



ANNO QUINQUAGESIMO QUARTO

GEORGII III. REGIS.

Cap. 130.

An Act to enable the Right Honourable *George Lord Galthorpe*, and others, to grant Building Leases of Land in the Parish of *Saint Pancras*, in the County of *Middlesex*.
[17th June 1814.]

WHEREAS Sir *Henry Gough Calthorpe*, formerly of *Ampton*, in the County of *Suffolk*, Baronet, deceased, duly made and published his last Will and Testament in Writing, bearing Date on or about the Twenty-ninth Day of *July* One thousand seven hundred and ninety-one, and after thereby confirming the Settlement made on his Marriage with his Wife Dame *Frances Calthorpe*, formerly *Frances Carpenter* Spinster, and all the Uses, Limitations, Trusts, and Agreements thereby limited, appointed and entered into by him, and desiring that his said Wife might have the full Benefit of the Provision thereby intended for her (and which Settlement did not comprise the said Testator's *Middlesex* Estate), the said Testator gave and devised to his said Wife, during her Life, if she should so long continue his Widow, One Annual Sum or Yearly Rent Charge of One thousand two hundred Pounds; to be issuing out of all his Freehold Manors, Messuages, Lands, Tenements, Tithes, Rents, and Hereditaments, in the Counties of *Warwick*, *Worcester*, *Suffolk*, *Norfolk*, *Middlesex*, *Sussex*, *Hampshire*, *Wiltshire*, and in *London*, and out of all other his Freehold Estate whatsoever, except only such Part

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as was comprised in the Settlement made on his Marriage as aforesaid ; which annual Sum or yearly Rent Charge of One thousand two hundred Pounds the said Testator gave to his said Wife, over and above the annual Rent Charge of Eight hundred Pounds limited to her during her Life for her Jointure by the said Settlement made previously to his Marriage ; but in case his said Wife should happen to marry again, then from and after such Second Marriage, the said Testator gave and bequeathed to his said Wife, from the Day of such Second Marriage, during the Remainder of her Life, One annual Sum of Four hundred Pounds, in lieu of the aforesaid annual Sum or yearly Rent Charge of One thousand two hundred Pounds ; and the remaining Yearly Sum of Eight hundred Pounds of the said annual Sum or yearly Rent Charge of One thousand two hundred Pounds the said Testator gave and bequeathed to his Executors therein-after named, their Executors, Administrators and Assigns, from the Time of such Second Marriage of his said Wife till her Death, in Trust to accumulate the same during the Life of his said Wife, and from and after her Decease, in Trust, to pay, transfer or assign all Payments of the said yearly Rent Charge and the Accumulations thereof, unto such of his Children as shall be living at the Time of the Death of his said Wife, except his eldest Son, or the Son who should be his Heir at Law, equally to be divided amongst them in Manner and at the respective Times therein mentioned ; and the said Testator thereby charged the said Two annual Sums of Four hundred Pounds, and Eight hundred Pounds, in case the same should become payable, upon the same Estates, and with the same Powers and Remedies for Recovery thereof respectively as are therein-before made subject to the Payment and given for the Recovery of the said annual Sum or yearly Rent Charge of One thousand two hundred Pounds ; and the said Testator thereby gave and bequeathed to each of his Sons who should be of the Age of Twenty-one Years at the Time of his Death, except his eldest Son, or the Son who should then happen to be his Heir, and to each of his Daughters who should then be of that Age or married, so much lawful Money of Great Britain, as would make up the Portions provided for each of them by his said Marriage Settlement the full Sum of Seven thousand Pounds, to be paid to them respectively within Two Years next after his Death, with Interest for the same after the Rate therein mentioned ; and in case any of his Sons, besides his eldest Son and Heir, should be under the Age of Twenty-one Years at the Time of his Death, or in case any of his Daughters should be then under that Age and unmarried, or in case any Child should be born of his said Wife in due Time after his Death, then the said Testator gave and bequeathed to his said Wife Dame Frances Calthorpe, his Brother John Calthorpe Gough Esquire, Benjamin Keene of Charter Street, Berkeley Square, Esquire, and Randle Ford of Lincoln's Inn, in the County of Middlesex, Esquire, his Executors therein-after named, so much lawful Money of Great Britain as would then make up the Portions provided for such Children by his said Marriage Settlement the like Sum of Seven thousand Pounds a-piece, had they then been of competent Age to receive the same, upon Trust to place the same out at Interest on Government Securities or on Real Estate, and when any of his younger Sons should attain the Age of Twenty-one Years, or any of his Daughters attain that Age or be married, to pay and transfer to him, her, or them, so much of the said Trust Fund as would make up the Portion which he, she, or they should be entitled to under his said Marriage Settlement the clear Sum of Seven thousand Pounds ; and in case

the Money so to be invested should by fall of Stocks or Deficiency of Security, or any other Means, fall short of paying to each of his Daughters and younger Sons arriving at such Age as aforesaid, the full Sum of Seven thousand Pounds, or in case his Personal Estate should not prove sufficient to answer his said several Legacies to all his said Daughters and younger Sons, then the said Testator subjected and charged all his said Real Estates with the Deficiency; and the said Testator thereby declared it to be his Will, that in case any of his younger Sons should die or become his Heir at Law before they should attain the said Age of Twenty-one Years, or if any of his Daughters should die under the said Age, not having been married, the Shares of such Sons so dying or becoming his Heir at Law, and of such Daughters so dying, as well as any Surplus which might remain of the Money by his said Will directed to be invested as aforesaid, should fall into the Residue of his Personal Estate; And as for and concerning all and every his Freehold Manors, Advowsons, Messuages, Lands, Tenements, Tithes, Rents, and Hereditaments, in the said Counties of *Warwick, Worcester, Suffolk, Norfolk, Middlesex, Sussex, Hampshire, Wiltshire*, and in *London*, or in any or either of them, or elsewhere, as well those comprised as those not comprised in the said Settlement made previously to his said Marriage as aforesaid, and as to all other his Freehold and Copyhold Messuages, Lands, Tenements, and Real Estate whatsoever, the said Testator gave and devised the same respectively, and all his Estate and Interest therein, but subject as to the Hereditaments comprised in the said Settlement made previously to his Marriage as aforesaid, to the said yearly Rent Charge of Eight hundred Pounds thereby charged thereon for his said Wife's Jointure, and to the several Sums of Money thereby also charged thereon for the Benefit of his Daughters and younger Sons, and to the several Powers thereby provided for the Recovery of the said Rent Charge, and the raising the said several other Sums of Money charged on the said Premises by the said Settlement, and subject as to all other his Freehold Hereditaments not comprised in his said Settlement, to the said annual Sum of One thousand two hundred Pounds thereinbefore given to his said Wife in Augmentation of her said Jointure during her Widowhood, and afterwards to her and his said Executors during her Life, in the Proportions aforesaid, and to the Powers therein referred to, unto his said Wife and the said *John Calthorpe Gough, Benjamin Keene, and Randle Ford*, and their Heirs, to, for, and upon the several Uses, Trusts, Intents, and Purposes therein-after limited, expressed, declared, and contained of and concerning the same, and hereinafter mentioned; that is to say, to the Use of the said Testator's eldest Son *Charles Gough Calthorpe* and his Assigns during his Life, without Impeachment of Waste; with Remainder to the Use of his said Wife, and the said *John Calthorpe Gough, Benjamin Keene, and Randle Ford*, and their Heirs, during the Life of the said *Charles Gough Calthorpe*, in Trust to preserve the contingent Uses thereafter limited; with Remainder to the Use of the First and every other Son of the Body of his said Son *Charles Gough Calthorpe* lawfully to be begotten, successively in Tail Male; with Remainder to the Use of the said Testator's Second Son *George*, and his Assigns during his Life, without Impeachment of Waste; with Remainder to the Use of the Testator's said Wife, and the said *John Calthorpe Gough, Benjamin Keene, and Randle Ford*, and their Heirs, during the Life of the said Testator's said Son *George*, in Trust to support the contingent Uses therein-after limited; with Remainder to the Use of the First and every other Son

Son of the Body of the said Testator's said Son *George* lawfully to be begotten, successively in Tail Male; with Remainder to the Use of the said Testator's Third Son *Frederick* and his Assigns during his Life, without Impeachment of Waste; with Remainder to the Use of the said Testator's said Wife, and the said *John Calthorpe Gough, Benjamin Keene, and Randle Ford*; and their Heirs, during the Life of his said Son *Frederick*, in Trust to preserve the contingent Uses thereafter limited; with Remainder to the Use of the First and every other Son of the Body of the said Testator's said Son *Frederick*, successively in Tail Male; with Remainder to the Use of the Fourth and every other Son of the Testator's Body lawfully to be begotten, successively in Tail Male; with Remainder to the Use of his said Wife, and the said *John Calthorpe Gough, Benjamin Keene, and Randle Ford*, their Executors, Administrators, and Assigns, during the Term of One thousand Years, without Impeachment of Waste; but nevertheless upon and for the Trusts, Intents, and Purposes therein-after expressed, declared, and contained of and concerning the same; and from and after the Determination of the said Term of One thousand Years, and in the mean Time subject thereto, and to the Trusts thereof, to the Use of the said Testator's Brother *Richard Thomas Gough*, and his Assigns during his Life, without Impeachment of Waste; with Remainder to the Use of the said Testator's said Wife, and the said *John Calthorpe Gough, Benjamin Keene, and Randle Ford*, and their Heirs, during the Life of the said *Richard Thomas Gough*, in Trust to preserve the contingent Uses therein-after limited; with Remainder to the Use of the First and every other Son of the Body of the said *Richard Thomas Gough* lawfully to be begotten, successively in Tail Male; with Remainder to the Use of the said Testator's Brother the said *John Calthorpe Gough* and his Assigns during his Life, without Impeachment of Waste; with Remainder to the Use of the said Testator's said Wife, and the said *Benjamin Keene and Randle Ford* and their Heirs, during the Life of the said *John Calthorpe Gough*, in Trust to preserve the contingent Uses therein-after limited; with Remainder to the Use of the First and every other Son of the Body of the said *John Calthorpe Gough* lawfully to be begotten, successively in Tail Male; with Remainder to the Use of the said Testator's own right Heirs for ever: And the said Testator thereby declared that the said Term of One thousand Years, therein-before limited in Use to his said Wife, and the said *John Calthorpe Gough, Benjamin Keene, and Randle Ford*, was so limited to them in Trust, in case there should be a total Failure of Issue Male of his Body and of the respective Bodies of all his Sons, as well those born as those thereafter to be born, and any Daughter or Daughters of the said Testator should live to attain the Age of Twenty-one Years or be married, by Mortgage, Sale, or other Disposition of all or any Part of the Premises comprised in the said Term of One thousand Years, to levy and raise the Sum of Eight thousand Pounds for each of the said Testator's Daughters who should attain the Age of Twenty-one Years or be married, in Addition to the said Sum of Seven thousand Pounds provided for them, as therein-before is mentioned: And the said Testator also declared it to be his Will that it should be lawful for his said Sons, *Charles, George, and Frederick* respectively, as and when they should have severally attained their Ages of Twenty-one Years, and become entitled in Possession to his said Real Estates under his said Will, and to and for the Guardian or Guardians of any of them, or of any other Son or Sons becoming entitled in Possession while under the Age of Twenty-one Years, during the Minority of such Son or Sons, and also

also for his said Brothers to whom he had given Estates for Life, as they should respectively become entitled to the said Premises in Possession, by any Deed or Deeds or Writing or Writings to be by them respectively duly executed in the Presence of Two or more credible Witnesses, to demise or lease the same Hereditaments and Premises, or any Part thereof, to any Person or Persons, for any Term or Terms of Years not exceeding Twenty-one Years, in Possession and not in Reversion, or by Way of future Interest, reserving on every such Lease, and to be made payable Half-yearly or oftener during the Continuance thereof, and to be incident to the Reversion expectant thereon, the best improved yearly Rent or Rents that could be had for the Premises demised, without taking any Fine, Foregift, or Premium for the granting of any such Lease; and so as every such Lease should contain the usual Covenants and Agreements in Leases on Rack Rent; and in case any Person or Persons should be willing to build upon and improve any Part or Parts of the said Hereditaments and Premises devised by the said Testator (except his Capital Mansion House at *Edgbaston*, and the Outhouses, Buildings, Park, or late Park, Gardens and Appurtenances thereto belonging), then he also empowered his said Sons *Charles*, *George*, and *Frederick*, when and as they should severally attain the Age of Twenty-one Years, and be in the actual Possession of his said Real Estates thereby devised and settled as aforesaid under and by virtue of the Limitations thereof therein-before contained, and also the Guardian or Guardians for the Time being of any of them, or of any other Son or Sons being or becoming so entitled in Possession while under the Age of Twenty-one Years, during the Minority of such Son or Sons, and also his said Brothers respectively as they should respectively become entitled to the said Premises in Possession by any Deed or Deeds, Writing or Writings duly executed as aforesaid, to demise or lease the said Hereditaments and Premises, or any Part or Parts thereof, except as before excepted, to any such Person or Persons so willing to build upon or improve the same, for any Term or Terms of Years not exceeding Ninety-nine Years in Possession and not in Reversion, or by way of future Interest, with Liberty for the Purpose of any such new Building or Improvement, to pull down or remove any of the Buildings standing on the Ground so to be demised; so as in every such Lease to be made as last-mentioned there be reserved and made payable yearly or half-yearly or oftener during the Continuance thereof, and to be incident to the Reversion of the Premises so to be demised expectant thereon, the best or greatest yearly Rent or Rents that could at the Time or Times of granting such last-mentioned Lease or Leases be reasonably had or gotten for the same, without taking any Thing by way of Fine or Foregift; and so as the respective Lessees in such last-mentioned Leases should enter into proper Covenants for building, repairing, and improving the Messuages, Erections, and Buildings then built, or thereby agreed to be built or rebuilt on the Ground and Premises thereby to be demised, and other Covenants and Agreements usual in like Cases: And the said Testator thereby appointed his said Wife and the said *John Calthorpe Gough*, and the Survivor of them, Guardians and Guardian of all his Children living at or born after his Death, until such of them being Sons should attain the Age of Twenty-one Years, and such of them being Daughters should attain that Age, or be married, which should first happen: And whereas the said Testator Sir *Henry Gough Calthorpe* was in the Year One thousand seven hundred and ninety-six created Lord *Calthorpe* Baron *Calthorpe*, of *Calthorpe* in the County of

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Norfolk: And whereas the said *Henry Lord Calthorpe* duly made and published a Codicil to his said Will, which Codicil bears Date the Twenty-second Day of *June* One thousand seven hundred and ninety-seven, reciting that since the Date and Execution of his said Will he had had Three more Sons born, namely, *William Gough Calthorpe*, *John Gough Calthorpe*, and *Arthur Gough Calthorpe*, he the said Testator did thereby revoke, annul, and make void the several Uses and Estates in and by his said Will limited to and to the Use of the Fourth, Fifth, and Sixth Sons of his Body, and the Heirs Male of the Body and Bodies of such Fourth, Fifth, and Sixth Sons respectively issuing, and in lieu thereof did thereby give and devise all and singular the Manors and Hereditaments in his said Will mentioned and specified, from and after the Determination of the several Uses and Estates limited prior to the Uses and Estates by his said Codicil revoked, to the Use of the said Testator's Fourth Son the said *William Gough Calthorpe* and his Assigns during his Life; with Remainder to the Use of his said Wife *Dame Frances Calthorpe*, his Brothers, the said *John Calthorpe Gough*, and the said *Benjamin Keene* and *Randle Ford*, and their Heirs during the Life of his said Son *William Gough Calthorpe*, in Trust to preserve the contingent Uses therein-after limited; with Remainder to the Use of the First and every other Son of the Body of the said Testator's said Son *William Gough Calthorpe* lawfully to be begotten, successively in Tail Male; with Remainder to the Use of the said Testator's Fifth Son the said *John Gough Calthorpe* and his Assigns during his Life; with Remainder to the Use of the said Testator's said Wife and the said *John Calthorpe Gough*, *Benjamin Keene*, and *Randle Ford*, and their Heirs, during the Life of the said *John Gough Calthorpe*, in Trust to preserve the contingent Uses therein-after limited; with Remainder to the Use of the First and every other Son of the said *John Gough Calthorpe* successively in Tail Male; with Remainder to the Use of the said Testator's Sixth Son the said *Arthur Gough Calthorpe* and his Assigns during his Life; with Remainder to the Use of the said Testator's said Wife and the said *John Gough Calthorpe*, *Benjamin Keene*, and *Randle Ford*, and their Heirs, during the Life of the said *Arthur Gough Calthorpe*, in Trust to preserve the contingent Uses therein-after limited; with Remainder to the Use of the First and every other Son of the said *Arthur Gough Calthorpe* lawfully to be begotten, successively in Tail Male; with Remainder to the Use of the Seventh and all and every other the Son and Sons of the said Testator's Body, and such other Person and Persons, for such Estate and Estates, in such Order and Course, Manner and Form, and for such Intents and Purposes, in all Respects whatsoever, as in and by the said Testator's Will are limited, declared, and expressed concerning his aforesaid Manors, Hereditaments, and Premises, immediately following and subsequent to the Use and Estate thereby limited to the said Testator's Sixth Son and the Heirs Male of his Body, and to or for no other Use, Intent, or Purpose whatsoever: And the said Testator, considering the great Fall that had happened in the Price of the Public Stocks or Funds since the Execution of his said herein-before recited Will, thought it expedient to vary or alter the said Augmentations provided by his said Will of the Portions under his said Marriage Settlement for his Children, other than and besides his eldest Son, or the Son who should happen to be his Heir, in Manner following (that is to say), in case the Fund or Government Security called or known by the Name of the Three Pounds *per Centum* Consolidated Bank Annuities, should at the End of Three Calendar Months next after his Decease be

under the then current Market Price of Seventy-five Pounds *per Centum*, then the said Testator did thereby revoke and make void all the Legacies and Provisions made by his said Will for the Augmentation of his said Children's Portions, and did in lieu of the Legacies and Provisions thereby revoked, bequeath to each of his Sons who should be of the Age of Twenty-one Years at the Time of his Death, except his eldest Son, or the Son who should be his Heir, and to each of his Daughters who should then be of that Age or married, their respective Executors and Administrators, so much lawful Money of *Great Britain* as, together with the Portions provided for each of them by the said Marriage Settlement, would purchase the Capital Sum of Ten thousand Pounds Three Pounds *per Centum* Consolidated Bank Annuities, according to the current or Market Price at which such Annuities should happen to be, at the end of Three Calendar Months next after his Decease; at which Time the said Testator declared his Will to be and did thereby direct, that the said Sums of Money thereby given should be paid, or Three Pounds *per Centum* Consolidated Bank Annuities of the Value thereof, transferred to his said Sons and Daughters respectively, or their respective Executors or Administrators; and in case any of his Sons, except his eldest Son, or the Son who should happen to be his Heir, should be under the Age of Twenty-one Years at the Time of his Death, or in case any of his Daughters should be then under that Age and unmarried, or in case any Child or Children should be born of his said Wife in due Time after his Death, then the said Testator bequeathed to his said Wife and the said *John Calthorpe Gough, Benjamin Keene, and Randle Ford*, so much lawful Money of *Great Britain* as, together with the Portions provided for each of them his said last mentioned Children by his said Marriage Settlement, would purchase the like capital Sum of Ten thousand Pounds Three Pounds *per Centum* Consolidated Bank Annuities, for the Benefit of each of them his said last mentioned Children, according to the current Price at which such Annuities should happen to be, at the End of Three Calendar Months next after his Decease; at which Time the said Testator directed his said Trustees to invest the said Sums of Money thereby given to them, in the Purchase of or otherwise to set apart in their Names so much Three Pounds *per Centum* Consolidated Bank Annuities, or other Government Securities of equal Value with the same, as the said Sums of Money thereby given would then suffice to purchase or answer, upon Trust for the Benefit of his last mentioned Sons and Daughters, in equal Shares, in lieu of and to be paid and transferred to them respectively, at such Times and under and subject to such Trusts as the said Testator had in his said Will declared concerning the said Legacies and Provisions thereby given or made for the Augmentation of the Portions of his said last mentioned Sons and Daughters under his said Marriage Settlement: And whereas the said *Henry Lord Calthorpe* intermarried with the said *Frances Carpenter* on or about the First Day of *May* One thousand seven hundred and eighty-three, and departed this Life on the Sixteenth Day of *March* One thousand seven hundred and ninety-eight, without having altered or revoked his said Will, otherwise than by his said Codicil, and without having altered or revoked his said Codicil; leaving Issue by the said *Frances* Lady *Calthorpe* his Widow, the said *Charles Gough Calthorpe* his eldest Son and Heir at Law, and *Frances Elizabeth Gough Calthorpe, George Gough Calthorpe, Frederick Gough Calthorpe, William Other Gough Calthorpe*, in the said Codicil named *William Gough Calthorpe, John Gough Calthorpe, Harriet Gough Calthorpe, and Arthur Gough*

Gough Calthorpe, his only younger Children living at his Decease: And whereas the said *Frances Lady Calthorpe* was on the Eighteenth Day of *March* One thousand seven hundred and ninety-eight, being Two Days after the Death of the said Testator, delivered of a Daughter, and who was afterwards baptized by the Name of *Maria Lucy*, and who died in *January* One thousand seven hundred and ninety-nine: And whereas the said *Charles Lord Calthorpe* attained his Age of Twenty-one Years, and afterwards in the Month of *May* One thousand eight hundred and seven departed this Life intestate, and without Issue, leaving the said *George Gough Calthorpe* his next Brother and Heir at Law; and the said *William Other Gough Calthorpe* departed this Life some Time in the Year One thousand eight hundred and one, without Issue, under the Age of Twenty-one Years; and the said *Harriet Gough Calthorpe* also departed this Life some Time in the Year One thousand eight hundred and thirteen, under the Age of Twenty-one Years and unmarried: And whereas the said *Randle Ford* departed this Life some Time in or about the Year One thousand eight hundred and ten: And whereas the said *George now Lord Calthorpe* attained his Age of Twenty-one Years on the Twenty-first Day of *June* One thousand eight hundred and eight; and the said *Frances Elizabeth Gough Calthorpe* attained her Age of Twenty-one Years on the Twenty-fifth Day of *March* One thousand eight hundred and six; and the said *Frederick Gough Calthorpe* attained his Age of Twenty-one Years on the Fourteenth Day of *June* One thousand eight hundred and eleven; and the said *John Gough Calthorpe* and *Arthur Gough Calthorpe* are respectively under the Age of Twenty-one Years: And whereas the said *George Lord Calthorpe*, *Frederick Gough Calthorpe*, *John Gough Calthorpe*, *Arthur Gough Calthorpe*, *Richard Thomas Gough*, and *John Calthorpe Gough*, are respectively unmarried: And whereas the Piece or Parcel of Land or Ground mentioned in the Schedule hereunto annexed, situate in the Parish of *Saint Pancras* in the County of *Middlesex* (being Part of the devised Real Estates of the said *Henry Lord Calthorpe* deceased) is conveniently situate for building upon; and it would materially tend to the Improvement thereof, if the same were let upon Building Leases; but the Terms and Restrictions of the Power of Leasing reserved by the said recited Will are inconvenient, and in general objectionable to Persons desirous of taking Parts of the said Piece or Parcel of Ground for the Purpose of Building; and it has been found impracticable to act upon the said Power to any material Extent: And whereas it would be of Advantage to all Persons interested in the said Piece or Parcel of Ground, if a Power of contracting for and granting Leases for the Purposes of Building, were vested in the said *George Lord Calthorpe*, and the Person for the Time being entitled to the first Estate of Freehold or Inheritance in Possession of and in the same Piece or Parcel of Ground, under and subject to such Terms and Restrictions as are herein-after mentioned: But on account of the Limitations contained in the said Will and Codicil, the same cannot be effected without the Aid and Authority of Parliament; therefore Your Majesty's most dutiful and loyal Subjects, the said *George Lord Calthorpe*, *Frederick Gough Calthorpe*, *John Gough Calthorpe*, *Richard Thomas Gough*, *John Calthorpe Gough*, *Frances Elizabeth Gough Calthorpe*, and *Frances Lady Calthorpe*, on the Behalf of themselves respectively; and the said *Frances Lady Calthorpe* and *John Calthorpe Gough*, as the Guardians and on the Behalf of the said *Arthur Gough Calthorpe*; and the said *Benjamin Keene*, as Trustee as aforesaid; do most humbly beseech Your Majesty that it may be enacted; and

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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 for the said *George Lord Calthorpe* from Time to Time during his Life, and after his Decease to and for the Person who shall by virtue of or under the said recited Will and Codicil, or either of them, be for the Time being seised of or entitled to the first Estate of Freehold or Inheritance in Possession of and in the Piece or Parcel of Ground mentioned in the Schedule hereunto annexed, containing Eighteen Acres, little more or less, if such Person shall be of the full Age of Twenty-one Years, or if not, then to and for the Guardian or Guardians, either testamentary, or appointed by the High Court of Chancery, of such Person for the Time being, to contract and agree to let unto any Person or Persons willing to take the same for the Purpose of building thereon any House or Houses, or other Building or Buildings, and for making suitable and convenient Yards, Areas, and Gardens, or for making other Conveniences, either for the Purposes of Trade or otherwise, to the same, any Part or Parts of the said Piece or Parcel of Land or Ground described or mentioned in the Schedule hereunto annexed, for any Term or Terms not exceeding Ninety-nine Years from the Date of such Contract or Agreement, to take Effect in Possession and not in Remainder or by way of future Interest, and at and under the best yearly Rent or Rents, to commence and take Effect either from the Date of such Contract or Agreement, or at the end or within the Term of Five Years, to be computed from the Date of such Contract or Agreement, or by progressive Proportions, at any Time or Times within the said Five Years, that can be reasonably had or gotten, at the Time of such Contract or Agreement, for the Land to be therein comprized for the Purpose aforesaid, without taking any Sum of Money or other Thing, by way of Fine, Premium or Foregift, for or in respect of the same; and afterwards from Time to Time, when and as the Land so agreed to be let, or any Part thereof, shall be built upon in the Manner to be stipulated in any such Contract or Agreement, and the Buildings shall be covered in, by One or more Indenture or Indentures to demise and lease the Land so agreed to be let, or such Part or Parts thereof as shall be so built upon, together with the House or Houses and other Buildings thereupon erected and built, unto the Person or Persons contracting to take the same as aforesaid, or unto such other Person or Persons as he or they shall nominate and appoint in that Behalf, for and during the Remainder of the Term to be specified in such Contract or Agreement, and in such Parts and Parcels and under and subject to such Parts and Proportions of the yearly Rent or Rents to be specified in such Contract or Agreement, as shall be thought proper and convenient; but so that the yearly Rent to be reserved upon any such Lease do not exceed One-sixth Part of the clear yearly Rack Rent or Value of the Land and Buildings to be thereby demised, and be not less than Forty Shillings: Provided always, that if the yearly Rent or Rents to be reserved upon the Lease or Leases to be granted of any Part or Parts only of the Land comprized in and agreed to be let by any such Contract or Agreement as aforesaid, shall amount to or make up the full and clear yearly Rent or Sum in such Contract or Agreement stipulated to be paid for the whole of such Land, then and in such Case the Remainder of such Land, or any Part or Parts thereof, shall and may from Time to Time, when and as the same shall be built upon in the

Premises described in Schedule to be let on Building Leases.

Manner aforesaid, be demised and leased, together with the Houses and Buildings thereupon erected, at the yearly Rent of a Pepper-corn only: Provided always, that every such Contract or Agreement as aforesaid shall be in Writing, and that in every such Contract or Agreement there shall be inserted a Clause or Condition of Re-entry into such Part or Parts of the Land therein comprized and agreed to be let as shall not be built upon in the Manner therein stipulated within a reasonable Time to be therein appointed for that Purpose; and that in every Lease to be made in pursuance of this Act, the yearly Rent or Rents to be thereby reserved shall be reserved and made payable during the Continuance thereof, either by Half-yearly or Quarterly Payments, and so as to be incident to and go along with the Reversion immediately expectant on the Determination of such Lease; and that there shall not be reserved or taken any Sum of Money or other Thing, by way of Fine, Premium or Foregift, for or in respect of any such Lease; and that in every such Lease there shall be contained a Condition of Re-entry for Non-payment of the Rent or Rents to be thereby reserved, or any Part thereof, for the Space of Thirty Days or less after the same shall become due, and also for Default of completing and finishing the House or Houses or other Buildings thereby demised, if the same be not completed and finished before the granting of such Lease within a reasonable Time to be specified for that Purpose; and that the Lessee or Lessees to be named in any such Lease be not thereby expressly made punishable for Waste, other than such as must necessarily happen by erecting any Buildings and making such Yards, Gardens, and Conveniences as aforesaid; and that the Lessee or Lessees to be named in every such Lease do seal and deliver a Counterpart thereof, and do thereby enter into proper Covenants for the due Payment of the Rent or Rents, and for the completing and finishing of the House or Houses or other Buildings thereby demised, if not then already completed and finished, within a reasonable Time to be specified for that Purpose, and also for the repairing and keeping in Repair of such House or Houses or other Buildings during the Term to be demised; and that a Memorial of every such Lease, and also of every Contract or Agreement to be made by virtue and in pursuance of this Act as aforesaid, shall within Four Calendar Months after the Day of the Date thereof respectively, be registered at the Public Office, and in the Manner and Form appointed and prescribed by the Act of the Seventh Year of the Reign of Her Majesty Queen *Anne* for the registering of Deeds and Conveyances affecting Lands in the County of *Middlesex*; and that every such Memorial shall contain a full Description of the Lands and Hereditaments comprized in the Lease, Contract, or Agreement therein mentioned or referred to, and shall specify the Term of Years in and by such Lease, Contract, or Agreement demised or agreed to be demised, and the yearly Rent or Rents thereby reserved or agreed to be reserved.

Land and Buildings resumed under a Power of Re-entry, may be demised for the Residue of the original Term.

II. And be it further enacted, That if the said *George Lord Calthorpe*, or any other Person for the Time being entitled to the Reversion immediately expectant upon the Determination of any Lease to be granted by virtue and in pursuance of this Act, shall at any Time hereafter enter upon and resume the Possession of the Land and Buildings comprized in any such Lease, under and by virtue of the Condition of Re-entry therein contained, either for Non-payment of the Rent thereby reserved, or for Default of completing and finishing or repairing the Buildings therein comprized,

comprized, or for any other Cause; then and in every such Case it shall and may be lawful to and for the said *George Lord Calthorpe*, or other the Person or Persons for the Time being hereby authorized to enter into such Contracts or Agreements, or to grant such Leases as aforesaid by Indenture or Indentures to demise and lease the Lands and Buildings whereof the Possession shall be so resumed, unto any Person or Persons who shall be willing to take the same, for any Term not exceeding the Number of Years then to come of the Term demised by the original Lease thereof to be granted in pursuance of this Act, at and under the best yearly Rent that can be then reasonably had or gotten for the same, without taking any Sum of Money or other Thing, by way of Fine, Premium, or Foregift, in respect thereof, upon any Pretence whatsoever; and upon Condition that the Lessee or Lessees do and shall complete and finish the Buildings if unfinished, or put the same into a State of complete Repair if in Want thereof, within a reasonable Time to be appointed for that Purpose: Provided always, that every Lease to be made as last mentioned shall also be under and subject to all such and the same other Conditions and Restrictions as are herein-before specified and prescribed with regard to the original Leases to be granted in pursuance and by virtue of this Act, or such of them as shall be applicable to the Circumstances of the Case.

III. And be it further enacted, That it shall and may be lawful for the said *George Lord Calthorpe*, or other the Person or Persons for the Time being authorized and empowered by this Act to enter into such Contracts or Agreements, or to grant such Leases as aforesaid, from Time to Time, as there shall be Occasion, to allot and set out a competent Part of the said Piece or Parcel of Land or Ground mentioned in the Schedule hereunto annexed, for Roads, Streets, Ways, or Avenues, in such Manner as shall be thought necessary, for the Use and Convenience of the Occupiers of the Houses and other Buildings to be erected on the same Land, or any Part or Parcel thereof as aforesaid.

Respecting
Land neces-
sary for
Streets, &c.

IV. Provided always, and it is hereby further enacted, That this Act shall not, nor shall any Thing herein contained be construed, deemed, or taken to revoke, annul, prejudice, lessen, or affect the Powers of leasing reserved in or created by the said recited Will of the said *Henry Lord Calthorpe*, or any of them.

This Act not
to affect the
Powers of the
Will.

V. And whereas the said *John Gough Calthorpe* lately failed for the *West Indies* in His Majesty's Service, and his Consent to this Act hath not yet been proved; be it therefore enacted, That this Act shall not, nor shall any Thing herein contained, be construed, deemed, or taken to affect, be conclusive upon, or in any Manner to bind the said *John Gough Calthorpe* or his Issue Male, unless and until he the said *John Gough Calthorpe* shall signify his Consent to this Act by Writing under his Hand, and attested by one or more credible Witnesses or Witnessess, which Writing shall be enrolled in the High Court of Chancery within Twelve Calendar Months from the Date thereof, and such Consent may be given in the Form or to the Effect following, that is to say,

*John Gough
Calthorpe*
empowered to
consent after
the passing of
this Act.

I, The Honourable *John Gough Calthorpe*, do hereby consent to an Act
of Parliament made and passed in the Fifty-fourth Year of the Reign
of His most Excellent Majesty King *George the Third*, intituled *An
Act to enable the Right Honourable George Lord Calthorpe and others to*
grant

Oath.

The SCHEDULE to which the foregoing Act refers.

ALL that Piece or Parcel of Ground situate on the East Side of Gray's Inn Lane Road, in the County of Middlesex, partly on Hand, partly in the Occupation of the Widow or Executors of George Dennett, deceased, and partly comprising the very old Messuages, Cottages, Stables, and Buildings herein-after mentioned, with the Gardens and Appurtenances thereto belonging, bounded on the West chiefly by Gray's Inn Lane Road, partly by Saint Andrew's Burial Ground, and Ground belonging to the Welsh Charity School, partly by the Light Horse Stables, and partly by Ground and Buildings in Lease to Thomas Taylor and Richard Taylor; on the East, by the River Fleet; on the North, chiefly by Land now or late belonging to Mr. Swinton, and partly by the said Ground and Buildings in Lease to the said Thomas Taylor and Richard Taylor; and on the South, partly by Ground and Buildings leased to John Wilson, partly by the Boundary Wall of Huntington's Chapel, partly by Ground laid out for a Street intended to be called Gough Street, partly by Buildings in the Occupation of Messrs. Collingridge and Co. and partly by a Slip of Ground lying between the last mentioned Buildings and the River Fleet.

£. s. d.

So much of the said Piece or Parcel of Ground as remains on Hand, produces no Rent or Profit whatever.

So much thereof as is occupied by the Widow or Representatives of George Dennett is to be relinquished at any Period, on receiving Three Months Notice, and is held at the annual Rent of

60 — —

The said Messuages, Cottages, Stables and Buildings, are occupied by the several Persons, and at the yearly Rents following; viz.

The Stables lately occupied by or for the Use of the Light Horse Volunteers, are now held by William Ham, subject to quit after Lady-day 1815, on receiving One Calendar Month's Notice, at the yearly Rent of

100 — —

A Wheelwright's Shop, in the Occupation of Anthony Harvey (who has had Notice to quit at Michaelmas next) at the yearly Rent of

10 — —

A Messuage or Tenement, Buildings and Laystall, in the Occupation of David Anderson, who has had Notice to quit at Michaelmas next, at the yearly Rent of

84 — —

A Public House called the Blue Lion, with the Buildings, Yards and Gardens thereto belonging, are held by the Executors of Richard Alvin, subject to quit at any Quarter-day on receiving Six Months Notice, at the yearly Rent of

84 — —

[Loc. & Per.]

26 U

A Wooden

