight hundred and eighty-one at the yearly rent for the first seven years of two pounds per centum per annum on the aggregate purchase money of twelve thousand pounds videlicet two hundred and forty pounds per annum for the second seven years three pounds per centum on the said purchase money videlicet three hundred and sixty pounds per annum and for the residue of the said term five pounds per centum on the said purchase money videlicet six hundred pounds per annum and all such rents were to be paid quarterly with the usual lessee's covenants for payment of rent and taxes and at his costs to do all works relative to sewers roads and foot pavements and to substantially repair and insure against fire all messuages or buildings erected or to be erected on the said piece of land and the said lease contained a mutual covenant enabling the lessee to purchase during the first twenty-one years of the said term any portion of the said piece of land at the rate of one thousand pounds an acre but the first aggregate purchase should not be for less than three acres and no subsequent purchase should be made at a less aggregate purchase money than one thousand pounds.

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And whereas by a second indenture of lease dated the third day of February one thousand eight hundred and eighty-two and made between the said William Henry Hallett, Harriett Rebecca Hallett, William Wilton and Somers Clarke of the first part the said Henry Richard Ashmead Hallett and John Hallett of the second part and Daniel Friend of the third part containing recitals similar in effect to those contained in the last recited indenture of lease so far as regards the title of the lessors and that the said Daniel Friend had agreed to accept a lease of the lands and hereditaments as delineated in the plan therein-after referred to and that it had been agreed that the said Daniel Friend should have a right to purchase the pieces of land and hereditaments thereby demised at the rate as to the piece of land marked "A" in the said plan of five hundred pounds an acre and as to the piece of land marked "B" four hundred pounds an acre and that the rent reserved by the said lease should be an increasing percentage on the purchase moneys and the aggregate of such purchase moneys had been ascertained to be the sum of thirty-nine thousand six hundred and seventy pounds. A piece of land in the now stating lease described as containing seventy acres thirty-eight perches and coloured green on the said plan and another piece of land therein described as containing eleven acres one rood twenty-one perches and coloured red on the said plan were demised to the said Daniel Friend his executors administrators and assigns for thirty-five years from the twenty-ninth day of September one thousand eight hundred and eighty-one at the yearly rent for the first seven years of two pounds per centum on the purchase money of thirty-nine thousand six hundred and seventy pounds namely seven hundred and ninety-three pounds eight shillings per annum for the second seven years three pounds per centum on the said purchase money namely one thousand one hundred and ninety pounds two shillings and for the residue of the term five pounds per centum on the said purchase money videlicet one thousand nine hundred and eighty-three pounds ten shillings per annum and all such rents were to be paid quarterly with the usual lessee's covenants for payment of rents and taxes and at his cost to do all works relative to sewers roads and foot pavements and to substantially repair and insure from fire all messuages and buildings then erected or thereafter to be erected on the said pieces of land and all other usual covenants and provisoes and the said lease contained a mutual covenant enabling the lessee to purchase during the first twenty-one years of the said term any portion of the said piece of land marked "A" on the said plan at eight hundred pounds an acre and any portion of the said piece of land marked "B" on the said plan at four hundred pounds an acre but no purchase money at any one time was to be less than one thousand

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pounds and on every purchase so made the rent was to be reduced at the rate of three pounds per centum per annum on the amount of the purchase money.

And whereas a small piece of land marked "C" and coloured yellow on the said plan on the last-mentioned lease and which was intended to be included therein and in the rents thereby reserved was inadvertently omitted therefrom and was brought into the said lease by an indenture indorsed thereon dated the third day of January one thousand eight hundred and eighty-three and made between the said William Henry Hallett, Harriett Rebecca Hallett, William Wilton, Somers Clarke and John Hallett (the said Henry Richard Ashmead Hallett having then ceased to be a trustee of the said will as herein-after recited) of the one part and the said Daniel Friend of the other part.

And whereas by a third indenture of lease dated the eighth day of May one thousand eight hundred and eighty-two and made between the said William Henry Hallett, Harriett Rebecca Hallett, William Wilton and Somers Clarke of the first part the said Henry Richard Ashmead Hallett and John Hallett of the second part and John Chester Craven of the third part containing recitals similar in effect to those contained in the said first recited indenture of lease so far as regards title and arrangements but varied so as to apply to the piece of freehold land thereby demised and referring also to the piece of leasehold land in the now stating indenture thereby demised A piece of freehold land described as containing twenty-seven acres three roods twelve perches including one rood eight perches for the leakways as delineated in the plan therein referred to and therein coloured red and a piece of leasehold land containing thirty-seven acres three roods thirty-one perches and coloured yellow on the said plan were demised to the said John Chester Craven his executors administrators and assigns from the twenty-fifth day of December one thousand eight hundred and eighty-one for thirty-five years at the yearly rent of one peppercorn for the first quarter of a year and thereafter as to the piece of freehold land for the next seven years at the yearly rent of two hundred and seventy-five pounds five shillings being two pounds per centum per annum on thirteen thousand seven hundred and sixty-two pounds ten shillings the aggregate purchase money of the said piece of land for the next seven years four hundred and twelve pounds seventeen shillings and sixpence being three pounds per centum on the said purchase money and for the residue of the said term six hundred and eighty-eight pounds two shillings and sixpence being five pounds per centum on the said purchase money and for the said leasehold piece of land one hundred and twenty-five pounds per annum and all such rents to be paid half-yearly on the twenty-ninth

day of September and the twenty-fifth day of March in each year with the usual lessee's covenants for payment of rent and taxes and at his costs to do all works relative to sewers roads and foot pavements and that the lessee should not use or occupy the said premises so as to be a nuisance to the lessors or to the neighbourhood or detrimental or injurious to the other property of the lessors as such trustees and the said lease contained a mutual covenant enabling the lessee to purchase the said freehold piece of land at the rate of six hundred pounds per acre but so that no purchase money should be less than one thousand pounds and the said leasehold piece of land for three thousand pounds for the residue of the lessors term therein subject to the ground rent of twenty pounds per annum.

And whereas by an indenture dated the twenty-first day of June one thousand eight hundred and eighty-two made between the said William Henry Hallett, Harriett Rebecca Hallett, William Wilton, Somers Clarke and John Hallett of the one part and the said Henry Richard Ashmead Hallett of the other part the said Henry Richard Ashmead Hallett was by his own desire discharged from the trusts of the said will.

And whereas by an indenture dated the 30th day of June 1882 made between the said Henry Richard Ashmead Hallett of the one part and the said John Hallett, Alfred Hallett and George Hallett and Arthur Preston Merriman of the other part after reciting that the said Henry Richard Ashmead Hallett was about to leave England and reside in Australia and being apprehensive that he might be induced thereafter to make an improvident disposition of all or some part of his property he desired to execute such conveyance and assignment as were therein-after contained in consideration of two hundred pounds then paid to the said Henry Richard Ashmead Hallett by the said John Hallett, Alfred Hallett and George Hallett the said Henry Richard Ashmead Hallett as beneficial owner granted conveyed and assigned to the said John Hallett, Alfred Hallett, George Hallett and Arthur Preston Merriman their heirs executors administrators and assigns all and singular the messuages houses lands and hereditaments and all and every the share and interest of the said Henry Richard Ashmead Hallett under the will of his late father William Hallett deceased of and in the personal estate of the said testator and all other the real and personal estate whatsoever of or to which he the said Henry Richard Ashmead Hallett or any person or persons in trust for him was or were seized possessed or entitled in possession remainder reversion contingency expectancy or presumption or otherwise howsoever To hold the same upon trusts for sale and conversion as therein mentioned and during the life of the said Henry Richard Ashmead Hallett or during such shorter period or periods either

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continuous or discontinuous as the trustees should in their absolute discretion think fit pay all or any part of the income of the trust funds to or apply the same for the maintenance and personal support or benefit of all or any one or more to the exclusion of the other or others of the following persons namely the said Henry Richard Ashmead Hallett and the other persons or person for the time being entitled to or interested whether absolutely contingently or otherwise in the trust funds or any of them under the trusts therein contained to take effect after the decease of the said Henry Richard Ashmead Hallett in such proportion and manner as the trustees should in their absolute and uncontrolled discretion from time to time think proper and subject to the foregoing discretionary trust the trustees should during the life of the said Henry Richard Ashmead Hallett accumulate the whole or the unapplied part for the time being of the income of the trust funds by investing the same and hold such accumulations upon the same trusts as the original trust funds and as an accretion thereto and after the death of the said Henry Richard Ashmead Hallett the trustees should hold the trust funds and the said accumulations (if any) and the income thereof respectively in trust for the said John Hallett, Alfred Hallett and George Hallett their executors administrators and assigns in equal shares power being reserved to the said Henry Richard Ashmead Hallett at any time or times thereafter with the consent of the trustees by any deed or deeds under the hands and seals of the said Henry Richard Ashmead Hallett and of the trustees to revoke all or any of the trusts declared by the deed now in statement of and concerning the said premises and the trust funds or any part thereof and to declare any new or other trusts of or concerning the same the said trustees giving or withholding their consent to any such revocation and new appointment as aforesaid at their absolute discretion and without being answerable for the exercise of such discretion.

And whereas by a fourth indenture of lease dated the twenty-eighth day of September one thousand eight hundred and eighty-two made between the said William Henry Hallett, Harriett Rebecca Hallett, William Wilton and Somers Clarke of the first part the said John Hallett of the second part and the said Daniel Friend of the third part containing recitals similar in effect to those contained in the said first recited indenture of lease as to title and arrangements but varied so as to apply to the land thereby demised and with a recital as to the intended widening of a road called Chalk Lane to a width of fifty feet and the formation of a boundary road to be forty feet in width but the site of neither of which roads was in the land thereby intended to be demised A piece of land in the now stating lease described as containing seventeen acres one

rood and coloured red on the plan on the now stating lease and another piece of land therein described as containing thirteen acres one rood coloured green on the said plan (being other parts of the said land called "the Enclosure") were demised to the said Daniel Friend his executors administrators and assigns for thirty-five years from the twenty-fifth day of December one thousand eight hundred and eighty-one at a yearly rent for the first quarter of a year of one peppercorn and thereafter for seven years from the twenty-fifth day of March then last at the yearly rent of four hundred and seventeen pounds fifteen shillings being two pounds per centum per annum on twenty thousand eight hundred and eighty-seven pounds ten shillings the aggregate purchase money for the said two pieces of land for the next seven years at the yearly rent of six hundred and twenty-six pounds twelve shillings and sixpence being three pounds per centum on the said purchase money and for the residue of the term the yearly rent of one thousand and forty-four pounds seven shillings and sixpence being five pounds per centum on the said purchase money and all such rents were to be paid half-yearly on the twenty-ninth day of September and the twenty-fifth day of March in each year with the usual lessee's covenants for payment of rent and taxes and at his costs to substantially repair and insure from fire all messuages and buildings to be erected on the said pieces of land and all other usual covenants and provisoes and the said lease contained a mutual covenant enabling the lessee to purchase during the first twenty-one years of the said term both the said pieces of land at the price of twenty thousand eight hundred and eighty-seven pounds ten shillings and to have conveyances of any portion of the said piece of land coloured red on the said plan at the rate of nine hundred pounds per acre and of the said piece of land coloured green on the said plan at six hundred pounds per acre but no purchase was to be at a less aggregate purchase money than one thousand pounds and on every purchase the rent was to be reduced at the rate of three pounds per centum per annum on the amount of the purchase money.

And whereas by an indenture of conveyance dated the sixteenth day of February one thousand eight hundred and eighty-two and made between the said William Henry Hallett, Harriett Rebecca Hallett, William Wilton and Somers Clarke of the first part the said Henry, Richard Ashmead Hallett and John Hallett of the second part and the said Henry Abbey of the third part after reciting amongst other things the said indenture of lease dated the twentieth day of January one thousand eight hundred and eighty-two and that the said Henry Abbey had given the said trustees notice of purchase of the land and hereditaments therein-after described in consideration of three thousand three hundred and

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forty-three pounds fifteen shillings paid by the said Henry Abbey to the said parties thereto of the first and second parts a piece of land containing by admeasurement three acres one rood and fifteen perches part of the said piece of land containing eighteen acres demised by the said indenture of lease of the twentieth day of January one thousand eight hundred and eighty-two and together with the inn known as "The Park Tavern" was conveyed to the said Henry Abbey in fee simple and an acknowledgment was entered into by the vendors for the production of the documents therein referred to.

And whereas by a second indenture of conveyance dated the twenty-eighth day of September one thousand eight hundred and eighty-two made between the said William Henry Hallett, Harriett Rebecca Hallett, William Wilton and Somers Clarke of the first part the said John Hallett of the second part the said Daniel Friend of the third part and John Marshall and Ebenezer Marshall of the fourth part after reciting amongst other things the said indenture of lease of the third day of February one thousand eight hundred and eighty-two and that the said Daniel Friend had laid out all the land demised to him by the said lease for building purposes and certain portions thereof for new streets and roads and that the said Daniel Friend had signified his desire to purchase the hereditaments thereby conveyed for one thousand six hundred pounds being at the rate of eight hundred pounds an acre and had agreed to sell the said hereditaments to the said John Marshall and Ebenezer Marshall for two thousand pounds in consideration of one thousand six hundred pounds paid to the said trustees and of four hundred pounds paid to the said Daniel Friend by the said John Marshall and Ebenezer Marshall two pieces of land containing two acres or thereabouts part of the piece of land demised by the said indenture of lease of the third day of February one thousand eight hundred and eighty-two and which two acres included the site of a new road called Bonchurch Road but the soil of which road was not intended to be thereby conveyed were with the houses then erecting thereon and the right to use the said road and all other roads convenient to be used therewith conveyed released and surrendered to the said John Marshall and Ebenezer Marshall in fee simple as joint tenants and to the intent that the term of thirty-five years to the extent of the hereditaments thereby conveyed might be merged and an acknowledgment was entered into by the vendors for the production of the documents therein referred to.

And whereas by a third indenture of conveyance also dated the twenty-eighth day of September one thousand eight hundred and eighty-two made between the said William Henry Hallett, Harriett Rebecca Hallett, William Wilton and Somers Clarke of the first

part the said John Hallett of the second part and the said Daniel Friend of the third part After reciting amongst other things the said indenture of lease of the third day of February one thousand eight hundred and eighty-two and that the said Daniel Friend had laid out all the land demised to him by the said lease for building purposes and certain portions thereof for new streets and roads and that the said Daniel Friend had signified his desire to purchase the hereditaments being part of the premises comprised in the said lease therein described for one thousand six hundred pounds being at the rate of eight hundred pounds an acre In consideration of one thousand six hundred pounds paid to the said trustees by the said Daniel Friend three several pieces of land therein described and containing together two acres or thereabouts and which two acres included the sites of two new roads called respectively Whippingham Road and Brading Road and half the width of another new road intended to be called Bernard Road but the soil of which roads was not intended to be thereby conveyed were with the right to use the said roads and all other roads convenient to be used therewith conveyed and released to the said Daniel Friend in fee simple and an acknowledgment was entered into by the vendors for the production of the documents therein referred to.

And whereas by an indenture of assignment also dated the twenty-eighth day of September one thousand eight hundred and eighty-two and made between the said William Henry Hallett, Harriett Rebecca Hallett, William Wilton and Somers Clarke of the first part the said John Hallett of the second part and the said John Chester Craven of the third part After reciting amongst other things the said indenture of lease dated the eighth day of May one thousand eight hundred and eighty-two and that the said John Chester Craven had given notice to the said trustees of his desire to purchase the leasehold piece of land therein-after described In consideration of the sum of three thousand pounds paid to the said trustees the piece of land therein described as having been demised to the said testator by an indenture of lease dated the twenty-fifth day of September one thousand eight hundred and fifty-two made between the Right Honourable Frederick William Marquis of Bristol of the one part and the said testator of the other part and containing by admeasurement thirty-seven acres three roods thirty-one perches was assigned to the said John Chester Craven for the residue of the term of ninety-nine years granted by the said last-mentioned lease but subject to the yearly rent of twenty pounds thereby reserved and the said John Chester Craven thereby covenanted with the said trustees that he would not use the said land or any messuage or building thereon for any purpose which would be a nuisance or annoyance to the said parties thereto of

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the first and second parts or to the neighbourhood or any of the inhabitants of the adjoining or adjacent property or detrimental or injurious to the other property of the said trustees.

And whereas by an indenture of release bearing date the twenty-sixth day of October one thousand eight hundred and eighty-two (indorsed on the last-mentioned indenture of assignment) and made between the said trustees of the one part and the said John Chester Craven of the other part after reciting that the said John Chester Craven was in treaty with certain parties for the sale to them of part of the said piece of leasehold land for an extension or an addition to the Racecourse and that the proposed purchasers objected to the title under an apprehension of liability by means of the said restrictive covenant and that the said John Chester Craven had applied to the said trustees to release the said covenant to the extent and in the manner therein-after appearing and that the said parties thereto of the first part were possessed of the piece of freehold land which adjoined the said piece of leasehold land and in part formed its western boundary but had no other land near thereto and that the said covenant was of no value to them except in respect of the said piece of freehold land The said trustees thereby released so much of the said piece of leasehold land as was not within a distance of two hundred feet from the eastern boundary of the said piece of freehold land and for the length from north to south of the said piece of freehold land of and from the said restrictive covenant contained in the said last-mentioned indenture of assignment.

And whereas by an indenture dated the twenty-ninth day of December one thousand eight hundred and eighty-two and made between the said John Chester Craven of the one part and the said Frederick Francis Hallett of the other part after reciting the said indenture of lease of the twenty-fifth day of September one thousand eight hundred and fifty-two and the said indenture of assignment of the twenty-eighth day of September one thousand eight hundred and eighty-two and that the said John Chester Craven had agreed with the said Frederick Francis Hallett for the sale of the piece of land therein-after described being part of the premises demised by the said lease for the residue of the said term of ninety-nine years freed from the said rent of twenty pounds for the sum of one thousand five hundred pounds A piece of land containing twenty acres as therein described was assigned to the said Frederick Francis Hallett for the residue of the said term of ninety-nine years freed from the said rent of twenty pounds and an acknowledgment was entered into by the vendor for the production of the documents therein referred to.

And whereas by an agreement in writing dated the ninth day of October one thousand eight hundred and eighty-two (based on a

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verbal contract between the said John Chester Craven and the said Frederick Francis Hallett and in anticipation of the said assignment dated the twenty-ninth day of December one thousand eight hundred and eighty-two) and made between the said Frederick Francis Hallett therein called the vendor of the one part and Henry Martin, Henry Frederick Stocken, Samuel Ridley, Henry Abbey, John Leonhardt Brigden and William Seymour Burrows therein described as the Brighton race stand trustees and called the purchasers of the other part the vendor agreed to sell and the purchasers to purchase for one thousand five hundred pounds a piece of land situate at the south end of the Brighton racecource and containing about four acres as the same was more particularly delineated in the plan thereto annexed (being part of the said piece of land assigned by the said indenture of the twenty-ninth day of December one thousand eight hundred and eighty-two) and held for the said term of ninety-nine years under the said lease of the twenty-fifth day of September one thousand eight hundred and fifty-two but freed from the said rent of twenty pounds for all the residue of the said term and an abstract of title was to be delivered within a time and the purchase completed on a day therein mentioned.

And whereas an objection was made by the purchasers under the last recited agreement that the said lease dated the eighth day of May one thousand eight hundred and eighty-two was not a valid lease under the power of leasing contained in the testator's will and upon a summons issued on the twenty-fourth day of February one thousand eight hundred and eighty-three under the Vendor and Purchaser Act 1874 and adjourned into court it was on the 5th day of June 1883 declared by the Honourable Mr. Justice Kay that the said lease was not a building lease and was not made valid as a contract by statutory notice which had been given for that purpose and also that the said trustees had no power to release the said restrictive covenant.

And whereas the declaration made on the aforesaid summons applies in effect to the three other recited leases and the said Henry Abbey, Daniel Friend and John Chester Craven desire that the said first secondly and thirdly recited leases to them respectively should be confirmed and made valid leases and it is fit and proper and for the benefit of all persons entitled or interested under the testator's will that the same should be confirmed and made valid but the said Daniel Friend does not desire to have the said fourthly recited indenture of lease to him confirmed.

And whereas it is fit and proper that the said conveyances to the guardians of the poor of the parish of Brighton to the mayor aldermen and burgesses of the borough of Brighton and the said three recited indentures of conveyance to the said Henry Abbey,

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the said John Marshall and Ebenezer Marshall and the said Daniel Friend and the said recited indenture of assignment and the said recited indenture of release indorsed thereon should be confirmed and made valid.

And whereas doubts have been entertained whether the powers of leasing under the testator's will vested in the said trustees continued after the eighteenth day of February one thousand eight hundred and eighty-two when the said George Hallett came of age and it is fit and proper and for the benefit of all persons entitled or interested under the testator's will that such doubts should be removed and that the powers of leasing contained in the testator's will should be continued and confirmed.

And whereas the said testator's estate vested in the said trustees is of much greater value as building land than as land let for agricultural or garden purposes and it is fit and proper and for the benefit of all persons entitled or interested under the testator's will that the said trustees should have power of granting a lease or leases thereof for the purpose of the lessee or lessees erecting buildings thereon and dealing with the same as building land without covenants in such leases requiring messuages or buildings to be erected within specified periods and with optional powers of purchase in the lessees.

And whereas the said Annslee Ashmead Winton has had issue by the said Edwin William Winton her husband five children and no more namely Annie Seaton Winton, William Balcombe Winton, Francis Langridge Winton, Harold John Winton and Douglas George Winton who are all now infants under the age of twenty-one years.

And whereas the said Jane Ashmead Hallett has never been married.

And whereas the objects aforesaid cannot be effected without the authority of Parliament.

And whereas by an order made in an action *Re* William Hallett deceased—Hallett *v.* Hallett—1883 H. No. 5011 on the fourteenth day of December one thousand eight hundred and eighty-three on the petition of the plaintiff Jane Ashmead Hallett and the trustees of the testator's will and all persons in existence interested in his aforesaid trust estate It appearing that the Act passed in the fortieth and forty-first years of the reign of Her present Majesty intituled the Settled Estates Act 1877 could not be safely resorted to to carry into effect the leases agreement conveyances assignment and release in the petition mentioned It was ordered that the petitioners William Henry Hallett, Harriett Rebecca Hallett, William Wilton, Somers Clarke and John Hallett the present trustees of the will of the testator William Hallett so far as regards

the freehold and leasehold hereditaments specifically described in such part of his will as is set out in the said petition (being those herein-before specifically described in the recital of the said will) or other the trustees for the time being of the said will so far as aforesaid should be at liberty to apply to Parliament for an Act to confirm the said leases agreement conveyances assignment and release and to confer suitable and necessary powers of leasing upon the trustees or trustee for the time being of the said will so far as aforesaid. And it was ordered that a draft Bill for that purpose or for any other purposes of a like nature which might appear necessary or expedient be settled by the judge and the costs of and incident to the application were directed to be taxed and paid out of the trust estate.

And whereas by certificate of the chief clerk of the Honourable Mr. Justice Kay made in the said action and dated the fourth day of March one thousand eight hundred and eighty-four it was certified that the draft of a Bill to be submitted to Parliament (being the Bill for this Act and which draft is identified by the signature of the chief clerk in the margin of the first page thereof) had been settled and approved pursuant to the said order and that the several instruments facts and events recited in the preamble of such draft before the recital of the said certificate had been proved in the said action.

And whereas the said certificate has been duly filed in the Central Office of the Supreme Court of Judicature.

Wherefore Your Majesty's most dutiful and loyal subjects William Henry Hallett, Harriett Rebecca Hallett, William Wilton, Somers Clarke and John Hallett.

Do most humbly beseech Your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by authority of the same as follows (that is to say):

Short title.

1. This Act may be cited for all purposes as Hallett's Estate Act 1884.

Recited leases confirmed.

2. The three several leases firstly secondly and thirdly herein-before recited dated respectively the twentieth day of January one thousand eight hundred and eighty-two the third day of February one thousand eight hundred and eighty-two and the eighth day of May one thousand eight hundred and eighty-two and the indenture indorsed on the secondly recited lease shall be deemed to have been duly granted under powers contained in the will of the testator William Hallett and such several leases and indorsed indenture are by this Act confirmed and made effectual and valid accordingly as

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from the respective dates thereof together with all covenants conditions options to purchase and other provisions therein respectively contained.

Recited conveyances confirmed.

3. The conveyances made as herein-before recited by the trustees of the testator's will to the guardians of the poor of the parish of Brighton and to the mayor aldermen and burgesses of the borough of Brighton and also the three several conveyances herein-before recited one dated the sixteenth day of February one thousand eight hundred and eighty-two and the other two the twenty-eighth day of September one thousand eight hundred and eighty-two shall be deemed to have been duly made under powers contained in the will of the said testator and such several conveyances are by this Act confirmed and made effectual and valid accordingly as from the respective dates thereof together with all covenants and provisions therein respectively contained.

Recited assignment confirmed.

4. The assignment herein-before recited dated the twenty-eighth day of September one thousand eight hundred and eighty-two and the indenture of release thereon indorsed are by this Act confirmed and made effectual and valid as from the respective dates thereof.

Power to grant leases.

5. The trustees or trustee for the time being of the will of the said testator shall have power with the previous consent in writing of the said Edwin William Winton and Annslee Ashmead Winton during their joint lives or of the survivor of them during his or her life to contract with any person or persons for a lease or leases of the trust estate or any part or parts thereof now vested in them with or without an optional power of purchase as to the whole or part of the land contracted for and in pursuance of any such contract or without to grant a lease or leases of the said trust estate or any part or parts thereof now vested in them either for the laying out the same in roads or streets and for the erection by the lessee of any messuages or other buildings thereon with or without covenants on the part of the lessee requiring such messuages or buildings to be erected within specified periods or for any other purpose and with or without an optional power of purchase in the lessee of the whole or part or parts of the land thereby demised and for such term or terms of years not exceeding ninety-nine years and under such rents and with such covenants clauses provisoes stipulations and agreements as the trustees or trustee shall think reasonable and proper so that every such lease do take effect in possession immediately or within twelve calendar months next after the date thereof and so that by every such lease there be reserved the best rent or rents that can be reasonably obtained having regard to the covenants therein contained on the part of the lessee

which rent or rents may be made to increase progressively if the said trustees or trustee shall think proper and so that no fine or premium be taken for the granting of any lease or for any contract to grant the same and so that in every such lease there be contained a condition for re-entry on non-payment of the rent or rents thereby reserved for the space of twenty-one days next after the same shall become payable and so that the lessee or lessees in every such lease do execute a counterpart thereof.

Saving clause.

6. Saving always to the Queen's most Excellent Majesty Her heirs and successors and to every other person and body politic and corporate and their respective heirs successors executors administrators and assigns (other than and except the several persons who are by this Act expressly excepted out of this general saving) all such estate right title interest claim and demand whatsoever of in to and out of or upon the real and personal estate held on the trusts of the will of the testator William Hallett as they or any of them had before the passing of this Act or would could or might have had or enjoyed if this Act had not been passed.

Exceptions from saving clause.

7. The following persons are excepted out of the general saving in this Act and accordingly are the only persons bound by this Act (that is to say):—

1. William Henry Hallett.
2. Harriett Rebecca Hallett.
3. William Wilton.
4. Somers Clarke.
5. John Hallett.
6. Henry Richard Ashmead Hallett.
7. Annslee Ashmead Winton.
8. Edwin William Winton.
9. Annie Seaton Winton.
10. William Balcombe Winton.
11. Francis Langridge Winton.
12. Harold John Winton.
13. Douglas George Winton.
14. All other issue of Annslee Ashmead Winton.
15. Jane Ashmead Hallett.
16. All issue of Jane Ashmead Hallett.
17. Alfred Hallett.
18. George Hallett.
19. Daniel Friend.
20. Henry Abbey.
21. John Chester Craven.
22. The guardians of the poor of the parish of Brighton.

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23. The mayor, aldermen and burgesses of the borough of Brighton (so far as relates to the lease and the subsequent conveyance to them of one acre of ground part of the said land called the Enclosure).

24. John Marshall.

25. Ebenezer Marshall.

Consent of Henry Richard Ashmead Hallett to be obtained to this Act.

8. And whereas Henry Richard Ashmead Hallett is now abroad and his consent to this Act has not been proved therefore this Act shall not be of any avail as against the said Henry Richard Ashmead Hallett unless or until he the said Henry Richard Ashmead Hallett signifies his consent to this Act by writing under his hand attested by at least one witness and the writing be enrolled in the Chancery Division of the High Court of Justice within three years after the passing of this Act and after the enrolment of the consent of the said Henry Richard Ashmead Hallett such consent shall be deemed part of this Act and be as binding and conclusive upon him as if the consent had been obtained before the passing of this Act and the consent may be given in the form or to the effect following (to wit) "I Henry Richard Ashmead Hallett do hereby consent to Hallett's Estate Act 1884."

Costs of Act.

9. The trustees shall pay all the costs charges and expenses of or incidental to or consequent on the proceedings taken in the said action of *Re* Hallett—Hallett *v.* Hallett in reference to this Act and of preparing and obtaining this Act and incidental thereto respectively out of any moneys now or hereafter in their hands belonging to the said trust estate or may raise the same by mortgage of the trust estate.

Act not to be a public Act.

10. This Act shall not be a public Act but shall be printed by the several printers to the Queen's most Excellent Majesty duly authorized to print the statutes of the United Kingdom and a copy thereof so printed by any of them shall be admitted as evidence by all judges justices and others.

LONDON: Printed by Eyre and Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1884.