

ANNO QUINQUAGESIMO TERTIO

GEORGII III. REGIS.

Cap. 189.

An Act for enabling the Right Honourable William Earl of Dartmouth to grant building Leases of his settled Estates, situate in the Counties of York, [2d July 1813.] Kent, and Middlesex.

HEREAS by Indentures of Lease and Release, bearing Date Reciting Inrespectively the Twelsth and Thirteenth Days of June One dentures of thousand seven hundred and eighty-six, the Release of Nine Lease and Parts, and expressed to be made between the Right Honourable William Earl'of Dartmouth and the Right Honourable Frances Katherine Countess of Dartmouth, his Wife, both since deceased, formerly called Frances' Katherine Gunter Nicoll, the only furviving Child and Heir at Law of Sir Charles Gunter Nicoll, Knight of the Honourable Order of the Bath, deceased, of the First Part; the Right Honourable George Legge, then commonly called Lord Viscount Lewisham (since deceased), eldest Son and Heir Apparent of the said then William Earl of Dartmouth, by the said Frances Katherine Countess of Dartmouth, his Wife, and the Right Honourable Lady Frances Legge, then commonly called Lady Viscountess Lewisham, then the Wife of the said George Lord Viscount Lewisham, (one of the Daughters of the Right Honourable Heneage then late Earl of Aylesford, deceased, by the Right Honourable Charlotte then Dowager Countels of Aylesford, then lately the Wife and then Widow and Relict of the said Heneage Earl of Aylesford,) of the Second Part; Henry Wilmot Esquire, of the Third Part; Thomas Dunn Gentleman, of the Fourth Part; the Right Honourable Heneage then Earl of Aylesford, and the Right Honourable Francis Earl of Guilford, of the Fifth Part; the Right Honourable Henry Lord Stawell, and the Honourable Charles Finch, of the Sixth Part; Heneage Legge Esquire, and the Honourable William Finch, of the Seventh Part; the Right Honourable William Lord Bagot, and the Right Honourable Frederick Lord North, eldest Son and Heir Apparent of the said Francis, Earl of Guisford, [Loc. & Per.] both

Release of 12th and 13th June 1786.

both fince deceased, of the Eighth Part; and the Right Honourable Frederick Montague and Richard Howard Esquire, of the Ninth Part; (being the Settlement made subsequently to the Marriage of the said George Lord Viscount Lewisham, afterwards George Earl of Dartmouth, with the said Frances Lady Viscountess Lewisham, now Frances Countess Dowager of Dartmouth, his Widow) after reciting (among other Things) that by Indentures of Lease and Release, bearing Date respectively the Ninth and Tenth Days of January, in the Year One thousand seven hundred and fifty-five, the Release being Quinquipartite, and made or expressed to be made between the said William then Earl of Dartmouth, (since deceased,) of the First Part; the said Frances Katherine Countess of Dartmouth, then Frances Katherine Gunter Nicoll Spinster, of the Second Part; the said Francis Earl of Guilford, the Right Honourable Heneage Finch, commonly called Lord Guernsey, (since deceased,) only Son and Heir Apparent of the Right Honourable Heneage, heretofore Earl of Aylesford, (fince also deceased,) Samuel Reynardson, of Holywell, in the County of Lincoln, Esquire, and John Rudge, of the Inner Temple, London, Esquire, of the Third Part; Sir Sidney Stafford Smythe Knight, then One of the Barons of His Majesty's Court of Exchequer, and Sir Anthony Thomas Abdy Baronet, (both fince deceased,) of the Fourth Part; and the said Frederick Lord North, and the said William Lord Bagot, (then called William Bagot Esquire, and then the eldest Son and Heir Apparent of Sir Walter Wag staffe Bagot Baronet,) Sir Thomas Farnaby-Baronet, (since deceased,) and Benjamin Rudge Clerk, of the Fifth Part; (being the Settlement made and executed by the said William then Earl of Dartmouth of his real Estates, previously to and in Consideration of the Marriage which was then intended, and soon afterwards solemnized between his Lordship and the said Frances Katherine Countess of Dartmouth, his Wife,) and by the Common Recoveries and other Assurances therein mentioned and referred to, the several Manors or Lordships and other Hereditaments thereinafter particularly described, and intended to be thereby released, situate in the Counties of Kent, Stefford, Middlesex, Warwick, Cambridge, Lincoln, and York, were limited, appointed, granted, and released, immediately from and after the Solemnization of the said then intended Marriage, to the Use of the said William Earl of Dartmouth and his Assigns for his Life, without Impeachment of Waste, with a Limitation to the said Francis Earl of Guilford, Heneage Lord Guernsey, Samuel Reynardson, and John Rudge, and their Heirs during his Life, to preserve the contingent Remainders thereinafter limited from being destroyed, and immediately from and after the Decease of the said William Earl of Dartmouth, as to the Manors and other Hereditaments therein particularly mentioned, situate in the said County of York, to the Use and Intent that the said Frances Katherine Countels of Dartmouth and her Assigns, should, immediately after the Decease of the said William Earl of Dartmouth, in case the said then intended Marriage should take effect, and she should survive His Lordship, yearly and every Year during the Term of her natural Life, receive by and out of the said Manors and other Hereditaments for her Jointure, and in bar of her Dower, One Annual Sum or Yearly Rent Charge of One thousand four hundred Pounds of lawful Money of Great Britain, clear of all Deductions and Reprizes whatfoever, with the usual Powers of Distress and Entry upon, and Detention of the Possession and Perception of the Rents, Issues, and Profits of the said Manors and other Hereditaments, for recovering or compelling Payment of the said Annual Sum or Yearly Rent Charge when in arrear, and subject to and charged and chargeable

chargeable with the said Annual Sum or Yearly Rent Charge, and the laid Powers and Remedies, to the Use of the said Sir Sidney Stafford Smythe, and Sir Anthony Thomas Abdy, their Executors, Administrators, and Assigns, for the Term of Two hundred Years, without Impeachment of Waste, for the further and better securing the Payment of the said. Annual Sum or Yearly Rent Charge, and immediately after the Expiration or sooner Determination of the said Term, as to the Manors or Lordships of Slaughtwaite alias Slackwith with Lingarths and Woodsome and Woodsome with Farnley Tias, situate in the said County of York, and as to all other the Manors, Messuages, or Tenements, Farms, Lands, Rents; Tithes, Woods, Hereditaments, and Premises therein mentioned and described, situate in the said County of York, then late the Estate of Sir Arthur Kaye Baronet; and also as to the Manor or Lordship of Lewisham: And all other the Messuages, Farms, Lands, and other the Premises in the Parish of Lewisham or elsewhere in the said County of Kent; thereby granted and released, with their and every of their Appurtenances, immediately after the Decease of the said then William Earl of Dartmouth, to the Use of the said Frederick Lord North, William Lord Bazot then William Bagot, Sir Thomas Farnaby, and Benjamin Rudge, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, without Impeachment of Waste, for raising in the Event which had happened of their being more Children than Three of the said intended Marriage, besides an eldest Son, the Sum of Fisteen thousand Pounds for the Portions of such Children, payable in such Shares and Proportions, on or at fuch Ages, Days, and Times, with fuch Benefit of Accruer and Survivorship between or among them, and with fuch Provision for their Maintenance in the Meantime, as therein mentioned; and as to all the Manors and other Hereditaments thereby released immediately after the Expiration or other sooner Determination of the several Uses and Estates so therein previously limited, and subject and charged as therein and hereinbefore is mentioned; to the Ule of the First and every other Son of the said then William Earl of Dartmouth, by the said Frances Katherine Countess of Dartmouth, his Wife severally and successively, in Tail Male, with several Remainders over; And reciting, that by other Indentures of Lease and Release, bearing Date the same Ninth and Tenth Days of January in the Year One thousand seven hundred and sisty-sive; the Release being of Seven Parts, and made, or mentioned to be made, between the said Frances Katherine, Countels of Dartmouth, (then Frances Katherine Gunter Nicoll) of the First Part; the said then William Earl of Dartmouth, of the Second Part; William Perkins Gentleman, (since deceased,) and Samuel Rudge Gentleman, of the Third Part; Hutton Perkins Esquire, (since deceased) and Charles Henry Talkot Esquire, of the Fourth Part; the said Francis Earl of Guilford, Heneage Lord Guernsey, Samuel Reynardson, and John Rudge, . of the Fifth Part; Sir Sidney Stafford Smythe, and Sir Anthony Thomas Abdy, of the Sixth Part; and the said Frederick Lord North, William Lord Bagot then William Pagot, Sir Thomas Farnaby, and Benjamin Rudge, Clerk, of the Seventh Part, being the Settlement made and executed by the said Frances Katherine Countels of Dartmouth of her Real Estates, previously to and in Consideration of the Marriage which was then intended and foon afterwards solemnized between her Ladyship (then Frances Katherine Gunter Nicoll) and the said then William Earl of Dartmouth, and by several Common Recoveries suffered in His Majesty's Court of Common Pleas at Westminster, in or as of Hilary Term next en-

suing the Date of the said last-mentioned Indenture of Release, in pursuance of an Agreement therein for that Purpole contained, several Manors and other Hereditaments therein particularly mentioned, situate in the Counties of Suffex, Southampton, Berks, Surry, Middlesen, Kent, Nottingham, and Wilts (the Inheritance of the said Frances Katherine Countels of Dartmouth), were limited and settled, after the Solemnization of the said then intended Marriage, to the Uses upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, and Agreements thereby declared, and in part hereinafter mentioned (that is to fay), as to the several Messuages and other Hereditaments therein mentioned, situate in the said Counties of Kent, Middlesex, and Nottingham, to the Use of the said Francis Earl of Guilford, Heneage Lord Guernsey, Samuel Reynardson, and John Rudge, their Heirs and Assigns, upon Trust that they, their Heirs and Assigns, should, as soon as conveniently might be, (with the Confent of the said William Earl of Dartmouth, and Frances Katherine Countess of Dartmouth his then intended Wife, or of the Survivor of them,) sell and dispose of the same, and lay out the Money arising thereby in the Purchase of other Lands, Tenements, and Hereditaments in Fee Simple in Possession, to be situate in that Part of Great Britain called England, and should convey and settle the Lands, Tenements, and Hereditaments, so to be purchased, to such Uses, to and for such Intents and Purposes, and under and subject to such Powers, Provisoes, and Agreements, as were thereinafter expressed and declared, of and concerning the Manors, Lands, and Hereditaments, thereby limited to the said then William Earl of Dartmouth for his Life, or such of them as should be capable of taking effect; and as to the Messuages and other Hereditaments therein mentioned to be situate in the Town and Parish of Basing stoke, with their Appurtenances, to the Use and Behoof of such Person and Persons, for such Estate and Estates, and with such Remainders over and upon such Trusts, and subject to, by, with, and under such Powers, Limitations, and Agreements, as the said Frances Katherine Countess of Dartmouth, (by and with the Consent and Approbation of the said William Earl of Dartmouth,) notwithstanding her Coverture, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of k vocation, sealed and delivered by her, in the Presence of and attested by Two or more credible Witnesses, should direct, limit, or appoint; and as to the last-mentioned Manors, and other Hereditaments, in Default of fuch Direction, Limitation, or Appointment as aforesaid; and as to all other the Manors and Hereditaments comprized in the Indenture now in recital, whereof no Ule was thereinbefore declared, immediately after the Solemnization of the faid then intended Marriage, to the Use of the said Sir Sidney Stafford Smythe and Sir Anthony Thomas Abdy, their Executors, Administrators, and Assigns, for the Term of One hundred Years, upon Trust, by the Ways and Means therein mentioned, to levy and raise yearly and every Year, during the joint Lives of the said then William Earl of Dartmouth and the said Frances Katherine Countess of Dartmouth, the yearly Sum of Six hundred Pounds, for the sole and separate Use and Disposition of the said Frances Katherine Countess of Dartmouth; and immediately from and after the Expiration or sooner Determination of the said Term, to the Use of the said then William Earl of Dartmouth, and his Assigns during the Term of his natural Life, with a Limitation to the said Francis Earl of Guilford, Heneage Lord Guernsey, Samuel Reynardson, and John Rudge, and their Heirs, during the Life of the

the said Earl, in Trust to preserve the contingent Remainders thereinaster limited, and immediately from and after the Decease of the said Earl, to the Use of the said. Frances Katherine Countess of Dartmouth, and her Assigns, for the Term of her natural Life, without Impeachment of Waste, with a Limitation to the said Francis Earl of Guilford, Heneage Lord Guernsey, Samuel Reynardson, and John Rudge, and their Heirs, during the Life of her Ladyship, upon Trust to preserve the contingent Uses thereinafter limited from being destroyed, and immediately from and after the Decease of the Survivor of them the said then William Earl of Dartmouth and Frances Katherine Countels of Dartmouth, to the Use of the said Frederick Lord North, William Lord Bagot, then William Bagot, Sir Thomas Farnaby, and Benjamin Rudge, their Executors, Administrators, and Assigns, for the Term of Six hundred Years, upon Trust, for raising in the Event which had happened of their being more than Three Children, befides an eldest Son, of the said then intended Marriage, the Sum of Fifteen thousand Pounds for their Portions, payable in such Shares and Proportions, and on or at fuch Ages and Times, and with fuch Benefit of Accruer and Survivorship between or among them, and with fuch Provision for their Maintenance in the Meantime as therein mentioned; and after the Expiration, or sooner Determination of the said Term of Six hundred Years, to the Use of the First and every other Son of the said then William Earl of Dartmouth, by the said Frances Katherine Counters of Dartmouth, severally and successively in Tail Male, and for want of such Issue to the Use of the said Frances Katherine Countess of Dartmouth, her Heirs and Assigns for ever; and reciting that the said then William Earl of Dartmouth and Frances Katherine Countels of Dartmouth his Wife, had Issue, the said George Lord Viscount Lewisham; their eldest Son, and Four younger Sons, namely, the Honourable Henry Legge, the Honourable Arthur Kaye Legge, the Honourable Edward Legge, and the Honourable Augustus George Legge, and One Daughter, the Honourable Lady Charlotte Legge, and no other Children then living: It is by the said Indenture of Release and Settlement, now in recital, witnessed, that the said then William Earl of Dartmouth and George Lord Viscount Lewisham did grant, bargain, sell, release, and confirm, unto the said Henry Wilmot, and to his Heirs, (among and together with divers other Hereditaments) divers freehold Manors, Messuages, Farms, Lands, Tenements, and Hereditaments, situate in the faid Counties of Kent, York, and Bucks, with the Appurtenances, to hold the same unto and to the Use of the said Henry Wilmot, his Heirs, and Assigns, during the joint Lives of them the said then William Earl of Dartmouth and Frances Katherine Countels of Dartmouth, and him the said Henry Wilmot, to the Intent and Purpose, that he the said Henry Wilmot might by virtue of those Presents, become and be perfect Tenant of the immediate Freehold (among other Hereditaments) of the said Manors and other Hereditaments in the said Counties of Kent, York, and Bucks, in order that Common Recoveries might be had and suffered thereof; and the said then William Earl of Dartmouth and George Lord Viscount Lewisham, did, by the said Indenture of Release and Settlement, now in recital, covenant with the said Henry Wilmot, his Heirs and Assigns, that they the said then William Earl of Dartmouth and Frances Katherine Countess of Dartmouth, and George Lord Viscount Lewisham, or their Heirs, and all other proper Parties, would furrender (among. other Copyhold Hereditaments) all the Copyhold or Customary Messuages, Lands, Tenements, and Hereditaments, of them the said then [Loc. & Per.] William

William Earl of Dartmouth, and Frances Katherine Countels of Dartmouth, and George Lord Viscount Lewisham, or any of them, held of the Manor of Cantlowes, or Kentish Town, in the County of Middlesex, as to such of them whereof a Recovery or Recoveries might be suffered, to the Use of some Person or Persons to be made Tenant or Tenants thereof for the Purpose of suffering a Recovery or Recoveries thereof, in the Court of the Manor of which the said Copyhold Hereditaments and Premises were respectively holden; and as to such of the said Copyhold or Customary Messuages, Lands, Tenements, or Hereditaments, whereof Recoveries could not be suffered in the Court or Courts of the Manor or Manors whereof the same were held, to the Use of the said Henry Wilmot, his Heirs and Assigns; and it was thereby agreed and declared that the Common Recoveries to be suffered in pursuance of those Presents should enure, as to the said Manors and other Hereditaments in the said Counties of Kent and York, in the First Place for corroborating and confirming the Annual Sum, or Yearly Rent Charge, by the first therein and hereinbefore recited Indenture of Settlement limited, to the said Frances Katherine Countess of Dartmouth, and her Assigns, for her Life, as therein and hereinbefore is mentioned, and the Powers and Remedies thereby given and provided, for enabling her to recover and compel Payment thereof when in arrear, and for corroborating and confirming the Terms of Two hundred Years, and Five hundred Years, by the same Indenture limited respectively, as therein and hereinbefore is mentioned, and the Trusts thereof, and from and immediately after the Expiration or other sooner Determination of the said Terms, and subject thereto, and to the Trusts thereof, in the Meantime, as to the same Manors and other Hereditaments in the said Counties of Kent and York, to the Use of the said then William Earl of Dartmouth and his Assigns, for his Life, without Impeachment of Waste; Remainder to the Use of the said Heneage Earl of Aylesford and Francis Earl of Guilford, and their Heirs, during the Life of the said then William Earl of Dartmouth, in Trust, to preserve the contingent Remainders; with Remainder to the Use of the said George Lord Viscount Lewisham, and his Assigns, for his Life, without Impeachment of Waste, with Remainder to the Use of the said Heneage Earl of Aylesford and Francis Earl of Guilford, and their Heirs, during the Life of the said George Lord Viscount Lewisham, in Trust, to preserve the contingent Remainders; with Remainder to the Use of such Person or Persons, and for such Estate or Estates, as the said then William Earl of Dartmouth and George Lord Viscount Lewisbam, should jointly by Deed appoint and in Default thereof, and subject thereto to the Use of William now Earl of Dartmouth (then the Honourable William Legge), and then an Infant, and therein described as the eldest Son of the said George Lord Viscount Lewisham, and his Assigns, for his Life, without Impeachment of Waste; with Remainder to the Use of the said Heneage Earl of Aylesford, and Francis Earl of Guilford, and their Heirs, during the Life of the said William now Earl of Dartmouth, in Trust to preserve the contingent Remainders; with Remainder to the Use of the first and other Sons of the said William now Earl of Dartmouth, severally and successively in Tail Male; with Remainder to the Use of the Honourable George Legge, (since deceased, then an Infant, and therein described as the second Son of the said George Lord Viscount Lewisham,) and his Assigns, for his Life, without Impeachment of Waste; with Remainder to the Use of the said Heneage Earl of Aylesford and Francis

Francis Earl of Guilford and their Heirs, during the Life of the said George Legge, in Trust, to preserve the contingent Remainders; with Remainder to the Use of the First and other Sons of the said George Legge, severally and successively in Tail Male; with Remainder to the Use of the Third, Fourth, Fifth, and every other Son of the said George Lord Viscount Lewisham lawfully begotten, or to be begotten, severally and fuccessively in Tail Male, with divers Remainders over; and as to divers Messuages, Farms, Lands, Tenements, and Hereditaments, situate in the faid Counties of. York and Bucks, (among and together with divers Manors and other Hereditaments, the Estates of the said Frances Katherine Countess of Dartmouth,) to the Uses, upon the Trusts, and for the Intents and Purposes thereinaster expressed and declared, and hereinaster in Part mentioned, of and concerning the same; (that is to say) in the first Place for corroborating, strengthening, and confirming to the Executors and Administrators of the Survivor of them, the said Sir Sidney Stafford Smythe and Sir Anthony Thomas Abdy, the said last-mentioned Manors, and other Hereditaments, for all the Residue of the said Term of One hundred Years, for which the said Manors and other Hereditaments were, by the said Second therein and hereinbefore recited Indenture of the Tenth Day of January One thousand seven hundred and fifty-five, limited to the said Sir Sidney Stafford Smythe and Sir Anthony Thomas Abdy, their Executors, Administrators, and Assigns, and the Trusts, Intents, and Purposes by the said Indenture declared of and concerning the same Term, and after the Expiration or other fooner Determination of the said Term, and in the mean Time subject thereto to the Use of the said then William Earl of Dartmouth and his Assigns for his Life, without Impeachment of Waste; with Remainder to the Use of the said Francis Earl of Guilford, Samuel Reynardson, and John Rudge, and their Heirs and Assigns, during the Life of the said then William Earl of Dartmouth, in Trust to preserve the Contingent Remainders; with Remainder to the Use of the said Frances Katherine Countess of Dartmouth, and her Assigns, for her Life, without Impeachment of Waste, with Remainder to the Use of the said Francis Earl of Guilford, Samuel Reynardson, and John Rudge, their Heirs and Assigns, during her Life, in Trust, to preserve the contingent Remainders; with Remainder to the Use of the said Frederick Lord North, William Lord Bagot, and Benjamin Rudge, their Executors, Administrators, and Assigns, for the Term of Six hundred Years, by Way of Restoration and Confirmation, or Continuation of the Use and Estate by the said last-mentioned Indenture limited, in the same Manors, and other Hereditaments, to the said Frederick Lord North, William Lord Bagot, Sir Thomas Farnaby, and Benjamin Rudge, their Executors, Administrators, and Assigns, and which was then vested in the said Frederick Lord North, William Lord Bagot, and Benjamin Rudge, by Survivorship, and the Trusts of the same Term, and immediately after the Expiration or other sooner Determination of the said Term, and subject thereto, in the Meantime, to the Use of the said George Lord Viscount Lewisham and his Assigns, for his Life, without Impeachment of Waste; with Remainder to the Use of the said Heneage Earl of Aylesford, and Francis Earl of Guilford, and their Heirs, during the Life of the said George Lord Viscount Lewisham, in Trust, to preserve the contingent Remainders; with Remainder to the Use of the said William Lord Bagot, and Frederick Lord North, their Executors, Administrators, and Assigns, for the Term of One thousand Years, to commence from the Day of the Date of those Presents, without Impeachment of Waste, upon the

the several Trusts, and for the several Intents and Purposes thereinafter expressed and declared, of and concerning the said Term of One thousand Years, and from and after the End, Expiration, or other sooner Determination of the said Term of One thousand Years, and subject thereto, in the Meantime, to the Use of such Person and Persons, and for such Estate and Estates, as the said then William Earl of Dartmouth, and Frances Katherine Countess of Dartmouth, and the said George Lord Viscount Lewisham, at any Time or Times during their joint Lives; or as the faid Frances Katherine Countess of Dartmouth and George Lord Viscount Lewisham, in case they should both survive the said then William Earl of Dartmouth, at any Time or Times after the Decease of the said William Earl of Dartmouth, during their joint Lives should by Deed appoint, and in Default of such joint Appointment, and subject thereto, to such and the same Uses, upon and for such and the same Trusts, Intents, and Purposes, and with, under, and subject to such and the same Powers, Provisoes, and Agreements, as were by those Presents limited, declared, and contained of and concerning the several Manors or Lordships, Rectories, Advowsons, Messuages, Farms, Lands, Tenements, and Hereditaments, in the said several Counties of Kent, Stafford, Middlesex, Warwick, Cambridge, Lincoln, and York, (the Family Estates of the said then William Earl of Dartmouth,) in Default of such joint Direction, Limitation, and Appointment, by the said then William Earl of Dartmouth and George Lord Viscount Lewisham as aforesaid, and prior to the Uses and Estates in such last-mentioned Manors and Hereditaments thereinbefore limited to the Sixth and other subsequently born Sons of the Body of the said then William Earl of Dartmouth successively in Tail Male with Remainder's over: And as to the Manor of Olney and other Hereditaments, situate in the Parish of Olney and Bradwell Abbey in the said County of Bucks, which were limited and settled in and by an Act of Parliament thereinbefore mentioned, to have passed in the Year One thousand seven hundred and fifty-seven, and which were comprised in certain Indentures of the Twenty-seventh and Twenty-eighth Days of June One thousand seven hundred and fixty, and the Twenty-fourth and Twenty-fifth Days of May One thousand seven hundred and sixty-sive, thereinbefore mentioned: And as to certain Hereditaments thereinbefore mentioned, to be situate in the Parishes, Townships, or Precincts of Almondbury and Gildersome, in the faid County of York, and to have been purchased by Samuel Reynardson, as furviving Trustee as therein mentioned, with their and every of their Appurtenances, and whereof no Use was therein before declared: It was thereby agreed and declared that the common Recovery and common Recoveries to be suffered as aforesaid of the said last-mentioned Manor and Hereditaments, and that every other common Recovery, Conveyance, and Assurance in the Law theretofore had, suffered, or executed, or thereafter to be had, suffered, and executed, of the said last-mentioned Manor and Hereditaments, should be and enure to the Use of the said Frances Katherine Countess of Dartmouth and her Assigns, for her Life, without Impeachment of Waste, with Remainder to Trustees and their Heirs during her Life, to support the contingent Remainders, with Remainder to the Use of the said George Lord Viscount Lewisham and his Assigns for his Life, without Impeachment of Waste, with Remainder to the same Trustees and their Heirs during his Life, in Trust, to preserve the contingent Remainders, with Remainder to the Use of such Person and Persons, and for such Estate and Estates as the said William Earl of Dartmouth, and Frances Katherine Countels of Dartmouth, and the said George

George Lord Viscount Lewisham, at any Time or Times during their joint Lives, or as the said Frances Katherine Countess of Dartmouth, and George Lord Viscount Lewisham, in case they should both survive the said William Earl of Dartmouth, at any Time or Times after the Decease of the said William Earl of Dartmouth, during their joint Lives, by any Deed should appoint; and in Default of such joint Appointment; and subject thereto to such and the same Uses, upon such and the same Trusts, for the Benefit of such and the same Persons respectively, for such and the same Intents and Purposes, and under and subject to such and the same Limitations, Declarations, and Agreements as are thereinbefore mentioned, declared, and contained, of and concerning the said several other Manors or Lordships, Rectories, Advowsons, Messuages, Farms, Lands, Tenements, and Hereditaments in the said several Counties of Kent, Stafford, Warwick, Cambridge, Lincoln, and York, thereinbefore particularly mentioned and described, in Default of such joint Direction, Limitation, and Appointment by the said William Earl of Dartmouth, and George Lord Viscount Lewisham as aforesaid, and prior to the Uses and Limitations to the Sixth and other Son and Sons of the Body of the said William Earl of Dartmouth, severally and successively in Tail Male thereinbefore limited and declared: And the said Term of One thousand Years was by the said Indenture of Release and Settlement now in recital, limited to the said William Lord Bagot and Frederick Lord North, their Executors, Administrators, and Assigns, upon Trust by the Ways and Means therein mentioned, to raise further Portions for the younger Children of the said George Lord Viscount Lewisham by the said Frances Katherine Countels Dowager of Dartmouth, his now Widow, not exceeding in the Whole the Sum of Ten thousand Pounds, in addition to the Sum of Money thereinbefore provided for such Children respectively, under the Trusts of a Term of Six hundred Years, and payable in such Proportions, and in such Manner and Form, and at such Ages, Days, and Times as were thereinbefore declared, touching the Portions provided for such Children under the Trusts of the same Term: And it was by the faid Indenture of Release and Settlement agreed and declared, that the Recoveror, in the Recovery covenanted to be suffered of the Lands and other Hereditaments thereinbefore mentioned to be held of the said Manor of Cantlowes, or Kentish Town, in the said County of Middlesex, by Copy of Court Roll, should stand and be seised of the Lands and other Hereditaments, to be comprised in such Recovery; and that the said Henry Wilmot and his Heirs should stand and be seised of such of the Lands and Hereditaments, held of the said Manor by Copy of Court Roll, which should be comprised in such Surrender upon Trust, by such Surrender and other Assurances, as should be proper in that Behalf and as Counsel should advise to settle and assure the same Copyhold Hereditaments respectively, to, upon, and for such and the same Uses, Trusts, Intents, and Purposes, and with, under, and subject to such and the same Powers, Provisoes, Declarations, and Agreements, as were thereinbefore limited and declared, of and concerning the Manor, Messuages, and other Hereditaments thereinbefore particularly mentioned and described, fituate, lying, and being in the Parish of Olney and Bradwell Abbey, in the said County of Bucks, and thereinbefore mentioned to have been limited and settled, in and by an Act of Parliament thereinbefore mentioned to have been passed in the Year One thousand seven hundred and sifty seven, intituled, "An Act. for confirming a Partition between William Earl of Dartmouth and Frances Katherine Countess of Dartmouth, his Wife, and [Loc. & Per.] Sir

Sir-William Maynard, Baronet, of several Estates, in the several Counties of Bucks, Middlesex, Surrey, Suffolk, and Flertford, and in the City of London, and for westing and settling the entire Premises, to the several Uses therein mentioned:" And whereas Three several Common Recoveries were duly had and suffered, of such of the said Manors and other Hereditaments, comprised in the said recited Indenture of Release and Settlement, of the Thirteenth Day of June One thousand seven hundred and eighty-six, as were situate in the said Counties of Kent, York, and Bucks, pursuant to the Agreement in that Behalf contained in the said Indenture of Settlement: And whereas no Appointment hath been made by the said William Earl of Dartmouth, or the said Frances Katherine. Countels of Dartmouth, or by the said George Lord Viscount Lewisham, afterwards Earl of Dartmouth, of any of the Hereditaments comprised in the said recited Indenture of Settlement, of the Thirteenth Day of June One thousand seven hundred and eighty-six, pursuant to the Powers therein contained or any of them: And whereas the said William Earl of Dartmouth, Party to the said recitéd Indentures and the said Frances Katherine Countess of Dartmouth his Wife, have both since departed this Life, leaving no other Issue than their eldest Son, the said George Lord Viscount Lewisham, afterwards George Earl of Dartmouth, and their faid Four younger Sons, namely, the said Henry Legge, Arthur Kaye Legge, Edward Legge, and Augustus George Legge, and their younger Daughter the said Lady Charlotte Legge then Lady Charlotte Duncombe, Wife of Charles Duncombe Esquire, them surviving, who having all severally attained their respective Ages of Twenty-one Years, have become entitled to receive the Portions or Sums of Money directed to be raised for the younger Children of the said William Earl of Dartmouth and Frances Katherine Countels of Dartmouth, under the Trusts of the faid Terms of Five hundred Years and Six hundred Years: And whereas the said George Legge, the second Son of the said George Earl of Dartmouth, died in the Lifetime of his Father, in the Year One thousand seven hundred and eighty-nine, an Infant and unmarried: And whereas the said George Earl of Dartmouth intermarried with the Honourable Lady Frances Finch on or about the Twenty-fourth Day of September in the Year One thousand seven hundred and eighty-two, and died in the Year One thousand eight hundred and ten, leaving Issue by her the faid now William Earl of Dartmouth, and Four younger Sons, namely, the Honourable Heneage Legge, the Honourable Charles, Legge, the Honourable Arthur Charles Legge, and the Honourable Henry Legge, and Seven Daughters, namely, the Right Honourable Louisa Lady Bagot the Wife of the Right Honourable William Lord Bagot, the Honourable Lady Charlotte Legge, the Honourable Lady Henrietta Legge, the Honourable Lady Barbara Maria Legge, the Honourable Lady Georgiana Carolina Légge, the Honourable Lady Mary Legge, and the Honourable Lady Anne Legge, him surviving: And whereas the said Heneage Legge, Louisa Lady Bagot, Lady Charlotte Legge, Lady Henrietta Legge, and Lady Barbara Maria Legge, have severally attained their respective Ages of Twenty-one Years, and become intitled to a vested Interest in the Portions or Sums of Money directed to be raised for the younger Children of the said George Earl of Dartmouth, deceased, and Frances Countels Dowager of Dartmouth, his now Widow, under the Trusts of the said Term of One thousand Years, and the said Charles Legge, Arthur Charles Legge, Henry Legge, Lady Georgiana Caroline Legge, Lady Mary Legge, and Lady Anne Legge, are all now Infants under the Age of Twenty-one Years: And whereas the

the said William Lord Bagot, and Frederick Lord North, (who after wards became Earl of Guilford), the Trustees of the said Term of One thousand Years, have both since departed this Life, the said Free derick Earl of Guilford having died in the Year One thousand feven hundred and ninety-two, and the said William Lord Bagot having died in the Year One thousand seven hundred and ninety-eight; and the said William Lord Bagot duly made and published his last Will and Testament, in Writing, bearing Date the Eleventh Day of June One thousand seven hundred and ninety-six, and thereof appointed his Wife Louisa Lady Bagot, his Son the said William now Lord Bagot, and his (the said Testator's) Brother, Richard Howard Esquire, Executrix and Executors of his said Will; and the said William now Lord Bagot, on or about the Fifteenth Day of November, in the said Year One thousand seven hundred and ninety-eight, duly proved the same Will in the Prerogative Court of the Archbishop of Canterbury, and is now the Personal Representative of the said William Lord Bagot, the Survivor of his Co-trustee the said Free! derick Lord North afterwards Earl of Guilford. And whereas the said William now Earl of Dartmouth is a Bachelor: And whereas the faid Heneage Legge, as the third Son of the said George Earl of Dartmouth, deceased, by the said Frances Countes Dowager of Dartmouth, is the First Tenant in Tail Male. Adult, under the Limitations contained in the faid recited Indenture of Release and Settlement of the Thirteenth Day of June One thousand seven hundred and eighty-six; and common Recoveries suffered in pursuance thereof as aforesaid: And whereas the said Estates, situate in the said Counties of York and Kent, and the said Copyhold Lands and Hereditaments held of the faid Manor of Cantelowes or Kentish Town, in the said County of Middlesex, and comprised in the said Indenture of Release and Settlement, of the Thirteenth Day of June One thousand seven hundred and eighty-six, are, from their advantageous Situation, capable of great Improvement; and such Improvement would be encouraged, and likely to take place, if certain Parts of the same Estates and Hereditaments could be granted for long-Terms of Years, on Building and Repairing Leases; and the said William Earl of Dartmouth and Heneage Legge being well satisfied, that if a Power !was given of granting such Leases, the same would be attended with great's Benefit and Advantage to the several Persons claiming in Remainder under the Limitations contained in the same Indenture of Release and Settlement, are therefore desirous that such Power should be granted; but by reason of the Limitations contained in the same Indenture the same cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said William Earl of Dartmouth, and, the said Heneage Legge, do most humbly beseech Your Majesty, That it may be enacted, and be it enacted by the King's most The Earl of Excellent Majesty, by and with the Advice and Consent of the Lords Darmouth Spiritual and Temporal, and Commons, in this present Parliament assem-empowered bled, and by the Authority of the same, That from and immediately after the building and passing of this Act, it shall and may be lawful to and for the said William repairing Earl of Dartmouth, during his Life, and after his Decease, no and for the Leases. Person or Persons who, for the Time being, shall be in the actual Possession, or in the Receipt of the Rents and Profits of the Messuages, Lands, Tenements, and Hereditaments comprised in the Schedule to this Act annexed, by virtue of the Limitations contained in the said recited, Indenture of Releases and Sertlement of the Thirteenth Day of June One, thousand seven hundred and leightysix, in case such Person or Persons shall be of the Age of Twentyone Years, or if not, then to and for the Guardian or Guardians for the Time being of fuch Person or Persons respectively while a Minor or Minors, from Time to Time, by Indenture or Indentures, sealed and delivered by him, her, or them respectively, in the Presence of and attested by Two or more credible Witnesses, (but as to the Copyhold or Cultomary Hereditaments comprised in the said Schedule to this Act annexed, situate at Kentish Town aforesaid, with the Consent and Approbation of the Lord or Lords of the said Manor of Cantlowes or Kentish Town for the Time being, to be testified by some Writing under his or their Hand or Hands, and during the Minority of such Lord or Lords, with the Consent and Approbation in Writing of his or their Guardian or Guardians,) to demise or lease all or any Part or Parts of the said Messuages, Lands, Tenements, or Hereditaments, comprised in the said Schedule to this Act annexed, with the Rights, Easements, and Appurtenances thereunto respectively belonging, unto any Person or Persons who shall be willing, and shall covenant and agree to improve the same by erecting or building thereon any new House or Houses, Erections, or Buildings, or to rebuild or repair any of the Messuages or Tenements, Erections and Buildings whatsoever, which now are or hereaster shall be on the Scite of the same Hereditaments, or any Part thereof, with or without Liberty for the Lessee or Lessees to take down all or any Part or Parts of any Buildings which may be standing upon the Premises at the Time of making such Demise or Lease respectively to be comprised, and to convert and dispose of the Materials thereof to such Uses and Purposes as shall be therein mentioned and agreed upon; and also to lay out and appropriate any Part or Parts of the Premises to be comprised in any fuch Demise or Lease as and for a Yard or Yards, Area or Areas, Garden or Gardens, Mill Dam or Mill Dams, Reservoir or Reservoirs, Feeder or Feeders to any Building or Buildings built or to be built upon the Premises, or as and for Way or Ways, Street or Streets, Road or Roads, Avenue or Avenues, Passage or Passages, Sewer or Sewers, for the Use and Convenience of the Lessee or Lessees, or other Tenants or Occupiers of the Premises, in such Manner as shall be mentioned and agreed upon in such Demise or Lease, together with such other Privileges, and such other Covenants, Clauses, Provisoes, and Agreements as shall, by the said William Earl of Dartmouth, or any other Person or Persons executing any such Demise or Lease, be deemed reasonable or convenient, so as every such Demise or Lease shall be for any Term or Number of Years not exceeding Ninety-nine Years, to take effect either in possession, or immediately after the Determination of the subsisting Lease for the Time being, of the same Hereditaments respectively, and so as that the subsisting and Reversionary Terms do not together exceed the Term of Ninety-nine Years, to be computed from the Time of making such First Lease or Leases respectively, and so as no Reversionary Lease shall be granted to any other Person or Persons than the Tenant or Tenants under the subfisting Lease or Leases, and so as there be reserved in and by such Demises or Leases respectively, the best and most improved Yearly Rents that can be reasonably had or gotten for the same Leases respectively, at the Time of executing the same Leases, the same Rents to be made payable Half-yearly or oftener, free from all Taxes and Deductions whatsoever (except any Income Tax or Property Tax in respect of the said Rents), Regard being had to the Value of the Buildings, if any, to be comprised in such Demises or Leases, without taking any Fine, Premium,

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or Foregift, or any Thing in the Nature thereof, for the making such respective Demises or Leases, and so as there be contained in such Demises or Leases respectively, Covenants from the respective Lessees to pay the Rents thereby respectively reserved, and to build and keep in Repair the Messuages, Erections, and Buildings which may have been or may be agreed to be erected and built on the Premises, or may be built or building thereon at the Time of the Execution of fuch Demiles or Leases, and to Surrender and leave in Repair the Messuages, Erections, and Buildings to be erected and built, or rebuilt and repaired, upon the same Premises thereby respectively to be demised or leased, at the End of the Term or Terms in such Demises or Leases to be granted, and so as there be contained in such Demises or Leases respectively, a Power for the Lessors, and their Surveyors and Agents, to enter upon the Premises, and to inspect the State and Condition thereof, and all such other usual and proper Covenants, Provisoes, and Conditions, on the Parts of the respective Lesses, as are usually contained in building Leases, and so as there be, also contained in such Demises or Leases respectively Conditions of Re-entry for Non-payment of the Rents to be thereby reserved, or Non-performance of the Covenants, Provisoes, or Conditions on the respective Lesses' Parts and Behalfs, and so as the respective Lesses do severally execute Counterparts of their respective Leases.

II. Provided always, and be it further enacted, That it shall and may Earl of Dartbe lawful to and for the said William Earl of Dartmouth, and to and for the other Person or Persons hereby authorized to make such Lease or Leases, as aforesaid, as to such of the Lands and Grounds already built upon, or capable of Improvement by building, and described in the Sche- fuant to this dule to this Act annexed, and the Buildings thereon erected, as shall Act. from Time to Time be out of Lease, solely and alone, and as to such of the Lands, Grounds, and Buildings, as shall be under Lease, to any Person or Persons whomsoever, jointly with, or with the Concurrence of the original Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, and as to the said Copyhold Hereditaments at Kentish Town, aforesaid, with such Consent and Approbation as aforesaid to enter into any Contract or Contracts, under his, her, their, or any of their Hands, for granting any Leafe or Leafes of the same Lands or Grounds, and Buildings, or any Part thereof, pursuant to the Powers, and at the Rent, and subject to the Restrictions hereinbefore contained, so far as the same shall be applicable, and to agree when and as any Land or Buildings to agreed to be let, or any Part or Parts thereof, shall be built upon or repaired, in the Manner, and to the Extent to be stipulated in any such Contract, by One or more Indenture or Indentures, to demise and lease the Lands and Buildings to be let, or such Part or Parts thereof as shall be mentioned in such Contract, 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, and in such Parcels, and under and subject to such Portions of the Yearly Rent or Rents to be specified in such Contract, as shall be thought proper; but so that if the Yearly Rent to be reserved upon any such Lease, bears a Proportion to the whole Rent agreed to be reserved in the Contract, greater than the Quantity of Land to be comprised in such Lease bears to the Whole of the Land comprised in the Contract, in such Case the same shall not exceed One-seventh Part of the clear yearly Rack Rent Value of the Land and Buildings to be by such Lease demised.

mouth may contract for Leases to be granted pur-

In fuch Parcels and fubject to fuch apportioned Rents as shall be thought

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Subject to certain Restrictions.

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III. Provided always, and be it further enacted, That in every such Contract there shall be inserted a Clause or Condition for vacating the same, or for Re-entry into such Part or Parts of the Lands and Buildings therein comprised and agreed to be let, as shall not be built upon or repaired in the Manner therein stipulated, within a reasonable Time to be therein appointed; and also a Clause or Condition, that the Person or Persons to whom such Lease or Leases ought to be granted, pursuant to fuch Contract, shall accept the same, and execute a Counterpart or Counterparts thereof, and pay the reasonable Charges of preparing the same, within a reasonable Time to be thereby appointed, or that in Default thereof such Contract shall be void; and all and every such Contract or Contracts, if made with fuch Concurrence as aforesaid, when fuch Concurrence shall be requisite, shall be binding on the said William Earl of Dartmouth, and the Person or Persons hereby authorized to make such Lease or Leases as aforesaid, and on all Persons interested under such original Leases as aforesaid, and shall be carried into performance by a Lease or Leases to be granted in pursuance of the Powers, and subject to the Restrictions hereinbefore contained, so far as the same shall be applicable.

Saving.

IV. Saving always to the King's most Excellent Majesty, his Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators, (other than and except the younger Child or Children of the late William Earl of Dartmouth and Frances Katherine Countels of Dartmouth, deceased, and their respective Executors, Administrators, and Assigns; and also except the said William now Earl of Dartmouth and his first and other Sons, and the Heirs Male of the Body and Bodies of fuch Son and Sons respectively; and the said Heneage Legge, and the Heirs Male of his Body, and all and every other the Son and Sons of the said George late Earl of Dartmouth, and the Heirs Male of the Body and Bodies of such Son and Sons respectively; and also all and every the younger Child and Children of the said George late Earl of Dartmouth, and the several Trustees of the said several Terms of Five hundred Years, Six hundred Years, and One thousand Years, and their respective Executors, Administrators, and Assigns, and the right Heirs of the said George late Earl of Dartmouth, and all and every Person and Persons claiming or to claim any Estate, Right, Title, Trust, or Interest in, to, or out of the said Mesfuages, Lands, Tenements, and Hereditaments comprised in the said Schedule to this Act annexed, under or by virtue of the said several recited Indentures of Release and Settlement, or any of them, or Common Recoveries suffered in pursuance thereof,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, in, to, or out of the same Messuages, Lands, Tenements, and Hereditaments, or any Part or Parts thereof, which they, every, or any of them had before the passing of this Act, or could or might have had, held, and enjoyed in case this Act had not been made.

Act to be printed by the Printers to His Majesty.

V. And be it further enacted, That this Act shall be printed by the several Printers to the King's most Excellent Majesty, duly authorized to print the Statutes of the United Kingdom; and a Copy thereof, so printed by any of them, shall be admitted as Evidence thereof, by all Judges, Justices, and others.

The SCHEDULE to which the foregoing Act refers.

The Estate in the County of York.

Names of Tenements.	Tenants' Names.	,	Parish or Township.		mber Acres.	Annual Rent.
Mallingfield Bank End Upper Brink Lower Brink Blackmoor Holm Near Holm Rough Rents Lower Ing Upper Ing Holme Go-it Clofe Dittle Holme Hutch Far Holme A Field between the Mill Holme and the Canal A Field adjoining the Roadand Varley's Corn Mill A Field adjoining the last, fouthward Brickhill Part of Mean Platt	Ditto -		Slaithwaite Ditto	3 I 0 2 Q I I 0 I 0 I I 0 I	R. 3 2 1 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	sthefe Lands are only Portions of the Tenants' Holdings, Rents cannot be stated.
				28	2 3 3	

The Estate in the County of Kent.

The Frontage adjoining the Turnpike Road leading from Lewisham to Deptford of a Field called the Armoury Mill Field, to the Depth of Three hundred Feet from the said Road, and which will contain in Quantity about Five Acres, and which Field is in the Occupation of Robert Jennings.

The Frontage adjoining the Turnpike Road leading from Lewisham to Deptford of a Field called the Sandpit Field, to the Depth of Three hundred Feet from the said Road, and which will contain in Quantity about Five Acres and a Half.

SCHEDULE—continued.

A Field adjoining the High Road from London to Bromley, in the Centre of the Town of Lewisham, containing Five Acres and Thirty-five Perches, and called or known by the Name of Susfell's Barn Field, in the Occupation of Thomas Freeman.

A Field adjoining the High Road from London to Bromley, in the Centre of the Town of Lewisham, containing Fourteen Acres and Thirty-four Perches, and called or known by the Name of Suffell's Outer Field, in the Occupation of Thomas Freeman.

The Estate in the County of Middlesex.

Lesses' Names.	Premises.	Parish.	Number of Acres.		Annual Rent.		
	*		A.	R. P.	£.	5.	d.
William Marmaduke Sel- lon, Esquire	A Dwelling-house, Out-) buildings, and Mea-} dow Land adjoining	Kentish? Town }	32	2 6	1 2 0	0	C
Richard Cook	Several Houses and Gar- dens, being a Row called the Terrace, and a Slip of Land in Front	Ditto	2	I 27	.49	I	0
Ditto	A Chapel and several Houses and Gardens Sealled Trafalgar Place	Ditto	0	2 30	50	`O	,C
Barbaroux	A Dwelling-house, Gar-) den, and Piece of \ Land	Ditto	0	3 13	20	12	* C
At Will, John Brown	A Meadow Field behind? Trafalgar Place	Ditto	II	o 6	88	0	, (
	Total Number	of Acres	À7	2 2		; ;	
		Total Annual	Ren	it -	327	13	c

Cha. Kent,

As to the Estates in the Counties of York and Kent.

T. 7. Tatham.

T. J. Tatham,
As to the Estates at Kentish Town.