Anno ſexto

Georgii III. Regis.

An Act to enable the Principal Officers and Commiſſioners of His Majeſty's Navy to carry into Execution certain Articles of Agreement made for a Leaſe of Ground for the Improvement of His Majeſty's Dock Yard at *Plymouth*.



WHEREAS Sir William Morice, late of Werrington, in the County of Devon, Baronet, deceaſed, made his laſt Will and Teſtament in Writing, bearing Date on or about the Fifth Day of December, One thouſand ſeven hundred and forty four, and thereby gave and deviſed all that his Manor, Lordſhip, Advowſon, and Rectory, of Stoke Damarel, in the County of Devon, and all his Meſſuages, Lands, Tenements, and Hereditaments, in the ſaid Parish of Stoke Damarel, and County of Devon, unto Truſtees therein named, for a Term of Two hundred Years, without Impeachment of Waſte, upon Truſt, by and out of the Rents and Profits, or by Sale or Mortgage Preamble.

of the Premisses, or otherwise, to raise and levy One Moiety of such Debts, Legacies, and Annuities, as are therein-mentioned; and after the Determination of the said Term of Two hundred Years, unto Sir John Saint Aubyn, the Testator's Nephew, for his Life, without Impeachment of Waste (except voluntary Waste in Houses and Buildings) Remainder to Trustees therein named and their Heirs, during the Life of the said Sir John Saint Aubyn, in Trust to preserve the contingent Remainders therein after limited; and after his Death, unto the First and every other Son of his Body lawfully issuing successively in Tail Male, Remainder to John Molesworth, Son of Sir John Molesworth and Nephew of the said Testator, for his Life, without Impeachment of Waste (except such voluntary Waste as aforesaid) with the like Provision for preserving the contingent Remainders; and after his Death, to the First and every other Son of his Body lawfully issuing successively in Tail Male, Remainder to William Molesworth, Second Son of the said Sir John Molesworth, for his Life, without Impeachment of Waste (except such voluntary Waste as aforesaid) with the like Provision for preserving the contingent Remainders; and after his Death, to the First and every other Son of his Body lawfully issuing successively in Tail Male, with Remainder or Reversion in Fee to the right Heirs of the Testator; and he gave and devised divers other Manors, Lands, Tenements, and Hereditaments, situate, lying, and being, in the said County of Devon, and also in the County of Cornwall therein particularly mentioned and described, unto his Kinsmen Humphry Morice and Nicholas Morice, for their respective Lives successively, and to their First and other Sons successively in Tail Male, in such Manner as is therein mentioned, with Remainders over; and he gave and devised all his Manors, Lordships, Rectories, Lands, Tenements, Rents, Hereditaments, and Real Estates whatsoever, in the Counties of Devon and Cornwall, or elsewhere in England, not therein before particularly devised, unto Trustees therein named, for a Term of Two hundred Years, upon Trust, by the Ways and Means therein mentioned, to raise and levy the other Moiety of such Debts, Legacies, and Annuities, in such Manner as is therein mentioned; and after the Determination of the said Term, unto the said John

Moleſworth, and William Moleſworth, and Sir John Saint Aubyn, ſucceſſively, for their reſpective Lives, and to their Firſt and other Sons ſucceſſively in Tail Male, with the Remainder or Reverſion in Fee thereof to the right Heirs of the ſaid Teſtator; in which ſaid Will is contained a Clauſe or Proviſo in the Words or to the Effect following; (that is to ſay) Provided alſo, and my Will and Meaning is, that it ſhall and may be lawful to and for the ſaid Sir John Saint Aubyn during his natural Life, and to and for the ſaid Humphry Morice and Nicholas Morice during their natural Lives, and to and for my Nephew John Moleſworth during his natural Life, and alſo to and for my Nephew William Moleſworth during his natural Life, as they ſhall be reſpectively ſeized, and all and every other Perſon and Perſons who ſhall be ſeized of my ſaid Manor, Lordſhip, Lands, Tenements, Hereditaments, and Premiſſes, ſituate, lying, and being, in the ſaid Pariſh of Stoke Damarel, in the County of Devon, by virtue of this my Will, by any Deed or Writing executed in the Preſence of Two or more credible Witneſſes, to demiſe, leaſe, and grant, any Part of the ſaid Manor, Lordſhip, Lands, Tenements, Hereditaments, and Premiſſes, ſituate, lying, and being, in the ſaid Pariſh of Stoke Damarel and County of Devon; as alſo all other my Manors, Lordſhips, Lands, Tenements, Hereditaments, and Premiſſes, which, at the Time of my Death, ſhall be, and uſually have been, letten upon Fines to any Perſon or Perſons for the Term of Twenty one Years, for the Life or Lives of One, Two, or Three, Perſons, or for any Term or Number of Years determinable on the Death of One, Two, or Three Perſons therein to be named, ſo as ſuch Leaſes be not made diſpuniſhable of Waſte; and ſo as the ancient and accuſtomed Rents, Services, and Herriots, be reſerved thereon, and made payable to the Perſon and Perſons who ſhall, from time to time, be ſeized of the Freehold of the Premiſſes by this my Will; and ſo as the Leſſee or Leſſees execute Counterparts thereof; and ſo as there be no more than Three Lives or Number of Years determinable on the Death of Three Perſons at One and the ſame Time, thoſe in Poſſeſſion, Reverſion, Remainder, and Expectancy, being all computed together: And whereas the ſaid William Moleſworth is lately dead, without leaving any Iſſue Male:

And whereas the said Sir John Saint Aubyn hath Issue One Son, named John Saint Aubyn, an Infant, under the Age of Twenty one Years; and the said John Molesworth, now Sir John Molesworth Baronet, is living, and hath Issue Two Sons, who are both Infants: And whereas the Principal Officers and Commissioners of his Majesty's Navy have, on the Behalf and for the Service of His Majesty, lately proposed to the said Sir John Saint Aubyn to take a Lease of a Parcel of waste Ground lying and being near His Majesty's Dock Yard, in the Parish of Stoke Damarel aforesaid, for a Term of Twenty one Years, at the yearly Rent of Sixty Pounds; and by Articles of Agreement indented, bearing Date the Sixteenth Day of February, One thousand seven hundred and sixty five, and made, or mentioned to be made, between the Right Honourable William Lord Viscount Barrington, George Cockburne, Thomas Slade, William Batley, Edmond Mason, Timothy Brett, Robert Osborne, William Bateman, Esquires, and Sir Richard Temple Baronet, the Principal Officers and Commissioners of the Navy, for and on the Behalf of His Majesty of the One Part, and the said Sir John Saint Aubyn of the other Part; after taking Notice that the said Principal Officers and Commissioners had entered into a Treaty with the said Sir John Saint Aubyn for a Lease of the said Parcel of Ground therein and herein after particularly mentioned and described; but that the same not being within the Power of leasing vested in the said Sir John Saint Aubyn by virtue of the Will of the said Sir William Morice, it was agreed between the Parties to the said Articles, that the said Sir John Saint Aubyn should, with all convenient Speed, but at the proper Costs and Charges of His Majesty, apply for, and endeavour to obtain, an Act of Parliament to enable him the said Sir John Saint Aubyn to grant a Lease of the Premisses upon the Terms, and subject to the Rent, Reservations, Covenants, and Agreements, therein mentioned, stipulated, provided, and declared, as in and by the said Articles may more fully appear: But although the carrying the aforesaid Proposal and Agreement into Execution would be for the Benefit and Advantage of the said Sir John Saint Aubyn, and all other Persons, in Remainder, intitled to the Ground and Premisses so proposed to be leased under the Will of the said Sir William Morice; yet,

yet, as the said Power of leasing extends to, and comprizes all other, the Testator's Manors, Lands, and Tenements, which at his Death should be, and had been usually, leased upon Fines; and as it is provided and directed in and by the said Will, that the Leases to be made by virtue of and under the said Power are to be subject to and under certain Terms and Restrictions therein mentioned, which may not be compatible with, or properly applicable to, such Lease as is contracted for by the said Articles, it may be doubtful whether such Lease can be effectually made or granted to answer the Intention of the said Parties without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said Sir John Saint Aubyn, for himself, and on the Behalf of the said John Saint Aubyn his Son; and also the said Sir John Molesworth, for himself, and on Behalf of his said Infant Sons; 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 it shall and may be lawful to and for the said Sir John Saint Aubyn, at any Time or Times hereafter, during his Life, by Indenture or Indentures under his Hand and Seal, to demise, lease, or grant, all that Piece or Parcel of Waste Ground leading from the East Side of the Wall of His Majesty's said Dock or Yard, to the West Hedge or Gate of a certain Field, being Part of the Barton of Mountwise, in the said Parish of Stoke Damarel, called Gadger's Hill, and being Part of, and comprized within several Fields of and belonging to the said Barton of Mountwise, called or known by the Names of Gadger's Hill, Higher Kelly Parks, and Lower Kelly Parks, containing together, by Estimation, Six Acres, One Rood, and Thirteen Perches; all which said Pieces or Parcels of Ground and Premisses are bounded with the Wall of His said Majesty's Dock Yard; and the Banks of the Cliffs on the West and North-west, with the Pale of certain Parcels of the said Fields called Higher and Lower Kelly Parks, lately purchased by His Majesty's Board of Ordnance, on the South; and other Part of the said Fields, called Gadger's Hills, on the East, now or late

Sir *John Saint Aubyn* authorized to lease, for 21 Years, certain Waste Grounds, &c. here described,

late in the respective Tenures or Occupations of Charles Hoskyn, and James Corbyn, or their Undertenants; and also all those several Pieces or Plots of Waste Ground lying under the Cliffs on the West Side of the said Field called Higher Kelly Parks, so far as the same extend towards Low Water Mark, containing together, by Estimation, Two Acres, One Rood, and Twenty Perches; and which said Grounds and Premisses are more particularly delineated and described in a Plan or Ground Plot to the said Articles annexed, with their, and every of their Appurtenances, unto the said William Lord Viscount Barrington, George Cockburne, Thomas Slade, William Batley, Edmund Mason, Timothy Brett, Robert Osborne, William Bateman, and Sir Richard Temple, their Executors, Administrators, and Assigns, or to the Principal Officers and Commissioners of His Majesty's Navy for the time being, or to such Person or Persons as they respectively shall for that Purpose nominate and appoint, to hold for and during the Term of Twenty one Years, to commence and take Effect from the making such Lease or Leases respectively; reserving thereupon the yearly Rent of Sixty Pounds of lawful Money of Great Britain, payable on the Feasts of the Annunciation of the Blessed Virgin Mary, the Nativity of Saint John the Baptist, the Feast of Saint Michael the Archangel, and the Birth of our Lord Christ, in every Year, by equal Portions; in which said Lease or Leases so to be made, there shall be inserted and contained such Clauses, Provisoes, Conditions, Covenants, and Agreements, as have usually been inserted or contained in the several Leases heretofore made and granted by the said Sir John Saint Aubyn, to the Principal Officers and Commissioners of His said Majesty's Navy; and also a Covenant that a certain Space of Ground from the Wall intended to be built to inclose the said Premisses, that is to say, The Space of Sixty Feet from the North and South End of the said intended Wall, and the Space of Thirty Feet from that Part thereof towards the East, where a Projection is described in the Plan or Ground Plot annexed to the said Articles, shall be left and remain vacant; and that no Building or Buildings whatsoever shall be erected thereon, during the Continuance of any Lease to be made in pursuance of this Act; and also a Covenant on the Part or Behalf of His Majesty,

to *William* Lord Viscount *Barrington*, and others,

or to the Principal Officers and Commissioners of the Navy, for the time being, *&c.*

at 60*l. per Annum*,

payable quarterly;

the Leases to contain certain Conditions and Covenants.

Majesty, His Heirs, or Successors, that no Stone or Lime shall be got, or dug for, in, and out of, the Premisses so to be leased, other than such as shall be for the proper Use and Benefit of His said Majesty, His Heirs, and Successors.

And whereas there is, and for many Years last past hath been, a Road or Way through Part of the said Premisses so to be leased as aforesaid, leading from the said Town called Dock Town, to a certain Place on the Sea Shore called Mutton Cove; and which said Road will, by Means and in Consequence of such Lease, be inclosed and stopped up, and the said Sir John Saint Aubyn, and his Tenants, will be deprived of the Benefit and Advantage thereof; it is therefore hereby further enacted, That the Commissioners of His Majesty's Navy shall, at the Costs and Charges of His said Majesty, His Heirs, or Successors, with all convenient Speed, make, or cause to be made, a new Road or Way from the said Town called Dock Town, to Mutton Cove aforesaid, through Part of the said Lands and Grounds purchased by, and sold and disposed of to, His Majesty's Board of Ordnance, and other the Lands and Grounds of the said Sir John Saint Aubyn; and that the said Sir John Saint Aubyn, and all and every other Person and Persons, who shall be seized of the said Manor of Stoke Damarel and Premisses, by and under the Limitations in the said Will, and his and their Tenants, Inhabitants of the said Town called Dock Town, shall, from time to time, and at all Times hereafter, have the free Use and Enjoyment, and Liberty of Passage, as well on Foot as on Horseback, or with Coaches, Carts, and Carriages, in, over, and upon, the said Road or Way so to be made as aforesaid.

A new Road to be made from *Dock Town* to *Mutton Cove*, at the Expence of the Crown.

Saving always to the King's most Excellent Majesty, His Heirs, and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his, her, and their, Heirs, Successors, Executors, and Administrators (other than and except the said Sir John Saint Aubyn, and Sir John Molesworth, and the respective Sons by them lawfully begotten, or to be begotten, and the several Heirs Male of the respective Bodies of all and every such Sons respectively, and the right Heirs of the said Sir William Morice the Testator) all such Right, Title, Interest, Claims, and Demands, of, in, to, or out of, the Premisses

Reservation of Rights.

5.

missies hereby made subject to the Powers given, granted, and provided, by this Act, 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.

FINIS.