ANNO QUINQUAGESIMO TERTIO

GEORGII III. REGIS.

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Cap. 190.

An Act for enabling the Honourable and Reverend *Gerald Valerian Welleſley*, Doctor in Divinity, and the Reverend *Richard Hodges* to grant Building Leaſes of ſeveral undivided Shares in a Piece of Land, called *Chelſea Common*, in the Pariſh of *Saint Luke*, *Chelſea*, in the County of *Middleſex*, purſuant to an Agreement entered into for that Purpoſe. [2d *July* 1813.]

WHEREAS the Honourable and Reverend *Gerald Valerian Welleſley*, Doctor in Divinity, as Rector of the Pariſh and Pariſh Church of *Saint Luke*, *Chelſea*, in the County of *Middleſex*, is entitled to and in the actual Receipt of the Rents and Profits of ſeveral undivided Parts or Shares (the whole into ſixty Parts or Shares being conſidered as divided) of and in a Piece or Parcel of Land, called or known by the Name of *Chelſea Common*, in the ſaid Pariſh of *Saint Luke*, *Chelſea*: And whereas *Joſeph Hodges* (the younger Son of the Reverend *Richard Hodges*, of *Woolhope* in the County of *Hereford*, Clerk,) is under and by virtue of the laſt Will and Teſtament of *Joſeph Hodges*, late of *Clement's Inn*, in the ſaid County of *Middleſex*, Gentleman (ſince deceaſed), bearing Date the Seventh Day of *November* One thouſand ſeven hundred and ninety-nine, ſeiſed or entitled in Fee Simple to ſeveral other undivided Parts or Shares of and in the ſaid Piece or Parcel of Land called *Chelſea Common*: And whereas the ſaid *Joſeph Hodges*, the younger Son of the ſaid *Richard Hodges*, and alſo the Deviſee named in the ſaid Will of the ſaid Teſtator *Joſeph Hodges*, is now an Infant under the Age of Twenty-one Years, and the ſaid *Richard Hodges* is his Father and natural Guardian: And whereas the ſaid Piece or Parcel of Land, from its Situation, has become very eligible for building, and many Perſons have been induced to build, and are building valuable Houſes thereon, truſting to the Honour and good Faith of the ſeveral Perſons intereſted in the ſaid Piece or Parcel of Land that they would not take any undue Advantage of ſuch Improvements, and other Perſons might be induced to expend other Sums of Money in like Improvements, but ſuch Tenures is unpleaſant both to Landlord and Tenant, and likely to produce Litigation: And whereas by Articles of Agreement bearing Date the Fifth Day of *February* One thouſand eight hundred and thirteen, and made between the ſaid *Gerald Valerian Welleſley* and the ſaid *Richard Hodges* of the one Part,

and *William Whitehead*, *James Bonnin*, *William Smith*, and *Nathaniel Fulcher*, all of the ſaid Pariſh of *Chelſea*, Carpenters, Bricklayers, and Builders, of the other Part: after reciting that the ſaid ſeveral Perſons above named had applied to and requeſted the ſaid *Gerald Valerian Welleſley* and *Richard Hodges*, in Conſideration of the great Coſts and Charges which the ſaid ſeveral Perſons and others, the Perſons mentioned in the Schedule thereunder written, or thoſe from whom they had reſpectively derived the ſame, had been and would be reſpectively put to in erecting and building on certain Parts of the ſaid Piece or Parcel of Land and Premiſes called or known by the Name of *Chelſea Common*, more particularly ſpecified in the ſame Schedule, the ſeveral Capital Meſſuages or Tenements, and other Buildings in the ſame Schedule alſo ſpecified, to grant to them Leaſes of the ſaid undivided Parts or Shares of them the ſaid *Gerald Valerian Welleſley* and *Joſeph Hodges*, the Infant therein, for a long Term of Years upon the Terms and Conditions therein and hereinafter mentioned; but that inaſmuch as the ſaid *Gerald Valerian Welleſley* and *Richard Hodges* were not empowered to grant ſuch Leaſes: it is witneſſed and it is thereby mutually covenanted, declared, and agreed by and between all the ſaid Parties thereto; and the ſaid *Gerald Valerian Welleſley* and *Richard Hodges* did thereby covenant, with the ſaid ſeveral above-mentioned Perſons and their reſpective Executors, Adminiſtrators, and Aſſigns, that they the ſaid *Gerald Valerian Welleſley* and *Richard Hodges* would forthwith apply for an Act of Parliament to authorize and empower them to make, grant, and execute a Leaſe or Leaſes to ſuch ſeveral Perſons reſpectively; and alſo to the ſeveral other Perſons mentioned in the ſaid Schedule thereunder written and their reſpective Executors, Adminiſtrators, and Aſſigns, of the ſeveral undivided Parts or Shares of them the ſaid *Gerald Valerian Welleſley* and *Joſeph Hodges* the Infant, of and in the ſeveral Pieces or Parcels of the ſaid Land and Premiſes, as in the ſame Schedule particularly mentioned and expreſſed, and ſet againſt the Names of ſuch ſeveral Perſons reſpectively with the Capital Meſſuages or Tenements and Offices and other Erections and Buildings thereon erected and built by the ſaid ſeveral Perſons reſpectively, or thoſe from whom ſuch Perſons had reſpectively derived the ſame, or to join and concur with all other neceſſary Parties in making, granting, and executing a Leaſe or Leaſes to ſuch ſeveral Perſons reſpectively, and alſo to the ſeveral Perſons mentioned in the ſaid Schedule thereunder written, and their reſpective Executors, Adminiſtrators, and Aſſigns of the Intirety of the ſaid Piece or Parcel of Land and Premiſes called *Chelſea Common*, in the ſame Schedule mentioned and expreſſed and ſet againſt the Names of ſuch ſeveral Perſons reſpectively with the capital Meſſuages or Tenements, Offices, and other Erections and Buildings thereon erected and built by the ſaid ſeveral Perſons reſpectively, or thoſe from whom ſuch Perſons had reſpectively derived the ſame, with their and every of their Appurtenances, to hold the ſame unto ſuch ſeveral Perſons reſpectively and their reſpective Executors, Adminiſtrators, and Aſſigns for the Term of Ninety-nine Years, to commence and be computed from the Periods, and at, under, and ſubject to the ſeveral yearly Rents mentioned in the ſaid Schedule; and it was thereby further mutually covenanted, declared, and agreed by and between the ſaid Parties thereto, that the ſaid ſeveral Leaſes when made and executed ſhould contain a Covenant on the Part of the ſaid ſeveral Leſſees reſpectively and their reſpective Executors, Adminiſtrators, and Aſſigns for the Payment of the Rents to be thereby reſerved by Four equal quarterly Payments during every Year of the ſaid Term, ſo to be granted clear of all Taxes and Deductions (except any Income or Property Tax in reſpect of the ſaid Rents); and alſo covenants from the ſaid ſeveral Leſſees and their reſpective Executors, Adminiſtrators, and Aſſigns, to repair and keep in repair the ſaid Meſſuages, Erections, and Buildings erected and built or to be erected and built on the ſame Premiſes, and to

ſurrender

surrender and leave in Repair the said Messuages, Erections, and Buildings at the End or Expiration of the Terms in such Leases granted; and also a Power for the Lessors for the Time being to enter upon the Premises, and to inspect the State and Condition thereof, and also all such other usual and proper Covenants, Provisoes, and Conditions on the Part of the said several Lessees respectively and their respective Executors, Administrators, and Assigns, as are usually inserted in Leases of the same or the like Nature; and further, that the said several Leases when made and executed should contain Conditions of Re-entry for Non-payment of the Rents to be thereby reserved or Non-performance of the Covenants, Provisoes, or Conditions on the Part of the said several Lessees respectively, and their respective Executors, Administrators, and Assigns, and that they should severally execute Counterparts of their respective Leases: And whereas it would be of great Benefit and Advantage to the said *Gerald Valerian Wellesley* and the said *Joseph Hodges* the Infant, if the said recited Contract or Agreement was carried into Execution; but the same cannot be carried into Effect without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *Gerald Valerian Wellesley*, and the said *Richard Hodges* on Behalf of the said *Joseph Hodges* his Son, the Infant, 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 from and after the passing of this Act it shall and may be lawful to and for the said *Gerald Valerian Wellesley* and his Successors for the Time being, as Rectors of the Parish and Parish Church of *Saint Luke, Chelsea*, as aforesaid, by and with the Privity and Consent of the Patron of the said Rectory for the Time being, or of his Committees or Trustees or Guardians for the Time being, and also of the Bishop of *London* for the Time being, to be testified by some Writing under their Hands and Seals; and also to and for the said *Richard Hodges*, during the Minority of his Son the said *Joseph Hodges* the Infant, from Time to Time, by Indenture or Indentures sealed and delivered by him and them respectively in the Presence of and attested by two or more credible Witnesses, to grant a Lease or Leases of the several and respective undivided Parts or Shares whereto the said *Gerald Valerian Wellesley*, and *Joseph Hodges* the Infant, are so entitled as aforesaid, of and in all and singular the Messuages, Tenements, and Hereditaments comprised in the said Schedule to this Act annexed, and so agreed to be demised to the said several Persons mentioned in the same Schedule, by the said recited Contract or Agreement as aforesaid, and of and in all Ways, Watercourses, Rights, Easements, Liberties, Privileges, Profits, Commodities, Advantages, and Appurtenances whatsoever thereto belonging or appertaining, or to join and concur with all other proper and necessary Parties in granting a Lease or Leases of the Intirety of the same Messuages, Lands, Tenements, and Hereditaments, with their respective Appurtenances, for the Term of Ninety-nine Years, to take Effect or be computed from the Periods or Times particularly mentioned or specified in the said Schedule to the said recited Contract or Agreement, as also in the said Schedule to this Act annexed, at and under the yearly Rents specified in the same Schedule respectively, and under and subject to the Covenants, Conditions, or Agreements mentioned or expressed in the same Contract or Agreement as hereinbefore recited or set forth, according to the true Intent and Meaning thereof and of this Act.

Enabling Doctor Wellesley and Reverend Richard Hodges to grant Leases.

II. Provided always, and be it enacted, That in every Lease to be granted pursuant to this Act, there shall be contained on the Part of the respective Lessees and their respective Executors, Administrators, and Assigns, a Covenant for the Payment of a due Proportion of the

Covenant in Lease to pay Rent quarterly to Doc-

tor Welleſley and his Succeſſors.

Rent to be thereby reſerved by Four equal quarterly Payments during every Year of the Term thereby to be granted unto the ſaid *Gerald Valerian Welleſley* and his Succeſſors for the Time being, as Rector of the Pariſh and Pariſh Church of *Saint Luke*, *Chelſea*, aforeſaid, and unto the ſaid *Joſeph Hodges* the Infant, his Heirs and Aſſigns, according to their reſpective Eſtates and Intereſts in the Lands and Premiſes compriſed in every ſuch Leaſe, and alſo a Condition of Re-entry for Non-payment of ſuch Proportions of Rent to be thereby reſerved.

General Saving.

III. Saving always to the King's moſt Excellent Majeſty, his Heirs and Succeſſors, and to all and every Perſon and Perſons, Bodies Politic and Corporate, his, her, and their reſpective Heirs, Succeſſors, Executors, and Adminiſtrators, (other than and except the ſaid *Gerald Valerian Welleſley* and his Succeſſors, as Rectors of the ſaid Rectory, and alſo the ſaid *Joſeph Hodges* the Infant, his Heirs and Aſſigns,) all ſuch Eſtate, Right, Title, Intereſt, Property, Claim, and Demand whatſoever, of, in, to, or out of the ſaid Meſſuages, Lands, Tenements, and Hereditaments compriſed in the ſaid Schedule to the ſaid recited Contract or Agreement, and to this Act annexed, or any Part or Parts thereof, as they, every, or any of them had before the paſſing of this Act, or could or might have had and enjoyed in caſe this Act had not been made.

Act ſhall be printed by King's Printer.

IV. 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 the foregoing Act refers.

Leſſees.	Premiſes.	Entry.	Term.	Rent. £.	s.	d.
William Whitehead	For Lands, Part of Chelſea Common	Lady-day 1810	99 Years	215	0	0
James Bonnin —	Ditto —	Chriſtmas 1809	Ditto	128	0	0
James Bonnin —	Ditto —	Ditto 1809 —	Ditto	31	10	0
—— Wood —	Ditto —	Michaelmas 1810	Ditto	120	10	0
Peter Denys, Eſquire	Ditto —	Chriſtmas 1809	Ditto	120	0	0
William Smith —	Ditto —	Ditto ditto	Ditto	110	0	0
Nathaniel Fulcher	Ditto —	Ditto 1810	Ditto	107	10	0
Joſeph Couzens	Ditto —	Midſummer ditto	Ditto	94	0	0
John Morbey —	Ditto —	Lady-day 1808, and Chriſtmas 1809	Ditto	40	0	0
John Bennett —	Ditto —	Chriſtmas 1809	Ditto	38	0	0
James Potter —	Ditto —	Ditto 1810	Ditto	30	0	0
—— Biſhop —	Ditto —	Midſummer 1809	Ditto	25	0	0
William Blizard	Ditto —	Lady-day 1808	Ditto	17	10	0
Thomas Charlton	Ditto —	Ditto ditto	Ditto	10	0	0
— Jaques, late Couzens	Ditto —	Ditto ditto	Ditto	25	0	0
			£	1112	0	0

The above Lands and Premiſes contain in the whole Thirty-one Acres Three Roods and Twenty-three Perches

THOs. RICHARDSON.

LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN, Printers to the King's Moſt Excellent Majeſty. 1813.