



ANNO SECUNDO & TERTIO

VICTORIÆ REGINÆ.

Cap. 25.

An Act for authorizing the granting of Leases of Part of the Estates in the County of *Kent* devised by the Will of the Right Honourable *Edward* Earl of *Darnley* deceased.

[1st July 1839.]

WHEREAS the Right Honourable *Edward* late Earl of *Darnley* in *Ireland* and Baron *Clifton* of *Leighton Bromswold* in *Great Britain*, deceased, in such Manner as the Law required for rendering valid Devises of Freehold Estates, duly made and published his last Will and Testament in Writing, bearing Date the Tenth Day of *February* One thousand eight hundred and thirty-two, and he thereby gave and devised all and singular his Manors, Tithes, and Hereditaments in *Great Britain* and *Ireland* of which he was Tenant in Fee Simple, or which he had any Power to dispose of by that his Will, unto and to the Use of *John* Viscount *De Vespi*, *Charles* Brownlow Esquire, of *Lurgan, Ireland*, and *Thomas* Crosse Esquire, of *Threadneedle Street, London*, their Executors, Administrators, and Assigns, for the Term of Two thousand Years from his (the Testator's) Decease, upon Trust, by and out of the Rents, Issues, and Profits of the same Manors, Tithes, and Hereditaments, or by Mortgage or Sale thereof, or a

Will of the late Earl of Darnley, dated 10th Feb. 1832.

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competent Part thereof, for all or any Part of the said Term, or by such other Ways and Means as to them or him should seem meet, to levy and raise, and pay unto and for the Benefit of his (the said Testator's) Mother for her Life, One Annuity or clear yearly Sum of One thousand Pounds Sterling (and which has since determined), and to raise and levy, and pay unto his (the said Testator's) Aunt Lady *Theodosia Bligh*, One Annuity or clear yearly Sum of One hundred Pounds Sterling for her Life, and to levy, raise, and pay unto or for the Benefit of his (the said Testator's) Sister Lady *Elizabeth Bligh*, if unmarried at the Decease of his Mother, and until her Marriage, one Annuity or clear yearly Sum of Five hundred Pounds Sterling (and which said Annuity did not take effect), and to levy, raise, and pay unto his Brother *John Duncan Bligh* the Sum of Twenty thousand Pounds, and to his said Sister Lady *Elizabeth Bligh* the Sum of Ten thousand Pounds, therein respectively mentioned, with Interest on the same respectively at the Rate of Four Pounds *per Centum per Annum*, or so much of the same Principal and Interest as should not be paid by the Testator in his Lifetime, or as should not be satisfied to his said Brother and Sister respectively by means of the respective Portions provided for them by the Settlement made by the said Testator's late Father, and therein more particularly mentioned, and to levy, raise, and pay unto and for the sole and separate Use of his (the said Testator's) Wife *Emma Jane Countess of Darnley*, for her Life, (and in addition to her Jointure,) One Annuity or clear yearly Sum of Five hundred Pounds Sterling, with a Direction that when all the Trusts therein-before declared of the said Term of Two thousand Years, and herein-before mentioned, should have been performed or become unnecessary or incapable of being performed, and the Expences attendant thereon satisfied, the said Term should cease as to such Part thereof as had not been previously disposed of for the Purposes aforesaid; and the said Testator did thereby devise all such Lands and other Hereditaments at or near *Sandgate* therein mentioned as had descended upon him as Heir at Law or Heir in Gavelkind unto his said Mother for her Life, with Remainder unto his said Brother *John Duncan Bligh* in Fee; and the said Testator did thereby give and bequeath unto his Second Son *Edward Vesey Bligh*, and to each and every of such other Sons as might thereafter be born to him (not being and becoming an eldest Son), the Sum of Ten thousand Pounds, in addition to his and their respective Portions provided for his younger Children by his Marriage Settlement; and he also gave and bequeathed unto his Daughter Lady *Elizabeth Caroline Bligh*, and to each and every of such other Daughters as might thereafter be born to him, the Sum of Two thousand Pounds, in addition to her and their respective Portions provided for his younger Children by his said Marriage Settlement; and he appointed his said Wife and his said Brother *John Duncan Bligh* Guardians of the Persons and Fortunes of his Children during their respective Minorities, and in case of the Death of his said Wife during the Minority of any of his Children, he appointed her Brother *John Parnell*, therein named, to be one of the Guardians in her Stead, and in case of the Death of his (the said Testator's) Brother during the Minority of any of his Children,

he appointed his Cousin *William Wingfield*, therein named, to be one of their Guardians in the Place of his said Brother; and his Will was, that until his eldest Son *John Stuart Lord Clifton*, therein named, or in the event of his Death his (the said Testator's) eldest Son for the Time being, should attain the Age of Seventeen Years, an annual Sum of Four hundred Pounds should be set apart from and out of the Rents and Profits of the Estates and Hereditaments to which the said *John Stuart Lord Clifton*, or such eldest Son for the Time being, would become entitled to at his the said Testator's Decease, and applied by his Guardians or Guardian for the Time being for his Maintenance and Education, and that from and after his said Son *John Stuart Lord Clifton*, or other eldest Son for the Time being, should have attained the Age of Seventeen Years, and during the Remainder of his respective Minority, an annual Sum of Eight hundred Pounds should be set apart for and applied to the like Purpose, and subject to the Payment of his Debts, and his Funeral and Testamentary Expences, and the several Legacies, Annuities, and Sums of Money therein-before bequeathed; the said Testator gave, devised, and bequeathed all his Manors and Hereditaments both in *England* and *Ireland*, and all the Residue of his Real and Personal Estate and Effects whatsoever and wheresoever, unto his said Son *John Stuart Lord Clifton*, his Heirs, Executors, Administrators, and Assigns respectively, according to the several Natures and Qualities thereof, for his and their own Use and Benefit; but if his said Son *John Stuart Lord Clifton* should happen to die in his (the Testator's) Lifetime, or before his said Son should attain the Age of Twenty-one Years, then and in that Case the said Testator gave, devised, and bequeathed the said Manors and Hereditaments and Residue of Real and Personal Estate and Effects unto his next eldest Son who should be living at the Time of his Decease, or at the Time of the Decease of the said *John Stuart Lord Clifton*, as the Case might be, his Heirs, Executors, Administrators, and Assigns respectively, for his and their own Use and Benefit: And whereas the said Testator, by a Codicil to his said Will, and which Codicil bore Date on or about the Eighteenth Day of *July* One thousand eight hundred and thirty-three, and after taking notice in his said Codicil of the then previous Marriage of his said Sister Lady *Elizabeth Bligh*, the said Testator revoked the Bequest made to her by his said Will of the said Legacy or Sum of Ten thousand Pounds: And whereas by another Codicil to his said Will, and which last-mentioned Codicil bore Date on or about the Twenty-third Day of *July* One thousand eight hundred and thirty-four, the said Testator, after reciting, that since the Date of his Will his Aunt Lady *Theodosia Bligh* had elected to take the Sum of One thousand Pounds in lieu of the Annuity of One hundred Pounds *per Annum* in his said Will mentioned, and the same had been paid to her accordingly, and also reciting, that since the Date of his said Will he had another Daughter born, namely, Lady *Emma Bess Bligh*, he revoked the Bequest of the said Annuity of One hundred Pounds to his said Aunt Lady *Theodosia Bligh*; and he did thereby also revoke the before-mentioned Bequest of Two thousand Pounds unto his said Daughter Lady *Elizabeth Caroline Bligh*, and to each and every of such other Daughters as might thereafter be born to him,

First Codicil,
dated 18th
July 1833.

Second
Codicil,
dated 23d
July 1834.

as

Third Codicil;
no Date.

as in his said Will mentioned, and in lieu thereof he gave and bequeathed unto his said Daughters Lady *Elizabeth Caroline Bligh* and Lady *Emma Bess Bligh*, and to each and every of such other Daughter and Daughters as might thereafter be born to him, the Sum of Five thousand Pounds, in addition to their respective Portions provided for his younger Children by his said Marriage Settlement; and he did thereby also revoke the Appointment of the said *John Parnell* and *William Wingfield* to be the Guardians of his Children in the Events mentioned in his said Will, and he did by the now-reciting Codicil appoint the Right Reverend Father in God *Charles Thomas*, now Lord Bishop of *Ripon*, then the Reverend *Charles Thomas Longley* of *Harrow* in the County of *Middlesex*, Doctor in Divinity, to be joint Guardian with his (the Testator's) said Wife and his said Brother *John Duncan Bligh* of the Persons and Fortunes of his Children during their respective Minorities; and he did thereby direct his Trustees and Executors, in the event of his (the said Testator's) Death before his Godson *Edward Stokes* attained the Age of Twenty-one Years, to apply a sufficient Part of the Rents, Issues, and Profits of his said Real and Personal Estate, not exceeding the Sum of One hundred Pounds *per Annum*, for the Purpose of defraying the Expence of his Maintenance and Education until he attained that Age: And whereas by a further Codicil to his said Will, and which Codicil was without a Date, the said Testator bequeathed the further pecuniary Legacy therein mentioned unto one of his younger Sons, and therein named: And whereas the said *Edward Earl of Darnley*, on or about the Twenty-sixth Day of *July* One thousand eight hundred and twenty-five, intermarried with *Emma Jane Parnell*: And whereas the said *Edward Earl of Darnley* the Testator departed this Life on or about the Eleventh Day of *February* One thousand eight hundred and thirty-five without having revoked or altered his said Will, except by the said Codicils and in manner aforesaid, leaving his eldest Son the said *John Stuart Lord Clifton* him surviving, who thereupon succeeded to the Titles of Earl of *Darnley* and Baron *Clifton*, and became and now is the Right Honourable *John Stuart Earl of Darnley* and Baron *Clifton*; and the said Will and Codicils of the said *Edward* late Earl of *Darnley* were, on or about the Nineteenth Day of *June* One thousand eight hundred and thirty-five, duly proved in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the Right Honourable *Elizabeth* late Countess of *Darnley* (the Mother of the said *Edward* late Earl of *Darnley*) departed this Life on or about the Twenty-second Day of *December* One thousand eight hundred and thirty-one: And whereas the said *Edward Earl of Darnley* left Issue living at his Decease (and who are still living) Three Sons, namely, the said *John Stuart Earl of Darnley* his eldest Son, an Infant, and now of the Age of Twelve Years or thereabouts, and the Honourable *Edward Vesey Bligh* his Second Son, also an Infant, and now of the Age of Ten Years or thereabouts, and the Honourable *Henry Bligh* his Third and only other Son, also an Infant, and now of the Age of Five Years or thereabouts: And whereas the said Annuity so bequeathed to the said *Emma Jane* Countess of *Darnley* for her Life, and the said Sum of Twenty thousand Pounds so bequeathed to the said *John Duncan Bligh*, and raiseable under the said Term of Two thousand

thousand Years, and the Trusts thereof, are now the only Incumbrances on that Term, so far as such Term relates to such of the said devised Estates late of the said Testator as are situate in *Great Britain*, the other Incumbrances created by the said Will, and directed to be raised under the Trusts of that Term, and hereinbefore mentioned, having either ceased upon the Decease of the said *Elizabeth* late Countess of *Darnley*, or been revoked by the said Testator in manner aforesaid: And whereas the several Legacies and Bequests given by the said Testator's Will and Codicils have been duly paid and satisfied, save and except the said Legacies to the said Testator's younger Children, and the Bequest for the Benefit of the said *Edward Stokes*: And whereas Part of the Hereditaments devised by the said Will consist of certain Pieces or Parcels of Land situate and being at or near the Town of *Gravesend* and in the Parish of *Gravesend* in the County of *Kent*, and are more particularly described in the Schedule to this Act, and the same Lands and Hereditaments are conveniently and eligibly situated for building thereon, and are capable of being much improved, and their Value would be greatly increased if Building Leases could be granted thereof; but by reason of the Devises and Limitations contained in the said Will, and by reason also of the said Will and Codicils not containing any Power to grant Leases, the said Lands and Hereditaments cannot be effectually let or improved; and it is expedient, and would be highly beneficial to the said *John Stuart* Earl of *Darnley* and to the Son of the said Testator, who would become entitled in case the said *John Stuart* Earl of *Darnley* should not attain the Age of Twenty-one Years, as well as increase the Fund for the Payment of the said Annuity of Five hundred Pounds, and the Payment of the said Sum of Twenty thousand Pounds, if Power were given to lease all or any Part or Parts of the said Lands and Hereditaments described in the Schedule to this Act for the Purpose of building upon and improving the same in the Manner and with or subject to the Provisions herein-after contained: But inasmuch as such beneficial Purposes cannot be accomplished without the Aid and Authority of Parliament; therefore Your Majesty's most dutiful and loyal Subjects the said *Emma Jane* Countess of *Darnley*, *John Duncan Bligh*, and *Charles Thomas* Lord Bishop of *Ripon*, the Guardians, and on the Behalf of the said *John Stuart* Earl of *Darnley*, *Edward Vesey*, *Bligh*, *Henry Bligh*, *Elizabeth Caroline Bligh*, and *Emma Bess Bligh*, Infants, and the said *Emma Jane* Countess of *Darnley* and *John Duncan Bligh* on behalf of themselves, and the Reverend *John Stokes* on behalf of his Son *Edward Stokes*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That in the Construction of this Act Words importing the Masculine Gender shall extend and be applied to Females as well as Males, and Words importing the Singular Number only shall extend and be applied to several Persons or Things as well as to one Person or Thing, and Words importing the Plural Number only shall extend and be applied to one Person or Thing as well as to several Persons

Meaning of
Words in this
Act.

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or Things, unless there be something in the Subject or Context repugnant to such Construction as aforesaid.

Power for
Guardians of
the Infants
to demise or
lease Lands
described in
the Sched-
ule.

II. And be it further enacted, That it shall be lawful for the said *Emma Jane* Countess of *Darnley*, *John Duncan Bligh*, and *Thomas* Lord Bishop of *Ripon*, any or either of them, and after the Death of the Guardian or Guardians for the Time being of the said *John Stuart* Earl of *Darnley* thenceforth during his Minority, and in case of his Death under the Age of Twenty-one Years then for the Guardian or Guardians for the Time being of such Son of the said *Edward* late Earl of *Darnley* as shall be entitled in that Event under his said Will, and during his Minority, (whether such Guardian or Guardians be testamentary or be appointed by the Authority of the Court of Chancery,) by Indenture to be sealed and delivered in the Presence of One or more than One Witness, from Time to Time to demise or lease all or any Part of the several Lands and Hereditaments described in the Schedule to this Act, together with their Appurtenances, for any Term or Number of Years not exceeding Ninety-nine Years, to be computed from the Date of the Lease, and to take effect in every Case in Possession, to any Persons who shall be willing to erect and build or who shall have contracted to erect or build any Houses or Buildings on the Land or Ground proposed to be demised, or any Part thereof, or to improve or repair any Houses or Buildings on the said Land or Ground or any Part thereof, or to erect or build any other Houses or Buildings in lieu thereof or in addition thereto, or who shall be willing to annex any Part of the said Land or Ground for Gardens, Yards, and other Conveniences to Buildings erected and built on the said Land or Ground, or any Part thereof, or any adjoining Land or Ground, or otherwise to improve the said Premises or any Part thereof; and either with or without Liberty for the Lessees to take down Buildings standing on the Land or Ground in such Leases respectively to be comprised, and to apply or dispose of the Materials thereof in such Manner and to such Purposes as shall be agreed upon; and with or without Liberty for the Lessees to set out and allot any Parts of the Land or Ground to be comprised in such Leases as and for the Site of Streets, Squares, or other Spaces of Grounds, Roads, Ways, Avenues, Passages, Sewers, Drains, Walls, Fences, Piers, Esplanades, Jetties, or otherwise, for the Use and Convenience of individual Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement of the Premises; and also with or without Liberty for the Lessees to dig and make, in and under any of the Land or Ground which may be set out and allotted for Streets, Squares, Roads, Ways, Avenues, or Passages, Esplanades, Piers, or Jetties as aforesaid, any Arches, Cellars, or other Easements to any Houses or Buildings; and also with or without Liberty for the Lessees to dig, and to use or carry away, in and upon or out of the Land or Ground to be comprised in their respective Leases, such Stone, Slate, Earth, Clay, Sand, Loam, or Gravel as it shall be necessary or convenient to use, or to remove for effecting any of the Purposes aforesaid, and also to dig and excavate any Earth, Clay, or Sand out of any convenient Part of the Premises to be comprised in such Leases,

Leases, and to manufacture the same into Bricks or Tiles; and also with or without any such other Liberties or Privileges as to the Person for the Time being exercising this present Power shall seem reasonable, and which are usual in Leases of a similar Description; so as in every such Lease there be reserved and made payable (except in those Cases in which a Peppercorn Rent may be reserved according to the Provisions herein-after contained,) the best yearly Rent that can be reasonably had or gotten for the same, to be made payable by half-yearly or quarterly Payments; and so as every such Lease be made without taking for or in respect of making the same any Fine, Premium, or Foregift, or any thing in the Nature of a Fine, Premium, or Foregift, beyond the Money to be expended by the Lessee in building upon, repairing, or improving the Premises; and so as in every such Lease made for the Purposes of having Buildings finished or erected and built there be contained a Covenant on the Part of the Lessee substantially to build and finish the Houses or other Buildings, and also to make and complete the Squares, Esplanades, Piers, and Jetties and other Conveniences, to be mentioned or referred to in the said Leases, and which it may be agreed to erect and build, make and complete, on the Premises, and that within a Time to be specified for that Purpose in the said Leases, and to maintain and to keep in repair during the Term such Houses and other Buildings, Squares, Esplanades, Piers, and Jetties; and so as in every such Lease made for the Purpose of having Buildings repaired or rebuilt there be contained a Covenant on the Part of the Lessee substantially to rebuild or repair the same within a Term to be specified for that Purpose, and to keep in repair during the Term the Houses and other Buildings agreed to be rebuilt or repaired; and so as in every Lease, whether for rebuilding or repairing or otherwise, there be contained on the Part of the Lessee a Covenant for the due Payment of the Rent to be thereby reserved, (unless the same shall be a Peppercorn Rent,) and of all Taxes, Charges, Rates, Assessments, and Impositions affecting the same, and also a Covenant for insuring and keeping insured during the Term the Houses and Buildings erected and built and to be erected and built, or improved, on the Premises, from Loss or Damage by Fire, to the Amount of Four Fifths at least of the Value thereof, in some One or more of the public Offices for Insurance against Fire in *London* or *Westminster*, or in the County of *Kent*, and to lay out the Money to be received by virtue of such Insurance, and all such further Sums of Money as shall be necessary, in substantially rebuilding, repairing, and reinstating the Houses or Buildings which shall be damaged or destroyed by Fire, and also a Covenant to surrender or deliver Possession of and to leave the Houses or other Buildings to be erected and built or repaired on the Premises, and other the Premises comprised in such Lease, in good Repair, on the Expiration or other sooner Determination of the Term to be thereby granted; and so as in every such Lease there be contained a Power for the Lessor, or other the Person for the Time being entitled, whether in Equity or at Law, to the demised Premises subject to the Term to be thereby granted, or his Servants and Agents, to enter upon the Premises in order to inspect the Condition thereof, and for any other Purpose to be therein specified, and also a Proviso or Condition for Re-entry on the Nonpayment of the Rent to be thereby reserved (unless in
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the Case of a Peppercorn Rent,) for any Space not exceeding Thirty Days next after the same Rent shall become payable, and in case there shall not at the Time be a Distress or Distresses found on the demised Premises sufficient to pay the Rent then due, and the Costs of such Distress or Distresses, and also a Proviso or Condition for Re-entry for Nonperformance or Nonobservance of any of the Covenants, Provisoes, and Conditions to be therein contained on the Part of the Lessee, his Executors, Administrators, or Assigns; and either with or without a Proviso (as to the Person making each such Lease shall seem fit) that no Breach of any of the Covenants, Provisoes, and Conditions to be therein contained (except of the Covenant for Payment of the Rent, and of such other Covenant, Proviso, or Condition (if any) as may be agreed upon between the Parties to be so excepted,) shall occasion any Forfeiture of such Lease or of the Term thereby granted, or give any Right of Re-entry, unless and until Judgment shall have been obtained in any Action for such Breach of Covenant, and unless the Damages and Costs to be recovered in such Action shall have remained unpaid for the Space of not exceeding Three Calendar Months after Judgment shall have been obtained in such Action; and in such Lease there may be contained any other Covenants, Conditions, Provisoes, Agreements, and Restrictions as from the Nature of the Case may appear to be reasonable or proper to the Person making such Lease; and so that the respective Lessees execute Counterparts of their respective Leases (the Mention of which Counterpart in any such Lease shall for the Purposes of this Act be conclusive Evidence of the same Counterpart); and so as such respective Lessees pay all Expences of and incident to such Leases and Counterparts thereof.

Power to appropriate any Part for Streets, &c.

III. Provided always, and be it further enacted, That it shall be lawful for the Person for the Time being empowered to grant such Leases as aforesaid to lay out and appropriate, or cause to be laid out and appropriated, any Part of the Land or Ground so authorized to be leased as aforesaid as and for Ways, Streets, Roads, Squares, Circuses, Pleasure Grounds, Promenades, Avenues, Passages, Walls, Sewers, Fences, Piers, Jetties, or other Conveniences for the Accommodation of the Tenants or Occupiers of the Premises, or for the general Improvement of the Estate, in such Manner and upon such Terms, and either subject to or without being subject to any annual or other Payments by the respective Lessees or Occupiers of Premises and Buildings to be erected as aforesaid, as shall be mentioned and agreed upon either in the Lease so to be made as aforesaid, or in any general Deed to be executed for that Purpose by the Person who for the Time being shall be authorized to exercise the said Power of leasing.

Power to enter into Contracts for Leases, and to apportion Rent on Lease being granted.

IV. Provided also, and be it further enacted, That it shall be lawful for the Person for the Time being authorized to grant such Leases as aforesaid to enter into any Contract in Writing for granting Leases of the said Land or Ground herein-before authorized to be leased as aforesaid, with the Buildings, if any, which shall be standing thereon, or any Part thereof, pursuant to the Powers and subject to

the Restrictions herein-before contained, so far as the same shall be applicable, and to agree, (as and when any Land or Buildings so agreed to be let, or any Part thereof, shall be built upon, rebuilt, or repaired, laid out, formed, or improved, in the Manner and to the Extent to be stipulated in any such Contract,) by Indenture sealed and delivered as aforesaid, to demise and lease the Buildings and Grounds mentioned in such Contract, or any Part thereof, to the Person contracting to take the same, or to his Executors, Administrators, or Assigns, or to such other Person as he shall nominate in that Behalf, during the Remainder of the Term to be specified in such Contract, and in such Parcels, and under and subject to such Portion of the yearly Rent to be specified in such Contract, as shall be thought proper, but so nevertheless that if the yearly Rent to be reserved on any such Lease shall bear a greater Proportion to all the Rent in the Contract agreed to be reserved than the Quantity of Land to be comprised in such Lease shall bear to all the Land comprised in the Contract, then and in such Case the same Rent shall not exceed One Eighth Part of the clear yearly Rack Rent Value of the Land or Buildings to be comprised in such Lease when fit for Habitation and Use; and, if the Person entering into such Contract under the Authority of this Act shall think the same expedient, to agree that the full Rent specified in such Contract shall be reserved in the Leases to be granted of a given Quantity, to be specified in such Contract, of the Land or Ground thereby agreed to be demised, and that the Residue thereof shall be demised at the yearly Rent of a Peppercorn, either before or after the full Rent specified in such Contract shall have been reserved in any Lease to be granted, at such Time and in such Manner as may be thought proper; or if no given Quantity for such Purpose shall be specified in such Contract, to agree that when the full Rent agreed to be reserved shall have been reserved in the Lease granted of a competent Part of the said Land or Ground thereby agreed to be demised, the Residue thereof, if any, shall be demised by One or more than One Lease at the yearly Rent of a Peppercorn; and in case of Leases to be granted subject to the Rent of a Peppercorn to agree to grant the same either before or after the Land or Ground to be therein comprised shall have been built upon, laid out, or improved; and to agree that the yearly Rent agreed to be reserved in such Contract may be made to commence at such Period or Periods, within Three Years from the Date of such Contract, and may be made to increase periodically, beginning with such Portion of the full Rent thereby agreed to be paid as shall be thought advisable, increasing up to the full Rent, as shall be found convenient or thought proper, and as in such Contract shall be expressed, Regard being had to the Quantity of Land or Ground from Time to Time agreed to be demised, and the Progress of the Buildings stipulated to be erected thereon; and to agree that when and as any Lease shall be granted of any Part of the Hereditaments so contracted to be leased, the Hereditaments so for the Time being leased shall be discharged from such Contract, and that the Person with whom such Contract shall be entered into shall remain liable, in respect of such Part of the Hereditaments comprised in such Contract as shall not for the Time being be leased, to the Payment only of such

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Portion

Portion of the Rent by such Contract agreed to be paid as may be thought proper, and shall in such Contract be provided for; and also to agree that the Person with whom such Contract may be entered into may have, exercise, and enjoy all or any of the Liberties which are authorized to be granted to Lessees under the Power of leasing herein-before contained.

Contracts to contain Power of Re-entry in case of Non-fulfilment, and also a Clause that the Person to whom such Lease ought to be granted shall execute the same, and pay the Expenses.

V. Provided also, 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, with respect to such Part of the Lands and Buildings therein comprised and agreed to be let as shall not have been actually leased in pursuance of such Contract, and shall not be built on or repaired, laid out, formed, or improved, in the Manner in such Contract stipulated, and within a reasonable Time to be therein appointed, and also a Clause or Condition that the Person to whom such Lease ought to be granted pursuant to such Contract shall accept the same, and execute a Counterpart thereof, and pay the reasonable Charges of preparing the same within a reasonable Time to be appointed by such Contract, or that in default thereof such Contract, as to the Lands and Buildings not actually leased by virtue of the same Contract, shall be void; and every such Contract shall be binding, and shall be carried into effect by a Lease to be granted in pursuance of the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable.

Power to alter, release, or renew Contracts, &c.

VI. Provided always, and be it further enacted, That it shall be lawful for the Person for the Time being authorized to grant Leases under this Act from Time to Time to enter into any new Agreements with any Person with whom any Contract shall have been entered into by virtue of this Act, by way of Addition to or Alteration or Explanation of all or any of the Agreements in such Contract contained or to be contained, or to release the Person with whom any Contract shall have been entered into by virtue of this Act, and his Heirs, Executors, Administrators, or Assigns, of and from the Observance of all or any Part of his Contract, and if thought expedient to enter into any new Agreements with such Person, or his Executors, Administrators, or Assigns, in lieu of the Part of the same Contract which shall have been so released, or to accept or authorize a Surrender of all or any Part of the Hereditaments comprised in any such Contract, and that the Hereditaments so surrendered may be leased or contracted and agreed to be leased, and afterwards leased under the Powers of this Act, in the same Manner as if no Contract for leasing the same had been previously entered into or executed: Provided nevertheless, that the new Agreements hereby authorized to be made and entered into shall be in conformity to the Powers and Provisions of this Act.

Contracts to be no Part of Title after Leases granted.

VII. Provided also, and be it further enacted, That after any Lease shall have been executed the Contract for such Lease shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of the same Lease.

VIII. Pro-

VIII. Provided also, and be it further enacted, That no Lease or Contract to be made by virtue of the Provisions herein-before contained shall be void or invalid, or defeasible or questionable, on the Ground that the Right of Entry or Re-entry for Nonpayment of Rent, or for the Breach of all or any of the Stipulations, Covenants, and Agreements to be therein contained, shall be confined by any Terms restricting the same to the Part of the Hereditaments leased or agreed to be leased where the Breach or Default in the Lessee's Covenant may have been committed, or by any other Terms restricting the Right of Entry to a Part only of the Buildings, Lands, or Tenements to be leased or agreed to be leased by any such Lease or Contract; and that, notwithstanding the Avoidance of any Lease or Contract as aforesaid for the Breach of any such Stipulations, Covenants, or Agreements as to Part only of the Buildings, Lands, or Tenements thereby leased or agreed to be leased, the Condition of Re-entry shall remain and be in full Force as to any Buildings, Lands, or Hereditaments which from Time to Time shall continue to be held under or by virtue of the same Lease or Contract; and for this Purpose every such Condition may (if the Person for the Time being enabled by this Act to grant or enter into such Leases or Contracts as aforesaid shall so deem it expedient) be made apportionable, and shall have effect according to the Intentions of the Parties as expressed in any such Lease or Contract accordingly.

Proviso for Re-entry to be apportionable according to the Agreement of the Parties.

IX. And be it further enacted, That it shall be lawful for the Person who from Time to Time shall for the Time being be authorized to grant Leases by virtue of this Act at any Time or Times to accept or authorize a Surrender of any Lease or Agreement for Lease of any Premises comprised in the Schedule to this Act, and which may have been granted pursuant to or previously to the passing of this Act, and upon any such Surrender to grant Leases and enter into Contracts for granting Leases, under the Powers and Authorities herein-before contained, of the Hereditaments comprised in the Lease so to be surrendered, or any Part thereof, either alone, or together with any other Part of the Buildings, Lands, and Grounds which are hereby authorized to be leased as aforesaid, making due Allowance, in regulating the Terms upon which Leases shall be granted or agreed to be granted, for the Value, if any, of the Estate and Interest which shall have been so surrendered in the Hereditaments so leased or agreed to be leased, or any Part thereof; and also that if Possession of the Hereditaments comprised in any Lease or Contract to be made or entered into pursuant to this Act shall be resumed, or the same Hereditaments shall be entered upon or recovered, under and by virtue of any Condition of Re-entry in such Lease or Contract contained, or otherwise, then and in every such Case it shall be lawful for the Person who for the Time being shall be authorized to grant Leases under this Act to grant Leases or enter into Contracts for the granting of Leases, and afterwards to grant Leases, of the same Hereditaments, under the Powers and Authorities herein-before contained, in the same Manner as if no Lease or Contract for Leases thereof had been previously granted.

Authorizing Surrender of Leases or Agreements granted previously to this Act, and the re-demising of the Premises so surrendered, and also of any Premises the Leases of which may have been avoided by Re-entry.

X. Saving

General Saving of Rights, except Persons claiming under Will, or as Heir at Law or Customary Heir of the late Earl of Darnley.

X. Saving always to the Queen's most Excellent Majesty, and to all Persons and Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except to every Person claiming or who shall or may claim originally or derivatively through or under the said Will and Codicils of the said Testator *Edward* late Earl of *Darnley*, or as his Heir at Law or Customary Heir,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever in, to, or out of the said Hereditaments mentioned in the Schedule to this Act annexed, or any Part thereof, as they or any of them had before the passing of this Act, or would, could, or might have had or enjoyed in case this Act had not been passed.

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

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

SCHEDULE to which the foregoing Act refers.

Parish and County.	Description of Property.	Tenants.	Quantity.		
<i>Lands, et cetera, on the South Side of the High Road leading from Gravesend to London.</i>					
Parish of Gravesend, County of Kent.	Farm called the Manor Farm, House, Buildings, Yard, Garden, Pond, et cetera, being the Homestead of Manor Farm.	Thomas and John Elliott.	A.	R.	P.
	Orchard - - - - -	Ditto - - - - -	1	1	22
	Arable called Twelve Acres -	Ditto - - - - -	1	1	14
	Meadow - - - - -	Ditto - - - - -	13	0	24
	Arable called Footpath Field -	Ditto - - - - -	5	3	14
	Arable Field (late Brenchley) -	Ditto - - - - -	17	2	25
	Arable called Eleven Acres -	Ditto - - - - -	5	0	27
	Arable called White Post Field -	Ditto - - - - -	11	0	36
	Arable called Five Acres -	Ditto - - - - -	8	3	29
	Part of Arable called Cove Field.	Charles Becket	4	3	38
	Ditto Ditto Ditto -	Representatives of the late Henry Cove.	6	1	1
	Fruit Garden, Premises, et cetera -	Ditto - - - - -	7	2	18
	Arable called Bowles' Field -	Ditto - - - - -	4	3	37
	Small Gardens - - - - -	Ditto - - - - -	3	0	28
	Carpenter's Shop, Plot, et cetera, -	Ditto - - - - -	1	3	35
	Arable called Cemetery Field -	James Gould - - -	0	0	37
	Arable called Broom Field or Prince of Orange Field.	William Hubble - -	20	1	22
	Pound Field - - - - -	John Wood - - - -	14	3	30
Four Houses, Gardens, et cetera, Numbers One, Two, Three, and Four, Woodville Terrace.	Assignees of William Wood, a Bankrupt.	1	2	9	
A Plot of Building Ground -	Reverend Edward Irish, John Kedgell, Reverend R. S. Joynes, D.D., Robert Coles Arnold.	0	2	22	
A small Plot where the Pound stands.	Assignees of William Wood.	0	0	27	
	- - - - -	0	0	2	
		131	2	17	

Parish and County.	Description of Property.	Tenants.	Quantity.	
<i>Lands, et cetera, on the North Side of the High Road leading from Gravesend to London.</i>				
Parish of Gravesend, County of Kent.	Building Ground - - -	The Representatives of Samuel Mann.	A. R. P. 1 0 0	
	Ditto Ditto - - -	Gravesend and Milton Gas Light Company.	0 0 33	
	Wharf, Warehouses, Rope-walk, Building Ground, et cetera.	William Ditchburn -	4 0 0	
	The Baths, Garden, Buildings, and Building Ground.	Henry Ditchburn -	2 3 38	
	Chalk Pit, Limekilns, Public House, Mansion House, Garden, Plantations, et cetera.	William Gladdish -	18 0 23	
	Pasture called West Field - -	Ditto - - -	2 2 6	
	Plantation - - -	Ditto - - -	0 0 26	
	Garden - - -	Ditto - - -	0 0 14	
	Three Houses and Gardens, Numbers One, Two, and Three, in Darnley Terrace.	Fanny Johnson, Edward Davis, Francis Bedford.	0 1 7	
	Three Houses and Gardens, Numbers Four, Five, and Six, in Darnley Terrace.	No. 4 empty, Sarah Alexander, Mrs. Hearn.	0 1 8	
	Pasture called East Field - -	William Gladdish -	* 2 2 37	
	Pasture called Town Field - -	In hand, and William Gladdish.	4 0 2	
	Arable called Wheat Field (Newman's).	William Gladdish -	2 1 37	
	Arable called Potato Field -	In hand - - -	4 2 20	
	Arable called Gravesend Fair Field.	In hand - - -	8 0 34	
	Pasture called Lodge Field -	Thomas Seagur -	0 3 18	
	A Cottage and Garden - - -	John Staines - -	0 0 11	
	Six Houses, with Yards and Garden, Numbers Forty-eight, Forty-nine, Fifty, Fifty-one, Fifty-two, and Fifty-three, on the West Side of Bath Street.	John Botham, Jane Marshall, Elizabeth Lyons, Mary Ann Francis, James Simpson, Elizabeth Hodson.	0 0 34	
	Boat-building Shop, Boat Yard, Sheds, Blacksmith's Shop, et cetera.	George Bauekham -	0 1 34	
				53 1 22
	Lands, et cetera, on the South Side of High Road - -			131 2 17
	Total - -			184 3 39

Robert Forster.

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