



ANNO QUINQUAGESMO PRIMO

GEORGI III. REGIS.

Cap. 209.

An Act for confirming certain Building Leases of Lands in *Newington*, in the County of *Surrey*, granted by the Dean and Chapter of *Canterbury*, jointly with their Lessee *Thomas Brandon* Esquire, not warranted by the Provisions of an Act made in the Fourteenth Year of the Reign of His present Majesty; and for empowering the said Dean and Chapter, and their Lessees for the Time being of their Estates in *Newington*, to grant Building Leases of Parts of the said Premises; and for other the Purposes therein mentioned.

[26th June 1811.]

WHEREAS the Dean and Chapter of the Cathedral and Metropolitan Church of *Christ, Canterbury*, did by Indenture dated the Twenty-fifth Day of *November*, in the Year One thousand seven hundred and seventy-three, grant and demise unto *Thomas Brandon*, deceased, all those their Messuages or Tenements, being formerly called Two Messuages or Tenements, with the Appurtenances, lying and being in the Parish of *Newington*, in the County of *Surrey*, adjoining to the Highway between *Newington* and *Saint George's Fields*;

Recital of Lease Dean and Chapter of *Canterbury* to *Thomas Brandon*, 25th Nov. 1773, for 21 Years.

[Loc. & Per.]

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whereof

whereof One of the said Two Messuages was formerly in the Tenure or Occupation of *Richard Giles*, and the other was called *The Queen's Head*, and was in the Tenure or Occupation of *Robert Hydson*; with all Backsides, Orchards, Gardens, Barns, Stables, Out Houses, or other Buildings, to the said Messuages or Tenements or either of them in anywise belonging or appertaining; and likewise all those Thirty-five Acres, One Day's Work, One Perch and Half a Perch of Land and Meadow, with the Appurtenances, lying and being in the Parish of *Newington* aforesaid, and then late in the Occupation of the said *Richard Giles*, or his Assigns, whereof Ten Acres, One Rood, and Four Day's Work, and One Perch, were late called *Lark's Land*, lying together to the *Butts* of *Newington* aforesaid against the West, and to the Lands of the said Dean and Chapter called *Pightel*, against the East, and to the Lands of the late Abbey of *Bermondsey* called *Millfield*, against the North, and to the Orchard then or then late of *Edmund Middleton*, against the South; and Two Acres, and Two Days Work and Half a Day's Work called *Little Pightel*, and lay between the said Lands called *Lark Lands*, and the Lands of the said Dean and Chapter called *Stewfen*, and Nine Acres, One Rood, and Five Days Work, were called *Stewfen*, lying to the Garden called *Bell Garden*, against the North, and to a Meadow called *Marlet's Meadow*, against the South, and to the Lands called *Little Pightel*, against the West, and to the Lands of the late Prior and Convent of *Saint Mary Overy's*, against the East; and Seven Acres and One Rood thereof were called the *Flax Crofts*, lying to the Common Sewer against the North, and to the Lands formerly of Sir *Henry Wyatt* Knight, called *Bramble Shot*, against the South, and to the Lands then or then late of *Stephen Middleton*, called *Barn Yard*; and to the said Meadow called *Marlet's Meadow*, against the East, and Seven Acres Residue, of the said Lands, severally lying in a Close called *Horsemonger Land*, of which said Seven Acres, Five lay together to the Lands then or then late of the said *Edmund Middleton* towards the East and South, and to the Lands of the late Prior and Convent of *Saint Mary Overy's* called *Wisen*, towards the West, and to the Lands of the late Master of *Saint Thomas's Hospital*, in *Southwark*, and to the Cartway leading from and out of the said Close called *Horsemonger Land* into the *King's Street*, towards the North; and Two Acres, Residue of the said Seven Acres, lay together to Three Acres of Land late *Walter Kellet's* before *Robert Gainforth's* to the East, and to Three Acres of Land, then or then late of the said *Edmund Middleton*, towards the West, and to the Lands then or then late of *Richard Baker*, and sometime *Robert Points*, towards the South, and to the Lands of the said Hospital, towards the North; all which said recited Messuages, Lands, and Appurtenances, thereby demised, were or then late were in the several Occupations of *Joseph Ward*, *Edward Hitchcock*, *Lemuel Lidiard*, *Puryour*, *John Pennyall*, *Caleb Jackson*, and *Robert Whiting*, or their Assigns, then late Under-tenants to *John Philpot* deceased, (except and always reserved to the said Dean and Chapter and their Successors one Messuage or Tenement theretofore erected by *Richard Hicks* deceased, and built upon Parcel of the said Land then or then late called *The Play House*, with all Houses, Orchards, and Gardens, thereunto adjoining, as they then were or then lately were enclosed, and then late in the Occupation of *Peter Hanybourne*, or his Assigns, and since demised by the Name of *Thirteen Tenements*, to *James Price*, and after demised to *Samuel Woodham* Esquire,

Esquire, deceased), to hold the same (except as before is excepted) unto the said *Thomas Brandon*, his Executors and Assigns, from the Feast of *Saint Michael the Archangel* then last, unto the full End and Term of Twenty-one Years, at and under the yearly Rent and subject to the several Conditions and Agreements therein contained: And whereas, by an Act of Parliament made in the Fourteenth Year of the Reign of His present Majesty, intituled, *An Act for enabling the Dean and Chapter of Canterbury, Henry Penton Esquire, and Thomas Brandon, to grant Building Leases pursuant to Two several Agreements entered into for that Purpose*, the said Dean and Chapter, and their Successors, and the said *Thomas Brandon*, his Executors, Administrators, and Assigns, were empowered to demise the said Premises so as aforesaid leased to the said *Thomas Brandon* for any Term not exceeding Ninety-nine Years in Possession and not in Reversion, for the Purpose of making any new Buildings, Erections, or Improvements on the same, under the Rents and subject to the Restrictions therein mentioned: And whereas by Indenture of Lease, dated the Twenty-fifth Day of *June* One thousand seven hundred and eighty-one, the said Dean and Chapter, as well in Consideration of the Surrender of the said before recited Indenture of Lease of the Twenty-fifth Day of *November* One thousand seven hundred and seventy-three, as for divers other good Causes and Considerations, demised unto the said *Thomas Brandon*, his Executors, Administrators, and Assigns, the Premises in the said first Indenture of Lease of the Twenty-fifth Day of *November* One thousand seven hundred and seventy-three, comprised from the Feast Day of *Saint Michael the Archangel* then last, under the Rent and subject to the Covenants therein contained: And whereas the said Dean and Chapter and *Thomas Brandon* did on the Twenty-fifth Day of *November* One thousand seven hundred and eighty-four, make and execute to *Joseph Sibley* a Lease of that Date, described as No. 1, in the Schedule hereunto annexed; and the said Dean and Chapter and *Thomas Brandon* did, on the Twenty-sixth Day of *June* One thousand seven hundred and eighty-seven, make and execute to *Henry Sams Dunkin* a Lease of that Date, described as No. 2, in the said Schedule; and the said Dean and Chapter and *Thomas Brandon* did, on the Twenty-eighth Day of *November* One thousand seven hundred and eighty-seven, make and execute to the said *Henry Sams Dunkin* a Lease of that Date described as No. 3, in the said Schedule; and the said Dean and Chapter, and *Thomas Brandon* deceased, did, on the Ninth Day of *December* One thousand seven hundred and eighty-nine, make and execute to *John Carter* a Lease of that Date described as No. 4, in the said Schedule, which said several Leases so described, as No. 1, 2, 3, and 4, are of different Parts of the Premises, comprised in the before recited Lease of the Twenty-fifth Day of *November* One thousand seven hundred and seventy-three: And whereas the several Leases described in the said Schedule hereunto annexed, were so granted to the said *Joseph Sibley*, *Henry Sams Dunkin*, and *John Carter* respectively, in Trust and for the Benefit of, and afterwards accordingly assigned unto the said *Thomas Brandon*, his Executors, Administrators, and Assigns: And whereas the said *Thomas Brandon*, by his Will, duly executed and dated the Thirtieth Day of *August* One thousand seven hundred and ninety-six, after giving and bequeathing certain Leasehold Premises, at *Woodford Bridge, Essex*, in *Poplar Row, Newington*, and in the *Kent Road*, in the Manner therein declared and expressed, gave and bequeathed all and every

Act of Parliament 14 G. 3.

Lease of Dean and Chapter to Thomas Brandon, 25th June 1781.

Four Building Leases specified in the Schedule to this Act.

every his Leasehold Messuages, Farms, Lands, and Tenements, whatsoever and wheresoever, not therein-before disposed of, with their and every of their Appurtenances, unto his Brothers, *Richard Brandon* of the Parish of *Saint Mary Rotherhithe*, in the County of *Surrey*, Gardener, and *William Brandon*, of the Parish of *Saint George the Martyr*, in the said County of *Surrey*, Broom-maker, since deceased; and the said *John Carter* and *John Hopkins*, of the Parish of *Saint Mary, Newington*, in the said County of *Surrey*, Gentlemen, their Executors, Administrators, and Assigns, upon Trust for the Benefit of his Three Daughters, *Mary Ann Brandon*, *Elizabeth Brandon*, and *Harriet Brandon*, their Executors, Administrators, and Assigns, in equal Shares, as Tenants in common; and the said Testator did thereby declare his Will to be, that, previous to the Marriage of any of his said Daughters, *Mary Ann Brandon*, *Elizabeth Brandon*, and *Harriet Brandon*, the Trustees for the Time being under his Will, should in such Manner as Counsel should advise, well and sufficiently settle and secure to each of his said Three Daughters respectively so marrying, not only One Half of her Fortune which she should be then entitled to in Possession under his Will, but also One Half Part of such Fortune as she would in future be entitled to, under his said Will, for her sole and separate Use during her Life, and after her Decease, for her Children, in equal Shares (if more than one), and if but one, for such only one with Benefit of Survivorship, in the Event of any dying under the Age of Twenty-one Years, with proper Clauses for Maintenance and Advancement, and other Powers usually inserted in such Settlements, and in the Event of her having no Child who should attain the Age of Twenty-one Years, to be at her absolute Disposal, notwithstanding her Coverture: And the said Testator declared, that if the said *Richard Brandon*, *William Brandon*, *John Carter*, and *John Hopkins*, or any of them, or any future Trustee or Trustees to be appointed as therein-after mentioned, should happen to die, or be desirous of being discharged of and from, or refuse or decline to act in the Trusts of his Will before the Trusts should be fully performed or discharged, then and in such Case and when and as often as the same should happen, it should and might be lawful to and for the Trustees or Trustee so declining to act, or the Executors or Administrators of such of them so dying, by any Writing or Writings under his or their Hand and Seal or Hands and Seals, to be attested by Two or more credible Witnesses from Time to Time, to nominate, substitute, or appoint, any other Person or Persons to be a Trustee or Trustees, in the Stead or Place of the Trustee or Trustees so dying or desiring to be discharged, or declining to act as aforesaid: And the said Testator appointed the said *Richard Brandon*, *William Brandon*, now deceased, *John Carter*, and *John Hopkins*, Executors of his said Will, and afterwards died on or about the Seventh Day of *November* One thousand seven hundred and ninety-six, without revoking or altering the same, and upon his Decease the said *Richard Brandon*, *William Brandon*, *John Carter*, and *John Hopkins*, duly proved the same in the Prerogative Court of the Archbishop of *Canterbury*: And whereas by Articles of Agreement made on or about the Twenty-sixth Day of *July* One thousand seven hundred and ninety-seven, previous to and in Consideration of a Marriage then intended, and since solemnized between *Stephen Hall* and *Elizabeth* his late Wife, then *Elizabeth Brandon* Spinster, one of the Daughters of the said Testator, the Part or Share of her the said *Elizabeth Brandon*, of and in the Leasehold Estates devised by the Will of the said Testator *Thomas Brandon*

Articles on
the Marriage
of *Stephen
Hall* and *Elizabeth
Brandon*, 26th
July 1797.

Brandon deceased, was covenanted and agreed to be limited and settled as to one Moiety of the said Leasehold Estates, for the sole and separate Use and Benefit of the said *Elizabeth Hall* and her Children, pursuant to the Directions contained in the Will of the said Testator; and as to the other Moiety thereof for the Use and Benefit of the said *Stephen Hall* and *Elizabeth* his Wife, and their Children, in Manner therein mentioned: And whereas by Articles of Agreement made on the Thirtieth Day of *May* One thousand seven hundred and ninety-nine, previous to and in Consideration of a Marriage then intended, and since solemnized between *William Smith* and *Mary Ann* his Wife, then *Mary Ann Brandon* Spinster, another of the Daughters of the said Testator, the Part or Share of her the said *Mary Ann Brandon*, of and in the Leasehold Estates devised by the Will of the said Testator *Thomas Brandon* deceased, was covenanted and agreed to be limited and settled as to One Moiety of the said Leasehold Estates, for the sole and separate Use and Benefit of the said *Mary Ann Smith* and her Children, pursuant to the Directions contained in the Will of the said Testator; and as to the other Moiety thereof, for the Use and Benefit of the said *William Smith* and *Mary Ann* his Wife, and their Children, in Manner therein mentioned: And whereas by other Articles of Agreement made on the Eighteenth Day of *August* One thousand eight hundred, previous to and in Consideration of a Marriage then intended, and since solemnized between *Thomas Fleming* and *Harriet* his Wife, then *Harriet Brandon* Spinster, the other of the said Three Daughters of the said Testator, all that the Part or Share of her the said *Harriet Brandon*, of and in the Leasehold Estates devised by the Will of the said Testator *Thomas Brandon* deceased, was covenanted and agreed to be limited and settled as to One Moiety of the said Leasehold Estates, for the sole and separate Use and Benefit of the said *Harriet Fleming* and her Children, pursuant to the Directions contained in the Will of the said Testator; and as to the other Moiety thereof for the Use and Benefit of the said *Thomas Fleming* and *Harriet* his Wife, and their Children, in Manner therein mentioned: And whereas the said *John Hopkins* did by Indenture, bearing Date on or about the Twenty-eighth Day of *January* One thousand eight hundred and one, in pursuance of a Power to him for that Purpose given in and by the said Will of the said *Thomas Brandon* deceased, nominate, choose and appoint *Samuel Brandon* of *Park Place, Walworth*, to be a Trustee, in the Room of him the said *John Hopkins*; to act in the Trusts of the said Will, in Conjunction with the said *Richard Brandon* and *John Carter*: And whereas on or about the Twenty-fifth Day of *June* One thousand eight hundred and one, the said *Richard Brandon*, *William Brandon* deceased, *John Carter*, and *Samuel Brandon*, accepted a fresh Lease from the said Dean and Chapter of the said Lands comprised in the said Three several herein-before recited or mentioned Leases thereof; and on the Thirtieth Day of *June* One thousand eight hundred and eight, the said *Richard Brandon*, *John Carter*, and *Samuel Brandon*, who had survived the said *William Brandon*, accepted a like Lease from the said Dean and Chapter as last mentioned: And whereas the said *Elizabeth Hall* departed this Life, and was buried on or about the Twelfth Day of *February* One thousand eight hundred and eleven, leaving Issue by the said *Stephen Hall* Seven Children, namely, *Elizabeth Hall*, *Sarah Hall*, *Mary Ann Hall*, *Jane Hall*, *Stephen Hall*, *Matilda Hall*, and *Caroline Hall*, who are all now living and Infants under the Age of Twenty-one Years; and the said *William Smith* and *Mary Ann* his Wife, have no Issue; and the said

[Loc. & Per.]

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Articles on
the Marriage
of William
Smith and
Mary Ann
Brandon,
30th May
1799.Articles on
the Marriage
of Thomas
Fleming and
Harriet Bran-
don, 18th
August 1800.

Thomas Fleming and *Harriet* his Wife, now have Issue Eight Children, namely; *Thomas Brandon Fleming*, *Harriet Fleming*, *George Fleming*, *Mary Ann Fleming*, *Charlotte Fleming*, *Elizabeth Fleming*, *Edward Fleming*, and *Louisa Fleming*, who are all Infants under the Age of Twenty-one Years, and which said *Louisa Fleming* was born on the Twenty-third Day of *April* One thousand eight hundred and eleven: And whereas the said Indenture of Lease, marked No. 1, in the said Schedule, is void, by reason that the same was granted after the Surrender of the said Indenture of Lease of the Twenty-fifth Day of *November* One thousand seven hundred and seventy-three, upon which Surrender the Powers and Authorities vested in the said Dean and Chapter and the said *Thomas Brandon* jointly by the said Act, to grant the said Leases as aforesaid determined; and the said Indentures of Lease marked 2, 3, and 4, in the said Schedule, are void for the same Reason, and also by reason they were respectively granted to take Effect in Reversion: And whereas several large and valuable Messuages or Dwelling Houses and other Buildings have been from Time to Time erected and built upon the several Lands and Hereditaments so as aforesaid mentioned, and comprised in the said Indentures of Lease in the said Schedule mentioned, by the respective Lessees thereof, their Under-tenants or Assigns, in Confidence that such Leases were valid and effectual in Law: And whereas in order to remedy the several Errors and Inconveniences above mentioned, and to prevent any Suits at Law or in Equity, or other Disputes or Quarrels, which might thereafter arise and happen in consequence thereof between the several Parties interested therein, it has, by Articles of Agreement in Writing, dated the Twenty-first Day of *February* One thousand eight hundred and eleven, under the Seal of the said Dean and Chapter, and under the Hands and Seals of the said *Richard Brandon*, *John Carter*, *Samuel Brandon*, *Stephen Hall*, *William Smith* and *Mary Ann* his Wife, *Thomas Fleming* and *Harriet* his Wife, respectively been agreed that the said several herein-before recited Indentures of Lease in the said Schedule mentioned, and so apprehended to be void as aforesaid, which are set forth in such Schedule, shall be established and confirmed by Authority of Parliament, in case an Act can be obtained for that Purpose: And whereas the several other Lands, Tenements and Hereditaments, belonging to the said Dean and Chapter in *Newington* aforesaid, and comprised in the said first recited Indenture of Lease of the Twenty-fifth Day of *November* One thousand seven hundred and seventy-three, and in the present subsisting Lease for Twenty-one Years, dated the Thirtieth Day of *June* One thousand eight hundred and eight, and which have not yet been granted on Building Leases, and specified in the Second Schedule hereunto annexed, would be capable of great Improvement, if the said Dean and Chapter, jointly with the respective Lessees and Tenants for the Time being, of the said Estates respectively, were enabled to grant Building Leases thereof for Ninety-nine Years, under and subject to such Terms, Conditions, Declarations, and Agreements, as are herein-after mentioned and contained: And whereas in case the Parties to the said Agreement should not be enabled to carry the same into Execution, and the said Dean and Chapter should, by reason of the Defects in the said Building Leases herein-before recited, avoid the same, and evict the Persons holding and deriving Title to the Premises thereby demised under the same Leases, it would be attended not only with the Loss to the said *William Smith* and *Mary Ann* his Wife, and to the said *Stephen Hall*, and *Thomas Fleming* and *Harriet* his Wife, and their respective Infant Children,

Children, of the Rents, Issues, and Profits arising annually to them from those Premises, but might also occasion the entire Ruin of the said *William Smith* and *Mary Ann* his Wife, *Stephen Hall*, and *Thomas Fleming* and *Harriet* his Wife, and their said Children, by subjecting them to the Consequences of Actions which might be brought by such Persons so evicted upon the Covenants in their respective Leases, to recover the Damages arising to them respectively, by Reason of such Evictions, which Losses and ruinous Consequences would be avoided, by establishing and carrying the said Agreement into Execution; but inasmuch as neither the before-recited Contract or Agreement between the said Dean and Chapter and the said Trustees under the Will of the said *Thomas Brandon* deceased, nor any of the several Matters and Things therein-before agreed to be done, can be specifically performed and carried into Execution, nor can any Building Leases be granted of any Part of the same Estates without the Aid and Authority of Parliament; therefore, Your Majesty's most dutiful and loyal Subjects the said Dean and Chapter of the Cathedral and Metropolitan Church of *Christ, Canterbury*, for and on Behalf of themselves and their Successors, and also the said *Richard Brandon*, *John Carter*, and *Samuel Brandon*, as such Trustees under the Will of the said *Thomas Brandon* deceased, for and on Behalf of the several Persons beneficially interested in and claiming under the said Will; and also for and on Behalf of the several Persons beneficially interested in and claiming under the said herein-before recited Marriage Articles, and also the said *Stephen Hall*, for and on Behalf of himself and his said Infant Children *Elizabeth Hall*, *Sarah Hall*, *Mary Ann Hall*, *Jane Hall*, *Stephen Hall*, *Matilda Hall*, and *Caroline Hall*; and also the said *William Smith* and *Mary Ann* his Wife; and also the said *Thomas Fleming* and *Harriet* his Wife, for and on Behalf of themselves and their said Infant Children *Thomas Brandon Fleming*, *Harriet Fleming*, *George Fleming*, *Mary Ann Fleming*, *Charlotte Fleming*, *Elizabeth Fleming*, *Edward Fleming*, and *Louisa Fleming*; 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 the said several Indentures of Lease of the Twenty-fifth Day of *November* One thousand seven hundred and eighty-four, and numbered 1, in the First Schedule hereunto annexed, and granted to the said *Joseph Sibley* as aforesaid, and the said Two Indentures of Lease of the Twenty-sixth Day of *June* One thousand seven hundred and eighty-seven, and the Twenty-eighth Day of *November* One thousand seven hundred and eighty-seven, and numbered 2 and 3, in the said First Schedule hereunto annexed, and respectively granted to the said *Henry Sams Dunkin* as aforesaid; and the said Indenture of Lease of the Ninth Day of *December* One thousand seven hundred and eighty nine, and numbered 4, in the said First Schedule, and granted to the said *John Carter* as aforesaid, and each and every of the said Leases respectively, and every Clause, Matter and Thing therein contained shall be and stand from henceforth absolutely established and confirmed for and during the Term of Ninety-nine Years, from the Day of the Feast of *Saint Michael the Archangel*, immediately preceding the Execution of such Leases respectively; and such Leases respectively are hereby declared to be binding, valid and effectual both at Law and in Equity, to all Intents and Purposes whatsoever, for and during the said Term of Ninety-nine Years from such Feast Day of *Saint Michael the Archangel* as aforesaid; any Law or Statute to the contrary thereof in anywise notwithstanding:

Enactment that the void Leases mentioned in the Schedule shall be absolutely established and confirmed.

Further recital of said Articles of Agreement of 21st Feb. 1811, respecting Payment of Fines on Renewals, and for securing same.

And Agreement to grant new Leases for 21 Years on the same

II. And whereas by the said Articles of Agreement dated the Twenty-first Day of *February* One thousand eight hundred and eleven, and made between the said Dean and Chapter, of the First Part; the said *Richard Brandon*, *John Carter*, and *Samuel Brandon*, of the Second Part; and the said *Stephen Hall*, *William Smith*, and *Mary Ann* his Wife, and *Thomas Fleming* and *Harriet* his Wife, of the Third Part; it was agreed, that they the said Trustees, under the Will of the said *Thomas Brandon* deceased, their Heirs, Executors, Administrators, and Assigns, should and would from Time to Time, and at all Times thereafter, whenever the subsisting Lease for Twenty-one Years, or for any less Term of the said Messuages, or Tenements, Lands, and Hereditaments, in *Newington* aforesaid, should be within Fourteen Years of expiring, well and truly pay unto the said Dean and Chapter and their Successors, by way of Fine for the Renewals of the Leases of the said several Hereditaments in *Newington* aforesaid, such Sum and Sums of Money as therein after mentioned; (that is to say,) for such Parts of the said Premises as already had been or should be comprised in any Building Leases for long Terms then granted, or which might thereafter be granted, thereof during the Continuance of such Leases respectively, such Sum and Sums of Money as should be equal to One full Year and One Half of another Year's Ground Rent, which had been or should be reserved and made payable in such Leases to the said *Thomas Brandon*, deceased, or them the said Trustees under the Will of the said *Thomas Brandon*, deceased, their Executors, Administrators, and Assigns, and for the Renewals to be granted as aforesaid of the Residue of the said Premises; such Sum of Money as should be equal to One Year and One Half of another Year's annual Value of the same, considered either as Land or Buildings, as the Case might be; and it was in and by the said Articles of Agreement now in recital, provided and agreed, that in case the said Trustees, under the Will of the said *Thomas Brandon*, deceased, their Executors, Administrators, and Assigns, should not pay (being first lawfully demanded) the Fine or Fines for Renewals at the Audit of the said Dean and Chapter, which should be then next holden, whenever such then subsisting Lease should be within Fourteen Years of expiring as aforesaid, then and in such Case the Ground Rents reserved and made payable to the said *Thomas Brandon*, deceased, or his Trustees, their Executors, Administrators, and Assigns, should cease to be payable to them; and should become payable to the said Dean and Chapter, and their Successors, from the Time of such Neglect or Refusal as aforesaid, until such Fine or Fines for Renewal or Renewals should be duly paid, and Interest for the same at the Rate of Five Pounds *per Centum per Annum*, from the Day or Days when such Fine or Fines ought to have been paid to the Day or Days of Payment thereof, and the said Dean and Chapter, and their Successors, should from the Time of such Neglect or Refusal as aforesaid, until such Fine or Fines for Renewal or Renewals as last mentioned, and Interest should be received by them, use and exercise all such legal and equitable Ways and Means, either by Distress or otherwise to compel the Payment to them of such last-mentioned Ground Rents as they the said Trustees under the Will of the said *Thomas Brandon*, deceased, their Executors, Administrators, or Assigns, might or could have done in case the said Fine of Renewal had been duly paid; and the said Dean and Chapter for themselves and their Successors did on their Parts further agree, that they the said Dean and Chapter and their Successors should and would, from Time to Time, and at all Times thereafter, whenever any then subsisting Lease

Lease of the said Messuages or Tenements, Lands and Hereditaments, in *Newington* aforesaid, should be within Fourteen Years of expiring as aforesaid, on Payment to them the said Dean and Chapter and their Successors, or their Chief Steward or Auditor for the Time being, of the said Fines for Renewal, according to the Proportions therein before agreed upon; and on the Delivery to them of any such then subsisting Lease to be cancelled, make and execute a fresh Lease for Twenty-one Years, to commence in Possession and not in Reversion, of the Lands and Premises in such then subsisting Lease, comprized to the said Trustees, under the Will of the said *Thomas Brandon* deceased, their Executors, Administrators, and Assigns, and should and would reserve such Rents thereon and grant the same, under and subject to such Covenants, Conditions, and Agreements, as by and in such subsisting Lease should be reserved and contained; but so that any renewed Lease for Twenty-one Years, or any less Term of any Part of the Premises which should be comprized in any Building Lease or Building Leases, should expire with the Term or respective Terms, which should have been granted by any such Building Lease or Building Leases, and that from and after the End, Expiration, or other sooner Determination of the Term or Terms, granted by such Building Lease or Building Leases, the Covenant or Agreement for Renewal therein before contained should, as to the Estate or Estates demised by such Building Lease or Building Leases, cease, end, and determine; and all future Renewals thereof should stand and be upon the same Footing of Renewal in every respect as other Leases of the said Dean and Chapter: Be it therefore enacted, That the said Articles of Agreement of the said Twenty-first Day of *February* One thousand eight hundred and eleven, so far as the same are lastly herein-before recited, shall from and after the passing of this Act be, and the same are and is hereby absolutely ratified, confirmed, and established.

Terms as the
subsisting
Lease.

Enactment
that the said
Articles shall
be confirmed
as far as re-
spects Fines,
&c.

III. And be it further enacted; That it shall and may be lawful to and for the said Dean and Chapter, and their Successors, jointly with their respective Lessees and Tenants for the Time being of the said several Messuages, Tenements, Lands, and Hereditaments, situate within the Parish of *Newington* aforesaid, under the said Indenture of Lease of the said Thirtieth Day of *June* One thousand eight hundred and eight, or the Leases from Time to Time, in and by the said recited Articles of Agreement of the said Twenty-first Day of *February* One thousand eight hundred and eleven, agreed to be granted jointly at any Time or Times hereafter; and they are hereby fully empowered and authorized, notwithstanding any Statute or Statutes, or Act or Acts of Parliament heretofore made, and now in force by Indenture or Indentures, duly executed under the Common Seal of the said Dean and Chapter, and also under the Hands and Seals of such Lessees and Tenants of the said Land for the Time being, under the said Indenture of Lease of the said Thirtieth Day of *June* One thousand eight hundred and eight, or the said Leases in and by the said recited Articles of Agreement of the said Twenty-first Day of *February* One thousand eight hundred and eleven, agreed to be granted as aforesaid, to make any Demise or Lease, Demises or Leases, of all or any Part or Parts of the said several Messuages or Tenements, Lands and Premises, in the said Indenture of Lease of the said Thirtieth Day of *June* One thousand eight hundred and eight; and the Leases agreed to be granted as last aforesaid comprized, and to be comprized and not already granted on any Build-

Power
for the Dean
and Chapter
and their Les-
sees for the
Time being,
jointly to
grant Build-
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Premises not
already
granted on
Building
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Also of all Ways, &c. for 99 Years, in Possession and not in Reversion, with Liberty for the Lessees to lay out any Part of the Premises for Ways and Passages, at the best Yearly Rents, &c.

ing Lease or Building Leases, and which are set forth in the said Second Schedule hereunto annexed; and also of all Ways, Waters, Watercourses, Lights, Easements, Liberties, Privileges, Profits, Commodities, Advantages, and Appurtenances, whatsoever thereto belonging, or in anywise appertaining, to any Person or Persons for any Term or Number of Years, not exceeding Ninety-nine Years, to take Effect in Possession and not in Reversion or Remainder or by Way of future Interest, for the Purpose of making any new Buildings, Erections, or Improvements, on the same or any Part or Parts thereof respectively, and for Yards or Gardens to such new Buildings, Erections, or Improvements, with Liberty for the Lessee or Lessees in such last-mentioned Leases to lay out and appropriate any Part of the Premises to be comprized in any such Lease or Leases, as and for a Way or Ways, Passage or Passages, for the Use and Convenience of such last-mentioned Lessee or Lessees, and other the Tenants of the said Premises, comprized in the said Indenture of Lease of the Thirtieth Day of *June* One thousand eight hundred and eight, or the Leases by the said recited Articles of the said Twenty-first Day of *February* One thousand eight hundred and eleven, agreed to be granted as aforesaid, so as there be reserved by every such Lease or Demise the best and most improved yearly Rent or Rents that can be reasonably gotten or obtained for the same Premises, or such Part or Parts thereof as shall be so demised, without taking any Fine, Premium, or Foregift, or any Sum or Sums of Money, or other Thing in the Nature of a Fine, Premium, or Foregift, for the making of any such Lease or Leases, and so as the Rents or Rent be reserved and made payable quarterly during every Year of the Term or Terms so to be demised as aforesaid; and that One Moiety, or Half Part of the Rent or Rents so to be reserved on such Building Leases, in respect of the Premises thereby demised, be made payable to the said Dean and Chapter and their Successors; and that the other Moiety of the Rent or Rents to be reserved on such Building Leases in respect of the Premises thereby demised, be reserved and made payable to the said Trustees under the Will of the said *Thomas Brandon* deceased, or other the said Lessees or Tenants of the said Dean and Chapter for the Time being of the said Lands and Premises, under the said Indenture of Lease of the said Thirtieth Day of *June* One thousand eight hundred and eight, or the Leases by the said recited Articles of Agreement of the said Twenty-first Day of *February* One thousand eight hundred and eleven, agreed to be granted as aforesaid, except with respect to the First Two Years of such Term or Terms so to be granted by the said Dean and Chapter, or their Successors, and the same Lessees or Tenants for the Time being, for which respective First Two Years only One Pepper Corn shall be yearly reserved; and so as all such Lease and Leases so to be respectively granted by the said Dean and Chapter or their Successors jointly with their said Lessees or Tenants for the Time being, under the said Indenture of Lease of the said Thirtieth Day of *June* One thousand eight hundred and eight, or the Leases in and by the said recited Articles of Agreement of the said Twenty-first Day of *February* One thousand eight hundred and eleven, agreed to be granted as aforesaid, be under the following Restrictions; (that is to say,) that no such Demise or Lease shall be valid in the Law, unless there shall be therein contained a Condition of Re-entry on Non-payment of the Rent or Rents thereby to be respectively reserved, such Re-entry to be made on the Entirety by the said Dean and Chapter, or their Successors; and that from and after such Re-entry shall be so made, the said Dean and Chapter shall hold the Estate or Estates demised by such

Building Lease or Building Leases, for and during the Term or Terms respectively granted by such Building Lease or Building Leases in Trust as to one Moiety or Half Part thereof for the Use and Benefit of them the said Dean and Chapter, and their Successors; and as to the other Moiety or Half Part, for the Use and Benefit of the Tenants or Lessees for the Time being, who joined the said Dean and Chapter in granting such Lease or Leases respectively, their Executors, Administrators, and Assigns; and unless the respective Lessee or Lessees to whom such Lease or Leases shall be respectively made do execute a Counterpart or Counterparts of his, her, or their respective Lease or Leases, and do thereby covenant for the Payment of the Rent or Rents to be thereby respectively reserved, and to build and to keep in Repair the Messuages and Buildings intended and agreed to be built by such Leases respectively, and so as there be contained in such Leases respectively all such Conditions, Covenants, Articles, and Agreements, on the Part of the Lessee or respective Lessees and their respective Executors, Administrators, and Assigns, to be kept, done, and performed, as are or shall be usual or proper in such Cases.

IV. Provided always, and be it further enacted, That any Renewal of the said Indenture of Lease of the said Thirtieth Day of *June* One thousand eight hundred and eight, or of the Leases which shall be from Time to Time granted in lieu thereof, shall not be construed to be a Surrender by Operation of Law of the then existing Terms of Ninety-nine Years, or in any Respect whatsoever affect the Validity of such existing Terms of Ninety-nine Years, any Law or Statute to the contrary notwithstanding.

Provido that Renewals of 21 Years Lease shall not be construed to be a Surrender of the Building Lease Terms.

V. 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 and their Heirs, Successors, Executors and Administrators, (other than the said Dean and Chapter of the said Cathedral and Metropolitan Church of *Christ, Canterbury*, and their Successors, and the said *Richard Brandon, John Carter, and Samuel Brandon*, as such Trustees under the said Will of the said *Thomas Brandon* deceased, and also all other Person and Persons beneficially interested in and claiming under the said Will of the said *Thomas Brandon*, or otherwise under him or under the said recited Marriage Articles of the Twenty-sixth Day of *July* One thousand seven hundred and ninety-seven, the Thirtieth Day of *May* One thousand seven hundred and ninety-nine, and the Eighteenth Day of *August* One thousand eight hundred, their respective Executors, Administrators, and Assigns,) all such Right, Title, Interest, Claim and Demand whatsoever, of, in, to, or out of the said Messuages, or Tenements, Lands, Hereditaments, and Premises respectively vested, settled, and determined by this Act, as they or any of them had or were entitled to, at or before the passing of this Act, or could or might have had in case this Act not been made.

General Saving.

VI. And be it further enacted, That this Act shall be printed by the Printer to the King's most Excellent Majesty, and a Copy thereof so printed shall be admitted as Evidence thereof, by all Judges, Justices, and others.

Act to be printed by the King's Printer.

The First SCHEDULE of Leases, to which the foregoing Act refers.

No.	Date.	Grantors.	Grantees.	Situation of Premises.	A. R. P.	Feet.	Commencement of Term.	Term.	RENTS RESERVED.		Total Rent.
									To Dean and Chapter.	To Thomas Brandon.	
1	25 Nov. 1784	Dean and Chapter and Thomas Brandon	Joseph Sibley	Newington	-	32 by 250	Michaelmas 1784	99	£ s. d.	£ s. d.	£ s. d.
2	26 June 1787	Same	Henry Sams } Dunkin }	Ditto	6 2 15	-	Michaelmas 1787	99	27 0 0	27 0 0	54 0 0
3	28 Nov. 1787	Same	To same	Ditto	11 0 4	-	Lady-day 1788	99	35 0 0	35 0 0	70 0 0
4	9 Dec. 1789	Same	To John Carter	Ditto	-	149 by 252 and 56.6 by 260	Lady-day 1790	99	12 10 0	12 10 0	25 0 0

Edward Day,
Henry Aspley Keeble,
Charles Kent.

The Second SCHEDULE to which the foregoing Act refers, of Lands not yet granted on Building Leases.

A Piece of Garden Ground, Part of the Thirty-five Acres, One Day's Work, One Perch, and Half a Perch of Land and Meadow, demised by the Indentures of Lease, of the Twenty-fifth of November One thousand seven hundred and seventy-three, and Thirtieth of June One thousand eight hundred and eight, for Twenty-one Years, as within mentioned, lying at the North East Corner of, and adjoining Northwards to, the Premises already demised by the Indenture of Lease No. 3, in the First Schedule mentioned and described, and containing by Admeasurement Six Acres Three Roods and Nineteen Perches, little more or less.

Another Piece of Land, also Part of the Premises demised by the said Indentures of Lease, dated Twenty-fifth of November One thousand seven hundred and seventy-three, and Thirtieth of June One thousand eight hundred and eight, as within mentioned, lying at the North East Corner of, and nearly adjoining to the Piece of Ground above mentioned, and described in this Schedule, containing by Admeasurement Seven Acres, little more or less.

Also, another Piece of Land, other Part of the said Premises so demised by the said Indentures of Lease of the Twenty-fifth of November One thousand seven hundred and seventy-three, and Thirtieth of June One thousand eight hundred and eight, as aforesaid, lying at the South West Corner of the New Kent Road, and containing in Front of such Road Ninety Feet, little more or less, and in Front of the Road leading from Newington to Camberwell Thirty-two Feet of Affize; little more or less.

Which Three Pieces of Land mentioned in this Schedule have not yet been granted on any Building Lease or Building Leases.

Edward Day,
Henry Aspley Keeble.