



ANNO QUINTO & SEXTO

VICTORIÆ REGINÆ.

Cap. 31.

An Act to extend a Power of leasing contained in the Marriage Settlement of *Charles Lord Southampton* and *Harriet Lady Southampton* his Wife. [30th July 1842.]

WHEREAS by Indentures of Lease and Release bearing Date respectively the Twentieth and Twenty-first Days of *February* One thousand eight hundred and twenty-six, the Release being made or expressed to be made between the Right Honourable *Charles Lord Southampton* of the First Part, the Right Honourable *Frances Isabella Dowager Baroness Southampton*, the Mother of the said *Charles Lord Southampton*, Widow and Relict of the late Right Honourable *George Ferdinand Lord Southampton*, Father of the said *Charles Lord Southampton*, of the Second Part, *Harriet Stanhope* of *Curzon Street, May Fair*, in the County of *Middlesex*, Spinster, Daughter of the Honourable *Henry Fitzroy Stanhope* of *Curzon Street* aforesaid, of the Third Part; *John Drummond* of *Charing Cross, Westminster*, in the County of *Middlesex*, Esquire, and *Henry Richard Cox* of *Grosvenor Place* in the County of *Middlesex*, Esquire, of the Fourth Part, *Henry Seymour* of *Abingdon Street, Westminster*, in the County of *Middlesex*, Esquire, and *John Hensley Allen* of *Cresselly* in the County of *Pembroke*, Esquire, of the Fifth Part, the Right Honourable *William Philip Earl of Sefton* and
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Indentures
of 20th and
21st Feb.
1826,
Marriage
Settlement.

Robert Henry Stanhope of *Curzon Street* aforesaid, Esquire, a Lieutenant in the Royal Navy, of the Sixth Part, and the Honourable *Leicester Fitzgerald Charles Stanhope* of *Harrington House* in the Parish of *Saint James Westminster* in the County of *Middlesex*, and *Andrew Robert Drummond* of *Charing Cross* aforesaid, Esquire, of the Seventh Part (being a Settlement executed in consideration of the Marriage then intended to be solemnized between the said *Charles Lord Southampton* and *Harriet Stanhope*), all and singular the Messuages, Dwelling Houses, and other Erections and Buildings, and Pieces or Parcels of Building Ground situate, standing, lying, or being in the several Streets, Squares, and Places following; (that was to say,) the *New Road*, *Tottenham Court Road*, *Pancras Street*, *Upper Thornhaugh Street*, *Upper Chenies Mews*, *Upper Gower Street*, *Gower Mews* Eastward of *Upper Gower Street*, *Grafton Street*, *Midford Place*, the North Side of *London Street*, the East Side of *Cleveland Street*, *Hertford Street*, *Conway Street*, *Fitzroy Square*, *Fitzroy Street*, *Upper Fitzroy Street*, *Fitzroy Market*, *Warren Street* West of *Tottenham Court Road*, *Upper Conway Street*, *Hertford Mews*, *Warren Mews*, *Richardson's Mews*, *Tottenham Place*, *Beaumont Place*, *Gower Street North*, *Gower Place*, *Little Gower Place*, *Euston Square* Southward of the *New Road*, *William Street* Southward of *Euston Square*, *Georgiana Street*, *Endsleigh Street*, *Upper Woburn Place*, the North and West Sides of *Woburn Buildings*, *Euston Square* Northward of the *New Road*, *Seymour Place*, *North Wellesley Street*, *Southampton Crescent*, *Seymour Street*, *Drummond Street*, *Little Drummond Street*, *Drummond Crescent*, *Duke Street*, *Seymour Crescent*, *Euston Mews East*, *Euston Grove*, *Whittlebury Street*, *Euston Crescent*, *Euston Mews West*, *Euston Street*, *Crescent Street*, *Coburg Street*, *Euston Mews*, *Southampton Mews*, *Southampton Buildings*, *George Street*, *Charles Street East*, *Exmouth Street*, *Little Exmouth Street*, *Little George Street*, the *Hampstead Road*, *Brook Street*, *Mary Street*, *Eden Street*, *Henry Street*, *Fitzroy Place*, *Little Brook Street*, *Charles Street*, *Little Charles Street*, *Frederick Street*, *William Street* Westward of the *Hampstead Road*, *Robert Street*, *Edward Street*, *Mornington Crescent*, *Crescent Place*, *Southampton Street*, *Arlington Street*, *Caroline Street*, *Grove Street* Southward of *Park Street*, *Warren Street* Eastward of *Grove Street*, *Clarendon Street*, the South Side of *Park Street*, and *York Street*, in the Parish of *Saint Pancras* in the County of *Middlesex*, and which were particularly delineated and described by being coloured Red and Green on the Plan or Ground Plot annexed to the Indenture of Release now in recital, and nearly the whole of which said several Messuages and other Buildings and Ground were then let or agreed to be let upon Building or other Leases or Contracts for Leases, or from Year to Year, at yearly Rents, which at that Time amounted in the whole to the Sum of Nine thousand five hundred and seventy-one Pounds Nineteen Shillings and Eight-pence, and the whole of the said Messuages, Buildings, Ground, and Hereditaments constituted Part of the Estate belonging to the Prebend Manor of *Tottenham Hall* otherwise *Tottenham Court*, or the Demesnes thereof, together with all and singular Houses, Outhouses, Barns, Stables, Edifices, Buildings, Yards, Gardens, Orchards, Trees, Hedges, Ditches, Walls, Fences, Ways, Paths, Passages, Drains, Waters, Watercourses, Lights, Easements, Profits, Advantages, Emoluments,

luments, Rights, Hereditaments, and Appurtenances whatsoever to the said Messuages, Buildings, Ground, and Hereditaments, or any of them, or any Part thereof, in anywise belonging, incident, or annexed, or with or to the same respectively then held, letten, occupied, possessed, or enjoyed, or accepted, reputed, deemed, taken, or known to belong or appertain, were conveyed unto the said *John Drummond* and *Henry Richard Cox*, and their Heirs, to the Use of the said *Charles Lord Southampton* and his Heirs in the meantime until the said then intended Marriage between the said *Charles Lord Southampton* and the said *Harriet Stanhope* should be had and solemnized, and from and immediately after the Solemnization thereof to and for the several Uses, Ends, Intents, and Purposes, and with, under, and subject to the several Trusts, Powers, Provisoos, Charges, and Limitations in the Indenture of Release now in recital limited, expressed, declared, and contained, and in part herein-after mentioned or referred to concerning the same; (that was to say,) to the Use, Intent, and Purpose that the said *Frances Isabella Dowager Lady Southampton*, and her Assigns, should and might thenceforth during the Term of her natural Life have, receive, and take (in lieu and satisfaction of and for a certain Annuity or yearly Rent-charge of Five hundred Pounds therein-before mentioned to be payable to her by way of Jointure under and by virtue of a certain Indenture bearing Date the Second Day of *December* One thousand eight hundred and two, and recited in the Indenture of Release now in recital,) One annual Rent-charge or yearly Sum of Two thousand Pounds, to be charged and chargeable upon and issuing and payable from and out of all and singular the said Messuages, Buildings, Ground, and Hereditaments on the Days and in manner therein mentioned, with usual Powers of Distress and Entry and Detention of the Possession, and Perception of the Rents and Profits of the said Hereditaments for recovering and compelling Payment of the said annual Rent-charge or yearly Sum when in arrear; and as to the said Messuages, Buildings, Ground, and Hereditaments, subject to and charged and chargeable with the Payment of the said annual Rent-charge or yearly Sum of Two thousand Pounds, and the Remedies and Powers therein-before limited or provided for securing and enforcing the Payment and Recovery thereof as aforesaid, and without prejudice thereto, to the Use of the said *Henry Seymour* and *John Hensley Allen*, their Executors, Administrators, and Assigns, for and during the Term of Eighty Years thenceforth next ensuing, and fully to be complete and ended, without Impeachment of or for any Manner of Waste, nevertheless upon the Trusts and to and for the Ends, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Agreements therein-after expressed and declared of and concerning the same Term, with Remainder to the Use of the said *Charles Lord Southampton*, and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste, with Remainder to the Use of the said *John Drummond* and *Henry Richard Cox*, and their Heirs, during the natural Life of the said *Charles Lord Southampton*, upon Trust to preserve the contingent Uses and Estates therein-after limited; with Remainder to the Use, Intent, and Purpose that in case the said *Frances Isabella Dowager Lady Southampton* and the said *Harriet Stanhope*

Stanhope should both survive the said *Charles Lord Southampton*, the said *Harriet Stanhope* and her Assigns might, from and after the Decease of the said *Charles Lord Southampton*, and thenceforth during the Term of the joint natural Lives of the said *Frances Isabella Dowager Lady Southampton* and her the said *Harriet Stanhope* have, receive, and take One annual Rent-charge or yearly Sum of Two thousand five hundred Pounds, to be charged and chargeable upon and issuing and payable from and out of all and singular the said Messuages, Buildings, Grounds, and Hereditaments thereby settled or expressed and intended so to be, on the Days and in manner therein mentioned; and to this further Use, Intent, and Purpose, that in case the said *Harriet Stanhope* should survive both of them the said *Frances Isabella Dowager Lady Southampton* and *Charles Lord Southampton*, the said *Harriet Stanhope* and her Assigns might, from and immediately after the Decease of the Survivor of them the said *Frances Isabella Dowager Lady Southampton* and *Charles Lord Southampton*, have, receive, and take, for and during the Term of the natural Life of her the said *Harriet Stanhope*, One annual Rent-charge or yearly Sum of Three thousand Pounds, to be charged and chargeable upon and issuing and payable from and out of all and singular the said Messuages, Buildings, Ground, and Hereditaments thereby settled or expressed or intended so to be, on the Days and in manner therein mentioned, the several yearly Rent-charges of Two thousand five hundred Pounds and Three thousand Pounds respectively therein-before limited to the said *Harriet Stanhope*, during the respective Periods aforesaid, to be for her Jointure and in bar of Dower, with usual Powers of Distress and Entry, and Detention of the Possession, and Perception of the Rents and Profits of the said Hereditaments, for recovering and compelling Payment of the same annual Rent-charges or yearly Sums of Two thousand five hundred Pounds and Three thousand Pounds respectively when in arrear; and subject to and charged and chargeable with the Payment of the said several annual Rent-charges or yearly Sums of Two thousand five hundred Pounds and Three thousand Pounds during the Continuance thereof respectively, and the Remedies and Powers therein-before limited or provided for securing and enforcing the Payment and Recovery thereof as aforesaid, and without prejudice thereto, to the Use of the said *William Philip Earl of Sefton* and *Robert Henry Stanhope*, their Executors, Administrators, and Assigns, for and during the Term of One hundred Years, to commence and be computed from the Day of the Decease of the said *Charles Lord Southampton*, without Impeachment of or for any Manner of Waste, nevertheless upon the Trusts, and to and for the Ends, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Agreements therein-after expressed and declared concerning the same Term; with Remainder to the Use of the said *Leicester Fitzgerald Charles Stanhope* and *Andrew Robert Drummond*, their Executors, Administrators, and Assigns, for the Term of One thousand two hundred Years, to be computed from the Day of the Decease of the said *Charles Lord Southampton*, without Impeachment of Waste, nevertheless upon the Trusts and for the Purposes, and with, under, and subject to the several Powers, Provisoos, and Limitations therein-after expressed or declared concerning the same; with Remainder to the Use

Use of the First Son of the Body of the said *Charles Lord Southampton* on the Body of the said *Harriet Stanhope* to be begotten, in Tail Male, with Remainder to the Use of the Second, Third, and every other Son of the Body of the said *Charles Lord Southampton* on the Body of the said *Harriet Stanhope* to be begotten, successively in Tail Male, with Remainder to the Use of the right Heirs of the said *Charles Lord Southampton* for ever; and it was by the Indenture of Release now in recital agreed and declared that the said Messuages, Building Ground, and other Hereditaments therein-before limited in Use to the said *Henry Seymour* and *John Hensley Allen*, their Executors, Administrators, and Assigns, for the said Term of Eighty Years, were so limited to them upon the Trusts in the same Indenture mentioned, for better securing the Payment of the said Annuity or yearly Rent-charge of Two thousand Pounds therein-before limited to the said *Frances Isabella Dowager Lady Southampton*; and it was by the Indenture of Release now in recital declared and agreed that the said Messuages, Buildings, Ground, and other Hereditaments therein-before limited in Use to the said *William Philip Earl of Sefton* and *Robert Henry Stanhope*, their Executors, Administrators, and Assigns, for the said Term of One hundred Years, were so limited to them upon the Trusts in the same Indenture mentioned for better securing the Payment of the said Annuities or yearly Rent-charges of Two thousand five hundred Pounds and Three thousand Pounds therein-before limited to the said *Harriet Stanhope*; and as to and concerning the said Term of One thousand two hundred Years by the Indenture of Release now in recital limited in Use to the said *Leicester Fitzgerald Charles Stanhope* and *Andrew Robert Drummond*, it was by the same Indenture agreed and declared that the same Term was so limited upon the Trusts following; (that is to say,) in case the said then intended Marriage between the said *Charles Lord Southampton* and *Harriet Stanhope* should take effect, and there should be Issue of the said intended Marriage an eldest or only Son for the Time being entitled to the first Estate or Remainder in Tail Male by virtue of or under the Limitations therein-before contained, and Three or more other Children, each of whom, being a younger Son, should attain the Age of Twenty-one Years without becoming an eldest or only Son entitled as aforesaid, and each of whom, being a Daughter, should attain that Age, or be married under that Age with the previous Consent in Writing of her Guardian or Guardians for the Time being, that the said *Leicester Fitzgerald Charles Stanhope* and *Andrew Robert Drummond*, or the Survivor of them, his Executors or Administrators, should, by Demise, Mortgage, and Sale of all or any of the said Messuages, Buildings, Ground, and Hereditaments comprised in the said Term of One thousand two hundred Years for all or any Part of the said Term, or by and out of the Rents, Issues, and Profits of the same Hereditaments, or by all or any of those Ways or Means, or by such other lawful Ways or Means as to such Trustees should seem proper and expedient, raise and levy, by way of additional Portions for such younger Children, whether Sons or Daughters, such Sum of Money as was therein-after expressed; (that was to say,) if there should be Three such Children, the Sum of Ten thousand Pounds of lawful Money of *Great Britain*, and if there should be Four or more such Children, the Sum of Twenty-five thousand Pounds of like lawful

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Money, together with Interest for the same, from the Time when the same should become actually raisable until the actual Payment thereof, after the Rate of Four Pounds *per Centum per Annum*; and upon further Trust, in case the said *Charles Lord Southampton* should leave Issue by the said *Harriet Stanhope*, his intended Wife, (besides an eldest or only Son entitled as aforesaid) Three or more other Children, that the said *Leicester Fitzgerald Charles Stanhope* and *Andrew Robert Drummond*, or the Survivor of them, his Executors or Administrators, should from and after the Decease of the said *Charles Lord Southampton*, and from Time to Time, so long as there should be any Principal Sum of Money contingently raisable for additional Portions under the Trusts of the said Term of One thousand two hundred Years, by and out of the Rents, Issues, and Profits of the said Messuages and other Hereditaments therein comprised, levy and raise such yearly Sum of Money by way of additional Maintenance for such younger Children, not exceeding the Amount of Interest upon the Principal Sum so contingently raisable for the Time being after the Rate of Four Pounds *per Cent. per Annum*, as the said *Charles Lord Southampton* should, by any Writing revocable or irrevocable, to be signed by him in the Presence of and attested by Two or more credible Witnesses, direct or appoint, and for Want of such Appointment as the Trustees or Trustee for the Time being of the said Term of One thousand two hundred Years should think necessary; and upon Trust that the Trustees or Trustee for the Time being of the said Term of One thousand two hundred Years should from Time to Time permit and suffer the yearly Rents, Issues, and Profits of the said Messuages, Buildings, Lands, and Hereditaments, or the clear Surplus thereof which should remain after answering the Trusts and Purposes aforesaid, to be had, received, and enjoyed by the Person or Persons who should for the Time being be entitled to the said Messuages, Buildings, Ground, and other Hereditaments in Remainder or Reversion immediately expectant on the Determination of the said Term of One thousand two hundred Years, for his and their own Use and Benefit; and it was by the Indenture of Release now in recital provided, that all and singular the Sum and Sums of Money which should or might be raised or levied under the Trusts of the said Term of One thousand two hundred Years for additional Portions, Interest, or Maintenance as aforesaid should, when and so soon as the same should be actually raised, be paid by the Trustees or Trustee for the Time being of the last-mentioned Term unto the said *Leicester Stanhope*, *Andrew Robert Drummond*, *John Drummond*, and *Henry Richard Cox*, or the Survivors or Survivor of them, or the Trustees or Trustee for the Time being of the Indenture of Settlement of Four Parts bearing even Date with the Indenture of Release now in recital and herein-after recited, and should be held, paid, applied, and disposed of by such last-mentioned Trustees or Trustee upon such Trusts and to and for such Intents and Purposes, and with, under, and subject to such Powers, Provisoos, Declarations, and Restrictions as were or were intended to be expressed or declared concerning the same in and by the same Indenture of Settlement of Four Parts bearing even Date with the Indenture of Release now in recital; and in the Indenture of Release now in recital was contained a Power to grant Leases of the said Messuages, Buildings, Ground, and Hereditaments by the

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same Indenture of Release settled or expressed or intended so to be, for Terms not exceeding Twenty-one Years, in Possession, at Rack Rent; and it was by the Indenture of Release now in recital further agreed and declared, that it should be lawful for the said *Charles Lord Southampton*, from Time to Time during his Life, and after his Decease to and for the said *John Drummond* and *Henry Richard Cox*, or the Survivor of them, his Executors or Administrators, during the Minority or respective Minorities of the Person or Persons who by virtue of the Limitations therein-before contained should be for the Time being entitled to the first Estate of Freehold or Inheritance of or in the said Messuages, Buildings, Ground, and other Hereditaments therein-before expressed and intended to be thereby granted and released, by Indenture or Indentures to be sealed and delivered by the Person or Persons exercising the present Power in the Presence of and attested by Two or more credible Witnesses, and either with or without express Reference to the same Power, and either in pursuance or not in pursuance of any Agreement or Agreements, Contract or Contracts already entered into or to be entered into for that Purpose by the said *Charles Lord Southampton*, or any Person or Persons on his Behalf, to demise, lease, or grant all or any Part or Parts of the same several Messuages, Buildings, Ground, and other Hereditaments and Premises unto any Person or Persons, for any Term or Number of Years not exceeding Ninety-nine Years, to be computed from the Time or respective Times of granting the same, or from the Determination of any of the present subsisting Leases of the same Premises respectively, provided such subsisting Leases respectively should not have more than Ten Years to run at the Time or respective Times of granting such new Lease or Leases, and provided the subsisting Term and the new Term should not together exceed Ninety-nine Years, either for the Purpose of repairing such Houses or other Buildings as were or should be erected, or for erecting any new Houses or Buildings in and upon the same Premises, or any Part thereof, or otherwise improving the same, and with or without Liberty for the Lessee or Lessees to pull or take down any old Buildings, and convert the Materials thereof to such Purposes as should be agreed upon, and also to dig and excavate any Earth, Clay, or Sand upon or out of any convenient Part or Parts of the said Ground and Premises by the Indenture of Release now in recital authorized to be leased, and to manufacture the same into Bricks or Tiles to be expended in such new Buildings, Repairs, or Improvements as aforesaid; and also to lay out and appropriate any Part or Parts of the said Ground or Premises as and for a Square or Squares, Street or Streets, Way or Ways, Passage or Passages, Garden or Gardens for the Use and Convenience of such Lessee or Lessees, and other the Tenants and Occupiers for the Time being of the said settled Estate, in such Manner as should be stipulated and agreed upon, so as in every such Demise or Lease as last-mentioned there should be reserved and made payable during the Continuance thereof such yearly Rent or Rents, to be incident to and go along with the Reversion or Remainder of the Premises therein respectively to be comprised, as therein-after mentioned, that was to say, during the Time to run of the subsisting Leases of the same Premises respectively such and the like Rents as by the same Leases were severally reserved and
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made payable for or in respect of the same Premises respectively, or greater Rents in case the subsisting Leases should be surrendered, but if such subsisting Leases should be kept on foot, then with or without any Rent during the subsisting Leases, and as to the Premises comprised in such subsisting Leases respectively, from and after the Determination of the Time to run of such subsisting Leases of the said Premises respectively, and as to such of the Premises as should not be in Lease from the Time or respective Times of granting such new Leases respectively, such yearly Rent or Rents as could be reasonably had or obtained for the Premises to be therein comprised without actually taking any Sum or Sums of Money or other thing by way of Fine, Premium, or Foregift for making or granting any such Demise or Lease, and so as in every such Demise or Lease there be contained Covenants on the Part of the Lessee or Lessees therein for Payment of the Rent or Rents thereby reserved, and for erecting and building such Erections and Buildings and doing and making such Repairs and Improvements as should be stipulated and agreed upon in and upon the demised Premises, and for insuring the same against Fire, in some or one of the public Offices in *London* or *Westminster*, to the Extent of Two Third Parts at the least of the Value of the Buildings, and for upholding the same Premises and other Buildings thereon in good and tenantable Repair during the Continuance of such Lease; and also a reasonable Condition or Clause of Re-entry in case of Nonpayment of Rent, or the Breach or Non-performance of any of the same Covenants, and so as the Lessee or Lessees to whom any such Demise or Lease should be granted as last aforesaid should not be by any Clause or Words therein contained made dispunishable of Waste, or exempted from Punishment for committing Waste, except as aforesaid, and should seal and deliver a Counterpart of such Demise or Lease; and in the Indenture of Release now in recital was contained a Proviso and Declaration and Agreement that it should be lawful for the said *John Drummond* and *Henry Richard Cox*, and the Survivor of them, his Executors and Administrators, at any Time or Times, and from Time to Time thereafter, during the Life of the said *Charles Lord Southampton*, with the Consent and Approbation of the said *Charles Lord Southampton*, and after his Decease with such Consent as therein mentioned, every such Consent to be testified as therein mentioned, to sell, exchange, or otherwise dispose of the said several Messuages, Buildings, Grounds, Hereditaments, and Premises therein-before expressed and intended to be thereby granted and released, or any Part thereof, to or with any Person or Persons whatsoever, either together or in Parcels, for such Price or Prices in Money, or for or in lieu of such Manors, Messuages, Buildings, Lands, or other Hereditaments of a good and indefeasible Estate of Inheritance in Fee Simple in possession, and to be situate within that Part of *Great Britain* called *England*, and either with or without any Sum or Sums of Money to be paid or received for Equality of Exchange, as to them the said *John Drummond* and *Henry Richard Cox*, or the Survivor of them, his Executors or Administrators, should seem a fair and reasonable Equivalent for the same; and that, in order to effectuate every or any such Sale or Exchange or other Disposition as aforesaid, it should be lawful for the said *John Drummond* and *Henry Richard Cox*,

Cox, or the Survivor of them, or the Executors or Administrators of such Survivor, by any Deed or Deeds or Instrument or Instruments in Writing to be by them or him sealed and delivered in the Presence of and to be attested by Two or more credible Witnesses, absolutely to revoke, annul, determine, and make void all and every or any of the Uses, Estates, Trusts, Powers, Provisions, and Declarations limited, created, or declared, or to be limited, created, or declared, by virtue or in pursuance of the Indenture of Release now in recital concerning the Hereditaments as to which such Sale, or Exchange, or other Dispositions should be made, except any subsisting Lease or Leases thereof which might have been therefore made or granted, or made and granted in exercise of the Powers in the same Indenture contained in that Behalf, and by the same or any other Deed or Deeds or Instrument or Instruments in Writing, to be sealed, delivered, and attested as aforesaid, to limit, declare, direct, or appoint such new or other Use or Uses, Estate or Estates, Trust or Trusts of and concerning the same Hereditaments as should be deemed necessary and expedient for carrying such Sale, Exchange, or other Disposition into complete effect; and in the Indenture of Release now in recital was contained the usual Provision that the Receipts of the said *John Drummond* and *Henry Richard Cox*, or the Survivor of them, his Executors or Administrators, should be sufficient Discharges to the Person or Persons paying to them or him any Sum or Sums of Money to arise by any Sale or Sales, or to be received for Equality of Exchange as aforesaid; and it was by the same Indenture further directed, declared, and agreed that all and every the Sum or Sums of Money to arise by any such Sale or Sales as aforesaid, or to be received for Equality of Exchange, should or might from Time to Time be applied in discharging or reducing any Portion or other gross Charge for the Time being affecting the said settled Estates, and so much thereof as should not be so applied should from Time to Time be invested and laid out by the said *John Drummond* and *Henry Richard Cox*, or the Survivor of them, his Executors or Administrators, nevertheless with the Consent of the said *Charles Lord Southampton*, or other the Person or respective Persons whose Consent for the Time being was made necessary to any such Sale as aforesaid, testified as therein-before mentioned, in the Purchase of Freehold or of both Freehold and Copyhold Manors, Messuages, Lands, and other Hereditaments of a good and indefeasible Estate of Inheritance in Possession, free from Incumbrances, except Leases at Rack Rents and inconsiderable Outgoings, and to be situate or arising within that Part of *Great Britain* called *England*; and whereof not above a Fourth Part in any One Purchase should be Copyhold; and that as well the Manors, Messuages, Lands, or other Hereditaments so to be purchased as last aforesaid as all and every the Manors, Messuages, Lands, and Hereditaments to be taken in exchange for or in lieu of all or any Part of the Hereditaments thereby made subject to Exchange, as therein-before mentioned, should forthwith be conveyed, settled, limited, and assured to and for such and the same Uses, Ends, Intents, and Purposes, and with, under, and subject to such and the same Trusts, Powers of leasing, charging, Sale, and Exchange, and other Powers, Provisoes, Charges, Restrictions, and Limitations as were by the Indenture of Release now in recital limited, expressed, declared, or contained concerning

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the Messuages, Buildings, and other Hereditaments thereby settled or intended so to be, or as near thereto as the Deaths of Parties and other Circumstances would admit; and it was by the Indenture of Release now in recital further agreed and declared, that in the meantime until the Sum or Sums of Money from Time to Time to arise by such Sale or Sales, or to be received for Equality of Exchange as aforesaid, should be invested in a Purchase or Purchases of Manors, Messuages, Lands, or Hereditaments, or otherwise applied and disposed of in pursuance of the same Indenture, it should be lawful for the said *John Drummond* and *Henry Richard Cox*, or the Survivor of them, his Executors or Administrators, with such Consent and so testified as aforesaid, or in the Discretion of the same Trustees or Trustee if such Consent could not immediately be obtained, to place out or invest such Sum or Sums of Money at Interest, in their or his own Names or Name, in any of the Parliamentary Stocks or Funds of *Great Britain*, or upon Government or Real Securities, at Interest, and from Time to Time to call in the Principal Money so to be placed out, and to place out or invest the same in like Manner in or upon other Stocks, Funds, or Securities of the like Nature, and that the Interest, Dividends, and annual Proceeds of the Stocks, Funds, or Securities in or upon which the said Trust Monies or any Part thereof should be invested as aforesaid, should go and be paid and applied to such Person or Persons, and to and for such Ends, Intents, and Purposes, and in such Manner in all respects as the Rents, Issues, and Profits of the Manors, Messuages, Lands, and other Hereditaments to be purchased therewith would go or be payable or applicable in case such Purchase or Purchases and Settlement were actually made; and in the Indenture of Release now in recital was contained a Proviso and Agreement and Declaration, that in case any of the said Trustees therein-before named, or any succeeding Trustee or Trustees to be nominated by virtue of the present Provision, should depart this Life or desire to be discharged of or from or should decline or become incapable to act in the Execution of any of the Trusts, Powers, and Authorities thereby created and declared at any Time before the same should be fully performed and satisfied, then and in every such Case, and from Time to Time as often as the same should happen, a new Trustee or Trustees should be nominated in the Place of the Trustee or Trustees so dying or desiring to be discharged from, or refusing or declining or becoming incapable to act as aforesaid, in manner following; the Trustee or Trustees from Time to Time succeeding in the Place of the said *Henry Seymour* and *John Hensley Allen* respectively to be nominated by the said *Frances Isabella Dowager Lady Southampton*, and the Trustee or Trustees from Time to Time succeeding in the Place of the said *William Philip Earl of Sefton* and *Robert Henry Stanhope* respectively to be nominated by the said *Harriet Stanhope*, and the Trustee or Trustees from Time to Time succeeding in the Place of the said *John Drummond* and *Henry Richard Cox* respectively to be nominated by the said *Charles Lord Southampton* if living, or otherwise as in the said Indenture now in recital is mentioned, and the Trustee or Trustees for the Time being succeeding in the Place of the said *Leicester Fitzgerald Charles Stanhope* and *Andrew Robert Drummond* respectively to be nominated by the said *Charles Lord Southampton* and *Harriet Stanhope*,

or the Survivor of them, if living, or otherwise as in the same Indenture is mentioned, every such Appointment to be made by some Writing or Writings under the Hand and Seal or Hands and Seals of the Person or Persons entitled to make the same, and to be attested by Two or more credible Witnesses; and that upon every such Nomination as aforesaid all and singular the Terms and other Estates, Monies, Stocks, Funds, and Securities which should or might have been actually vested in the Trustee or Trustees dying or refusing or ceasing to act as aforesaid should be conveyed, transferred, and assigned in such Manner as that the same might be effectually vested in such new Trustee or Trustees so to be appointed jointly with the surviving or continuing Trustee or Trustees thereof, or in such new Trustee or Trustees only, as the Case might require, upon the Trusts thereby declared concerning the same respectively, or such of them as should for the Time being subsist or be capable of taking effect; and that every such new Trustee to be nominated for any of the Purposes of the Settlement thereby made should have and might exercise such and the same Powers, Authorities, and Discretion in all respects and to all Intents and Purposes as if he had been originally constituted a Trustee for the like Purposes in and by the Indenture of Release now in recital, or as if his Name had been inserted therein instead of the Name of the Trustee to whom or to whose Place he should come or succeed; and in the Indenture of Release now in recital were contained the usual Provisions for protecting and indemnifying the said Trustees, and for reimbursing them their Costs, Charges, and Expences: And whereas by an Indenture bearing even Date with the herein-before recited Indenture of Release and Settlement, and made or expressed to be made between the said *Charles Lord Southampton* of the First Part, the said *Henry Fitzroy Stanhope* of the Second Part, the said *Harriet Stanhope* of the Third Part, and the said *Leicester Fitzgerald Charles Stanhope*, *Andrew Robert Drummond*, *John Drummond*, and *Henry Richard Cox*, of the Fourth Part, it was agreed and declared that the said *Leicester Fitzgerald Charles Stanhope*, *Andrew Robert Drummond*, *John Drummond*, and *Henry Richard Cox*, their Executors and Administrators, and the Trustees or Trustee for the Time being of the Settlement thereby made, should, from and after the Decease of the said *Charles Lord Southampton*, stand possessed of and entitled to as well a certain Sum of Ten thousand Pounds and a certain Sum of Thirty-two thousand eight hundred and ninety-four Pounds Fourteen Shillings and Nine-pence Three *per Cent.* Consolidated Bank Annuities therein respectively mentioned, and the Interest, Dividends, and yearly Income thereof respectively, (subject nevertheless as therein mentioned,) as also all and every such Principal Sum or Sums of Money, if any, as should become raisable for additional Portions under the Trusts of the said Term of One thousand two hundred Years limited in and by the said Indenture of Release and Settlement bearing even Date therewith, and should be paid to them respectively pursuant to the Directions of the same Indenture, together with the Interest attending and to become due for the same, and all and every Sum and Sums raisable by way of additional Maintenance under the Trusts of the last-mentioned Term, upon the Trusts following; (that was to say,) in case there should be Issue of the said intended Marriage

Indenture of
even Date
for raising
Portions for
younger
Children.

riage between the said *Charles Lord Southampton* and *Harriet Stanhope* One or more Child or Children, other than or besides an eldest or only Son for the Time being entitled to the first Estate or Remainder in Tail Male by virtue of or under the Limitations contained in the said Indenture of Release and Settlement bearing even Date therewith, upon Trust for all and every the Child or Children of the said intended Marriage other than or besides an eldest or only Son entitled as aforesaid, or for such One or more of the same Children exclusively of the other or others of them, and to be vested at such Time or respective Times, and (if more than One) in such Shares and Proportions, and subject to such Provisoos, Charges, Conditions, or Limitations in favour or for the Benefit of some or one of the said Children, except as aforesaid, with such Provisions from or out of the said Trust Funds, or the Dividends, Interest, or yearly Income thereof, for the Maintenance and Education, and also for the Preferment or Advancement, or otherwise for the Benefit of such Child or Children as the said *Charles Lord Southampton* at any Time or from Time to Time during his Life, by any Deed or Deeds or Instrument or Instruments in Writing, with or without Power of Revocation, to be by him sealed and delivered in the Presence of and to be attested by Two or more credible Witnesses, or by his last Will and Testament in Writing, or any Codicil or Codicils thereto, or by any Writing purporting to be or in the Nature of his last Will, to be signed and published by him in the Presence of and to be attested by Two or more credible Witnesses, should direct or appoint; and in default of any such Direction or Appointment by the said *Charles Lord Southampton*, or in case of any such Direction or Appointment, then as to such Part or Parts (if any) of the said several Trust Funds which should not be included in or completely disposed of by any such Direction or Appointment, but subject and without prejudice thereto, upon the Trusts therein-after declared and herein-after mentioned, so far as the same Trusts apply to the Events in which Monies would be raisable for additional Portions under the Trusts declared of the said Term of One thousand two hundred Years in the herein-before recited Indenture of Release and Settlement; (that was to say,) in case there should be Three or more Children of the said then intended Marriage, or other than or besides an eldest or only Son entitled as aforesaid, each of which Children being a Daughter should attain the Age of Twenty-one Years, or marry under that Age with the previous Consent in Writing of her Guardian or Guardians for the Time being, and each of whom being a Son should attain the Age of Twenty-one Years without having become an eldest or only Son, and as such entitled as therein-before mentioned, upon Trust to pay and divide all and singular the Trust Funds thereby settled and the accruing Income thereof, including the Sum or Sums of Money which should become raisable for Principal or Interest under the Trusts of the before-mentioned Term of One thousand two hundred Years, unto and equally amongst all such Children, Share and Share alike, or their several and respective Executors, Administrators, or Assigns; and it was thereby expressly agreed and declared that the Portion of each and every Child of the said then intended Marriage under the Trusts therein-before declared, in default of or without prejudice to any Appointment by the said *Charles Lord Southampton* as aforesaid, should

should be a vested and transmissible Interest in such Child, being a Daughter, immediately upon her attaining the Age of Twenty-one Years or marrying under that Age with such Consent as aforesaid, and being a Son immediately upon his attaining the Age of Twenty-one Years without becoming entitled as aforesaid, notwithstanding such Child, whether Son or Daughter, might subsequently depart this Life in the Lifetime of the said *Charles Lord Southampton*, and that every such Portion should be payable at the Time when the same should become absolutely vested, except such Time should happen during the Life of the said *Charles Lord Southampton*, and in such Case as soon after his Decease as conveniently might be; and in the Indenture now in recital was contained a Proviso, that no Child to whom or in whose Favour any Appointment or Appointments should be made by the said *Charles Lord Southampton*, in exercise of the Power therein-before contained in that Behalf, should have or be entitled to any Portion or Share of and in the said Trust Funds thereby settled, by virtue of the Trusts thereby declared to take effect in default of Appointment as aforesaid, without bringing into Hotchpot such Portion or Portions or other Interest or Benefit as he or she should so take by way of Appointment and accounting for the same accordingly, unless the said *Charles Lord Southampton* should declare the contrary in and by some Deed, Will, or other Instrument of Appointment executed and attested as aforesaid; and in the Indenture now in recital was contained a Proviso that no Child of the said then intended Marriage should, by the conjoint Operation of any Appointment or Appointments to be made by the said *Charles Lord Southampton* in exercise of his said Power and of the several Trusts therein-before declared to take effect in default of or without prejudice to any such Appointment or Appointments, have, take, or be entitled to any Portions exceeding in Amount or Value the Sum of Fifteen thousand Pounds Sterling, unless the said *Charles Lord Southampton* should direct or provide to the contrary in and by some Deed, Will, or other Instrument of Appointment to be executed and attested as aforesaid, any thing therein-before contained to the contrary in anywise notwithstanding; and in the Indenture now in recital was contained a Proviso that it should be lawful for the Trustees for the Time being of that Settlement from Time to Time, during the Minority of each and every or any Child of the said intended Marriage who if of full Age would be entitled to the immediate Receipt of any Portion under the Trusts aforesaid, to pay and apply the Whole or any Part of the Interest or yearly Income which would in that Case be attendant upon such respective Portions for or towards his or her respective Maintenance, Education, Advancement, or Benefit, in such Manner as the said Trustees for the Time being should think proper, until such Portion should become actually payable, and that the Surplus or Savings (if any) of such Interest or yearly Income should be invested in the Names of the said Trustees in the Public Funds or upon Government or Real Securities, to the Intent that the same might accumulate by way of compound Interest, and that all such Surplus and Savings, and the Accumulations thereof, and the Stocks, Funds, and Securities in or upon which the same should be invested, should from Time to Time be added to and consolidated.

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Indenture of
Appointment
and Release,
2d January
1839.

with the respective principal Portion from which the same should have arisen, and should be subject to the same Trusts and Provisions, and should devolve and accrue in the same Manner in all respects as if originally constituting Part thereof, any thing therein-before contained to the contrary in anywise notwithstanding: And whereas the said *Charles Lord Southampton* intermarried with the said *Harriet Stanhope* on or about the Twenty-third Day of *February* One thousand eight hundred and twenty-six, but there has been no Issue of the said Marriage: And whereas by an Indenture of Appointment and Release bearing Date the Second Day of *January* One thousand eight hundred and thirty-nine, and grounded as a Release on a Lease for a Year made by an Indenture of Bargain and Sale bearing Date the First Day of the same Month, the Appointment and Release being made or expressed to be made between the said *John Drummond* and *Henry Richard Cox* of the First Part, the said *Charles Lord Southampton* of the Second Part, and *John Wright* Esquire, of the Third Part, after reciting the herein-before recited Indenture of Release and Settlement, and also reciting that the said *John Drummond* and *Henry Richard Cox*, with the Consent and Approbation of the said *Charles Lord Southampton* (testified as therein mentioned), had contracted and agreed with the said *Charles Lord Southampton* for the absolute Sale to him of the several Plots, Pieces, or Parcels of Land or Ground and other Hereditaments therein-after particularly mentioned or referred to, and intended to be thereby appointed and released, and the Inheritance thereof in Fee Simple, subject to the existing Leases and Agreements for Leases of the same respectively, but free from all other Incumbrances, for the Sum of Two thousand nine hundred and seventy-seven Pounds, it is by the Indenture now in recital witnessed that for effectuating the aforesaid Sale, and in pursuance and Performance of the said Agreement, and in consideration of the said Sum of Two thousand nine hundred and seventy-seven Pounds to the said *John Drummond* and *Henry Richard Cox* paid by the said *Charles Lord Southampton*, and in pursuance and by force and virtue and in exercise and execution of the Power or Authority for that Purpose to them limited or given in and by the first herein-before recited Indenture of Settlement, the said *John Drummond* and *Henry Richard Cox* did absolutely revoke, annul, determine, and make void all and every the Uses, Trusts, Powers, and Provisoes which, under or by virtue of the first herein-before recited Indenture of Settlement immediately before the Indentures now in recital, subsisting or capable of Effect of and in the Plots, Pieces, or Parcels of Land or Ground, Messuages or Tenements, Buildings, and other Hereditaments therein-after particularly mentioned or referred to, and intended to be thereby appointed and released, other than and except any subsisting Leases made or granted in exercise of any of the Powers in the same Indenture of Settlement contained; and it is by the Indenture now in recital also witnessed, that for carrying the aforesaid Sale into complete Effect, and in pursuance and further Performance of the aforesaid Agreement, and for the Consideration aforesaid, and in pursuance and by force and virtue and in exercise and execution of the Power or Authority for that Purpose to them limited or given in and by the first herein-before recited Indenture of Settlement, they the said *John Drummond* and *Henry Richard Cox* did limit, declare, direct, and appoint

appoint that the several Plots, Pieces, or Parcels of Land or Ground, Messuages or Tenements and Buildings, and other Hereditaments therein-after particularly mentioned or referred to, and expressed to be thereby released, with their Appurtenances, should thenceforth, but subject nevertheless and without prejudice to the several Leases and Agreements for Leases then subsisting in the same Premises respectively, go, remain, and be to the Use of the said *Charles Lord Southampton*, his Heirs and Assigns for ever; and it is by the Indenture now in recital also witnessed, that in pursuance and further Performance of the said Agreement, and for the Consideration therein-before expressed, and for nominal Considerations, they the said *John Drummond* and *Henry Richard Cox*, with the Consent and Approbation of the said *Charles Lord Southampton* (testified as therein mentioned), did bargain, sell, and release, and the said *Charles Lord Southampton* did grant, bargain, sell, release, and confirm unto the said *John Wright* and his Heirs all those several Plots, Pieces, or Parcels of Land or Ground, and the Messuages or Tenements and Buildings thereon erected, situate, lying, and being in the Parish of *Saint Pancras* in the County of *Middlesex*, delineated and more particularly described in the Map or Ground Plan annexed to the Indenture now in recital, and therein coloured Red and Blue respectively, which said Map or Plan was drawn on the Scale or in the Proportion of One hundred Feet to an Inch, with their Appurtenances, to hold the same (subject nevertheless and without prejudice to the several Leases and Agreements for Leases then subsisting therein respectively) unto the said *John Wright* and his Heirs, to the Use of the said *Charles Lord Southampton*, his Heirs and Assigns for ever: And whereas by an Indenture bearing Date the Third Day of *January* One thousand eight hundred and thirty-nine, and made or expressed to be made between the *London and Birmingham Railway Company*, therein mentioned to have been established and incorporated by an Act of Parliament made and passed in the Third Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for making a Railway from London to Birmingham*, of the one Part, and the said *Charles Lord Southampton* of the other Part, after reciting that under the Provisions of the said Act and of another Act of Parliament passed in the Sixth Year of the Reign of His said late Majesty, intituled *An Act to enable the London and Birmingham Railway Company to extend and alter the Line of such Railway, and for other Purposes relating thereto*, or one of them, the said Company had purchased the several Leasehold Plots, Pieces, or Parcels of Land or Ground situate, lying, and being in the Parish of *Saint Pancras* in the County of *Middlesex*, delineated and described in the Map or Ground Plan annexed to the Indenture now in recital, and therein respectively coloured Red and Blue, and the Erections and Buildings thereon respectively, and the said Company were then possessed of or entitled to the same Plots, Pieces, or Parcels of Land or Ground, and the Erections and Buildings thereon respectively, for the Residue then to come of the several Terms therein respectively in the same Indenture mentioned; (that was to say,) the Plot, Piece, or Parcel of Land or Ground on the said Map or Plan numbered (1), and therein coloured Blue, with the Erections and Buildings thereon, for the Residue then to come of a Term of Ninety-eight Years from the

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Sale by the
London and
Birmingham
Railway
Company of
Land, &c.
3d January
1839.
3 & 4 W. 4.
c. 36.

5 & 6 W. 4.
c. 56.

Twenty-ninth Day of *September* One thousand eight hundred and ten, created by a certain Indenture of Lease bearing Date the Second Day of *October* One thousand eight hundred and eleven, and made between *John Drummond* and *Charles Drummond* Esquires, of the First Part, the Right Honourable *Frances Isabella* Dowager Baroness *Southampton* of the Second Part, and *Richard Taylor* Carpenter, of the Third Part; the Plot, Piece, or Parcel of Land or Ground on the said Map or Plan numbered Two, and therein coloured Red, for the Residue then to come of the said Term of Ninety-eight Years from the said Twenty-ninth Day of *September* One thousand eight hundred and ten, created by the said Indenture of Lease bearing Date the Second Day of *October* One thousand eight hundred and eleven; the Plots, Pieces, or Parcels of Land or Ground on the said Map or Plan numbered Three, and therein coloured Red, for the Residue then to come of a Term of Ninety-eight Years from the said Twenty-ninth Day of *September* One thousand eight hundred and ten, created by a certain Indenture of Lease bearing Date the Third Day of *October* One thousand eight hundred and eleven, made between the said *John Drummond* and *Charles Drummond* of the First Part, the said *Frances Isabella* Dowager Baroness *Southampton* of the Second Part, and the said *Richard Taylor* of the Third Part; the Plots, Pieces, or Parcels of Land or Ground on the said Map or Plan numbered Four, and therein coloured Red, for the Residue then to come of a Term of Ninety-eight Years from the Twenty-ninth Day of *September* One thousand eight hundred and ten, created by a certain Indenture of Lease bearing Date the Fourth Day of *October* One thousand eight hundred and eleven, made between the said *John Drummond* and *Charles Drummond* of the First Part, the said *Frances Isabella* Dowager Baroness *Southampton* of the Second Part, and the said *Richard Taylor* of the Third Part; the Plot, Piece, or Parcel of Land or Ground on the said Map or Plan numbered 5, and therein coloured Red, for the Residue then to come of a Term of Ninety-seven Years from the Twenty-ninth Day of *September* One thousand eight hundred and twenty-nine, created by a certain Indenture of Lease bearing Date the Seventh Day of *December* One thousand eight hundred and twenty-nine, made between the Right Honourable *Charles* Lord *Southampton* of the one Part, and *Joseph Rastall* Builder, of the other Part; the Plot, Piece, or Parcel of Land or Ground on the said Map or Plan numbered 6, and therein coloured Blue, with the Erections and Buildings thereon, for the Residue then to come of a Term of Ninety-seven Years from the said Twenty-ninth Day of *September* One thousand eight hundred and twenty-nine, created by a certain Indenture of Lease bearing Date the Eighth Day of *December* One thousand eight hundred and twenty-nine, made between the said *Charles* Lord *Southampton* of the one Part, and the said *Joseph Rastall* of the other Part; the Plot, Piece, or Parcel of Land or Ground on the said Map or Plan numbered 7, and therein coloured Red, with the Erections and Buildings thereon, for the Residue then to come of a Term of Ninety-six Years from the Twenty-ninth Day of *September* One thousand eight hundred and twelve, created by a certain Indenture of Lease bearing Date the Second Day of *January* One thousand eight hundred and thirteen, made between the said *John Drummond* and *Charles Drummond* of the First Part, the said *Frances Isabella* Dowager

Dowager Baroness *Southampton* of the Second Part, and *Robert Taylor* Builder, of the Third Part; the Plots, Pieces, or Parcels of Land or Ground on the said Map or Plan numbered 8, and therein coloured Red, for the Residue then to come of a Term of Ninety-seven Years from the Twenty-ninth Day of *September* One thousand eight hundred and twenty-nine, created by a certain Indenture of Lease bearing Date the Twentieth Day of *February* One thousand eight hundred and thirty, made between the said *Charles* Lord *Southampton* of the one Part, and *Andrew Cosser* Timber Merchant, of the other Part; the Plot, Piece, or Parcel of Land or Ground on the said Map or Plan numbered 9, and therein coloured Red, for the Residue then to come of a Term of Ninety-three Years from the Twenty-ninth Day of *September* One thousand eight hundred and thirty-three, created by a certain Indenture of Lease bearing Date the Thirteenth Day of *February* One thousand eight hundred and thirty-three, made between the said *Charles* Lord *Southampton* of the one Part, and *George Baker* Ironmonger, of the other Part; the Plot, Piece, or Parcel of Land or Ground on the said Map or Plan numbered 10, and therein coloured Red, for the Residue then to come of a Term of Ninety-four Years from the Twenty-ninth Day of *September* One thousand eight hundred and thirty-two, created by a certain Indenture of Lease bearing Date the Twentieth Day of *December* One thousand eight hundred and thirty-two, made between the said *Charles* Lord *Southampton* of the First Part, *Hugh Hughes* Builder, of the Second Part, and *Joseph Langham Dale* Gentleman, of the Third Part; the Plot, Piece, or Parcel of Land or Ground on the said Map or Plan numbered 11, and therein coloured Blue, with the Erections and Buildings thereon, for the Residue then to come of a Term of Ninety-four Years from the said Twenty-ninth Day of *September* One thousand eight hundred and thirty-two, created by a certain Indenture of Lease bearing Date the Twenty-fifth Day of *January* One thousand eight hundred and thirty-three, made between the said *Charles* Lord *Southampton* of the First Part, the said *Hugh Hughes* of the Second Part, and *Henry Wilkins* Gentleman, of the Third Part; the Plot, Piece, or Parcel of Land or Ground on the said Map or Plan numbered 12, and therein coloured Blue, with the Erections and Buildings thereon, for the Residue then to come of a Term of Ninety-three Years from the Twenty-ninth Day of *September* One thousand eight hundred and thirty-three, created by a certain Indenture of Lease bearing Date the Twenty-fourth Day of *October* One thousand eight hundred and thirty-three, made between the said *Charles* Lord *Southampton* of the First Part, the said *Hugh Hughes* of the Second Part, and *Thomas Butcher* Gentleman, of the Third Part; the Plot, Piece, or Parcel of Land or Ground on the said Map or Plan numbered 13, and therein coloured Blue, with the Erections and Buildings thereon, for the Residue then to come of a Term of Ninety-three Years from the said Twenty-ninth Day of *September* One thousand eight hundred and thirty-three, created by a certain Indenture of Lease bearing Date the Twentieth Day of *December* One thousand eight hundred and thirty-three, made between the said *Charles* Lord *Southampton* of the First Part, the said *Hugh Hughes* of the Second Part, and *Thomas Streek* Gentleman, of the Third Part; the Plots, Pieces, or Parcels of Land or Ground on the said Map or Plan num-

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bered 14, and therein coloured Red, with the Erections and Buildings thereon, for the Residue then to come of a Term of Ninety-nine Years from the Twenty-fourth Day of *June* One thousand eight hundred and thirty, contracted and agreed to be created by certain Articles of Agreement bearing Date the Twenty-first Day of *April* One thousand eight hundred and thirty, made between the said *Charles Lord Southampton* of the one Part, and *Thomas Courtney Lancefield* Surveyor, of the other Part; the Plot, Piece, or Parcel of Land or Ground on the said Map or Plan numbered 15, and therein coloured Blue, with the Erections and Buildings thereon, for the Residue then to come of a Term of Ninety-six Years from the Twenty-ninth Day of *September* One thousand eight hundred and twenty-seven, created by a certain Indenture of Lease bearing Date the Twenty-second Day of *May* One thousand eight hundred and twenty-eight, made between the said *Charles Lord Southampton* of the one Part, and *John Blacklock* Cordwainer, of the other Part; the Plots, Pieces, or Parcels of Land or Ground on the said Map or Plan numbered 16, and therein coloured Blue, with the Erections and Buildings thereon, for the Residue then to come of a Term of Ninety-nine Years from the Twenty-fifth Day of *March* One thousand eight hundred and thirty-four, created by a certain Indenture of Lease bearing Date the Ninth Day of *January* One thousand eight hundred and thirty-six, made between the said *Charles Lord Southampton* of the one Part, and *James Skinner* Carpenter, of the other Part; the Plot, Piece, or Parcel of Land or Ground on the said Map or Plan numbered 17, and therein coloured Blue, with the Erections and Buildings thereon, for the Residue of a Term of Ninety-six Years from the Twenty-ninth Day of *September* One thousand eight hundred and twenty-seven, created by a certain Indenture of Lease bearing Date the Tenth Day of *March* One thousand eight hundred and twenty-eight, made between the said *Charles Lord Southampton* of the one Part, and *William Crutchley* Builder, of the other Part; the Plots, Pieces, or Parcels of Land or Ground on the said Map or Plan numbered 18, and therein coloured Red, with the Erections and Buildings thereon, for the Residue then to come of a Term of Ninety-eight Years from the Twenty-ninth Day of *September* One thousand eight hundred and twenty-five, created by a certain Indenture of Lease bearing Date the Twenty-fifth Day of *May* One thousand eight hundred and twenty-six, made between the said *Charles Lord Southampton* of the First Part, the said *William Crutchley* of the Second Part, and *Richard Smith Bramwell* Wine Merchant, of the Third Part; the Plot, Piece, or Parcel of Land or Ground on the said Map or Plan numbered 19, and therein coloured Red, with the Erections and Buildings thereon, for the Residue then to come of the Term of Ninety-eight Years from the Twenty-ninth Day of *September* One thousand eight hundred and twenty-five, created by a certain Indenture of Lease bearing Date the Twenty-sixth Day of *May* One thousand eight hundred and twenty-six, made between the said *Charles Lord Southampton* of the First Part, the said *William Crutchley* of the Second Part, and the said *Richard Smith Bramwell* of the Third Part; the Plot, Piece, or Parcel of Land or Ground on the said Map or Plan numbered 20, and therein coloured Red, for the Residue then to come of a Term of Eighty-seven Years from the Twenty-fifth Day

of *March* One thousand eight hundred and thirty, created by a certain Indenture of Lease bearing Date the Fourth Day of *February* One thousand eight hundred and thirty-one, made between the said *Charles Lord Southampton* of the one Part, and *William Drew* Builder, of the other Part; the Plot, Piece, or Parcel of Land or Ground on the said Map or Plan numbered 21, and therein coloured Red, for the Residue then to come of a Term of Ninety-five Years from the Twenty-fifth Day of *March* One thousand eight hundred and twenty-two, created by a certain Indenture of Lease bearing Date the Thirty-first Day of *January* One thousand eight hundred and twenty-three, made between the said *John Drummond* and *Charles Drummond* of the First Part, the said *Frances Isabella Dowager Baroness Southampton* of the Second Part, *Benjamin Howell* Furnishing Ironmonger, of the Third Part, and *Robert Mackie* Cabinet Maker, of the Fourth Part; the Plot, Piece, or Parcel of Land or Ground on the said Map or Plan numbered 22, and therein coloured Red, for the Residue then to come of a Term of Ninety-five Years from the Twenty-fifth Day of *March* One thousand eight hundred and twenty-two, created by a certain Indenture of Lease bearing Date the Thirtieth Day of *January* One thousand eight hundred and twenty three, made between the said *John Drummond* and *Charles Drummond* of the First Part, the said *Frances Isabella Dowager Baroness Southampton* of the Second Part, and *James Kirkpatrick* Gentleman, of the Third Part; the Plot, Piece, or Parcel of Land or Ground on the said Map or Plan numbered 23, and therein coloured Red, with the Erections and Buildings thereon, for the Residue then to come of a Term of Ninety-six Years from the Twenty-fifth Day of *March* One thousand eight hundred and twenty-one, created by a certain Indenture of Lease bearing Date the Twelfth Day of *November* One thousand eight hundred and twenty-one, made between the said *John Drummond* and *Charles Drummond* of the First Part, the said *Frances Isabella Dowager Baroness Southampton* of the Second Part, and *Joseph Johnson* Gentleman, of the Third Part; the Plot, Piece, or Parcel of Land or Ground on the said Map or Plan numbered 24, and therein coloured Red, with the Erections and Buildings thereon, for the Residue then to come of a Term of Ninety-seven Years from the Twenty-fifth Day of *March* One thousand eight hundred and twenty, created by a certain Indenture of Lease bearing Date the Eighth Day of *September* One thousand eight hundred and twenty, made between the said *John Drummond* and *Charles Drummond* of the First Part, the said *Frances Isabella Dowager Baroness Southampton* of the Second Part, and *Richard Jones* Cordwainer, of the Third Part; and the Plots, Pieces, or Parcels of Land or Ground on the said Map or Plan numbered 25, and therein coloured Red, with the Erections and Buildings thereon, for the Residue then to come of a Term of Ninety-nine Years from the Twenty-fifth Day of *March* One thousand eight hundred and thirty-one, created by a certain Indenture of Lease bearing Date the Tenth Day of *February* One thousand eight hundred and thirty-two, made between the said *Charles Lord Southampton* of the one Part, and *Francis Philip Holsworth* Gentleman, of the other Part; and also reciting, that by virtue of or under certain Articles of Agreement made and entered into, on the Eighteenth Day of *May* One thousand eight hundred and thirty-five,

between

between the said Company of the First Part, the said *Charles Lord Southampton* of the Second Part, and the said *John Drummond* and *Henry Richard Cox* of the Third Part, the said Company were under Contract to surrender and give up to the said *Charles Lord Southampton* the said several Plots, Pieces, or Parcels of Land or Ground on the said Map or Plan numbered respectively 2, 3, 4, 5, 8, 9, 10, 14, 18, 19, 20, 21, 22, 23, and 24, and being the Plots, Pieces, or Parcels of Land or Ground therein coloured Red, and all their Estate and Interest in the same, without pecuniary Consideration; and also reciting, that the said Company had contracted and agreed with the said *Charles Lord Southampton* for the absolute Sale to him of the said several Plots, Pieces, or Parcels of Land or Ground on the said Map or Plan numbered respectively 1, 6, 7, 11, 12, 13, 15, 16, and 17, and being the Plots, Pieces, or Parcels of Land or Ground therein coloured Blue, and all Erections and Buildings thereon respectively, and all the Estate and Interest of the said Company therein respectively, free from all Incumbrances whatsoever, at or for the Price or Sum of Two thousand seven hundred and fifty Pounds; and also reciting that the said *Charles Lord Southampton* was then seised of the Reversion, Freehold, and Inheritance in Fee Simple of and in all the said several Plots, Pieces, or Parcels of Land or Ground, and was desirous that the said Leasehold Interest so subsisting therein respectively, as therein-before was mentioned, might be surrendered, to merge in the Manner therein-after expressed; it is by the Indenture now in recital witnessed, that in consideration of the Premises, and of the Sum of Two thousand seven hundred and fifty Pounds to the said Company paid by the said *Charles Lord Southampton*, the said Company, at the Request and upon the Acceptance of the said *Charles Lord Southampton* (testified as therein mentioned), did convey, release, surrender, and yield up unto the said *Charles Lord Southampton* and his Heirs, all those several Plots, Pieces, or Parcels of Land or Ground situate, lying, and being in the said Parish of *Saint Pancras*, delineated or described on the Map or Ground Plan annexed to the Indenture now in recital, and therein respectively coloured Red and Blue, which said Map or Plan was drawn on the Scale or in the Proportion of One hundred Feet to an Inch, and the Messuages or Tenements and other Erections and Buildings therein respectively, with their Appurtenances, to the End and Intent that the Residue then to come of the said several Terms of Years of or in the same Premises respectively, and all other the Estate and Interest of the said Company therein and thereto, might absolutely merge in the Reversion, Freehold, and Inheritance of the same Premises, and be thereby extinguished: And whereas by an Indenture of Release bearing Date the Fifth Day of *January* One thousand eight hundred and thirty-nine, and grounded on a Lease for a Year made by an Indenture of Bargain and Sale bearing Date the Fourth Day of the same Month, the Release being made or expressed to be made between the said *Charles Lord Southampton* of the one Part, and the said *John Drummond* and *Henry Richard Cox* of the other Part, after reciting the herein-before recited Indenture of the Twenty-first Day of *February* One thousand eight hundred and twenty-six, and also reciting that the said *Charles Lord Southampton* was seised

of

Indenture of Release, being Purchase of Land, &c. by the Trustees of Marriage Settlement, 5th Jan. 1839.

of the several Plots, Pieces, or Parcels of Land, Messuages, or Tenements, Buildings, and other Hereditaments therein-after particularly mentioned or referred to, and intended to be thereby granted and released for an Estate of Inheritance in Fee Simple in Possession, free from all Incumbrances; and also reciting, that the said *John Drummond* and *Henry Richard Cox*, with the Consent and Approbation of the said *Charles Lord Southampton* (testified as therein mentioned), had agreed to lay out the Sum of Five thousand seven hundred and twenty-seven Pounds (being Money in their Hands which had arisen from the Sale of certain Parts of the Hereditaments comprised in the therein-before recited Indenture of Release and Settlement, and thereby settled as aforesaid,) in the Purchase from the said *Charles Lord Southampton* of the several Freehold Plots, Pieces, or Parcels of Land or Ground, Messuages or Tenements, Buildings, and other Hereditaments therein-after particularly mentioned or referred to, and intended to be thereby granted and released, with their respective Appurtenances, and the Inheritance thereof in Fee Simple in Possession, free from all Incumbrances whatsoever; it is by the Indenture of Release now in recital witnessed, that for effectuating the Purchase so agreed to be made as aforesaid, and in consideration of the Premises, and also in consideration of the Sum of Five thousand seven hundred and twenty-seven Pounds to the said *Charles Lord Southampton* paid by the said *John Drummond* and *Henry Richard Cox*, (being Money which had arisen from the Sale of certain Parts of the Hereditaments comprised in the therein and herein-before recited Indenture of the Twenty-first Day of *February* One thousand eight hundred and twenty-six, and thereby settled as aforesaid,) the said *Charles Lord Southampton* did grant, bargain, sell, release, and confirm unto the said *John Drummond* and *Henry Richard Cox*, and their Heirs, all those several Plots, Pieces, or Parcels of Land or Ground, and the Messuages or Tenements and Buildings thereon erected, situate, lying, and being in the Parish of *Saint Pancras* aforesaid, delineated and more particularly described on the Map or Ground Plan annexed to the Indenture now in recital, and therein coloured Red and Blue respectively, which said Map or Plan was drawn on the Scale or in the Proportion of One hundred Feet to an Inch, with the Appurtenances, to hold the same unto the said *John Drummond* and *Henry Richard Cox*, and their Heirs, to and for such and the same Uses, Ends, Intents, and Purposes, and with, under, and subject to such and the same Trusts, Powers of leasing, charging, Sale, and Exchange, and other Powers, Provisoos, Charges, Restrictions, and Limitations as were by or in the said recited Indenture of the Twenty-first Day of *February* One thousand eight hundred and twenty-six limited, expressed, declared, or contained concerning the Messuages, Buildings, and other Hereditaments thereby settled or intended so to be, or as near thereto as the Deaths of Parties and other Circumstances would admit: And whereas the said *Frances Isabella Dowager Baroness Southampton* died in or about the Month of *June* One thousand eight hundred and thirty-eight: And whereas by an Indenture bearing Date the Fourteenth Day of *February* One thousand eight hundred and forty-two, indorsed on the herein-before recited Indenture of the Twenty-first Day of *February* One thousand eight hundred and twenty-six, and made or expressed to be made between the said

Appointment
of new Trustees,
14th Feb.
1842.

[Private.]

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Charles

Charles Lord Southampton and *Harriet Lady Southampton* his Wife, of the First Part, the said *John Drummond* and *Henry Richard Cox* of the Second Part, *Charles Thomas Stanley* of *Wilton Street, Belgrave Square*, in the County of *Middlesex*, Esquire, and *Elizabeth Rosamond* his Wife, late *Elizabeth Rosamond Stanhope* Widow, Executrix of the last Will and Testament of the said *Robert Henry Stanhope*, of the Third Part, the said *Leicester Fitzgerald Charles Stanhope* and *Andrew Robert Drummond* of the Fourth Part, *Charles William Henry Gage Fitzroy* Esquire, a Lieutenant in Her Majesty's Royal Navy, and the Reverend *William Smith* of *Dry Drayton*, in the County of *Cambridge*, Clerk, of the Fifth Part, the Honourable *Frederick William Child Villiers*, Son of the Right Honourable the Earl of *Jersey*, and *Delmé Seymour Davies* Esquire, a Captain in Her Majesty's Regiment of *Scots Fusileer Guards*, of the Sixth Part, the Reverend *Frederick Thomas William Coke Fitzroy*, Rector of *Ringstead* in the County of *Norfolk*, Clerk, of the Seventh Part, and *Henry William Beauclerk* of *Chester Square*, in the County of *Middlesex*, Esquire, of the Eighth Part, after reciting that the said *William Philip* Earl of *Sefton* departed this Life on or about the Twentieth Day of *November* One thousand eight hundred and thirty-eight; and also reciting that the said *Robert Henry Stanhope* duly made and published his last Will and Testament in Writing, bearing Date the Seventeenth Day of *July* One thousand eight hundred and thirty-eight, and thereby appointed the said *Elizabeth Rosamond Stanley*, then *Elizabeth Rosamond Stanhope*, his Wife, sole Executrix of the same; and also reciting that the said *Robert Henry Stanhope* departed this Life in the Month of *March* One thousand eight hundred and thirty-nine, without having revoked or altered his said Will, and the same was duly proved by the said *Elizabeth Rosamond Stanley*, then *Elizabeth Rosamond Stanhope* Widow, on the Sixteenth Day of *March* One thousand eight hundred and thirty-nine, in the Prerogative Court of the Archbishop of *Canterbury*; and also reciting that the said *Elizabeth Rosamond Stanhope* intermarried with the said *Charles Thomas Stanley* on the Eighth Day of *June* One thousand eight hundred and forty-one; and also reciting that the said *John Drummond*, *Henry Richard Cox*, and *Andrew Robert Drummond* were desirous of being discharged from the Trusts reposed in them respectively in and by the herein-before recited Indenture of the Twenty-first Day of *February* One thousand eight hundred and twenty-six; and also reciting that the said *Charles Lord Southampton* was desirous of appointing the said *Charles William Henry Gage Fitzroy* and *William Smith* to be Trustees, under the herein-before recited Indenture of the Twenty-first Day of *February* One thousand eight hundred and twenty-six, in the Stead or Place of the said *John Drummond* and *Henry Richard Cox*; and also reciting that the said *Harriet Lady Southampton* was desirous of appointing the said *Frederick William Child Villiers* and *Delmé Seymour Davies* to be Trustees, under the herein-before recited Indenture of the Twenty-first Day of *February* One thousand eight hundred and twenty-six, in the Stead or Place of the said *William Philip* Earl of *Sefton* and *Robert Henry Stanhope*; and also reciting that the said *Charles Lord Southampton* and *Harriet Lady Southampton* his Wife were desirous of appointing the said *Frederick Thomas William Coke*

Fitzroy to be a Trustee, under the herein-before recited Indenture of the Twenty-first Day of *February* One thousand eight hundred and twenty-six, in the Stead or Place of the said *Andrew Robert Drummond*; it is by the Indenture now in recital witnessed that, by force and virtue of and in exercise and execution of the Power or Authority in that Behalf in and by the herein-before recited Indenture of the Twenty-first Day of *February* One thousand eight hundred and twenty-six limited or reserved to or vested in the said *Charles Lord Southampton*, the said *Charles Lord Southampton* did nominate the said *Charles William Henry Gage Fitzroy* and *William Smith* to be Trustees in the Place of the said *John Drummond* and *Henry Richard Cox*, for all the Purposes for which the said *John Drummond* and *Henry Richard Cox* were by the herein-before recited Indenture of the Twenty-first Day of *February* One thousand eight hundred and twenty-six constituted Trustees, and which then remained to be performed; and it is by the Indenture now in recital, which was expressed to be made as a Release, in pursuance of the Act for making a Release as effectual for the Conveyance of Freehold Estates as a Lease and Release by the same Parties, also witnessed that in pursuance of the Direction in that Behalf contained in the herein-before recited Indenture of the Twenty-first Day of *February* One thousand eight hundred and twenty-six the said *John Drummond* and *Henry Richard Cox*, at the Request and by the Direction of the said *Charles Lord Southampton* (testified as therein mentioned), did release unto the said *Charles William Henry Gage Fitzroy* and *William Smith*, and their Heirs, all the Messuages, Dwelling Houses, Erections, Buildings, Pieces or Parcels of Ground, and other Hereditaments in and by the herein-before recited Indenture of the Twenty-first Day of *February* One thousand eight hundred and twenty-six granted and released or expressed so to be, and which had not been sold by the said *John Drummond* and *Henry Richard Cox* under the aforesaid Power of Sale, with their Appurtenances, and also the said Plots, Pieces, or Parcels of Land or Ground, Messuages or Tenements, and other Hereditaments comprised in and conveyed by the said Indentures of the Fourth and Fifth Days of *January* One thousand eight hundred and thirty-nine, with their Appurtenances, to hold the same (subject to the Estate for Life of the said *Charles Lord Southampton*, under the herein-before recited Indenture of the Twenty-first Day of *February* One thousand eight hundred and twenty-six, of or in the same Premises,) unto the said *Charles William Henry Gage Fitzroy* and *William Smith*, their Heirs and Assigns, for and during the natural Life of the said *Charles Lord Southampton*, to the Use of them the said *Charles William Henry Gage Fitzroy* and *William Smith*, their Heirs and Assigns, for and during the natural Life of the said *Charles Lord Southampton*, upon the Trusts in and by the herein-before recited Indenture of the Twenty-first Day of *February* One thousand eight hundred and twenty-six declared concerning the Estate thereby limited to the said *John Drummond* and *Henry Richard Cox*, their Heirs and Assigns, or such of the same as were then subsisting or capable of taking effect; and it is by the Indenture now in recital further witnessed, that, by force and virtue and in exercise and execution of the Power or Authority in that Behalf in and by the herein-before recited Indenture of the Twenty-first Day of

February

February One thousand eight hundred and twenty-six limited or given to the said *Harriet Lady Southampton*, the said *Harriet Lady Southampton* did nominate the said *Frederick William Child Villiers* and *Delmé Seymour Davies* to be Trustees in the Place of the said *William Philip Earl of Sefton* and *Robert Henry Stanhope*, for the Purposes for which the said *William Philip Earl of Sefton* and *Robert Henry Stanhope* were by the herein-before recited Indenture of the Twenty-first Day of *February* One thousand eight hundred and twenty-six constituted Trustees; and it is by the Indenture now in recital also witnessed, that, in pursuance of the Direction in that Behalf contained in the herein-before recited Indenture of the Twenty-first Day of *February* One thousand eight hundred and twenty-six, the said *Charles Thomas Stanley* and *Elizabeth Rosamond* his Wife, at the Request of the said *Harriet Lady Southampton* (testified as therein mentioned), did assign unto the said *Frederick William Child Villiers* and *Delmé Seymour Davies*, their Executors, Administrators, and Assigns, all the Messuages, Dwelling Houses, Erections, Buildings, Pieces or Parcels of Ground, and other Hereditaments in and by the herein-before recited Indenture of the Twenty-first Day of *February* One thousand eight hundred and twenty-six granted and released or expressed so to be, and which had not been sold by the said *John Drummond* and *Henry Richard Cox* under the aforesaid Power of Sale, with their Appurtenances, and also the said Plots, Pieces, or Parcels of Land or Ground, Messuages or Tenements, and other Hereditaments comprised in and conveyed by the said Indentures of the Fourth and Fifth Days of *January* One thousand eight hundred and thirty-nine, with their Appurtenances, to hold the same unto the said *Frederick William Child Villiers* and *Delmé Seymour Davies*, their Executors, Administrators, and Assigns, for and during all the Term of One hundred Years, which immediately before the sealing and Delivery of the Indenture now in recital was vested in the said *Elizabeth Rosamond Stanley* as such Executrix as aforesaid, or in the said *Charles Thomas Stanley* in her Right, of or in the same Premises respectively, nevertheless upon the Trusts in and by the herein-before recited Indenture of the Twenty-first Day of *February* One thousand eight hundred and twenty-six declared concerning the Term of One hundred Years by the same Indenture limited; and it is by the Indenture now in recital further witnessed, that, by force and virtue and in exercise and execution of the Powers or Authority in that Behalf in and by the herein-before recited Indenture of the Twenty-first Day of *February* One thousand eight hundred and twenty-six limited or given to the said *Charles Lord Southampton* and *Harriet Lady Southampton* his Wife, the said *Charles Lord Southampton* and *Harriet Lady Southampton* his Wife did nominate the said *Frederick Thomas William Coke Fitzroy* to be a Trustee in the Place of the said *Andrew Robert Drummond*, for the Purposes for which the said *Andrew Robert Drummond* was in and by the herein-before recited Indenture of the Twenty-first Day of *February* One thousand eight hundred and twenty-six constituted a Trustee jointly with the said *Leicester Fitzgerald Charles Stanhope*, or such of them as were then subsisting or capable of taking effect; and it is by the Indenture now in recital also witnessed, that in pursuance of the Directions in that Behalf contained

contained in the herein-before recited Indenture of the Twenty-first Day of *February* One thousand eight hundred and twenty-six, and in order that the Term of One thousand two hundred Years vested in the said *Leicester Fitzgerald Charles Stanhope* and *Andrew Robert Drummond* of and in the Hereditaments therein-after assigned, or expressed and intended so to be, might become vested in the said *Leicester Fitzgerald Charles Stanhope* and *Frederick Thomas William Coke Fitzroy*, the said *Leicester Fitzgerald Charles Stanhope* and *Andrew Robert Drummond* (at the Request and by the Direction of the said *Charles Lord Southampton* and *Harriet Lady Southampton* his Wife, testified respectively as therein mentioned,) did assign unto the said *Henry William Beauclerk*, his Executors, Administrators, and Assigns, all the Messuages, Dwelling Houses, Pieces or Parcels of Ground, and other Hereditaments in and by the herein-before recited Indenture of the Twenty-first Day of *February* One thousand eight hundred and twenty-six granted and released or expressed so to be, and which had not been sold by the said *John Drummond* and *Henry Richard Cox* under the aforesaid Power of Sale, and also the said Plots, Pieces or Parcels of Land or Ground, Messuages or Tenements, and other Hereditaments comprised in and conveyed by the said Indentures of the Fourth and Fifth Days of *January* One thousand eight hundred and thirty-nine, with their Appurtenances, to hold the same unto the said *Henry William Beauclerk*, his Executors, Administrators, and Assigns, for and during all the Term of One thousand two hundred Years which immediately before the sealing and Delivery of the Indenture now in recital was vested in the said *Leicester Fitzgerald Charles Stanhope* and *Andrew Robert Drummond* of or in the same Premises respectively, nevertheless upon Trust that he the said *Henry William Beauclerk* should forthwith assign the same Premises to the said *Leicester Fitzgerald Charles Stanhope* and *Frederick Thomas William Coke Fitzroy*, their Executors, Administrators, and Assigns, for all the Residue of the same Term of One thousand two hundred Years of or in the same Premises respectively, nevertheless upon the Trusts in and by the herein-before recited Indenture of the Twenty-first Day of *February* One thousand eight hundred and twenty-six declared concerning the Term of One thousand two hundred Years thereby limited, or such of them as were subsisting or capable of taking effect, which Assignment was made accordingly by an Indenture bearing Date the Fifteenth Day of *February* One thousand eight hundred and forty-two, and made or expressed to be made between the said *Henry William Beauclerk* of the one Part, and the said *Leicester Fitzgerald Charles Stanhope* and *Frederick Thomas William Coke Fitzroy* of the other Part: And whereas the said Power of leasing for Ninety-nine Years only authorizes the granting of reversionary Leases as to Leases which were subsisting at the Time of the Execution of the said Indenture of the Twenty-first Day of *February* One thousand eight hundred and twenty-six, and a Period of Ten Years before the Determination of the subsisting Leases is too short for Lessees to be induced, by the Grant to them of reversionary Leases, to lay out Money in Repairs or Improvements, and there are Cases in which it would be highly advantageous to grant a Lease of Buildings comprised in a Lease of which less than Ten Years shall be unexpired, and also

[Private.]

Power to grant Leases of Hereditaments on Surrender of subsisting Leases of which not more than Thirty Years shall have to run.

of contiguous Buildings as to which more than Ten Years and less than Thirty Years shall be unexpired: And whereas it is apprehended that on the Expiration of the existing Leases the Messuages and other Buildings subject to the Uses of the herein-before recited Indenture of the Twenty-first Day of *February* One thousand eight hundred and twenty-six will be left either wholly dilapidated or in a very bad State of Repair: And whereas it would conduce to having the Messuages and other Buildings, subject to the Uses of the herein-before recited Indenture of the Twenty-first Day of *February* One thousand eight hundred and twenty-six, kept in a sufficient State of Repair, and be for the Benefit of the Persons who are or may become interested in the Reversion of such of the same Premises as are or may be under Lease, if the Power of leasing contained in the last-mentioned Indenture were extended so as to authorize the granting of Leases upon the Surrender of Leases having not more than Thirty Years to run, in consideration of an annual Rent, according to the Terms of the existing Power, but by reason of the Limitations contained in the last-mentioned Indenture the said Object cannot be effected without the Aid and Authority of Parliament; wherefore Your Majesty's most dutiful and loyal Subject, the said *Charles Lord Southampton*, doth most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and immediately after the passing of this Act it shall and may be lawful to and for the said *Charles Lord Southampton* during his Life, and after his Decease to and for the said *Charles William Henry Gage Fitzroy* and *William Smith*, or the Survivor of them, or other the Trustees or Trustee for the Time being acting in the Execution of the Trusts and Powers by the herein-before recited Indenture of the Twenty-first Day of *February* One thousand eight hundred and twenty-six reposed in or given or limited to the said *John Drummond* and *Henry Richard Cox*, during the Minority or respective Minorities of the Person or Persons who by virtue of the Limitations in the same Indenture contained shall be for the Time being entitled to the first Estate of Freehold or Inheritance in the Messuages or Hereditaments for the Time being, subject to the Uses of the same Settlement, by Indenture or Indentures to be sealed and delivered by the Person or Persons exercising this present Power in the Presence of and attested by Two or more credible Witnesses, and either with or without express Reference to this present Power, and either in pursuance or not in pursuance of any Agreement or Agreements or Contract or Contracts to be entered into for that Purpose by the said *Charles Lord Southampton*, or any Person or Persons on his Behalf, to demise, lease, or grant all or any Part or Parts of the Messuages, Buildings, Ground, Hereditaments, and Premises comprised in the herein-before recited Indenture of the Twenty-first Day of *February* One thousand eight hundred and twenty-six, and which have not been sold under the Power of Sale and Exchange contained in the same Indenture, and all or any Part or Parts of the Plots, Pieces, or Parcels of Land or Ground, Messuages or Tenements, Buildings, and other Hereditaments comprised in the herein-before recited Indenture of the

Fifth Day of *January* One thousand eight hundred and thirty-nine, upon the Surrender of any Lease or Leases which shall be subsisting, and of which not more than Thirty Years shall have to run, to any Person or Persons for any Term or Number of Years not exceeding Ninety-nine Years from the Time or respective Times of granting the same, either for the Purpose of repairing such Houses or other Buildings as are or shall be erected, or of erecting any new Houses or Buildings in and upon the same Premises, or any Part thereof, or otherwise improving the same, and with or without Liberty for the Lessee or Lessees to pull or take down any old Buildings, and convert the Materials thereof to such Purposes as shall be agreed upon, and also to dig and excavate any Earth, Clay, or Sand upon or out of any convenient Part or Parts of the said Ground and Premises hereby authorized to be leased, and to manufacture the same into Bricks or Tiles to be expended in such new Buildings, Repairs, or Improvements as aforesaid; and also to lay out and appropriate any Part or Parts of the said Ground or Premises as and for a Square or Squares, Street or Streets, Way or Ways, Passage or Passages, Garden or Gardens for the Use and Convenience of such Lessee or Lessees, and other the Tenants and Occupiers for the Time being of the said Premises hereby authorized to be leased, in such Manner as shall be stipulated and agreed upon, so as upon every such Demise or Lease there be reserved and made payable during the Continuance thereof, half-yearly or oftener, and to be incident to and go along with the Reversion or Remainder of the same Premises immediately expectant on such Demise or Lease, such yearly Rent or Rents as can reasonably be had or obtained for the Premises to be therein comprised, having regard to the Value of the Lessee's Interest in the Term surrendered upon the granting of such Lease, without taking any Sum or Sums of Money or other Thing by way of Fine, Premium, or Foregift for granting any such Demise or Lease, and so as in every such Demise or Lease there be contained Covenants on the Part of the Lessee or Lessees for Payment of the Rent or Rents thereby reserved, and for erecting and building such Erections and Buildings, and doing and making such Repairs and Improvements as shall be stipulated and agreed upon in and upon the demised Hereditaments, and for insuring the same against Fire in some or one of the public Offices in *London* or *Westminster* to the Extent of Two Third Parts at least of the Value of the Buildings, and for upholding the same Premises and all Buildings thereon in good and tenantable Repair during the Continuance of such Lease, and also a reasonable Condition or Clause of Re-entry in case of Nonpayment of Rent or the Breach or Nonperformance of any of the same Covenants; and the Lessee or Lessees to whom any such Demise or Lease shall be granted shall not by any Clause or Words therein contained be made dispunishable of Waste or exempted from Punishment for committing Waste (except as aforesaid), and shall seal and deliver a Counterpart of such Demise or Lease.

II. Provided always, and be it further enacted, That nothing in this Act contained shall be construed, deemed, or taken to revoke, annul, prejudice, lessen, or affect any of the Powers of leasing or other Powers given by or contained in the herein-before recited Indenture

Not to affect Powers of leasing, &c. contained in Settlement.

Indenture of the Twenty-first Day of *February* One thousand eight hundred and twenty-six.

General
Saving.

III. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *Charles Lord Southampton*, and all and every the Sons and Son of the Body of the said *Charles Lord Southampton* on the Body of the said *Harriet Lady Southampton* to be begotten, and the Heirs Male of the Body and respective Bodies of all and every such Sons and Son lawfully issuing, and all and every other Persons and Person having or claiming or who shall or may have or claim any Estate, Charge, Right, Title, or Interest of, in, to, out of, or upon all or any Part or Parts of the Hereditaments and Premises hereby authorized to be leased as herein-before is mentioned under the herein-before recited Indentures of the Twenty-first Day of *February* One thousand eight hundred and twenty-six, the Fourteenth Day of *February* One thousand eight hundred and forty-two, the Fifteenth Day of *February* One thousand eight hundred and forty-two, and the Fifth Day of *January* One thousand eight hundred and thirty-nine, or any of them,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever of, in, to, out of, or upon the same Hereditaments and Premises respectively, and every or any Part or Parts thereof respectively, as they, every or any of them, had before the passing of this Act, or could or might have held or enjoyed in case this Act had not been passed.

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

IV. 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.

LONDON: Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1842.