ANNO SEXTO & SEPTIMO

VICTORIÆ REGINÆ.

****

Cap. 12.

An Act for authorizing Surrenders of certain Leases for Lives of Manors and Hereditaments in the County of *Cornwall* (late the Estate and Property of Sir *Christopher Hawkins* Baronet, deceased,) by the Tenants for Life in Possession under his Will, and other Persons, and the Acceptance of renewed Leases, with certain Exceptions and Reservations. [27th *June* 1843.]

Will of Sir Christopher Hawkins, 28th Jan. 1823.

WHEREAS Sir *Christopher Hawkins*, late of *Trewithen* in the County of *Cornwall*, Baronet, deceased, by his last Will and Testament in Writing, bearing Date on or about the Twenty-eighth Day of *January* One thousand eight hundred and twenty-three, so executed and attested as was by Law required to pass Freehold Estate, charged all those Messuages, Lands, and Tenements situate in the Borough and Parish of *Saint Ives* and the Parish of *Saint Breock*, and also his Estate and Interest in the Lands and Property, both Real and Personal, of which he was or might be seised

or possessed, at Law or in Equity, as one of the Partners in a Company carrying on Trade then or theretofore under the Firm of *Trevenen, Carne,* and *Wood,* with the Payment of such of his Debts, Funeral and Testamentary Expences, and such Legacies as he should thereby give and bequeath, as his Personal Estate should be insufficient to pay and discharge, and for that Purpose the said Testator gave and devised, unto and to the Use of his Friends, *John Hawkins* Esquire, *William Carlyon* Esquire, and *Harry Brereton Trelawny* Esquire, their Heirs, Executors, Administrators, and Assigns for ever, all those the said Messuages, Lands, Tenements, and Hereditaments, and all other such Lands and Property, both Real and Personal, and also the next Presentation and Presentations which should happen to the Parish and Parish Churches of *Saint Just in Roseland* and *Saint Mewan,* happening before or after his Decease, with the Appurtenances, upon the Trusts therein-after expressed concerning the same; that is to say, upon Trust that they his said Trustees, and the Survivors and Survivor of them, and the Heirs, Executors, Administrators, and Assigns of such Survivor, should, as soon after his Decease as they should think fit, make sale and dispose of all and every the said Messuages, Lands, Tenements, Hereditaments, Presentations, and other Estate and Effects, with the Appurtenances, so given and devised to them as aforesaid, or so much thereof as might be necessary for the Purposes aforesaid, and also so much of the Lands and Tenements therein-after devised as should be necessary for such Purposes, according to the Discretion of his said Trustees, either together or in Parcels, and by public Auction or private Contract, as should seem meet, for the most Money that could be reasonably gotten for the same respectively; and he thereby declared, that the Receipt and Receipts of his said Trustees, or the Survivors or Survivor of them, or the Heirs, Executors, Administrators, or Assigns of such Survivor, under their or his Hands or Hand, should be a good and effectual Discharge or Discharges to the Purchaser and Purchasers of the Premises or any Part thereof, for his, her, or their Purchase Money, or so much thereof as should be therein expressed to be received; and as to the Money arising from such Sale and Sales, as well of the Lands therein-before devised by that his Will as therein-after devised, his Will was, that the same should be applied in making good the Deficiency (if any should then be) of his Personal Estate in paying his Debts, Funeral and Testamentary Expences, and Legacies, and the Residue of such Monies (deducting thereout the Costs and Expences of his said Trustees, their Heirs, Executors, Administrators, and Assigns respectively, which they or any or either of them might be at, pay, expend, or be put to in and about the Execution of the Trusts thereby in them reposed, or in anywise relating thereto,) should be paid to such Person and Persons as should for the Time being be entitled to the Rents and Profits of the Residue of his Real Estate under the Provisions of that his Will; and as to all other his Manors and Lordships, or reputed Manors and Lordships, and all other his Freehold Messuages, Lands,

Tenements, Advowsons, Rights and Turns of Presentation, Tithes, and Real Estate, in Possession, Reversion, Remainder, or Expectancy, the said Testator gave and devised the same to his Nephew, *Christopher Henry Thomas Hawkins* (therein by Mistake called *Henry Thomas Christopher Hawkins*), the Second Son of his Brother the said *John Hawkins*, to hold to him and his Assigns for the Term of his natural Life, without Impeachment of Waste, and from and after the Determination of that Estate he gave and devised the same to the First Son of the Body of his said Nephew lawfully issuing, and the Heirs Male of the Body of such First Son, and for Default of such Issue then to the Second and other Son and Sons of the Body of his said Nephew as they should be in Priority of Birth, and the Heirs Male of their respective Bodies, and in default thereof then he gave and devised the same to his Niece, *Mary Ann Hawkins* (eldest Daughter of his said Brother), to hold the same to her and her Assigns for the Term of her natural Life, without Impeachment of Waste, and from and after the Determination of that Estate he gave and devised the same to the First Son of the Body of his said Niece lawfully issuing, and the Heirs Male of his Body lawfully issuing, and then to the Second and other Son and Sons of the Body of his said Niece, as they should be in Priority of Birth, and the Heirs Male of their respective Bodies, and in default thereof then he gave and devised the same to his (the Testator's) right Heirs for ever; provided always, and the said Testator declared his Will to be, that it should be lawful for the Person and Persons who should be in Possession of such his Estates for the Time being under that his Will to demise and lease all or any Part thereof for any Term or Number of Years, not exceeding Twenty-one Years in Possession, and not in Reversion or by way of future Interest, so as in every such Lease there should be reserved and made payable the best and most improved yearly Rent that could or might be reasonably had or gotten for the same, and without taking any thing by way of Fine or Foregift, and also to grant any Part or Parts of his said Lands, Tenements, and Hereditaments, not exceeding the yearly Value of Ten Pounds, for any Term or Number of Years determinable on any Life or Number of Lives, so as the Tenant or Lessee in every Lease to be granted by virtue of that his Will should execute a Counterpart of such Lease; and his Will further was, that it should be lawful for the Person and Persons in Possession as aforesaid to make and execute any Grant or Grants, Lease or Leases, Sett or Setts of any Mine or Mines, or for searching for and raising any Tin, Copper, Lead, Clay, or any other Ore, Metal, or Minerals, and taking and carrying away the same, reserving the usual and accustomed or a reasonable Payment in respect of the Dues and Farm thereof, and so as the Grantees or Takers of such Grants, Lease, and Setts, and every of them, should execute Counterparts or Duplicates thereof; and he gave to his Sister, *Mary Trelawny Brereton*, and to her Son, *Harry Brereton Trelawny* Esquire, the Sum of Twelve thousand Pounds, in Trust for the Use and Benefit of his adopted Daughter, *Christiana*

Dutton,

Dutton, which Sum he willed might be paid to her, and to be settled on her during her Life, at the Time of her Marriage, or in case she should not marry then the Interest of the said Money to be invested in Government Securities to be paid to her, and in the event of her not marrying, or dying, then the said Sum of Twelve thousand Pounds was to be divided in equal Parts, and one Half to be paid to *Harry Brereton Trelawny* and his Heirs, and the other Part to his (the Testator's) Nephew, *John Trelawny*, or his Heirs, or the Heirs of either in default to the Heirs of the Testator's Brother the said *John Hawkins*; and the said Testator appointed the said *John Hawkins*, *William Carlyon*, and *Harry Brereton Trelawny* Executors of his said Will: And whereas the said Testator afterwards made a Codicil to his said Will, bearing Date on or about the Twenty-eighth Day of *April* One thousand eight hundred and twenty-five, whereby he gave to the said *Christiana Dutton* Eight thousand Pounds, in addition to the said Sum of Twelve thousand Pounds, in case he should have no legal Issue, but did not otherwise alter his said Will: And whereas the said Testator departed this Life in or about the Month of *April* One thousand eight hundred and twenty-nine, without having revoked or altered his said Will and Codicil, and without Issue, leaving the said *John Hawkins* his only Brother and Heir at Law: And whereas the said *John Hawkins* the Brother died in or about the Month of *July* One thousand eight hundred and forty-one, intestate as to the Estates devised by the said recited Will of the said Sir *Christopher Hawkins*, leaving *John Heywood Hawkins* his eldest Son and Heir at Law: And whereas the said *William Carlyon* and *Harry Brereton Trelawny* (Two of the Trustees and Executors named in the said Will) did, by Indenture bearing Date on or about the Twelfth Day of *May* One thousand eight hundred and twenty-nine, renounce the Trusts of the said Will, and all Estates, as well Real as Personal, to them and the said *John Hawkins* given, devised, and bequeathed by the said Will, and renounced Probate thereof; and the said Will and Codicil have been duly proved by the said *John Hawkins* alone in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the said *Christopher Henry Thomas Hawkins*, who was an Infant at the Time of the said Testator's Decease, attained the Age of Twenty-one Years on the Eleventh Day of *December* One thousand eight hundred and forty-one, but is still a Bachelor: And whereas the said *Mary Ann Hawkins*, in the Month of *September* in the Year One thousand eight hundred and forty-two, intermarried with and is now the Wife of the Reverend *George Dempster Johnstone* Clerk; And whereas the Manor or Manors of *Gargoll* otherwise *Cargoll*, or Part thereof, and certain Houses, Lands, Tithes, Fairs, and Hereditaments in the Parish of *Probus*, (situate respectively in the County of *Cornwall*,) and certain Messuages, Lands, Tenements, and other Hereditaments belonging to the said Manor and Manors specified in the Schedule to this Act, and which are held under Leases from the Lord Bishop of *Exeter* and Treasurer of the Cathedral Church of *Saint Peter* in *Exeter*,

Codicil, 28th April 1825.

Exeter, the Dates and Particulars of which Leases are set forth in the said Schedule, being Freehold Leases for the Lives of the several Persons therein mentioned, were and are respectively Parts of the said residuary Real Estate of the said Sir *Christopher Hawkins* the Testator, and are now vested in the said *Christopher Henry Thomas Hawkins* as Tenant for Life, with such Remainders and subject to such Charges as in the said Will and herein-before are mentioned: And whereas there is no Power or Clause in the said Will of the said Sir *Christopher Hawkins* for or relating to the Renewal of the said Leases, and the making of such Surrenders of the existing Leases as are by Law required to be made previous to the granting of new Leases: And whereas in the subsisting Lease of the said Manor or Manors of *Gargoll* otherwise *Cargoll* (bearing Date the Twenty-second of *September* One thousand eight hundred and twenty) there are contained (amongst the Words descriptive of Hereditaments and Appurtenances belonging to or being Parcel of the demised Premises) the Words "Mines and Quarries," and Doubts have been expressed whether the Insertion of those Words might not be held to render the said Lease void or voidable in Law: And whereas it is understood that the Lord Bishop of *Exeter*, the Lessor, would be willing to accept a Surrender of the said last-mentioned Lease, and to grant a new Lease in an unobjectionable Form, upon its being agreed that such new Lease should be granted and accepted subject to an Exception and Reservation of Mines, Minerals, and Mineral Produce within or under the Manor or Manors and Lands to be comprised therein, with Powers to the said Lord Bishop and his Successors, and his or their Lessees, Agents, or other Persons, to enter and dig or search for, get, win, and work such Mines and Mineral Produce: And whereas the making of such Surrenders as aforesaid, and the Acceptance of new or renewed Leases, with such Exceptions and Reservations as herein-before mentioned, both as to the said Manor of *Cargoll* and as to the other Hereditaments mentioned in the said Schedule to this Act, would be of Advantage to the said *Christopher Henry Thomas Hawkins* and his Sons, and their Issue Male, and to all other Parties interested under the said recited Will; but by reason of the Charges and Limitations contained in the said Will, and the Want of such Power as aforesaid, the same cannot be effected without the Aid and Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subject, the said *Christopher Henry Thomas Hawkins*, doth 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 the Authority of the same, That after the passing of this Act it shall be lawful for the said *Christopher Henry Thomas Hawkins*, at any Time and from Time to Time during his natural Life, and after his Decease for his Executors or Administrators, from Time to Time, during the Minority of any Son of him the said *Christopher Henry Thomas*

Christopher H. T. Hawkins and others may surrender the Leases specified in the Schedule.

Thomas Hawkins who shall for the Time being be entitled to the Possession or Receipt of the Rents and Profits of the Tenements and Hereditaments specified in the Schedule to this Act, and who shall be under the Age of Twenty-one Years, and after there shall be a Failure of such Issue then to and for the said *George Dempster Johnstone* and *Mary Ann* his Wife, late *Mary Ann Hawkins*, from Time to Time, during their joint natural Lives, and to and for the said *Mary Ann Johnstone*, in case she should survive the said *George Dempster Johnstone*, during her natural Life, or, after the Determination of that Estate, then for the Executors or Administrators of her the said *Mary Ann Johnstone*, from Time to Time, during the Minority of such Son of her the said *Mary Ann Johnstone* as for the Time being shall be entitled to the actual Possession or Receipt of the Rents and Profits of the said Tenements and Hereditaments, and shall be under the Age of Twenty-one Years, when and as often as Occasion shall require, by any Deed or Deeds, sealed and delivered by the Person or Persons hereby authorized and empowered as aforesaid in the Presence of and attested by One or more credible Witness or Witnesses, to surrender and yield up the said Tenements and Hereditaments comprised in or subject to the several Leases specified in the said Schedule to this Act, to any Persons capable of accepting such Surrender, to the Intent that the Estates, Terms, and Interests, or Estate, Term, and Interest, subsisting therein under the now existing Leases or any of them, or which may be subsisting therein, or in any of the said Hereditaments and Premises, under any renewed Lease or Leases to be hereafter granted thereof, may cease and determine; and any Surrender to be made and executed under the Powers of this Act shall be as valid and effectual as if the Person or Persons making the same were seised of the whole Estate, Term, and Interest, or Estates, Terms, and Interests, thereby expressed to be surrendered.

No Surrender to be valid unless a new Lease be granted within a limited Time.

II. Provided always, and be it enacted and declared, That no such Surrender as hereby authorized to be made shall be of any Validity or Effect unless at the Time of making the same, or within One Year next before or after that Time, a new Lease or new Leases of the Tenements and Hereditaments comprised in such Surrender shall be obtained and granted, by way of Renewal, for such Life or Lives as with any Life or Lives subsisting in the then existing prior Lease of the said Tenements and Hereditaments (where and so often as there shall be any such subsisting Life or Lives) will make up a full Estate and Term of Three Lives, and (where and so often as there shall not be any such subsisting Life or Lives) then for the full Estate or Term of Three new Lives, save and except in the Case next herein-after provided for.

Renewed Leases may contain Ex-

III. Provided also, and be it further enacted, That in any and every new Lease to be granted by way of Renewal, as herein-before

required and directed, there may be inserted (if required by the Lessor) an Exception or Reservation of all Mines, Minerals, and Mineral Produce to be found, won, gotten, or wrought within or under the Manor or Manors and Lands therein comprised, or any Part or Parts thereof, with full Power for the Lessor, or his Heirs or Successors, or other the Person for the Time being entitled to the immediate Reversion expectant on such Leases, to enter into and upon the Lands, Tenements, and Hereditaments comprised in such Lease, or any Part thereof, and to dig and search for, win, get, and work such Mines, Minerals, and Mineral Produce as aforesaid, and such further Powers and Authorities for the Purposes aforesaid, or conducive to the Attainment of the same, as shall be usual, or reasonably devised and required, according to the Custom of the Country.

ceptions and Reservations of Mines and Minerals.

IV. Provided also, and be it further enacted, That every renewed Lease to be obtained under the Provisions of this Act shall become subject to such Mortgages, Charges, Uses, and Limitations as the previous Lease, by way of Renewal whereof such new Lease shall be granted, would have been subject to if the same had continued to be a subsisting Lease, and such renewed Leases shall or may be granted either to the Person or Persons hereby empowered to make such Surrender or Surrenders as aforesaid, or to some other Person or Persons, and his, her, or their Heirs, to and subject to such Mortgages, Charges, Uses, and Limitations as aforesaid: Provided always, that if the said *Christopher Henry Thomas Hawkins*, his Executors or Administrators, or the said *George Dempster Johnstone* and *Mary Ann* his Wife, or the said *Mary Ann Johnstone*, her Executors or Administrators, shall, under the Powers by this Act conferred upon or vested in him, her, or them, procure any Renewal or Renewals of any of the said now subsisting Leases, or of any Lease or Leases to be hereafter granted by way of Renewal of such subsisting Lease or Leases as aforesaid, and shall thereupon advance and pay any Sum or Sums of Money as a Fine or Fines for such Renewal, or any Costs, Charges, or Expences incurred or occasioned in or about such Renewal or Renewals, he, she, or they so advancing such Sum or Sums of Money, Costs, Charges, or Expences, or his, her, or their Executors or Administrators, shall have a Right in Equity to be reimbursed a Proportion of such Fines, Costs, Charges, and Expences, in like Manner as if such Renewal or Renewals had taken place under the Order or Decree of a Court of Equity, but with such Restrictions as to the Mode of calculating and making such Reimbursements as herein-after expressed (this Act or any thing herein contained to the contrary in anywise notwithstanding): Provided nevertheless, that the Proportion so to be reimbursed as aforesaid shall in every Case of a Renewal by a Tenant for Life have reference to and be calculated upon the Value of the Life or Lives or Term purchased by such Renewal at the Time when the Estate of such Tenant for Life shall expire

Renewed Leases to be subject to the same Charges and Limitations as the previous Leases.

If Fines, &c. paid by Parties accepting Renewals, such Parties to have the same Rights in Equity to be reimbursed a Part of such Fines, &c. as if the Renewal were made under Decree of a Court.

How Proportion to be reimbursed shall be calculated.

expire by Death, and be payable in case of such Expiration by Death only, and in every Case of a Renewal during the Minority of a Tenant in Tail in Possession such Proportion shall have reference to and be calculated upon the Value of the Life or Lives or Term purchased by such Renewal at the Time when such Tenant in Tail in Possession shall die under the Age of Twenty-one Years, and be payable only in the Event of his so dying.

General Saving.

V. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *Christopher Henry Thomas Hawkins* and his Assigns, and his First and other Sons, and the Heirs Male of their Bodies respectively, and also the said *George Dempster Johnstone* and *Mary Ann* his Wife, and her Assigns, and her First and other Sons, and the Heirs Male of their Bodies lawfully issuing, and the right Heirs of the said Sir *Christopher Hawkins* the Testator,) all such Estate, Right, Title, Charge or Charges, Interest, Property, Claim, and Demand whatsoever as they or any of them had, held, or enjoyed before the passing of this Act, or could or might have had, held, or enjoyed if this Act had not been passed.

Act as printed by Queen's Printers to be Evidence.

VI. And be it further enacted, That this Act 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 thereof by all Judges, Justices, and others.

The

The SCHEDULE referred to by the foregoing Act.

PARTICULARS of LEASES and LEASEHOLD ESTATES intended to be affected by this Act.

Dates.	Premises.	Names of Lessor.	Names of Lessee.	Lives.
1807. June 20	The Manors or Lordships of Gargoll otherwise Cargoll aforesaid, with all the Demesne Lands and Woods and Woodlands situate within the said Manor, and the Moor called Higher Penhallow Moor, together with the Soil, Pasturage, and Turbary of that Part of Cargoll Common then uninclosed, and lying on the East Side of the Road from Zelah to Newlyn Church Town, the said several Premises being situate in the several Parishes of Crantock, Newlyn, Saint Allen, and Saint Erme, in the County of Cornwall (saving and excepting as therein mentioned).	John Lord Bishop of Exeter.	Sir Christopher Hawkins:	Clement Carlyon, Mary Quintrell, and Mary Ann Hawkins.
1820. Sept. 22	The said Manors or Lordships of Gargoll otherwise Cargoll, with the Demesne Lands and Woods and Woodlands within the said Manor, and the said Moor called Higher Penhallow Moor, with the Soil, Pasturage, and Turbary of that Part of Cargoll Common then uninclosed, situate on the East Side of the said Road from Zelah to Newlyn Church Town, all situate in the Parishes herein-before mentioned, together with all and singular the Messuages, Houses, Buildings, Lands, Tenements, Mills, Pastures, Mines, Quarries, Feedings, Meadows, Marshes, Woods, Underwoods,	The Honourable and Right Reverend George then Lord Bishop of Exeter.	The said Sir Christopher Hawkins.	The said Mary Ann Hawkins and Elizabeth Retallack and Richard Retallack.

Dates.	Premises.	Names of Lessor.	Names of Lessee.	Lives.
	Coppice Groves, Hedge Groves, Waters, Pools, Fishings, Fowlings, Warrens, Parks, Rents, Services, Courts Leet, Views of Frankpledge, and all that to Courts Leet and Views of Frankpledge doth or may belong, Fines, Forfeitures, Amerciaments, Profits of Courts, Heriots, Reliefs, Waifs, Estrays, Felons Goods, Villains, Wards, Marriages, Escheats, Fairs, Markets, Tolls, and Profits of Fairs and Markets, and all and singular Franchises, Privileges, Liberties, Profits, Commodities, and Hereditaments whatsoever, with the Appurtenances appertaining or belonging to the said Lordships and Manors and Premises thereby demised, or any of them, (excepting and reserving as therein mentioned).			
1805. May 21	All the Houses, Barns, Stables, Buildings, Gardens, Orchards, Tithing Garb, Sheaf Lands, Tenements, Rents, Reversions, Tenths, Tithes, Oblations, Obventions, Emoluments, Pensions, Portions, Royalties, Fairs, Fruits, Issues, Profits, Casualties, Commodities, and Advantages within the Parish of Probus in the County of Cornwall, appertaining or belonging to the Treasurership of the Cathedral Church of Saint Peter in Exeter.	The said John then Lord Bishop of Exeter, and Treasurer of the Cathedral Church of Saint Peter in Exeter.	The said Sir Christopher Hawkins.	Anna Maria Keppel, Frederick Keppel, and John Heywood Hawkins.

R. W. Lumley.

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