



ANNO SEPTIMO & OCTAVO

VICTORIÆ REGINÆ.

Cap. 33.

An Act to confirm certain Contracts for Leases made and entered into by *James Weller Ladbroke* Esquire of Lands and Premises at or near *Notting Hill* in the County of *Middlesex*; and to alter and enlarge the Powers of an Act passed in the First and Second Years of the Reign of His late Majesty King *George* the Fourth, intituled *An Act to enable James Weller Ladbroke Esquire and others to grant Building Leases of Lands in Kensington, Paddington, Notting Barns, and Westborne, in the County of Middlesex*; and for other Purposes relating thereto. [6th August 1844.]

WHEREAS *Richard Ladbroke*, late of *Tadworth Court* in the County of *Surrey*, Esquire, deceased, by his last Will and Testament in Writing, bearing Date the Fifth Day of *August* in the Year One thousand seven hundred and eighty-four, and executed and attested as the Law then required for the Devise of Freehold Estates, after giving to his Uncle *Anthony Hinckesman* an Annuity of Thirty Pounds during his Life, and charging all his Real Estate therein-after devised with the Payment thereof, gave, devised, and bequeathed unto his Cousin *Robert Ladbroke* Esquire, *William*
[Private.]

Will of
R.Ladbroke,
Esq., dated
5th Aug.
1784.

Howell Ewin of the University of *Cambridge*, Doctor of Laws, and *Francis Maseres* Esquire, Cursitor Baron of His Majesty's Exchequer, and their Heirs, Executors, and Administrators, for and during the natural Lives of his (the Testator's) Mother *Elizabeth Ladbroke*, and his Four Sisters, *Mary* the Wife of the Reverend *James Weller*, *Ann Ladbroke*, *Hannah Ladbroke*, and *Elizabeth Denton*, and the Life of the Survivor of them, all his Real Estates whatsoever, situate, lying, and being in the Parish of *Ryegate* in the County of *Surrey*, and in *Kensington*, *Paddington*, *Notting Barns*, *Westburn*, *South Mimms*, *Saint Sepulchres*, and *Enfield Chase*, or in any other Towns, Parishes, or Places to them or any of them next or near adjoining, in the said County of *Surrey* and the County of *Middlesex*, or elsewhere in *Great Britain*, and also his Leasehold Estate called *Havering Park* in the County of *Essex*, and all the Rest and Residue of his Real and Personal Estate whatsoever, with their and every of their Appurtenances, whereof or wherein he (the said Testator), or any Person or Persons in trust for him, had any Estate of Inheritance, to hold unto the said *Robert Ladbroke*, *William Howell Ewin*, and *Francis Maseres*, to the Use of them, their Heirs, Executors, Administrators, and Assigns, for and during the Lives of his said Mother and Four Sisters, and the Life of the Survivor of them, subject to and charged and chargeable, in the first place, with all his (the said Testator's) Debts, and then with all the said Annuities, and lastly with the Legacies therein-before and therein-after mentioned, and with the Interest thereof, as therein mentioned, upon the Trusts and to and for the Uses, Intents, and Purposes therein-after mentioned concerning the same; (that is to say,) upon trust to pay and divide the Rents, Issues, and Produce of his Real and Personal Estates, from Time to Time as the same should be received, equally between his said Mother and Four Sisters, or such of them as should be living at the Time of his Decease, equally, Share and Share alike; and in case of the Death of his said Mother or any or either of his said Sisters, then he directed that the Share of her or them so dying should go to the Survivor or Survivors, if more than one, equally, Share and Share alike; and from and after the Decease of the Survivor of his said Mother and Sisters, then he gave all his Freehold and Copyhold Estates in the Kingdom of *Great Britain* unto his Nephew *Osbert Denton*, and his Assigns, during his Life, without Impeachment of Waste, he taking the Surname of *Ladbroke*, chargeable, nevertheless, with the Payment of the following Annuities or yearly Sums, (to wit,) the clear yearly Sums of One hundred Pounds which he (the said Testator) gave to each of his Nephews and Nieces, *Elizabeth Denton*, *Mary Denton*, *Cary Hampton Weller*, *Mary Weller*, *James Weller*, *Charlotte Weller*, and *Hannah Weller*, or such of them as should be then living, during their respective Lives, for their respective sole and separate Use, with Powers of Entry and Distress in case of Nonpayment of the said respective Annuities or any or either of them, as therein mentioned; with Remainder, subject and chargeable as aforesaid, to the Use of the said *William Howell Ewin* and *Francis Maseres*, and their Heirs, during the Life of his said Nephew *Osbert Denton*, in trust to preserve contingent Remainders; Remainder to the Use of the First and every other Son of the said *Osbert Denton* successively in Tail Male; Remainder, subject and chargeable as aforesaid, to the Use of all and every other the Son
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and Sons of his (the Testator's) said Sister *Elizabeth Denton* successively in Tail Male; Remainder, subject and chargeable as aforesaid, unto his Nephew *Cary Hampton Weller*, and his Assigns, for his Life, without Impeachment of Waste, he taking the Surname of *Ladbroke*; Remainder to the Use of the said Trustees, and their Heirs, during the Life of the said *Cary Hampton Weller*, in trust to preserve contingent Remainders; Remainder to the Use of the First and every other Son of the said *Cary Hampton Weller* successively in Tail Male; Remainder, subject and chargeable as aforesaid, unto his (the said Testator's) Nephew *James Weller*, and his Assigns, for his Life, without Impeachment of Waste, he taking the Surname of *Ladbroke*; Remainder to the Use of the said Trustees, and their Heirs, during the Life of the said *James Weller*, in trust to preserve contingent Remainders; Remainder to the Use of the First and every other Son of the said *James Weller* successively in Tail Male; Remainder to the Use of all and every the other Son and Sons of his (the said Testator's) Sister *Mary Weller* successively in Tail Male; Remainder (subject and chargeable as aforesaid) unto the First and every other Son of the Body of his (the said Testator's) Sister *Ann Ladbroke* successively in Tail Male; Remainder, subject and chargeable as aforesaid, unto the First and every other Son of his (the said Testator's) Sister *Hannah Ladbroke* successively in Tail Male; Remainder, subject and chargeable as aforesaid, unto his (the Testator's) Cousin *Robert Ladbroke*, and his Assigns, for the Term of his natural Life, without Impeachment of Waste; Remainder to the Use of the said Trustees, and their Heirs, during the Life of the said *Robert Ladbroke*, in trust to preserve contingent Remainders; Remainder to the Use of the First and every other Son of the said *Robert Ladbroke* successively in Tail Male; Remainder to the Use of the Testator's right Heirs for ever; and the said Testator by his said Will authorized and empowered the several Devisees in his said Will named, when respectively in possession of his Real Estates by virtue of his said Will, to make any Lease or Leases of all or any Part of the said Premises not exceeding the Term of Twenty-one Years; and the said Testator appointed the said *Robert Ladbroke*, *William Howell Ewin*, and *Francis Maseres* Executors of his Will: And whereas the said Testator *Richard Ladbroke* departed this Life in or about the Month of *September* One thousand seven hundred and ninety-three, without having revoked or altered his said Will: And whereas the said *Elizabeth Ladbroke*, the Mother of the said Testator, departed this Life in the Month of *October* One thousand seven hundred and ninety-four; and the said *Ann Ladbroke*, one of the Sisters of the said Testator, departed this Life in the Month of *January* One thousand eight hundred; and the said *Elizabeth Denton*, another of the Sisters of the said Testator, departed this Life in the Month of *July* One thousand eight hundred and seven; and the said *Mary Weller*, another of the Sisters of the said Testator, departed this Life in the Month of *October* One thousand eight hundred and twelve; and the said *Hannah Ladbroke*, the other Sister of the said Testator, departed this Life in the Month of *December* One thousand eight hundred and seventeen: And whereas the said *Osbert Denton*, one of the Nephews of the said Testator, and the First Tenant for Life named in the said Will in remainder expectant upon the Decease of the Survivor of the said Mother and

and Four Sisters of the said Testator, did, upon the Decease of the said *Hannah Ladbroke*, become entitled to the said devised Estates as Tenant for Life thereof in possession under the Limitations contained in the said Will, and the said *Osbert Denton*, who had previously assumed the Surname of *Ladbroke*, departed this Life in or about the Month of *June* One thousand eight hundred and eighteen, a Bachelor; and his Mother, the said *Elizabeth Denton*, having previously died without leaving any other Issue Male, the said *Cary Hampton Weller*, upon the Decease of the said *Osbert Denton Ladbroke*, became entitled to the said devised Estates as Tenant for Life thereof in possession under the Limitations contained in the said recited Will; and the said *Cary Hampton Weller* departed this Life in the Month of *May* One thousand eight hundred and nineteen, a Bachelor; and thereupon the said *James Weller* entered upon the said devised Estates as Tenant for Life thereof in possession under the Limitations contained in the said Will, and shortly afterwards, pursuant to the Direction contained in the said Will, assumed the Surname of *Ladbroke*, by virtue of a Licence granted by His late Majesty King *George* the Third for that Purpose: And whereas the said *James Weller Ladbroke* on the Twenty-sixth Day of *May* One thousand eight hundred and three intermarried with *Caroline Raikes* Spinster, who is still living, but there is not any Issue Male of such Marriage: And whereas the said *Mary Weller*, one of the Sisters of the said Testator, left no other Sons but the said *Cary Hampton Weller* and *James Weller*, nor any Issue Male of any deceased Son or Sons of her: And whereas the said *Ann Ladbroke* and *Hannah Ladbroke*, Two other of the Sisters of the said Testator, both died without having been married: And whereas the said *Robert Ladbroke* intermarried, in the Year One thousand seven hundred and sixty-nine, with *Elizabeth Kingscote* Spinster, and departed this Life in the Month of *July* One thousand eight hundred and fourteen, leaving Issue Male by his said Wife Three Sons, (that is to say), *Robert Ladbroke*, *Felix Calvert Ladbroke*, and *Henry Ladbroke*, all of whom attained the Age of Twenty-one Years; and the said *Robert Ladbroke*, as the eldest Son of the said *Robert Ladbroke* deceased, is the First Tenant in Tail in existence under the Uses limited by the said Will of the said *Richard Ladbroke* deceased of the Hereditaments thereby devised: And whereas by an Act of Parliament passed in the First and Second Years of the Reign of His late Majesty King *George* the Fourth, intituled *An Act to enable James Weller Ladbroke Esquire and others to grant Building Leases of Lands in Kensington, Paddington, Notting Barns, and Westborne, in the County of Middlesex*, it was (amongst other things) enacted, that from and after the passing of that Act it should be lawful for the said *James Weller Ladbroke* from Time to Time during his Life, and after his Decease to and for the Person who should by virtue of or under the said recited Will of the said *Richard Ladbroke* be for the Time being seised of or entitled to the First Estate of Freehold or Inheritance in possession of and in the Messuages and Pieces or Parcels of Land or Ground mentioned in the Schedule thereunto annexed (being Part of the Freehold Hereditaments devised by the said recited Will of the said *Richard Ladbroke* the Testator), if such Person should be of the full Age of Twenty-one

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Years, or if not then to or for the Guardian or Guardians of such Person for the Time being, by Indenture or Indentures, to be sealed and delivered by him or them in the Presence of and attested by Two or more credible Witnesses, to demise or lease all or any Part or Parts of the Pieces or Parcels of Land or Ground mentioned in the said Schedule unto any Person or Persons who should have built thereon, or rebuilt or substantially repaired any Buildings on the same, or any Part or Parts thereof, or who should be willing and should covenant and agree to build, rebuild, or substantially repair any such Buildings, or unto such Person or Persons as he or they should nominate or appoint, for any Term of Years not exceeding Ninety-nine Years, to take effect in possession, and not in reversion or by way of future Interest, with Liberty for the Lessee or Lessees to lay out and appropriate any Part of the Premises to be comprised in such Lease or Leases, not exceeding Five Acres, to or with any One Messuage or Mansion House, as or for Paddocks, Plantations, Lawns, Gardens, Yards, or other Conveniences or Appendages of Use or Ornament, or as or for a Way or Ways, Passage or Passages, or in any other Manner or for any other Purpose for the Use and Convenience of the Lessee or Lessees or other Tenants or Occupiers of the Premises, and also Liberty to lay out and appropriate any Part or Parts of the said Premises as or for public Streets, Squares, Paths, and Passages, and to make Drains, Sewers, or other Easements, for the more convenient Enjoyment thereof, so that there were reserved in and by such Leases respectively the best and most improved yearly Rent that could be reasonably had for the same, to be made payable quarterly, and so that there were contained in such Leases respectively the several Covenants from the respective Lessees in the said Act mentioned, and Conditions of Re-entry for Nonpayment of the Rent to be thereby reserved by the Space of Twenty-one Days next after the same should become payable, or for Non-performance of the Covenants, Provisoos, or Conditions to be therein contained on the Part of the respective Lessees, and also such other Covenants, Provisoos, Conditions, Agreements, and Restrictions as are in the said Act also mentioned; and it was by the said Act further enacted, that it should be lawful for the said *James Weller Ladbroke*, and for the other Person or Persons thereby authorized to make such Lease or Leases as aforesaid, to enter into any Contract or Contracts in Writing for granting any Lease or Leases of the Lands or Grounds and Buildings mentioned in the said Schedule, or any Part or Parts thereof, pursuant to the Power and at the Rent and subject to the Restrictions therein-before contained, so far as the same should be applicable, and to agree, when and as any Land or Buildings so agreed to be let, or any Part or Parts thereof, should be built upon, rebuilt, or repaired in the Manner and to the Extent to be stipulated in any such Contract, by One or more Indenture or Indentures to demise and lease the Lands and Buildings to be mentioned in such Contract, or any Part or Parts thereof, unto the Person or Persons contracting to take the same as aforesaid; or unto such other Person or Persons as he or they should nominate and appoint in that Behalf, for and during the Remainder of the Term to be specified in such Contract, and in such Parcels, and under and subject to such Portions of the yearly Rent or Rents, to be specified in such Contract, as should be thought

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proper, but so nevertheless that no one of the said apportioned Rents should be less than Two Pounds a Year, nor exceed One Seventh Part of the clear yearly Rack Rent or Value of the Ground by any Indenture of Lease demised, and the Buildings erected thereon at the Time of granting such Lease, save and except that after a Reservation of several apportioned Rents to the Amount of the Rent to be specified in such Contract the Residue of the Ground (if any), with the Buildings thereon, might be granted by one Lease or by several Leases at the yearly Rent of a Peppercorn to be reserved by such one Lease or by each of such several Leases, and all Leases to be granted pursuant to such Contract should be subject to such Covenants, Conditions, and Agreements as were therein-before directed to be contained in the Leases first therein-before authorized to be made, so far as the same should be applicable; and it was by the said Act further enacted, that in every such Contract there should be inserted a Clause or Condition for vacating the same, or for Re-entry into such Part or Parts of the Lands and Buildings therein comprised and agreed to be let as should not be built upon, rebuilt, or repaired in the Manner therein stipulated, within a reasonable Time, to be therein appointed, and also a Clause or Condition that the Person or Persons to whom such Lease or Leases ought to be granted, pursuant to such Contract, should accept the same, and execute a Counterpart or Counterparts thereof, and pay the reasonable Charges of preparing the same, within a reasonable Time, to be thereby appointed, or that in default thereof such Contract should be void, and all and every such Contract or Contracts should be carried into performance by a Lease or Leases to be granted in pursuance of the Power and subject to the Restrictions therein-before contained, so far as the same should be applicable; and it was by the said Act further enacted, that it should be lawful for the said *James Weller Ladbroke* to raise the Costs and Expences of applying for and obtaining the said Act, not exceeding in the whole the Sum of Six hundred Pounds, with lawful Interest thereon from the Time of expending the same respectively, by demising the said Lands or Grounds and Premises mentioned in the said Schedule, or any Part thereof, by way of Mortgage, to any Person or Persons willing to lend the same, and that until the said Costs and Expences should be raised the same, not exceeding the Amount aforesaid, should be charged upon the Hereditaments mentioned in the said Schedule: And whereas the said *Felix Calvert Ladbroke* on the Thirteenth Day of *February* One thousand seven hundred and ninety-six intermarried with *Mary Anne Shubrick*, and departed this Life on the Fourteenth Day of *March* One thousand eight hundred and forty, leaving *Felix Ladbroke*, who is still living, his eldest and only Son by his said Wife, him surviving: And whereas by a Contract or Agreement bearing Date on or about the Second Day of *October* One thousand eight hundred and forty, and made or expressed to be made between the said *James Weller Ladbroke* of the one Part, and *William Chadwick* of *Trinity Square* in the County of *Surrey*, Builder, of the other Part, the said *James Weller Ladbroke*, in pursuance and in exercise of the Power vested in him by the said in part recited Act of Parliament, and for the Considerations in the said Contract or Agreement mentioned, did agree to let, and the said *William Chadwick* did agree to

Building
Agreement
between
James
Weller Lad-
broke and
William
Chadwick,
2d Oct. 1840.

to take, from *Christmas Day* then last past, Three several Pieces of Ground therein particularly described, and situate at *Notting Hill*, and in the Parish of *Saint Mary Abbots Kensington*, being Part of certain Meadows there called the *Plough Field* and *Pond Field*, (which were a Portion of the Ground and Premises comprised in the said Schedule to the said recited Act,) together with the Five Brick Messuages or Tenements and other Erections and Buildings erected and built on one of the said Pieces of Ground, and also the Site of a certain Cottage or Tenement situate at the Corner of *Porto Bello Lane*, as the said Pieces or Parcels of Ground, together with the Roads and Sewers made or intended to be made, were more particularly described by the Plan or Ground Plot drawn in the Margin of the said Contract or Agreement now in recital, together with full and free Liberty and uninterrupted Right of Way and Passage, with Horses and Carriages and all other Articles, or without, at all Times and for all Purposes, into, out of, over, and along the said Roads as were made or intended to be made, and were set forth in the said Plan, and such Portions thereof as should or might be made or appropriated for a Pavement or Pavements, Footpath or Footpaths, the said Premises (with the Liberty and Right of Way as aforesaid) to be let and taken for the Term of Ninety-six Years from the Twenty-fifth Day of *December* then last past, at the yearly Rent of One hundred and four Pounds for the First Year, One hundred and six Pounds Fifteen Shillings for the Second Year, One hundred and eight Pounds Ten Shillings for the Third Year, and at the yearly Rent of One hundred and twelve Pounds Seventeen Shillings for each succeeding Year of the said Term, the said Rents to be payable quarterly, as in the said Contract or Agreement mentioned; and in the said Contract or Agreement now in recital are contained (among other Covenants, Conditions, and Restrictions proper and requisite to be inserted in Building Contracts, in conformity with the Provisions of the said recited Act,) Covenants on the Part of the said *William Chadwick* to erect and cover in on the said Pieces or Parcels of Ground thereby agreed to be demised, or some Part thereof, at such Periods as therein mentioned and since past, and in addition to the said Messuages already erected thereon, not exceeding Six nor less than Four substantial Brick Messuages or Dwelling Houses, and to expend in such Messuages or Dwelling Houses the Sum of Four thousand Pounds at the least, and no one of them to be of less Value than the Sum of Seven hundred and fifty Pounds, or have appropriated or enjoyed therewith less than a Quarter of an Acre of the Ground thereby agreed to be demised, including the Site thereof, without such Consent as therein mentioned, to make proper Vaults, Areas, and Drains to the said Messuages or Dwelling Houses, and also proper Sewers in such Direction and Manner as should be prescribed by the Surveyor for the Time being of the said *James Weller Ladbroke*, or other the Person or Persons who for the Time being should be entitled to the said Hereditaments thereby agreed to be demised, in reversion expectant on the Determination of the said Term, and as regulated by the Commissioners of Sewers, and also to make the new Road of the Width of Eighty Feet in the Direction and as described in the said Plan or Ground Plot, with suitable Pavements or Footpaths; and by the said Contract or Agreement now in recital
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a Power was given or reserved to the said *William Chadwick*, his Executors, Administrators, or Assigns, to erect and build upon the said Pieces or Parcels of Ground and Premises, or any Part or Parts thereof, any other Messuages or Dwelling Houses, Messuage or Dwelling House, Erections and Buildings, so as each of such Messuages or Dwelling Houses, Erections and Buildings, were of the Value of Seven hundred and fifty Pounds at the least, but not otherwise, and so as the Site thereof and of the Ground appropriated thereto contained at the least One Quarter of an Acre, but not otherwise, unless with the Consent in Writing of the said *James Weller Ladbroke*, or such Person or Persons as aforesaid, and so as the said *William Chadwick*, his Executors, Administrators, or Assigns, made proper Vaults, Areas, and Drains thereto, the whole of the Buildings to be executed and built agreeably to the following (among other) Conditions, that no external or Party Walls should be in any Part of less Thickness than One Brick and a Half, and all the said Buildings and Works before mentioned were to be made and executed according to such Ranges and Levels and in such Manner in all respects as should be previously approved by the Surveyor for the Time being of the said *James Weller Ladbroke*, or of the Person or Persons who for the Time being should be entitled as aforesaid; and by the said Contract or Agreement now in recital Provision was made for the said Pieces or Parcels of Ground thereby agreed to be demised, with the Messuages or Dwelling Houses, Erections and Buildings, to be erected and built thereon, being demised from Time to Time by One or more Lease or Leases to the said *William Chadwick*, or his Nominee or Nominees, and it was also thereby agreed that the aforesaid yearly Rents agreed to be paid for the whole of the Ground thereby agreed to be demised should be apportioned in such Lease or Leases respectively in such Manner as should be to the Satisfaction of the Person or Persons granting the same, and conformably to the Provisions of the said recited Act of Parliament; but the said Contract or Agreement contains no express Stipulation or Provision for the granting of any Lease or Leases of the Remainder of the Ground, with the Buildings thereon (if any), at the Rent of a Peppercorn, when the whole of the Rents should have been fully reserved in previous Leases: And whereas by a certain other Contract or Agreement, bearing Date on or about the Fifth Day of *October* One thousand eight hundred and forty, and made or expressed to be made between the said *James Weller Ladbroke* of the one Part, and *Jacob Connop* of *Dorset Place* in the County of *Middlesex*, Esquire; of the other Part, the said *James Weller Ladbroke*, pursuant to and in further Exercise of the Power vested in him by the said in part recited Act of Parliament, and for the Considerations in the said Contract or Agreement now in recital mentioned, did agree to let, and the said *Jacob Connop* did agree to take, from the *Twenty-ninth Day of September* then last, the several Pieces or Parcels of Meadow or Pasture Land therein particularly described (being other Part of the Ground comprised in the said Schedule to the said recited Act), and situate in the said Parishes of *Kensington, Paddington, Westbourne, and Notting Barns*, some or one of them, the same Premises being more particularly described by a Plan or Ground Plot drawn in the Margin of the said Contract or Agreement now in recital

Building
Agreement
between
J. W. Lad-
broke and
J. Connop,
5th Oct. 1840.

recital (excepting out of the same Contract or Agreement the Right of Way therein mentioned, but including therein a Right of Way to the said *Jacob Connop*, his Executors, Administrators, or Assigns, his and their Tenants, Workmen, and others, from Time to Time during the Continuance of the Term thereby agreed to be granted, at his and their own Will and Pleasure, in, through, over, along, and upon the intended new Roads (which in the said Plan were coloured Yellow), as an Easement to be enjoyed by him and them in respect of the Premises thereby agreed to be demised), the said Premises (except as aforesaid) to be let and taken for the Term of Ninety-nine Years from the Twenty-ninth Day of *September* then last, at the yearly Rent of Three hundred and thirteen Pounds Seven Shillings for the First Year, Four hundred and fifty-two Pounds and Four Shillings for the Second Year, Six hundred and two Pounds Ten Shillings for the Third Year, Seven hundred and fifty-three Pounds Two Shillings for the Fourth Year, Nine hundred and three Pounds Twelve Shillings for the Fifth Year, and at the yearly Rent of One thousand and forty-five Pounds Eight Shillings for each succeeding Year, the said Rents to be payable quarterly, as in the said Contract or Agreement now in recital mentioned; and in the said Contract or Agreement now in recital are contained (among other Covenants, Conditions, and Restrictions proper and requisite to be inserted in Building Contracts, in conformity with the Provisions of the said recited Act of Parliament,) Covenants on the Part of the said *Jacob Connop*, on or before such Period as therein mentioned and since past, to make the Road shown by the said Plan leading from the Turnpike Road to the East Side of the Premises therein-before agreed to be demised, and also on or before the Twenty-ninth Day of *September* One thousand eight hundred and forty-two to erect and cover in, on the said Pieces or Parcels of Ground thereby agreed to be demised, Two or more substantial Brick Messuages or Dwelling Houses, and to expend in such Messuages or Dwelling Houses as aforesaid the Sum of Five thousand Pounds at the least, and in each Year of the succeeding Nineteen Years of the said Term thereby agreed to be granted to erect and cover in Two or more other substantial Brick Messuages or Dwelling Houses, and to expend in such Messuages or Dwelling Houses as last aforesaid the Sum of Five thousand Pounds at the least in each such Year of the said succeeding Nineteen Years of the said Term, and also on or before such Period as therein mentioned and since past to make and complete new Roads and Sewers, of such Widths and in such Directions and Manner, and with suitable Pavements or Footpaths thereto, as should be approved of in Writing by the Surveyor for the Time being of the said *James Weller Ladbroke* or his Assigns, or the Person or Persons for the Time being entitled to the said Hereditaments thereby agreed to be demised, in reversion expectant on the said Term of Ninety-nine Years, and to expend in such new Roads and Sewers, and Pavements or Footpaths, the Sum of Two thousand Pounds at the least, and that no one of the Messuages or Dwelling Houses to be built on the Ground thereby agreed to be demised should be of less Value than the Sum of Five hundred Pounds, nor should less than One Half in Number of the said Messuages or Dwelling Houses which should be erected under the Covenant therein-before contained upon the said Ground, as the same should respectively from Time to Time progress, be of

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less Value than the Sum of One thousand Pounds each, nor should a greater Number than Three hundred and fifty Messuages or Dwelling Houses in the whole be erected upon the said Ground, Power being by the said Contract or Agreement expressly reserved to the said *Jacob Connop*, his Executors, Administrators, or Assigns, in any one of the first Twenty Years of the said Term, to erect a greater Number of such Messuages and Tenements than were therein-before covenanted to be erected, and to expend therein a greater Amount than Five thousand Pounds, as therein-before contemplated, and in that Case the Excess of Expenditure beyond Five thousand Pounds was to be treated and considered as Performance to the Extent of such Excess of his (the said *Jacob Connop's*) Covenant therein-before contained for expending Monies in building during future Years of the said Term following such Year or Years during which he should have expended a greater rateable Sum or Sums *per Annum* than he had stipulated to do by the aforesaid Covenant, (*videlicet*,) the Sum of Five thousand Pounds *per Annum*; and the said *Jacob Connop* also covenanted, in the said Contract or Agreement now in recital, at the Time of erecting the said Messuages or Dwelling Houses on the Premises thereby agreed to be demised, to make proper Vaults, Areas, Drains, and Sewers thereto, as regulated by the Commissioners of Sewers, and at the same Time to erect Brick Walls or Iron or Stone Fences to separate any Yards or Gardens which should be appropriated to any of such Messuages or Dwelling Houses, the whole of the Buildings and Works to be executed agreeably to the following (among other) Conditions, that no external or Party Walls should be in any Part of less Thickness than Thirteen Inches and a Half, and the whole of the several Buildings and Works before mentioned, and any other Erections to be made on the said Pieces or Parcels of Ground thereby agreed to be demised, to be made and executed according to such Ranges and Levels as should be approved in Writing by the Surveyor for the Time being of the said *James Weller Ladbroke*, or of the Person or Persons who for the Time being should be entitled as aforesaid; and by the said Contract or Agreement now in recital Provision was made for the said Pieces or Parcels of Ground thereby agreed to be demised, with the Messuages or Dwelling Houses, Erections and Buildings, to be erected and built thereon, being demised from Time to Time by One or more Lease or Leases to the said *Jacob Connop*, or his Nominee or Nominees; and it was also thereby agreed that the aforesaid yearly Rents agreed to be paid for the whole of the Ground thereby agreed to be demised should be apportioned and reserved in such Lease or Leases respectively in such Manner as should be to the Satisfaction of the Person or Persons granting the same, and conformably to the Provisions in the said recited Act of Parliament; but the same Contract or Agreement contains no express Stipulation or Provision for the granting of any Lease or Leases of the Remainder of the Ground, with the Buildings thereon (if any), at the Rent of a Peppercorn, when the aforesaid yearly Rents should have been fully reserved in previous Leases: And whereas by a certain other Contract or Agreement, bearing Date on or about the Third Day of *February* One thousand eight hundred and forty-one, and made or expressed to be made between the said *James Weller Ladbroke* of the one Part, and *John Duncan* of *Great George Street* in the County

Building
Agreement
between
J. W. Lad-
broke and
John Dun-
of

of *Middlesex*, Esquire, of the other Part, the said *James Weller Ladbroke*, pursuant to and in further Exercise of the Power vested in him by the said in part recited Act of Parliament, for the Considerations in the same Contract or Agreement mentioned, did agree to let, and the said *John Duncan* did agree to take, from the Twenty-ninth Day of *September* then last, the several Pieces or Parcels of Meadow or Pasture Land therein particularly described (being other Part of the Ground comprised in the said Schedule to the said recited Act), and situate in the said Parishes of *Kensington, Paddington, Westbourne,* and *Notting Barns*, (some or one of them,) together with the several Cottages, Stables, and other Buildings thereon erected and built, the same Premises being more particularly described by a Plan or Ground Plot thereof drawn in the Margin of the said Contract or Agreement now in recital (except the Right of Way therein mentioned), the said Premises (except as aforesaid) to be let and taken for the Term of Ninety-nine Years from the Twenty-ninth Day of *September* then last, at the yearly Rent of Four hundred and four Pounds Fifteen Shillings for the First Year of the said Term, Five hundred and seventy-eight Pounds Five Shillings for each of the Second and Third Years, Seven hundred and seventy-one Pounds for the Fourth Year, Nine hundred and sixty-three Pounds Fifteen Shillings for the Fifth Year, One thousand one hundred and fifty-six Pounds Ten Shillings for the Sixth Year, and at the yearly Rent of One thousand three hundred and forty-nine Pounds Five Shillings for each succeeding Year of the said Term, the said Rents to be paid quarterly, as in the said Contract or Agreement now in recital mentioned; and in the said Contract or Agreement now in recital are contained (among other Covenants, Conditions, and Restrictions proper and requisite to be inserted in Building Contracts, in conformity with the Provisions of the said recited Act of Parliament,) Covenants on the Part of the said *John Duncan*, on or before the Twenty-ninth Day of *September* One thousand eight hundred and forty-six, to erect and cover in, on the said Pieces or Parcels of Ground thereby agreed to be demised, or some Part thereof, Two or more substantial Brick-built Messuages or Dwelling Houses, and to expend in such Messuages or Dwelling Houses the Sum of Five thousand Pounds at the least, and in each Year of the succeeding Fifteen Years of the said Term thereby agreed to be granted to erect and cover in Two other more substantial Brick Messuages or Dwelling Houses, and to expend therein the Sum of Five thousand Pounds at the least in each such Year of the said succeeding Fifteen Years, and also on or before such Period as therein mentioned and since past to make and complete, either alone or in conjunction with the said *Jacob Connop*, the Lessee of the adjoining Premises, new Roads and Sewers, of such Widths and in such Direction and Manner, and with suitable Pavements or Footpaths thereto, as should be approved of in Writing by the Surveyor for the Time being of the said *James Weller Ladbroke* or his Assigns, or the Person or Persons for the Time being entitled to the said Hereditaments thereby agreed to be demised, in reversion expectant on the Determination of the said Term of Ninety-nine Years, and to expend in such new Roads and Sewers, and Pavements or Footpaths, the Sum of Two thousand Pounds at the least, and also that no one of the Messuages or Dwelling Houses to be built

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built on the Ground thereby agreed to be demised should be of less Value than the Sum of Five hundred Pounds, nor should less than One Half in Number of the Messuages or Dwelling Houses which should be erected upon the said Ground under the Covenant therein-before contained, as the same should respectively from Time to Time progress, be of less Value than the Sum of One thousand Pounds each, nor should a greater Number than Two hundred and fifty Messuages or Dwelling Houses in the whole be erected upon the said Ground, Power being however by the said Contract or Agreement now in recital expressly reserved to the said *John Duncan*, his Executors, Administrators, or Assigns, in any one of the first Twenty-one Years of the said Term, to erect any of such Messuages and Tenements as were therein-before covenanted to be erected, and to expend therein any greater Amount than Five thousand Pounds, as therein-before contemplated to be expended in the particular Years therein-before specified, and in that Case it was provided that the Expenditure or Excess of Expenditure beyond what was therein-before covenanted to be expended in such specified Years should be treated and considered as Performance to the Extent of such Excess of his (the said *John Duncan's*) Covenant therein-before contained for expending Monies in building during future Years of the said Term following such Year or Years during which he should have expended a greater rateable Sum or Sums *per Annum* than he has stipulated to do by the aforesaid Covenant, (*videlicet,*) the Sum of Five thousand Pounds *per Annum*; and the said *John Duncan* also covenanted, in the said Contract or Agreement now in recital, at the Time of erecting the said Messuages or Dwelling Houses on the Premises thereby agreed to be demised, to make proper Vaults, Areas, Drains, and Sewers thereto, as regulated by the Commissioners of Sewers, and at the same Time to erect Brick Walls or Iron or Stone Fences to separate any Yards or Gardens which should be appropriated to any such Messuages or Dwelling Houses, the whole of the Buildings and Works to be executed agreeably to the following (among other) Conditions, that no external or Party Walls should be in any Part of less Thickness than Thirteen and a Half Inches, and the whole of the several Buildings and Works before mentioned, and other Erections to be made on the said Pieces or Parcels of Ground thereby agreed to be demised, to be made and executed according to such Ranges and Levels, and all the Roads to be made of such Widths and in such Directions and Manner, as should be approved in Writing by the Surveyor for the Time being of the said *James Weller Ladbroke*, or of the Person or Persons who for the Time being should be entitled as aforesaid; and by the said Contract or Agreement now in recital Provision was made for the said Pieces or Parcels of Ground thereby agreed to be demised, with the Messuages or Dwelling Houses, Erections and Buildings, to be erected and built thereon, being demised from Time to Time by One or more Lease or Leases to the said *John Duncan*, or his Nominee or Nominees; and it was also thereby agreed that the aforesaid yearly Rents agreed to be paid for the whole of the Ground thereby agreed to be demised should be apportioned and reserved in such Lease or Leases respectively in such Manner as should be to the Satisfaction of the Person or Persons granting the same, and conformably to the Provisions of the said

recited Act of Parliament; but the same Contract or Agreement contains no express Stipulation or Provision for the granting of any Lease or Leases of the Remainder of the Ground, with the Buildings thereon (if any), at the Rent of a Peppercorn, when the aforesaid yearly Rents shall have been fully reserved in previous Leases: And whereas by a Contract or Agreement, bearing Date on or about the First Day of *November* One thousand eight hundred and forty-two, and made or expressed to be made between the said *James Weller Ladbroke* of the one Part, and *Richard Roy* of *Lothbury* in the City of *London*, Gentleman, of the other Part, the said *James Weller Ladbroke*, pursuant to and in further Exercise of the Power vested in him by the said in part recited Act of Parliament, and for the Considerations in the said Contract or Agreement now in recital mentioned, did agree to let, and the said *Richard Roy* did agree to take, from the Twenty-ninth Day of *September* then last, a certain Piece or Parcel of Ground situate at *Notting Hill* aforesaid, being other Part of the Ground comprised in the said Schedule to the said in part recited Act, and being also Part of Three Fields commonly called or known by the Names of the *Ten Acre Field*, the *Twelve Acre Field*, and the *Fifteen Acre Field*, together with the Erections, Buildings, and Sheds thereon erected and built, and which said Piece or Parcel of Ground was more particularly described by a Plan or Ground Plot thereof drawn in the Margin of the said Contract or Agreement now in recital (save the Right of Way therein mentioned), the said Premises (except as aforesaid) to be let and taken for the Term of Ninety-seven Years from the Twenty-ninth Day of *September* then last, at the yearly Rent of Twenty-five Pounds for each of the First Ten Years of the said Term, and at the yearly Rent of Forty Pounds for each succeeding Year, the said Rents to be paid quarterly, as in the said Contract or Agreement now in recital mentioned; and in the said Contract or Agreement now in recital are contained (among other Covenants, Conditions, and Restrictions proper and requisite to be inserted in Building Contracts, in conformity with the Provisions of the said recited Act of Parliament,) Covenants on the Part of the said *Richard Roy* to enclose the Piece of Waste Ground containing Two Roods or thereabouts, and lying between the Sewer designated in the said Plan drawn in the Margin of the said Contract or Agreement and *Norland Lane*, and to bear all the Expences attending such Inclosure, or consequent upon the taking or keeping Possession thereof, and on or before the Twenty-ninth Day of *September* One thousand eight hundred and fifty-two to erect and cover in, on the said Piece or Parcel of Ground thereby agreed to be demised, or some Part thereof, Stables or such other Buildings as should previously to the Erection thereof be approved by the Surveyor for the Time being of the said *James Weller Ladbroke* or his Assigns, or the Person or Persons for the Time being entitled to the said Hereditaments thereby agreed to be demised, in reversion expectant on the Determination of the said Term of Ninety-seven Years, and to expend in such Buildings the Sum of Two thousand Pounds at the least, and also on or before the said Twenty-ninth Day of *September* One thousand eight hundred and fifty-two to make and complete new Roads and Sewers, of such Widths and in such Directions and Manner, and with suitable Pavements

Building
Agreement
between
J. W. Lad-
broke and
Richard
Roy, 1st Nov.
1842.

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ments or Footpaths thereto, as should be approved of in Writing by the Surveyor for the Time being of the said *James Weller Ladbroke* or his Assigns, or such Person or Persons for the Time being entitled as aforesaid, and further, at the Time of erecting the several Buildings which should at any Time be erected on the Premises thereby agreed to be demised, to make proper Vaults, Areas, Drains, and Sewers thereto, as regulated by the Commissioners of Sewers, and at the same Time to erect Brick Walls or Iron or Stone Fences to separate any Yards or Gardens which should be appropriated to any of such Buildings, the whole of the Buildings and Works to be executed under the Superintendence and to the Satisfaction of the said Surveyor, and conformably to the Provisions of the Building Act, Fourteenth *George Third*, and any other Erections to be made on the said Piece or Parcel of Ground thereby agreed to be demised to be made and executed according to such Ranges and Levels, and all the Roads to be made of such Width and in such Directions and Manner, as should be approved in Writing by the said Surveyor for the Time being of the said *James Weller Ladbroke*, or of the Person or Persons who for the Time being should be entitled as aforesaid; and by the said Contract or Agreement now in recital Provision was made for the said Piece or Parcel of Ground thereby agreed to be demised, with the Buildings to be erected thereon, being demised from Time to Time by One or more Lease or Leases to the said *Richard Roy*, or his Nominee or Nominees; and it was also thereby agreed that the aforesaid yearly Rents agreed to be paid for the whole of the Ground thereby agreed to be demised should be apportioned and reserved in such Lease or Leases respectively in such Manner as should be to the Satisfaction of the Person or Persons granting the same, and conformably to the Provisions of the said recited Act of Parliament; but the same Contract or Agreement contains no express Stipulation or Provision for the granting of any Lease or Leases of the Remainder of the Ground, with the Buildings thereon (if any), at the Rent of a Peppercorn, when the aforesaid yearly Rents should have been fully reserved in previous Leases: And whereas by certain Articles of Agreement, bearing Date on or about the Sixteenth Day of *February* One thousand eight hundred and forty-four, and made or expressed to be made between the said *James Weller Ladbroke* of the First Part, the said *Robert Ladbroke* of the Second Part, and *William Henry Jenkins* of Number 43, *Lincoln's Inn Fields* in the County of *Middlesex*, Civil Engineer, of the Third Part, the said *James Weller Ladbroke*, in consideration of the Rents therein-after agreed to be paid, and of the several Covenants, Matters, and Things therein-after contained and covenanted to be performed by the said *William Henry Jenkins*, did agree to let, and the said *William Henry Jenkins* did agree to take, from the Twenty-fourth Day of *June* then next ensuing, certain Pieces or Parcels of Land respectively called *Longlands* and the *Hooks* (being other Part of the Ground comprised in the said Schedule to the said recited Act of Parliament), the same and the Abuttals and Boundaries thereof being delineated and more particularly described in the Plan or Ground Plot thereof endorsed on the Second Skin of the said Articles of Agreement now in recital, wherein the said Premises were coloured Green, the said Premises to be let and taken for

Building
Agreement
between
J. W. Lad-
broke and
W. Henry
Jenkins,
16th Feb.
1844.

for the Term of Ninety-nine Years from the said Twenty-fourth Day of *June* then next, at the yearly Rent of One hundred and fifty Pounds for the First Year, Two hundred and fifty Pounds for the Second Year, Three hundred and fifty Pounds for the Third Year, Four hundred and fifty Pounds for the Fourth Year, and Five hundred and sixty Pounds for each succeeding Year of the said Term, and to be paid quarterly, in lawful *British* Money current in *England*, to the said *James Weller Ladbroke* or his Assigns, or to the Person or Persons who for the Time being should be entitled to the said Hereditaments thereby agreed to be demised, in reversion expectant on the Determination of the said Term of Ninety-nine Years, on the Twenty-fifth Day of *March*, the Twenty-fourth Day of *June*, the Twenty-ninth Day of *September*, and the Twenty-fifth Day of *December* in every Year, free from all Deductions whatsoever, the first Payment of Rent to be made on the Twenty-ninth Day of *September* then next ensuing; and the said *William Henry Jenkins*, for himself, his Heirs, Executors, Administrators, and Assigns, did by the said Articles of Agreement now in recital covenant with the said *James Weller Ladbroke* and his Assigns, and other the Person or Persons who should for the Time being be entitled to the said Hereditaments thereby agreed to be demised, in reversion expectant on the Determination of the said Term of Ninety-nine Years, that he the said *William Henry Jenkins*, his Executors, Administrators, or Assigns, would pay the said Rents at the Times and in the Proportions and in manner therein-before mentioned, and also during the Continuance of the said Term pay all future Land Tax (if any), the Land Tax theretofore payable in respect of the said Premises having been redeemed, and the Sewers Rates, and all other present or future Taxes, Charges, Assessments, and Impositions whatsoever, parliamentary, parochial, or otherwise, upon or in respect of the said Premises thereby agreed to be demised (except only the Landlord's Property or Income Tax); and the said *William Henry Jenkins*, for himself, his Heirs, Executors, and Administrators, did thereby further covenant with the said *James Weller Ladbroke* and his Assigns, and such Person or Persons as aforesaid, that he the said *William Henry Jenkins*, his Executors, Administrators, or Assigns, would, within Twelve Years from the passing of an Act of Parliament then intended to be applied for (meaning thereby this present Act), at his and their own proper Costs and Charges, set out and also make and complete upon the said Premises by the said Articles of Agreement now in recital agreed to be demised, or upon Part thereof, and in a good and substantial Manner in every respect, and with good, proper, and suitable Materials, new Roads, with proper Footpaths thereto, of such Form and Width and in such Directions and Manner in all respects as the said *William Henry Jenkins*, his Executors, Administrators, or Assigns, should in his or their Discretion deem necessary or advisable, but so nevertheless that convenient Accesses were thereby formed to the Messuages or Dwelling Houses therein-after covenanted to be built, and that no such Road was made of a less Width than Thirty-five Feet inclusive of Footpaths, and also that he the said *William Henry Jenkins*, his Executors, Administrators, or Assigns, would, within Twelve Years from the passing of the said Act of Parliament then intended to be applied for (meaning thereby this present Act),
build

build and cover in, on the said Pieces or Parcels of Ground by the said Articles of Agreement now in recital agreed to be demised, or some Part thereof, good and substantial Brick Messuages or Dwelling Houses, to the Number of Eighty at the least, with good and substantial Materials and Workmanship of all Sorts, and that no one of the Messuages or Dwelling Houses thereby covenanted to be built on the Ground thereby agreed to be demised should be of less Value than the Sum of Five hundred Pounds, and further that he the said *William Henry Jenkins*, his Executors, Administrators, or Assigns, would, at the Time of erecting the said Messuages or Dwelling Houses, make proper Sewers and Drains thereto, as regulated by the Commissioners of Sewers, and would erect Brick or Stone Walls or Iron Fences to separate any Yards or Gardens which should be appropriated to any such Messuages or Dwelling Houses, and would, in part performance of that present Covenant and of the Covenants therein-before contained in regard to the making of such new Roads, and to the building of such Messuages or Dwelling Houses respectively as aforesaid, lay out and expend in such Roads, Sewers, Messuages or Dwelling Houses, and Fences, within Five Years from the passing of the said Act of Parliament then intended to be applied for (meaning thereby this present Act), a Sum in the whole of not less than Ten thousand Pounds at the least, the whole of the Buildings and Works to be executed with Walls built with sound Bricks, the Timber to be from the *Baltic*, the Gutters and Flats with Seven Pound Lead, the Roofs to be covered with Slates, and to be built conformably to the Provisions of the Building Act of Fourteenth *George* Third, or any future Building Act that might be substituted, and further that the said *James Weller Ladbroke*, and such Person or Persons as aforesaid, and his and their Surveyor for the Time being, with or without Workmen, should have at all reasonable Times full Liberty to enter upon the said Premises thereby agreed to be demised to view and survey the Buildings to be at any Time erected thereon, and the Materials to be therein used, the said Surveyor to be paid by the said *William Henry Jenkins*, in respect of each of such Eighty Messuages or Buildings, and of any other Messuages or Buildings of which a Lease should be required, until a Surveyor should be appointed for the District or Parish within which the Premises thereby agreed to be demised were situate, but not longer, the like Fees as were made payable to the District Surveyors under the Building Act of Fourteenth Year of the Reign of His Majesty King *George* the Third, and after a Surveyor should have been appointed for the said District then One Half of the said Fees; and in consideration of the Premises the said *James Weller Ladbroke* (with the Consent and Approbation of the said *Robert Ladbroke*, testified by his being a Party to and sealing and delivering the Articles of Agreement now in recital,) did thereby, for himself, his Heirs, Executors, and Administrators, covenant with the said *William Henry Jenkins*, his Executors, Administrators, and Assigns, that when and as any of the Messuages or Dwelling Houses, Erections and Buildings, therein-before covenanted to be built, should be built and covered in, and the Sewers, Drains, Walls, and Fences should be completed, with Roads forming convenient Accesses thereto respectively as aforesaid, (the same, if required, to be certified by the Surveyor

Surveyor of the said *James Weller Ladbroke*, or other the Person or Persons for the Time being entitled to the Reversion of the said Premises, expectant on the Determination of the said Term of Ninety-nine Years, as having been done in conformity with the said Articles of Agreement now in recital as aforesaid,) he the said *James Weller Ladbroke*, or other the Person or Persons for the Time being entitled to an Estate of Freehold or Inheritance in possession of and in the Pieces or Parcels of Ground, and other Premises thereby agreed to be demised, would, at the Request and Expence of the said *William Henry Jenkins*, his Executors, Administrators, or Assigns, execute and grant to him or them, or to other the Nominee or Nominees of the said *William Henry Jenkins*, his Executors, Administrators, or Assigns, as he or they should direct, One or more Lease or Leases of such Part or Parts of the said Pieces or Parcels of Ground and other Premises thereby agreed to be demised and therein-before described, upon which such Messuage or Dwelling House, Messuages or Dwelling Houses as aforesaid should be built and covered in, together with the Land or Ground attached thereto, for the Use and Convenience thereof, and all Erections and Buildings thereon, and the Appurtenances thereto respectively, and which Lease or Leases the said *William Henry Jenkins*, for himself, his Executors, Administrators, or Assigns, Nominee or Nominees, thereby agreed to accept and take, the same being prepared by the Solicitor of the Person or Persons granting the same, and a Counterpart or Counterparts thereof to be executed by the respective Lessee or Lessees at his or their Expence, and such Counterpart or Counterparts to be delivered to the Person or Persons granting such Lease or Leases respectively as aforesaid, on the Receipt of such Lease or Leases respectively; and it was by the said Articles of Agreement now in recital covenanted and agreed by and between the said Parties thereto that the aforesaid yearly Rents agreed to be paid for the whole of the Ground thereby agreed to be demised should be apportioned and reserved in such Lease or Leases respectively in such Manner as the said *William Henry Jenkins*, his Executors, Administrators, or Assigns, should require, but so nevertheless that no one of the said apportioned Rents should be less than Two Pounds a Year, nor exceed One Fifth Part of the clear yearly Rack Rent or Value of the Land and Buildings by each such Lease demised, computing such Rack Rent or Value according to the Value of which the Buildings would be when finished, fit for Habitation; and the said *William Henry Jenkins*, by way of personal Covenant only, and not further or otherwise, and not so as to affect the Validity of any Lease or Leases which might be granted as aforesaid in case of any Breach or Non-observance of that present Covenant, or to bind any Nominee or Nominees, Lessee or Lessees, notwithstanding he or they might have Notice of any such Breach or Non-observance, did thereby, for himself, his Heirs, Executors, and Administrators, covenant and agree with the said *James Weller Ladbroke* and his Assigns, and other the Person or Persons for the Time being entitled as aforesaid, that the aggregate Amount of the Rents to be reserved or made payable in respect of the first Sixteen, and of the Second, Third, and each succeeding Number of Sixteen, which should be built and covered in, of the Messuages or

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Dwelling Houses thereby covenanted to be erected and built as aforesaid, should not be less than One equal Fifth Part of the said ultimate Rent of Five hundred and sixty Pounds, and in ascertaining such aggregate Amount, in case Two or more of the Messuages or Dwelling Houses thereby covenanted to be erected and built should have been comprised in any One Lease at an entire Rent, such Rent should (if Occasion required) be considered as equally apportioned on all such of the Messuages or Dwelling Houses by the said Articles of Agreement now in recital covenanted to be erected and built as should have been originally comprised therein; and it was thereby also further agreed between and by the said Parties thereto that if by granting Leases at apportioned Parts of the said ultimate Rent of Five hundred and sixty Pounds a larger Amount in the whole should be reserved in the Leases to be granted as aforesaid during the first Four Years of the Term thereby agreed to be granted, or during any or either of the said first Four Years than is therein-before covenanted to be paid during the said first Four Years, or either of them, then that the said *James Weller Ladbroke*, or other the Person or Persons for the Time being entitled as aforesaid, would, at the End of every Year in which the Rents payable under the Leases which might have been granted as aforesaid should in the whole exceed the Rent therein-before covenanted to be paid for the then preceding Year, allow or pay to the said *William Henry Jenkins*, his Executors, Administrators, or Assigns, the Difference in Amount between the Rents which should be payable for the said preceding Year under such Leases as aforesaid and the Amount of the Rent therein-before covenanted to be paid for the said preceding Year; and it was by the said Articles of Agreement now in recital further agreed that the said *William Henry Jenkins*, his Executors, Administrators, and Assigns, should be entitled, after the whole of the Messuages or Dwelling Houses thereby covenanted to be erected and built should have been demised by Leases, and the whole of the Rent reserved by the said Articles of Agreement now in recital should have been secured by such Leases, to have demised to him and them for the then Residue of the said Term of Ninety-nine Years, by One or more Lease or Leases at a Peppercorn Rent, such Part or Parts of the said Pieces or Parcels of Ground and Premises thereby agreed to be demised as should not have been comprised in any Leases which should have been thereof granted as aforesaid, together with the Messuages or Dwelling Houses, Erections and Buildings, (if any,) then standing thereon, he the said *William Henry Jenkins*, his Executors, Administrators, or Assigns, executing a Counterpart or Counterparts of such Lease or Leases, and paying the Expences of such Lease or Leases and Counterpart or Counterparts which should be prepared by the Solicitor of the Person or Persons granting the same, and further that after the whole of the Messuages or Dwelling Houses therein-before covenanted to be erected and built should have been duly erected and built, in pursuance of the Covenant in that Behalf therein-before contained, and the whole of the Rent thereby agreed to be paid should be reserved as aforesaid, it should be lawful for the said *William Henry Jenkins*, his Executors, Administrators, or Assigns, at any Time or Times during the Continuance of the Term to be granted by such Lease or Leases at a Peppercorn Rent,

to erect and build, upon the Land to be comprised in such last-mentioned Lease or Leases, or upon some Part or Parts thereof, any additional Number of Messuages or Dwelling Houses, Erections and Buildings, he or they might think proper, provided the same were built with good and substantial Materials and Workmanship of all Sorts, agreeably to the Specification contained in the said Articles of Agreement, and provided no such additional Messuage or Dwelling House were of less Value than the Sum of Three hundred Pounds; and by the said Articles of Agreement now in recital it was further agreed that every Lease to be granted in pursuance thereof, except the Lease or Leases to be granted at a Peppercorn as aforesaid, should contain the following Covenants on the Part of the Lessee or Lessees; first, to pay the Rent or Rents to be reserved by such Lease; secondly, to pay all future Land Tax (if any), and the Sewers Rates, and all other Taxes, Charges, Assessments, and Impositions whatsoever, present and future, affecting the Premises (except as aforesaid); thirdly, before the Expiration of Twelve Calendar Months from the Date of such Lease, to complete and finish in a good, substantial, and workmanlike Manner the Messuage or Messuages and other Buildings to be comprised in such Lease, fit for Habitation and Use, with all usual, proper, and necessary Fixtures and Fastenings to the same, to the Satisfaction of the said Surveyor for the Time being (if the same should not be completed at the Time of granting the said Lease); fourthly, to keep in repair, maintain, pave, cleanse, and keep the said Premises to be so demised, with the Appurtenances, with all necessary Reparations, Cleansings, and Amendments whatsoever, as often as Need should require, and paint all the outside Wood and Iron Work belonging to the same Premises in every Fourth Year with Two Coats of Paint, mixed in good Oil of the usual Colours, and also to surrender up and leave the said Premises, at the End or sooner Determination of the said Term of Ninety-nine Years, in good and substantial Repair, with all Additions, Marble and other Chimney Pieces, Fixtures, and other Things which at any Time during the last Seven Years of the said Term of Ninety-nine Years should be in anywise fixed or fastened to the said Premises to be demised whole, safe, undefaced, and fit for Use; fifthly, to repair and keep in repair, at his and their own Costs and Charges, so much of each and every Footpath to be formed and made upon the said Premises thereby agreed to be demised as should run along and immediately adjoin the Premises comprised in such Lease, or any Part thereof, and also so much and such Part of every Road or Roadway adjoining such Footpath as should be between such Footpath and a Line to be drawn or considered as drawn along the Middle of such Road; except where such Road was the Carriageway of a Square, Crescent, or Circus having a Garden or enclosed Space of Ground within the Centre thereof, in which Case the Portion of the Road or Carriageway in front of the said Houses to be kept in repair by the Lessee or Lessees should extend from the Footpath to the Railing or other Fence of the said Garden or other Space of Ground, and also should and would generally bear and pay such Proportion of the Expence of the Repairs of the several Roads to be formed and made upon the said Premises by the said Articles of Agreement now in recital agreed to be demised, or any Part or Parts thereof, as should be
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be ascertained in that Behalf by the Surveyor for the Time being of the said *James Weller Ladbroke*, or other the Person or Persons for the Time being entitled as aforesaid, according to the Provisions to be contained in the said Act of Parliament then intended to be applied for (meaning thereby this present Act); sixthly, to permit the said *James Weller Ladbroke*, or other Landlord or Landlords for the Time being, and his Agents or Surveyors, with or without Workmen or others, twice or oftener in every Year, at seasonable Times in the Daytime, to enter into the said Premises to be demised, to take a Plan or Plans thereof, and to view the State and Condition of the Repairs thereof, and all Defects there found, and also, on Notice in Writing being given of such Defects at the said demised Premises within Three Calendar Months after such Notice, well and sufficiently to repair the same; seventhly, not to erect or build any other Erection or Building upon the Land or Ground to be comprised in any such Lease without the previous Licence or Consent in Writing of the said *James Weller Ladbroke*, or other the Person or Persons entitled as aforesaid; eighthly, to insure and keep insured during all the said Term to be granted as aforesaid the Buildings erected on the Ground to be demised by such Lease to the Amount at least of Three Fourths of the Value of the same Buildings in the *Imperial* or *Sun* Fire Offices in *London*, at the Option of the said *James Weller Ladbroke* or his Assigns, or other the Landlord of the Premises for the Time being, or in some other good public Office for Insurance against Damage by Fire in *London* or *Westminster* which should be approved of by the said *James Weller Ladbroke*, or other the Landlords of the Premises for the Time being, which Insurance of the Buildings for the Time being standing on the said Premises the said *William Henry Jenkins* thereby agreed to effect and keep on foot, or cause to be effected and kept on foot, to the Amount aforesaid, until such Lease or Leases should be granted as aforesaid, so soon as the same Buildings should be sufficiently advanced as to require to be insured, and to lay out the Money to be received by virtue of such Insurance in rebuilding, repairing, and reinstating such Buildings as should be destroyed or damaged by Fire, and also all such further Sums as might be necessary to reinstate the Premises; and ninthly, not to permit or suffer to be exercised or carried on upon any Part of the said Premises the Trade of a Soap Boiler, Tallow Melter, Tripe Dresser or Boiler, Catgut Spinner, Hog Skinner, Boiler of Horse Flesh, Slaughterman, or any other offensive or noisome Trade or Dealing, or be Party to any Act or Thing which might be or grow to the Annoyance, Damage, or Inconvenience of the other Tenants or Lessees of the Premises by the said Articles of Agreement now in recital agreed to be demised; and tenthly, that every Assignment operating as an absolute Disposition of the Lease should either be produced to the Solicitor (if any), and if no Solicitor to the Receiver or Agent for the Time being of the said *James Weller Ladbroke*, or other the Landlord or Landlords of the Premises for the Time being, (such Solicitor, Receiver, or Agent being resident in *London*, or within Five Miles of the Premises comprised in the said Lease,) within Three Months after the Date and Execution thereof, for the Purpose of showing in whom the Lease might be from Time to Time vested, and enabling the Person or Persons to whom the

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same should be shown to take down the Particulars of such Assignment at the Expence of the Party or Parties making or taking such Assignment; and it was by the said Articles of Agreement now in recital declared that in every Lease to be granted in pursuance of the same Articles of Agreement (except the Lease or Leases to be granted at a Peppercorn Rent as aforesaid) should be contained a Proviso for Re-entry upon the Premises comprised in such Lease on Nonpayment of the Rent to be thereby reserved for the Space of Twenty-one Days after the same should become payable, or for Nonperformance of the Covenants therein to be contained on the Part of the Lessee or Lessees, and also all such other Covenants, Provisoes, Conditions, Agreements, and Restrictions as from the Nature of the respective Cases might appear to be reasonable and proper, and as might be deemed necessary to effectuate the Intent of the said Articles of Agreement now in recital; and as might be mutually agreed upon between the said *James Weller Ladbroke*, or other the Person or Persons for the Time being entitled as aforesaid, and the said *William Henry Jenkins*, his Executors, Administrators, or Assigns, and his or their Nominee or Nominees, as the Case might be, also the usual Covenant from the Lessor or Lessors for a quiet Enjoyment by the Lessee or Lessees; and it was by the said Articles of Agreement now in recital further agreed that the Lease or Leases to be granted in pursuance of the same Articles of Agreement at the Rent of a Peppercorn should respectively contain the same or the like Covenants on the Part of the said *William Henry Jenkins*, his Executors, Administrators, and Assigns, in all respects as were therein-before specified with regard to and agreed to be inserted in other the Leases to be granted in pursuance of the said Articles of Agreement (except the First, Third, and Seventh of such Covenants), which Covenants should be made applicable to any Messuage or Dwelling House, Messuages or Dwelling Houses, which might, at the Time of granting such Lease or Leases at the Rent of a Peppercorn, or which might thereafter, during the Continuance of the Term or Terms to be thereby respectively granted, be erected and built upon the Land to be thereby demised, and further that in the said Leases to be granted at the Rent of a Peppercorn should be inserted a Proviso for Re-entry for Nonperformance of the Covenants therein to be contained on the Part of the Lessee, and also a Covenant from the Lessor or Lessors for a quiet Enjoyment by the Lessee, similar in every respect to the Covenant in that Behalf by the said Articles of Agreement now in recital agreed to be inserted in other the Leases to be granted as aforesaid; and it was by the said Articles of Agreement now in recital further agreed between the Parties thereto that until such Lease or Leases should have been actually granted as aforesaid the said *James Weller Ladbroke*, or other the Person or Persons for the Time being entitled to the said Hereditaments in reversion as aforesaid should have the like Powers and Remedy for Recovery of the Rent to become due under the said Articles of Agreement now in recital, by Distress or otherwise, as if the same were reserved upon Leases; and in the said Articles of Agreement now in recital is contained a Proviso, that if, at any Time or Times before all the said Pieces or Parcels of Ground and Premises should have been actually demised by such Lease or Leases as afore-

[Private.]

said, the yearly Rents therein-before agreed to be paid, or such remaining apportioned Part thereof as should not for the Time being have been actually reserved by such Lease or Leases as aforesaid, or any Part thereof respectively, should be in arrear and unpaid by the Space of Forty Days next after any of the Days or Times on which the same ought to be paid as aforesaid, or if the said *William Henry Jenkins* should not build upon the said Ground thereby agreed to be demised in manner aforesaid, and should not well and truly perform, fulfil, and keep all and singular the Covenants, Articles, Matters, and Things therein-before contained, on his Part and Behalf to be performed, fulfilled, and kept according to the true Intent and Meaning of the said Articles of Agreement now in recital, then and in any or either of the said Cases it should be lawful for the said *James Weller Ladbroke*, or other the Person or Persons who for the Time being should be entitled as aforesaid, at any Time or Times thereafter, into and upon the said Premises, or so much thereof as should not for the Time being have been actually demised by the Lease or Leases so to be granted as aforesaid, or as should not be built upon in the Manner therein-before stipulated, or into and upon any Part thereof in the Name of the whole wholly to re-enter, except as to so much thereof as should be then actually demised, or as should be built upon as aforesaid; and in the said Articles of Agreement now in recital there is likewise contained a Proviso for absolutely defeating and avoiding the same Articles of Agreement in the event of an Act of Parliament for confirming the same, and for enabling the said *James Weller Ladbroke*, and other the Person or Persons for the Time being entitled as aforesaid, to grant the several Leases thereby agreed to be granted; not being obtained during the present Session of Parliament: And whereas the Terms contained in the herein-before recited Articles of Agreement of the Sixteenth Day of *February* One thousand eight hundred and forty-four differ from the Terms upon which the said *James Weller Ladbroke* is, by the herein-before recited Act of Parliament, authorized to enter into a Contract for granting and to grant Leases; but inasmuch as the Terms upon which the said *James Weller Ladbroke* hath, by the said recited Articles of Agreement of the Sixteenth Day of *February* One thousand eight hundred and forty-four, contracted to make or grant Leases are highly advantageous and beneficial to the said *James Weller Ladbroke*, and all other Persons entitled or to become entitled under the Limitations contained in the said Will of the said *Richard Ladbroke*, it is desirable that the said last-mentioned Articles of Agreement should be carried into effect, and that the said *James Weller Ladbroke*, and after his Death the Person or Persons for the Time being entitled under the Limitations contained in the said Will of the said *Richard Ladbroke* to the said Pieces or Parcels of Land, Hereditaments, and Premises by the same Articles of Agreement agreed to be demised, or the Guardian or Guardians of such Person or Persons during his or their respective Minorities, should be authorized and empowered to make or grant Leases upon the Terms in the said last-mentioned Articles of Agreement contained: And whereas the said *James Weller Ladbroke* has executed various Mortgages and Charges on the Land or Ground mentioned and comprised in the said Schedule to the said in part recited Act of Parliament since the said Act

Mortgage by
J. W. Lad-
broke,
9th July
1821.

was passed; and by Indenture, bearing Date the Ninth *July* One thousand eight hundred and twenty-one, and made or expressed to be made between the said *James Weller Ladbroke* of the one Part, and *Ann Smith* of *Sandford Place, Stoke Newington*, in the County of *Middlesex*, Spinster, of the other Part, after several Recitals therein contained, whereby it appeared (amongst other things) that the said *James Weller Ladbroke* had paid the Costs and Expences of obtaining the said recited Act, and that the same amounted to the Sum of Six hundred and fifty-three Pounds Twelve Shillings and Nine-pence, in consideration of the Sum of Six hundred Pounds to the said *James Weller Ladbroke* paid by the said *Ann Smith*, all the Hereditaments mentioned and described in the said Schedule to the said Act, with the Exception of the Piece of Ground called "*The Cock Pits*," were, in exercise of the Power limited to him by the said Act, demised by the said *James Weller Ladbroke* unto the said *Ann Smith*, to hold to her, her Executors, Administrators, and Assigns, for the Term of Five hundred Years, to be computed from the Day of the Date of the Indenture now in recital, (subject nevertheless and without Prejudice to any Lease or Leases, or Contract or Contracts for any Lease or Leases,) for securing the Payment by the said *James Weller Ladbroke*, his Heirs, Executors, Administrators, or Assigns, or the Person or Persons who for the Time being should be entitled in possession to the said Hereditaments under the said recited Will of the said *Richard Ladbroke*, to the said *Ann Smith*, her Executors, Administrators, or Assigns, of the Principal Sum of Six hundred Pounds, with Interest for the same after the Rate, at the Time, and in the Manner in the same Indenture mentioned: And whereas the said *Ann Smith* departed this Life on or about the Thirty-first Day of *December* One thousand eight hundred and twenty-five, having by her Will, bearing Date on or about the Twenty-sixth Day of *May* One thousand eight hundred and twenty-four, (after thereby giving various specific and pecuniary Legacies) bequeathed all the Residue of her Property unto her Two Brothers, *Richard Smith* and *Charles Smith*, equally to be divided between them; and the said Will was on or about the Eleventh Day of *January* One thousand eight hundred and twenty-six duly proved by the said *Richard Smith* and *Charles Smith*, the Executors in the said Will named, in the Prerogative Court of the Archbishop of *Canterbury*: And whereas by virtue of the said Will of the said *Ann Smith*, and of an Indenture, bearing Date on or about the Seventh Day of *February* One thousand eight hundred and twenty-six (endorsed on the said recited Indenture of the Ninth Day of *July* One thousand eight hundred and twenty-one), and made or expressed to be made between the said *Richard Smith* (therein described of *Basinghall Street, London*, Gentleman,) of the one Part, and the said *Charles Smith* (therein described as of *Sandford Place, Stoke Newington*, in the County of *Middlesex*, Coal Merchant,) of the other Part, and of the Assignment and Release from the said *Richard Smith* in the said Indenture of the Seventh Day of *February* One thousand eight hundred and twenty-six contained, the said Principal Money of Six hundred Pounds, and Interest, and the Securities for the same, by virtue of the said recited Indenture of the Ninth Day of *July* One thousand eight hundred and twenty-one, became wholly and

Mortgage by
J. W. Ladbroke,
24th July
1821.

and solely vested in the said *Charles Smith*: And whereas by an Indenture, bearing Date on or about the Twenty-fourth Day of *July* One thousand eight hundred and twenty-one, and made or expressed to be made between the said *James Weller Ladbroke* and *Caroline* his Wife of the one Part, and the said *Richard Smith* of the other Part, the said *James Weller Ladbroke* demised to the said *Richard Smith* by way of Mortgage the said Hereditaments mentioned and described in the said Schedule to the said recited Act, except the said Land called *Cock Pits*, to hold the same unto the said *Richard Smith*, his Executors, Administrators, and Assigns, for the Term of Ninety-nine Years, commencing from the Day next before the Day of the Date of the said Indenture now in recital (if the said *James Weller Ladbroke* should so long live), for securing the Payment by the said *James Weller Ladbroke* to the said *Richard Smith* of Two Sums of Five hundred Pounds and One thousand one hundred and seventy-nine Pounds Six Shillings and Ten-pence, with Interest thereon after the Rate, at the Time, and in manner in the said Indenture now in recital expressed: And whereas

Further
Charge by
J. W. Ladbroke in
favour of
Richard
Smith,
24th Jan.
1821.

by an Indenture, bearing Date on or about the Twenty-fourth *January* One thousand eight hundred and twenty-four, endorsed on the said recited Indenture of the Twenty-fourth Day of *July* One thousand eight hundred and twenty-one, and made or expressed to be made between the said *James Weller Ladbroke* of the one Part, and the said *Richard Smith* of the other Part, the said Hereditaments by the said last-mentioned Indenture demised, with the Appurtenances, were by the said *James Weller Ladbroke* charged with and made a Security to the said *Richard Smith*, his Executors, Administrators, and Assigns, for the Payment of the Sum of Three hundred and twenty Pounds Thirteen Shillings and Two-pence, and Interest for the same after the Rate, at the Time, and in manner in the said Indenture now in recital mentioned, in addition to the said Two Sums and Interest secured by the said recited Indenture of the Twenty-fourth Day of *July* One thousand eight hundred and twenty-one:

Mortgage by
J. W. Ladbroke to
R. Nicholl,
16th March
1824.

And whereas by an Indenture, bearing Date on or about the Sixteenth Day of *March* One thousand eight hundred and twenty-four, and made or expressed to be made between the said *James Weller Ladbroke* of the one Part, and *Richard Nicholl* then of *Greenhill Grove* near *Barnet* in the County of *Herts*, Esquire, but since deceased, of the other Part, the said *James Weller Ladbroke* demised to the said *Richard Nicholl* by way of Mortgage the said Pieces or Parcels of Land called respectively *Longlands* and the *Hooks*, mentioned and described in the Schedule to the said recited Act, with their Appurtenances, to hold the same unto the said *Richard Nicholl*, his Executors, Administrators, and Assigns, for the Term of One hundred Years, commencing from the Day next before the Day of the Date of the said Indenture now in recital (if the said *James Weller Ladbroke* should so long live), for securing Payment, by the said *James Weller Ladbroke*, to the said *Richard Nicholl*, his Executors, Administrators, or Assigns, of the Sum of One thousand Pounds, with Interest for the same after the Rate, at the Time, and in manner in the same Indenture mentioned: And whereas the said *Richard Nicholl* departed this Life on or about the Twenty-second Day of *October* One thousand eight hundred and thirty-nine, having

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by his Will, bearing Date on or about the Ninth Day of *February* One thousand eight hundred and thirty-six, and a Codicil thereto, which Codicil bears Date on or about the Eighteenth Day of *July* One thousand eight hundred and thirty-eight, appointed his Wife *Anne Nicholl*, and his Sons *John Richard Nicholl* and *Harry Nicholl*, and *Robert Riddell Bayley* of *Basinghall Street* aforesaid, Gentleman, and *John Taylor* of *Gray's Inn* in the County of *Middlesex*, Gentleman, Executors thereof; and the said Will and Codicil, with several other Codicils thereto which did not alter the Appointment of his said Executors, were proved on the Thirtieth Day of *November* One thousand eight hundred and thirty-nine in the Prerogative Court of the Archbishop of *Canterbury* by the said *John Richard Nicholl* and *Harry Nicholl* alone (the usual Power being reserved to the said *Anne Nicholl* to prove the same), and the said *Robert Riddell Bayley* and *John Taylor* having previously renounced the Executorship, and the said Mortgage Debt of One thousand Pounds and Security became therefore fully vested in the said *Anne Nicholl*, *John Richard Nicholl*, and *Harry Nicholl*, as such Executrix and Executors as aforesaid: And whereas by an Indenture, bearing Date on or about the Twenty-sixth Day of *January* One thousand eight hundred and twenty-five, and made or expressed to be made between the said *James Weller Ladbroke* of the one Part, and *George Harrison* then of *Wandswoth* in the County of *Surrey*, Esquire, but now deceased, of the other Part, the said *James Weller Ladbroke* demised to the said *George Harrison* by way of Mortgage the said Pieces or Parcels of Land called *Longlands* and the *Hooks*, and also a Piece or Parcel of Land called *Academy Field*, respectively mentioned and described in the said Schedule to the said recited Act, with their Appurtenances, to hold the same unto the said *George Harrison*, his Executors, Administrators, and Assigns, for the Term of One hundred Years, commencing from the Day next before the Day of the Date of the said Indenture now in recital (if the said *James Weller Ladbroke* should so long live), for securing the Payment by the said *James Weller Ladbroke* to the said *George Harrison*, his Executors, Administrators, or Assigns, of the Sum of One thousand five hundred Pounds, with Interest for the same after the Rate, at the Time, and in the Manner in the same Indenture mentioned: And whereas the said *George Harrison* departed this Life on or about the Sixth Day of *March* One thousand eight hundred and twenty-seven, having by his Will, bearing Date on or about the Twenty-seventh Day of *April* One thousand eight hundred and twenty-four, bequeathed (subject to the Legacy of Two hundred Pounds, and an Annuity of Fifty Pounds, which he gave to the Persons in the said Will named; and to the Payment of his Debts and Funeral and Testamentary Expences,) all his Estate, both Real and Personal, to his Daughter *Lydia Harrison* and his Son *George Harrison* equally, and having by his Will also appointed them Executrix and Executor thereof, and on or about the Second Day of *April* One thousand eight hundred and twenty-seven the said Will, together with Two Codicils (by one of which the said Testator devised his Estate in *Pennsylvania* to his said Son, and by the other of which Codicils the said Testator gave an Annuity to his Servant), were duly proved by the said *Lydia Harrison* and *George Harrison* the Son in the Prerogative Court of the Archbishop of

Mortgage by
J. W. Lad-
broke to
George
Harrison,
26th Jan.
1825.

[Private.]

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Canterbury,

Mortgage by
J. W. Ladbroke to
Elizabeth Bayley,
28th April
1838.

Canterbury, and the said Mortgage Debt of One thousand five hundred Pounds and Security became therefore fully vested in the said *Lydia Harrison* and *George Harrison* the Son as such Executrix and Executor as aforesaid: And whereas by an Indenture, bearing Date on or about the Twenty-eighth Day of *April* One thousand eight hundred and thirty-eight, and made or expressed to be made between the said *James Weller Ladbroke* of the one Part, and *Elizabeth Bayley* of *Hastings* in the County of *Sussex*, Spinster, of the other Part, the said *James Weller Ladbroke* demised to the said *Elizabeth Bayley* by way of Mortgage all the Hereditaments mentioned in the said Schedule to the said recited Act (except certain specified Parts thereof), to hold the same unto the said *Elizabeth Bayley*, her Executors, Administrators, and Assigns, for the Term of One hundred and one Years, commencing from the Day next before the Day of the Date of the said Indenture now in recital (if the said *James Weller Ladbroke* should so long live), and subject to the several herein-before recited Mortgages, for securing the Payment by the said *James Weller Ladbroke* to the said *Elizabeth Bayley*, her Executors, Administrators, or Assigns, of the Sum of Seven hundred Pounds, with Interest for the same after the Rate, at the Time, and in the Manner in the same Indenture mentioned: And whereas by an Indenture, bearing Date on or about the First Day of *May* One thousand eight hundred and forty-three, and made or expressed to be made between the said *James Weller Ladbroke* of the one Part, and *Thomas Allason* of *Connaught Square* in the County of *Middlesex*, Architect and Surveyor, of the other Part, the said *James Weller Ladbroke* demised to the said *Thomas Allason* by way of Mortgage all the said Hereditaments mentioned and described in the said Schedule to the said recited Act (except certain particular Parts thereof), to hold the same unto the said *Thomas Allason*, his Executors, Administrators, and Assigns, for the Term of One hundred and one Years, commencing from the Day next before the Day of the Date of the Indenture now in recital (if the said *James Weller Ladbroke* should so long live), and subject to the said several Mortgages and Charges herein-before recited, for securing the Payment by the said *James Weller Ladbroke* to the said *Thomas Allason*, his Executors, Administrators, or Assigns, of the Sum of Six hundred Pounds, with Interest for the same after the Rate, at the Time, and in manner in the same Indenture mentioned: And whereas the several Sums respectively secured by the herein-before recited Indentures of the Ninth Day of *July* One thousand eight hundred and twenty-one, the Twenty-fourth Day of *July* One thousand eight hundred and twenty-one, the Twenty-fourth Day of *January* One thousand eight hundred and twenty-four, the Sixteenth Day of *March* One thousand eight hundred and twenty-four, the Twenty-sixth Day of *January* One thousand eight hundred and twenty-five, the Twenty-eighth Day of *April* One thousand eight hundred and thirty-eight, and the First Day of *May* One thousand eight hundred and forty-three, still remain due and owing upon or by virtue of the said several Mortgage Securities: And whereas several Leases have been granted of Portions of the Land comprised in the Schedule to the said recited Act, and the Leases which may be granted of the remaining Portions thereof, and the Leases which may be granted of the Pieces or Parcels of Land respectively

respectively comprised in and by the said recited Articles of Agreement of the Sixteenth Day of *February* One thousand eight hundred and forty-four, agreed to be let as aforesaid, (supposing such last-mentioned Articles of Agreement to be established and confirmed,) or some or one of such several Leases, are or is or may be exposed to Doubts from the Difficulty imposed on the respective Lessees, and the Persons claiming under them respectively, to give Evidence that all the Stipulations of the respective Contracts or Agreements which preceded such Leases respectively were duly observed, and that such Leases were in all respects conformable to the respective Contracts or Agreements under which such Leases respectively have been or may be granted; and the said Four several recited Contracts or Agreements of the Second and Fifth Days of *October* One thousand eight hundred and forty, the Third Day of *February* One thousand eight hundred and forty-one, and the First Day of *November* One thousand eight hundred and forty-two, and the Leases which have been so granted or may be granted as aforesaid, or some of them, are or may be also exposed to Doubts by reason of the Rents thereby respectively reserved being progressive or increasing in Amount during some of the several first Two or more Years of the Terms thereby respectively granted or agreed to be granted, and it is expedient that the Persons who have accepted or who may accept Leases, and the several Persons claiming or to claim in respect of the said several recited Contracts or Agreements respectively, should be relieved from the Inconvenience to which they are or may be exposed by reason of such several above-mentioned Doubts or any of them: And whereas the said Estate will be much improved in Value and otherwise by having a Church or Churches established thereon, and it is on that Account highly desirable that the Sale and Appropriation of Land for that Purpose should be authorized, and as regards the Freehold Interest rendered indefeasible by any Male Issue of the said *James Weller Ladbroke*: And whereas some of the Persons who have entered into Contracts or Agreements under the Authority of the said recited Act with the said *James Weller Ladbroke* as aforesaid, as well as some of the several Persons who have become or who may become Lessees under the same respective Contracts, from Bankruptcy or Insolvency or other Cause may become incapable of performing the said Contracts or Agreements respectively, or the Portions thereof respectively remaining to be performed, or may become incapable of observing and performing the Covenants or Agreements contained or to be contained in such Lease or Leases respectively on the Part of the Lessee or respective Lessees, or may be desirous from any other Reason of surrendering their existing Leases or Contracts, or any Part thereof, for the Time being, to the said *James Weller Ladbroke*, or other the Person or Persons for the Time being entitled to grant Leases under the said recited Act and this Act, with a view to obtaining new Leases or Contracts, or for some other Purpose, and it may be expedient and beneficial to the said *James Weller Ladbroke*, and the Person or Persons for the Time being entitled to grant Leases under the said recited Act of Parliament, that they should be empowered, in all Cases where it may seem to them fit and proper, to accept Surrenders of all or any Part of the Ground comprised in such Contracts or Agreements respectively; whether

whether the same shall have been then actually demised or not, with the Messuages and Buildings (if any) standing thereon, so as to release the Person or Persons who have entered into the same Contracts or Agreements respectively, or who may have accepted Leases, from the Performance of all or some Parts of the same Contracts or Agreements, or the Covenants contained in such Leases, and also to accept a Surrender or Surrenders of any Lease or Leases which have been or may be granted as aforesaid: And whereas it is just and expedient and would be of advantage that a Power should be given to the said *James Weller Ladbroke*, and the Person or Persons for the Time being entitled to grant Leases under the said recited Act of Parliament and this Act, to grant new Leases, or to make and give Confirmations for the Benefit of Lessees, their Executors, Administrators, and Assigns, whose Titles shall be exposed to Difficulties by reason of their Leases being or having become voidable on account of some Error or Informality in exercising the Power of leasing or making Contracts, or from any other Cause, and also to grant new Leases, or to enter into new Contracts or Agreements for granting new Leases, to the Person or Persons making Surrenders as aforesaid, or to any other Person or Persons, of all or any Part of the Land comprised in such Surrenders, with the Messuages and Buildings (if any) standing thereon: And whereas it is desirable and would be beneficial to all Parties that the said *James Weller Ladbroke*, and other the Person or Persons for the Time being entitled to grant Leases under the said recited Act, should be enabled to authorize the Erection of a greater Number of Messuages or Dwelling Houses upon the Pieces or Parcels of Ground by the said recited Contracts or Agreements of the Second and Fifth Days of *October* One thousand eight hundred and forty, and the Third Day of *February* One thousand eight hundred and forty-one respectively, agreed to be let as aforesaid, than are authorized by the Terms of the same Contracts or Agreements respectively, and without reference to the Quantity of Land to be appropriated to such several Messuages or Dwelling Houses, and generally to authorize Deviations from the Terms of Contracts or Leases, and dispense with the Restrictions of particular Covenants when they may think it advisable, and also that the said *James Weller Ladbroke*, and other the Person or Persons entitled as aforesaid, should be expressly authorized and empowered, when the whole of the respective Rents agreed to be reserved by the said Contracts or Agreements of the Second and Fifth Days of *October* One thousand eight hundred and forty, the Third Day of *February* One thousand eight hundred and forty-one, and the First Day of *November* One thousand eight hundred and forty-two respectively, should have been reserved by Leases, to grant a Lease or Leases of the Residue, if any, then remaining unlet of the Pieces or Parcels of Ground comprised in the same Four several Contracts or Agreements respectively, with the Buildings thereon respectively (if any), at the yearly Rent of a Peppercorn: And whereas it is just and desirable that Persons who may become Lessees at a Peppercorn Rent or Rents of any Ground, Buildings, or other Premises from the said *James Weller Ladbroke*, or other the Person or Persons entitled to grant Leases as aforesaid, should be enabled to underlet the same in Lots or Parcels without the Underlessees thereof being exposed to Difficulties in respect of their Titles
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in consequence of the Power of Re-entry to be contained in the Lease or Leases to be so granted at a Peppercorn Rent or Rents by the said *James Weller Ladbroke*, or other the Person or Persons as aforesaid, extending over all the Ground to be therein respectively comprised: And whereas it is also just and desirable that after the granting of a Lease under any of the said recited Contracts or Agreements at an apportioned Rent the Remainder of the Ground comprised in such Contract, and not demised by any Lease or Leases pursuant to the said Contracts or Agreements, and for the Time being continuing unlet, should be wholly exonerated from such apportioned Rent, and be liable only to the remaining Portion of the Rent or Rents under the Contract for the Time being reserved: And whereas it would tend to the Improvement of the said devised Estate, and be for the Interest of all Parties, if some definite and certain Rules and Regulations were prescribed as regards the Formation, Repair, and Maintenance of the Roads and Pavements or Footpaths to be formed, in pursuance of the Stipulations in that Behalf of the said herein-before recited Articles of Agreement of the Sixteenth Day of *February* One thousand eight hundred and forty-four, for the Purposes of and in connexion with the said Pieces or Parcels of Land therein comprised, and the Messuages or Dwelling Houses and Buildings to be erected thereon: And whereas it would also tend to the Improvement of the said Estate, and be for the Interest of all Parties, if (subject nevertheless as to the said Pieces or Parcels of Land and Hereditaments by the said recited Articles of Agreement of the Sixteenth Day of *February* One thousand eight hundred and forty-four agreed to be demised to the same Articles of Agreement, and the Rights and Interests of the said *William Henry Jenkins*, his Executors, Administrators, and Assigns, Nominee or Nominees, under the said last-mentioned Articles of Agreement and this Act,) the said *James Weller Ladbroke*, and other the Person or Persons entitled to grant Leases as aforesaid, were enabled, with a view to the better Communication between the said Estate and adjoining Lands, to grant to Proprietors of such adjoining Lands Rights of User of the Roads already made or to be made upon the said Estate, in exchange for similar Rights granted or secured by such Proprietors over their own Lands, or the Roads made or to be made thereon, or, if such Course should seem to the said *James Weller Ladbroke*, or other the Person or Persons entitled as aforesaid, at any Time advisable, if they were enabled to dedicate all or any of such Roads upon the said Estate, either wholly or partially, to the public Use, in such Manner and upon such Terms as they may think expedient: And whereas it would be highly beneficial and tend to the early and great Improvement of the said devised Estate, and promote the Interest of all Persons beneficially entitled under the said recited Contracts or Agreements, and the Leases granted or to be granted as aforesaid, that the several Doubts and Difficulties herein-before mentioned or referred to in regard to the same should be removed, and that the Power of granting Leases under the said recited Act should be altered and extended, and that a Power should be given for accepting such Surrenders and executing such Releases, as well as the other additional Powers herein-before mentioned or referred to in regard to the said Estate: And whereas the Objects and Purposes herein-before mentioned

[*Private.*]

The Building Agreements of Oct. 1840, Feb. 1841, and Nov. 1842 confirmed.

cannot be accomplished without the Aid and Authority of Parliament; and it is expedient that the same should be accomplished in manner herein-after provided, and that this Act should contain the several Powers, Provisoos, and Enactments herein-after contained: Therefore Your Majesty's most dutiful and loyal Subject, *James Weller Ladbroke*, 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 after the passing of this Act the said several Contracts or Agreements of the Second and Fifth Days of *October* One thousand eight hundred and forty, the Third Day of *February* One thousand eight hundred and forty-one, and the First Day of *November* One thousand eight hundred and forty-two, shall be and the same are hereby respectively confirmed as against all Persons to whom any Estate or Interest may be devised, descend, or devolve under and by virtue of the Will of the said *Richard Ladbroke*, and the same and every of them shall be and be considered as perfectly good, valid, and effectual, to and for all Intents and Purposes, in the same Manner as if the Reservation of progressive Rents, or Rents increasing in Amount from Year to Year, during any Portion of the Term or Terms of Years agreed to be granted by such several Contracts respectively, were expressly authorized by and conformable to the Power of entering into Building Contracts contained in the said recited Act of Parliament.

The Agreement of 16th Feb. 1844 confirmed.

II. And be it further enacted, That the said recited Articles of Agreement of the Sixteenth Day of *February* One thousand eight hundred and forty-four, and all and singular the Covenants, Agreements, Conditions, Provisions, and Stipulations therein contained, shall be valid, effectual, and binding upon all Persons claiming or to claim under the herein-before recited Will of the said *Richard Ladbroke*, to all Intents and Purposes as the same would have been if the said *James Weller Ladbroke* at the Time of the Execution of the said last-mentioned Articles of Agreement had been duly authorized to enter into the same on behalf of himself, and of all other Persons claiming or to claim under the said recited Will of the said *Richard Ladbroke*.

Power to grant Leases under last-mentioned Agreement according to the Terms of such Agreement.

III. And be it further enacted, That it shall and may be lawful to and for the said *James Weller Ladbroke* during his Life, and after his Decease to and for the Person or Persons who for the Time being shall, under or by virtue of the Limitations contained in the said recited Will of the said *Richard Ladbroke*, be seised of or entitled to the first Estate of Inheritance in possession of and in the said Pieces or Parcels of Land, Hereditaments, and Premises by the said Articles of Agreement of the Sixteenth Day of *February* One thousand eight hundred and forty-four agreed to be demised, if such Person or Persons shall be of the full Age of Twenty-one Years, or if not, then to and for the Guardian or respective Guardians for the Time being of such Person or Persons, (being either a testamentary Guardian or Guardians respectively, or a Guardian or Guardians respectively appointed by the High Court of Chancery,) by One or more Indenture or Indentures, to be sealed and delivered by him, her, or them respectively

respectively in the Presence of and to be attested by One or more credible Witness or Witnesses; to demise or lease from Time to Time, in pursuance of the said recited Articles of Agreement of the Sixteenth Day of *February* One thousand eight hundred and forty-four, unto the said *William Henry Jenkins*, his Executors, Administrators, or Assigns, or to other the Nominee or Nominees of the said *William Henry Jenkins*, his Executors, Administrators, or Assigns, as he or they shall direct, the Pieces or Parcels of Land, Messuages, Buildings, and Premises by the said last-mentioned Articles of Agreement agreed to be demised, or any Part or Parts thereof, for the Residue which shall be to come of the said Term of Ninety-nine Years thereby agreed to be granted, at, under, and subject to the Rents, Reservations, Covenants, Agreements, Conditions, Provisions, and Stipulations by the said last-mentioned Articles of Agreement respectively agreed to be reserved and contained in such Lease or Leases respectively, or as near thereto as the Circumstances of the Case will admit, and so as to carry the same Articles of Agreement into effect, but so that such Rents and Reservations respectively be reserved by the said Leases respectively to the Person or Persons for the Time being seised of or entitled to the said Premises in reversion or remainder immediately expectant upon the Determination of the Term or Terms of Years to be thereby respectively granted as aforesaid, and so that the Lessee or Lessees named in each such Lease do execute a Counterpart thereof.

IV. Provided always, and be it further enacted, That the herein-before recited Indentures of Mortgage of the Ninth Day of *July* One thousand eight hundred and twenty-one, the Twenty-fourth Day of *July* One thousand eight hundred and twenty-one, the Twenty-fourth Day of *January* One thousand eight hundred and twenty-four, the Sixteenth Day of *March* One thousand eight hundred and twenty-four, the Twenty-sixth Day of *January* One thousand eight hundred and twenty-five, the Twenty-eighth Day of *April* One thousand eight hundred and thirty-eight, and the First Day of *May* One thousand eight hundred and forty-three, shall not, nor shall any Demise or Alienation by way of Mortgage which may hereafter be made, either under the Authority of this Act or otherwise, of the said Pieces or Parcels of Land, Hereditaments, and Premises by the said several herein-before recited Contracts or Agreements, or the last-mentioned Articles of Agreement, agreed to be demised, or of any Part or Parts thereof, by or from the said *James Weller Ladbrooke*, or by or from any other Person or Persons by the herein-before recited Act or this Act authorized and empowered to grant a Lease or Leases, affect the Validity of any Lease or Leases granted or to be granted of any Part or Parts of the said Pieces or Parcels of Land, Hereditaments, and Premises respectively comprised in the same Contracts or Agreements and Articles of Agreement respectively, pursuant to such Contracts or Agreements and Articles of Agreement respectively, nor be or be deemed an Impediment to the due Execution of the Powers and Authorities contained in the said recited Act and this Act, or any of them, so far as the same relate to or affect the said Pieces or Parcels of Land, Hereditaments, and Premises by the said last-mentioned Contracts or Agreements or Articles of Agreement agreed

The Validity of Leases granted under recited Agreements not to be affected by present or future Mortgages of the Estate.

agreed to be demised, or any Part or Parts thereof; and every such last-mentioned Lease or Leases shall be of the same Force, Validity, and Effect, and all such Powers and Authorities shall and may be exercised by the Person or Persons to or in whom the same are by the said recited Act and this Act respectively given or vested, in the same Manner, to all Intents and Purposes whatsoever, as if the herein-before recited and lastly herein-before mentioned Indentures of Mortgage, and every such Demise or Alienation by way of Mortgage as aforesaid, had been executed subsequently to such last-mentioned Lease or Leases respectively.

Power to confirm Leases having technical Errors, or to grant new Leases in lieu of them.

V. And be it further enacted, That it shall and may be lawful to and for the said *James Weller Ladbroke* from Time to Time during his Life, if he shall think fit, and after his Decease to and for the Person who shall, by virtue of or under the said Will of the said *Richard Ladbroke*, be for the Time being seised of or entitled to the first Estate of Freehold or Inheritance in the Premises respectively comprised in the Lease or Leases proposed to be confirmed as herein-after mentioned, if such Person shall be of the full Age of Twenty-one Years, or if not, then to and for such Guardian or Guardians as aforesaid for the Time being of such Person, to confirm any Lease or Leases granted and to be granted under the Authority of the said recited Act and this Act, or either of them, which Lease or Leases, from some Error or Informality in exercising the Powers of leasing, shall have been originally or may have become voidable, whether wholly or partially, or to grant any new Lease or Leases in lieu of any such voidable Lease or Leases as aforesaid, or any of them, for any Term or Terms not exceeding the then Residue of the Term or Terms granted by such Lease or Leases respectively.

Powers to accept Surrenders of Leases and to renew Leases.

VI. And be it further enacted, That it shall and may be lawful to and for the said *James Weller Ladbroke* from Time to Time during his Life, if he shall think fit, and after his Decease to and for the Person who shall by virtue of or under the said Will of the said *Richard Ladbroke* be for the Time being seised of or entitled to the first Estate of Freehold or Inheritance in the Premises respectively comprised in the Lease or Leases proposed to be surrendered or renewed respectively as herein-after mentioned, if such Person shall be of the full Age of Twenty-one Years, or if not, then to and for such Guardian or Guardians as aforesaid for the Time being of such Person, to accept an actual or virtual Surrender of any Lease or Leases granted or to be granted under the Authority of the said recited Act and this Act, or either of them, and whether the same shall have been or shall have become voidable or not, and to grant any new Lease or Leases in lieu of any Lease which may be so surrendered of all or any Part of the Premises therein comprised for any Term or Terms not exceeding the then Residue of the Term or Terms granted by such Lease or Leases respectively.

Conditions to be observed in the Exercise of the Two last Powers.

VII. Provided nevertheless, and be it further enacted, That every Lease to be made in lieu of such voidable or surrendered Lease shall be under and subject to the same or the like Covenants, Clauses, Provisions, and Conditions with reference to the Premises to be comprised

prised therein as shall be contained in the Lease which shall have become voidable, either wholly or partially, or have been so surrendered as aforesaid, or such and so many of the same Covenants, Clauses, Provisoos, and Conditions as the Circumstances of the Case shall permit or require, and that the yearly Rent or Rents to be reserved in such new Lease or Leases shall not be less, or (in the event of Two or more new Leases being granted in lieu of One such voidable or surrendered Lease) that the Amount of the Rent reserved in such new Leases shall not collectively be less, than the Rent or Rents reserved by the original Lease or Leases, where the same shall not have been granted at the Rent of a Peppercorn; and provided that no Fine or Premium (except an additional yearly Rent or Rents shall be agreed upon in respect thereof) shall be accepted and taken for making or giving any such new Lease or Leases, Confirmation or Confirmations respectively, and so as the Lessee or Lessees whose Lease or Leases shall be so confirmed, or to whom any such Lease or Leases shall be granted in lieu of such former Lease or Leases as aforesaid, do consent to accept such Confirmations or new Leases, and do execute a Counterpart of such Confirmations or new Leases.

VIII. And be it further enacted, That the said *James Weller Ladbroke* from Time to Time during his Life, and after his Decease the Person who shall by virtue of or under the said Will of the said *Richard Ladbroke* be for the Time being seised of or entitled to the first Estate of Freehold or Inheritance in the Premises respectively comprised in or affected by the Term or Interest or respective Terms or Interests to be surrendered or released as herein-after mentioned, if such Person shall be of the full Age of Twenty-one Years, or if not, then such Guardian or Guardians as aforesaid for the Time being of such Person, may, in all Cases where from Bankruptcy or Insolvency of Lessees or others, or from other Circumstances, it may seem desirable and beneficial for the said Estate, accept a Release or Surrender of all or any Part or Parts of the Pieces or Parcels of Ground respectively comprised in the said recited Contracts or Agreements of the Second and Fifth Days of *October* One thousand eight hundred and forty, and Third Day of *February* One thousand eight hundred and forty-one, and not hitherto leased, and of all or any Part or Parts of the Pieces or Parcels of Ground respectively comprised in the said recited Contracts or Agreements of the First Day of *November* One thousand eight hundred and forty-two and Sixteenth Day of *February* One thousand eight hundred and forty-four, or in any other Contracts or Agreements already entered into or hereafter to be entered into under the Authority of the said recited Act and this Act, or either of them, or in any of them, or in any Lease or Leases which may have been or may be granted under the Authority of the said recited Act and this Act, or either of them, and may release the Person or Persons respectively with whom such Contracts or Agreements have been or may be entered into as aforesaid, and the said present and future Lessees or any of them, and the Executors, Administrators, or Assigns of them or any of them, of and from the Observance of all or any Part of their or any of their respective Contract or Contracts, Lease or Leases, and the Conditions and Covenants therein respectively contained and to be contained, and

Power to relieve Parties from Building Agreements and Leases, but no Consideration in Money to be taken for the same.

[Private.]

may apportion the Rent or Rents by the same Contract or Contracts or Lease or Leases reserved or agreed to be reserved, and may also apportion or alter or vary, as Circumstances may require, or it may be deemed advisable, the Conditions and Covenants in the same Contracts for Leases respectively contained and to be contained, or any of them; and the Ground so surrendered or released shall be discharged from such Contract or Contracts, Lease or Leases respectively, and may be leased, or may be contracted and agreed to be leased, and afterwards leased, under the Powers and Authorities contained in the said recited Act and this Act, or either of them, in the same or the like Manner as if the Contract or Lease to be so released or surrendered, and as far as the same may be released or surrendered, had not been entered into or executed: Provided always, nevertheless, that no Rent or Rents to be apportioned as aforesaid shall (having regard to the whole Premises comprised in the particular Contract or Lease for the Time being affected or proposed to be affected by any such Surrender or Release, the original Rent or Rents by the same Contract or Lease reserved or agreed to be reserved, and the Premises for the Time being surrendered or released or proposed to be surrendered or released,) be less in Amount than a fair and rateable Proportion of such original Rent or Rents; and provided also, that no Consideration in Money or Monies worth shall be received or taken by the said *James Weller Ladbroke*, or other the Person or Persons hereby authorized to accept such Releases and Surrenders, and grant or make such Releases, Apportionments, Alterations, or Variations respectively as aforesaid, for accepting, granting, or making the same respectively.

Power to confirm Exchanges between Persons having entered into Contracts, and to accept substituted Performance of Covenants contained in Contracts, and grant Leases of the Lands exchanged to Grantees under Exchanges.

Contracts to form no Part of the Title of the Lessees of such exchanged Lands.

IX. And be it further enacted, That if any Persons who have already or who shall hereafter enter into Contracts or Agreements with the said *James Weller Ladbroke*, or other the Person or Persons for the Time being authorized to enter into and make such Contracts or Agreements under the Authority of the said recited Act and of this Act, have already entered into or shall hereafter enter into any Contract or Contracts for exchanging with each other any Part of the Land and Premises comprised in their respective Contracts or Agreements with the said *James Weller Ladbroke*, or other the Person or Persons aforesaid, it shall be lawful for the said *James Weller Ladbroke*, and other the Person or Persons aforesaid, (if he or they shall in his or their Discretion, but having special Regard to the Benefit of the said Estate, and the Interests of all Parties for the Time being entitled thereto, as well in remainder or reversion as in possession, think it desirable and fitting so to do,) to confirm such Contracts of Exchange, and to carry out the Intentions of the Parties making such Exchange, by granting Leases to the Person or Persons who by such Exchanges are or shall so become entitled by Substitution to such Leases, and also by accepting substituted Performance of Covenants in reference to Outlay and the Reservation of Rent and otherwise, as may be applicable to the Circumstances of the Case; and that in all such Cases as last aforesaid the Contracts or Agreements which shall have preceded such Leases shall not form any Part of the Evidence of the Title, either at Law or in Equity, to such Leases, or the Benefit or Advantage thereof.

X. And be it further enacted, That the said *James Weller Ladbroke* from Time to Time during his Life, and after his Decease the Person who shall by virtue of or under the said recited Will of the said *Richard Ladbroke* be for the Time being seised of or entitled to the first Estate of Freehold or Inheritance in reversion immediately expectant on any Term or Interest in the Premises for the Time being affected by the Restriction or Restrictions hereby authorized to be dispensed with, or in the Premises to be affected by any such Licence or Licences as herein-after mentioned, if such Person shall be of the full Age of Twenty-one Years, or if not then such Guardian or Guardians as aforesaid of such Person for the Time being, may, if he or they shall think fit, by any Writing or Writings under his or their Hand or Hands, dispense with any existing Restriction or Restrictions against, and grant a Licence or Licences for, the Erection of any additional Number of Messuages or Dwelling Houses, Erections and Buildings, upon all or any Part or Parts of the respective Pieces or Parcels of Ground comprised in the said recited Contracts or Agreements of the Second and Fifth Days of *October* One thousand eight hundred and forty and Third Day of *February* One thousand eight hundred and forty-one, and in the Leases already granted and to be granted pursuant to such several Contracts or Agreements respectively, beyond the respective aggregate Numbers of Messuages or Dwelling Houses, Erections and Buildings, stipulated to be erected thereon respectively in and by the same respective Contracts or Agreements, or beyond the Number of Messuages or Dwelling Houses, Erections and Buildings, for the Time being standing on the Ground comprised and to be comprised in such Leases respectively, upon such Terms and Conditions, and subject to such Specifications as to Mode of building and otherwise, as the Person or Persons for the Time being granting such Licence or Licences as aforesaid shall think proper, and also may from Time to Time, if he or they should in his or their Discretion, but having special Regard to the Benefit of the said Estate, and the Interests of all Parties for the Time being entitled thereto, as well in remainder or reversion as in possession, think fit, by any Writing or Writings under his or their Hand or Hands, grant a Licence or Licences to the said *William Chadwick*, *Jacob Connop*, *John Duncan*, and *Richard Roy* respectively, and other the Person and Persons respectively with whom any other Contracts or Agreements as aforesaid have been or shall be entered into, or to their respective Executors, Administrators, or Assigns, Nominees or Lessees for the Time being of the Pieces or Parcels of Ground respectively comprised in the said recited Contracts or Agreements of the Second and Fifth Days of *October* One thousand eight hundred and forty, the Third Day of *February* One thousand eight hundred and forty-one, and the First Day of *November* One thousand eight hundred and forty-two, or in any such other Contracts or Agreements as aforesaid, or any of them, to deviate in any Manner or to any Extent, to be expressed in such Licence or Licences respectively, from the Terms and Stipulations of their respective Contracts or Agreements or Leases; as regards Mode or Style of building, or the Erection of Buildings or additional Buildings, or the Use or Appropriation of the Premises, or in any other respects, or to do any other Act or Thing which they respectively shall or may be previously restricted or prevented

Power to authorize the Erection of additional Messuages, &c., and dispense by Licence, with Restrictions of Covenants in Building Agreements and Leases respectively.

vented from doing or been bound to do by any Covenant or Covenants which they respectively shall or may have entered into, or otherwise, and also may from Time to Time, in his or their Discretion, but in so doing having the like special Regard to the Benefit of the said Estate and otherwise as aforesaid, by any such Writing or Writings as aforesaid, grant to the Lessee or Lessees of any Part or Parts of the Pieces or Parcels of Land, Hereditaments, and Premises by the said Articles of Agreement of the Sixteenth Day of *February* One thousand eight hundred and forty-four agreed to be demised, and which shall for the Time being be comprised in any Lease or Leases granted under the Authority of this Act of the last-mentioned Pieces or Parcels of Land, Hereditaments, and Premises, or any Part or Parts thereof, his, her, or their Executors, Administrators, or Assigns, a Licence or Licences authorizing him, her, or them to erect or build any Erection or Building which such last-mentioned Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, shall, by any Covenant or Covenants contained in his, her, or their respective Lease or Leases, be restricted from erecting or building, without having previously obtained a Licence or Licences authorizing or enabling such last-mentioned Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, so to do, or to do any other Act or Thing which he, she, or they shall by any such Covenant as aforesaid be restricted from doing, without having previously obtained a Licence or Licences for the Purpose: Provided always, that no such Licence to be granted as is herein-before mentioned shall operate as a Waiver of or Dispensation with any restrictive or other Covenant, Clause, Condition, Stipulation, or Provision contained and to be contained in the said several existing and other Contracts or Agreements respectively as aforesaid, or in any Lease or Leases already granted or to be granted under the same respectively, or affect any such Covenant, Clause, Condition, Stipulation, or Provision any further or otherwise than shall be necessary to give Effect to the particular Object or Objects of such Licence, and to authorize the Erection or Building or Erections or Buildings, or other Act or Thing or several Acts or Things, specified in the same Licence; and the same Covenant, Clause, Condition, Stipulation, or Provision shall remain and be in full Force after and notwithstanding any such Licence, and restrict or prevent any other Erection or Building or other Act or Thing not expressly authorized by any such Licence to be erected, built, or done; and every Proviso for Re-entry, or other Remedy previously existing and capable of being enforced for the Breach of any such Covenant, Clause, Condition, Stipulation, or Provision, shall, after every such Licence, remain and be in full Force as to any Breach or Breaches of the same Covenant, Clause, Condition, Stipulation, or Provision, and as to any Breach or Breaches of any Covenant, Clause, Condition, Stipulation, or Provision, in the said Contracts or Agreements or Leases contained, in the same Manner to all Intents and Purposes as if such Licence had never been granted.

Power to
lease the
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Ground

XI. Provided always, and be it further enacted, That as regards so much and such Part and Parts of the Pieces of Ground respectively comprised in the said Contracts or Agreements of the Second and Fifth Days of *October* One thousand eight hundred and forty, the
Third

Third Day of *February* One thousand eight hundred and forty-one, and the First Day of *November* One thousand eight hundred and forty-two, or in any other Contracts or Agreements as aforesaid, as shall at any Time or Times or from Time to Time happen not to be demised or leased after the whole Amount of the Rent or Rents specified in the Contract under which any Lease or Leases shall be proposed to be granted shall have been fully reserved in and by the Lease or Leases then already granted under the same Contract, the said *James Weller Ladbroke* from Time to Time during his Life, and after his Decease the Person who shall by virtue of or under the Will of the said *Richard Ladbroke* be for the Time being seised of or entitled to the first Estate of Freehold or Inheritance in the Tenements hereby authorized to be demised or leased, if such Person shall be of the full Age of Twenty-one Years, or if not then such Guardian or Guardians as aforesaid for the Time being of such Person or Persons, by Indenture or Indentures, to be sealed and delivered by him, her, or them in the Presence of and attested by Two or more credible Witnesses, may demise or lease the same Ground so for the Time being remaining undemised or unlet, with the Buildings thereon (if any), unto the said *William Chadwick, Jacob Connop, John Duncan, and Richard Roy*, or other the Person or Persons with whom any other Contracts or Agreements as aforesaid have been or may be entered into, or their respective Executors, Administrators, or Assigns, or unto such other Person or Persons as they respectively shall have nominated or appointed or shall nominate or appoint in that Behalf, for and during the Remainder of the Term specified in the particular Contract or Agreement under or with reference to which any such Demise or Lease for the Time being shall take place or be made, and in such Parcels as shall be thought proper, at the yearly Rent of a Peppercorn, to be reserved by such one Lease or by each of such several Leases, but so nevertheless that all Leases to be granted in pursuance of this present Power shall be subject to such Covenants, Conditions, and Agreements as are in the said in part recited Act directed to be contained in the Leases first therein authorized to be made, so far as the same shall be applicable.

comprised in Building Agreements at a Peppercorn Rent when the entire Rent has been fully reserved by previous Leases.

XII. And be it further enacted, That no Under-lease or Under-leases already granted or hereafter to be granted of all or any Part of the Pieces or Parcels of Ground comprised and to be comprised in any Lease or Leases which may have been or may be granted under the Authority of the said recited Act and of this Act, or either of them, at the Rent of a Peppercorn, shall be liable to Forfeiture, or subject to the Proviso or Condition for Re-entry, on Breach or Nonperformance of the Covenants, Provisoes, or Conditions contained on the Part of the Lessee or respective Lessees in the original Lease or Leases, by reason of the Breach or Nonperformance of any such Covenants, Provisoes, or Conditions, unless such Breach or Nonperformance shall arise or be made with respect to the particular Premises comprised in any such Under-lease or Under-leases respectively, or some Part thereof; and moreover, that the Breach or Nonperformance of any of the Covenants, Provisoes, or Conditions contained in the said original Lease or Leases, which shall arise or be made with respect to the Premises comprised in any such Under-

Under-leases of Ground, &c. leased at a Peppercorn Rent not to be liable to Forfeiture, &c. for Breach or Nonperformance of Covenants, unless the same arise with reference to the particular Premises to be comprised in such Under-lease.

[*Private.*]

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lease

lease or Under-leases, shall not work a Forfeiture of the said original Lease or Leases as respects any other Premises in the said original Lease or Leases comprised, and not included in such Under-lease or Under-leases; and that the Proviso or Condition for Re-entry to be contained in such original Lease or Leases on Breach or Nonperformance of the Covenants, Provisoes, or Conditions to be therein contained on the Part of the Lessee or respective Lessees, his or their Executors, Administrators, and Assigns, shall accordingly be and be construed and be held to be apportionable so and in such Manner as that the same shall have a distinct or separate and exclusive Operation with respect to the Premises to be comprised in each and every such Under-lease as aforesaid, in such and the same Manner, to all Intents and Purposes, as if, instead of such original Lease comprising more than the Premises included in each such Under-lease as aforesaid, there had been an original separate Lease of the Premises respectively comprised in such distinct Under-lease as aforesaid, provided every such Under-lease be, within Six Calendar Months next after the Date thereof, registered, pursuant to the Act of Parliament passed in the Seventh Year of the Reign of Her late Majesty Queen Anne, intituled *An Act for the public registering of Deeds of Conveyance and Wills and other Incumbrances which shall be made of or that may affect any Honours, Manors, Lands, Tenements, or Hereditaments within the County of Middlesex after the Twenty-ninth Day of September One thousand seven hundred and nine.*

7 Ann. c. 20.

When Leases have been granted at apportioned Rents, the Remainder of the Ground, &c. in the particular Building Contract to be liable only to the remaining Portion of the entire Rent under that Contract.

XIII. And be it further enacted, That when and as any Part or Parts of the Pieces of Ground and Premises by the said recited Contracts or Agreements of the Second and Fifth Days of *October* One thousand eight hundred and forty, the Third Day of *February* One thousand eight hundred and forty-one, the First Day of *November* One thousand eight hundred and forty-two, and the said recited Articles of Agreement of the Sixteenth Day of *February* One thousand eight hundred and forty-four, or by any other existing Contract or Agreement, or any future Contract or Agreement as aforesaid respectively, agreed to be demised or hereafter to be agreed to be demised, shall have been actually demised at a Rent or Rents apportioned in respect of the whole Rent or Rents by the same Contracts or Agreements respectively agreed to be reserved and made payable, then and in every such Case the Hereditaments for the Time being not actually demised, and remaining subject to the Contract or Agreement in which the same are respectively comprised, shall be subject and liable only to so much of the Rent or Rents by the same Contract or Agreement agreed to be reserved and payable as shall not have been apportioned and reserved on the Demise or Demises which may have been made as aforesaid.

Reservation of progressive Rents in Contracts and Leases declared valid.

XIV. And whereas, inasmuch as the said *James Weller Ladbroke*, and other the Person or Persons authorized by the said recited Act to enter into Contracts and grant Leases as aforesaid, are not expressly empowered to reserve in and by such Contracts and Leases respectively progressive Rents, or Rents increasing in Amount during the Term or Terms of Years granted or agreed to be granted by such Contracts or Leases respectively, Doubts are and may be entertained as to the

Validity

Validity of such Mode of Reservation of Rent, and it is expedient that such Doubts should be removed, and that all Contracts and Leases to be made or entered into by the Authority of the said recited Act and of this Act should be relieved from Question in this respect; now therefore be it further enacted, That every Contract to be entered into, and every Lease to be granted, under the Authority of the said recited Act and of this Act, or either of them, shall be good, valid, and effectual to and for all Intents and Purposes whatsoever, notwithstanding there may be reserved in any such Contract or Lease progressive Rents, or Rents increasing in Amount during any Portion of the Term of Years granted or agreed to be granted by any such Contract or Lease as aforesaid.

XV. And be it further enacted, That every Lease granted and to be granted under the Authority of the said recited Act and of this Act, or either of them, shall be deemed and taken to be duly granted, although the several Contracts or Agreements herein-before recited, or any Contract or Agreement already made, or hereafter to be made, by which such Lease shall have been preceded, shall not have been in all respects duly observed; and that as respects every Lease already executed under or in pursuance of the said Two several recited Contracts or Agreements of the Second and Fifth Days of *October* One thousand eight hundred and forty, or either of them, or hereafter to be executed under any of the herein-before recited Contracts or Agreements, or any other Contract or Agreement already made or hereafter to be made, by which such Lease shall have been preceded, the said recited Contracts or Agreements, or any other Contract or Agreement as aforesaid, shall not form any Part of the Evidence of the Title at Law or in Equity to such Lease, or the Benefit thereof: Provided nevertheless, that such Lease shall be conformable with the Restrictions and Provisions in the said recited Act and this Act contained in respect to the Leases by the same Acts respectively authorized to be granted, independent of any previous Contract or Agreement.

Leases not to be invalid by reason of varying from Contracts.

XVI. And be it further enacted, That a Certificate or Memorandum in Writing, signed by the Person or Persons by whom any Lease shall be granted under the Authority of the said recited Act and of this Act, or either of them, of any Part of the said Pieces or Parcels of Land or Ground and Hereditaments mentioned in the Schedule to the said recited Act, acknowledging the Receipt of a Counterpart of such Lease, shall be and be deemed full and complete Evidence that such Counterpart has been duly executed by the Lessee or Lessees.

Memorandum signed by the Lessor, acknowledging the Receipt of a Counterpart Lease, to be Evidence.

XVII. And be it further enacted, That if the said *James Weller Ladbroke*, or other the Person or Persons who shall by virtue of or under the said Will of the said *Richard Ladbroke* be for the Time being seised of or entitled to the first Estate of Freehold or Inheritance in reversion of and in the Premises by the said recited Act and hereby authorized to be demised or leased, immediately expectant on any existing Term or Terms therein, should at any Time hereafter re-enter upon and resume the Possession of all or any Part

Power to lease Premises on which Re-entry may take place for Nonpayment of Rent or Breach of Covenants.

or

or Parts of the Land or Ground and Buildings respectively comprised in the said Contracts or Agreements of the Second and Fifth Days of *October* One thousand eight hundred and forty, and Third Day of *February* One thousand eight hundred and forty-one, and the First Day of *November* One thousand eight hundred and forty-two, and the said recited Articles of Agreement of the Sixteenth Day of *February* One thousand eight hundred and forty-four, or in any other Contract or Agreement already entered into or hereafter to be entered into as aforesaid, or in any Lease or Leases already or hereafter to be by him or them made or granted under the Authority of the said recited Act and of this Act, or either of them, under and by virtue of the Condition of Re-entry in the particular Contract or Agreement or Lease contained, either for Nonpayment of the Rent thereby reserved, or for Default of completing and finishing or repairing the Buildings therein comprised or agreed to be erected, or for any other Cause, then and in every such Case it shall and may be lawful to and for the said *James Weller Ladbroke* from Time to Time during his Life, and after his Decease to and for the Person or Persons for the Time being seised or entitled as last aforesaid, if such Person or Persons shall be of the full Age of Twenty-one Years, or if not then to and for such Guardian or Guardians as aforesaid for the Time being of such Person or Persons, by Indenture or Indentures, to demise and lease the Land and Buildings whereof the Possession shall be so resumed, unto any Person or Persons who shall be willing to take the same, for any Term not exceeding Ninety-nine Years, and under the best yearly Rent that can be then reasonably had or gotten for the same, without taking any Sum or Sums of Money or other Thing by way of Fine, Premium, or Foregift in respect thereof under any Pretence whatsoever, and upon condition that the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, do and shall make or complete the Buildings if not begun or unfinished, or put the same into a complete State of Repair if in want thereof, within a reasonable Time to be appointed for that Purpose: Provided always, that every Lease to be made as last mentioned shall also be under and subject to all such and the same Conditions and Restrictions as are prescribed and required with regard to the original Leases to be granted in pursuance and by virtue of the said recited Act and of this Act, or such of them as shall be applicable to the Circumstances of the Case.

Provision as to Maintenance of Roads and Pavements or Footpaths to be made on the Land agreed to be demised to Mr. Jenkins.

XVIII. And be it further enacted, That during the Continuance of the said Term of Ninety-nine Years by the said Articles of Agreement of the Sixteenth Day of *February* One thousand eight hundred and forty-four agreed to be granted, or until the several Roads and Pavements or Footpaths which, in pursuance of the same Articles of Agreement, shall be formed and made upon the Pieces of Ground therein comprised, shall be taken to and dealt with by the Parish or respective Parishes in which the same Pieces of Ground are respectively situate as Parish Roads, or the Maintenance and Repairs thereof respectively shall be otherwise provided for by Law, it shall be lawful for the Surveyor for the Time being of the said *James Weller Ladbroke*, or of other the Person or Persons for the Time being seised of or entitled, under or by virtue of the said recited Will of the said

Richard

Richard Ladbroke, to the said Pieces of Ground, in reversion immediately expectant on the Determination of the said Term, to cause the said several Roads and Pavements or Footpaths respectively to be from Time to Time repaired and amended, with all good and sufficient Materials, as often as Need or Occasion shall require; and every Lessee named in any Lease or Leases to be granted in pursuance of the said last-mentioned Articles of Agreement and of this Act, his or her Executors, Administrators, and Assigns, shall be liable to bear and pay, in respect of each Messuage, Dwelling House, or Shop for the Time being standing upon the Ground comprised in his, her, or their Lease or respective Leases, the Expence of repairing and amending the said several Roads, and the Pavements and Footpaths thereof respectively, and of maintaining and keeping the same in good Order and Condition as aforesaid, in manner following; (that is to say,) the Expences of repairing each such Road, and the Pavements and Footpaths thereof, and of maintaining and keeping the same respectively in good Order and Condition as aforesaid, shall be borne and paid by the Lessees whose Land or Ground shall lie on the Side or Sides of such Road, and shall abut, either wholly or in part, upon the same Road or any Part thereof, his, her, or their Executors, Administrators, or Assigns, in such Shares and Proportions, and at such Time or Times, as said Surveyor for the Time being shall think reasonable, and shall from Time to Time rate and assess in that Behalf; and where any such Rate or Assessment, Rates or Assessments, or any Part thereof, and whether made at one or at several Times, shall be in arrear and unpaid for the Space of Twenty-one Days after a Notice in Writing under the Hand of the said Surveyor for the Time being requiring Payment thereof shall have been personally served on or left at the Place of Abode of the Person or Persons by whom the Amount specified in such Notice ought to be paid, or at the Place of Abode of the Tenant or Occupier of the Messuage, Dwelling House, or Shop in respect of which such Rate or Assessment, Rates or Assessments, shall be made, it shall and may be lawful for the said Surveyor for the Time being to distrain for the same, together with the reasonable Costs and Charges of such Distress, upon the Messuage, Dwelling House, or Shop in respect of which such Default shall have been made, and upon the Land or Ground attached thereto, and to dispose of the Distress when taken, or otherwise to act and demean himself in relation thereto as any Landlord may for Arrears of Rent reserved on a common Lease for Years, rendering the Overplus (if any) arising by such Sale, after deducting the Sum or Sums to be levied by such Distress and Sale, and the Charges of taking, keeping, appraising, and selling the said Distress, to the Owner thereof, on Demand; and the respective Tenants or Occupiers of the Premises in respect of which such Rate or Assessment, Rates or Assessments, shall be made, are hereby authorized to pay the Amount of such Rate or Assessment, Rates or Assessments, and to deduct the same (and in case any such Distress or Sale shall have been made as aforesaid, then also the Monies paid for or in respect of such Distress so levied by such Distress and Sale,) out of the first or any subsequent Payment of his, her, or their Rent; and every Tenant or Occupier shall be acquitted, exonerated, and discharged for so much Money as shall be so paid, or as shall be so

[*Private.*]

levied as aforesaid; and every immediate Landlord (other than the said *James Weller Ladbroke*, or other the Person or Persons for the Time being entitled as aforesaid, and other than and except any Landlord or Landlords, being the immediate Lessee or Lessees of the said *James Weller Ladbroke*, or of other the Person or Persons for the Time being entitled as aforesaid), and in case there shall happen to be mediate as well as immediate Landlords of the same Premises, then every Landlord, as well mediate as immediate, (other than and except as aforesaid,) who shall have allowed such Deduction, and his, her, and their respective Executors, Administrators, and Assigns, shall, but without Prejudice to any Contract, Covenant, or Agreement between such Landlord and his immediate Landlord touching the Payment of the said Rates and Assessments, be entitled to deduct the Amount which he, she, or they shall have allowed to be so deducted as aforesaid from the next or any subsequent Payment of the Rent which shall be payable by him, her, or them to his, her, or their immediate Landlord: Provided always, that the Person or Persons named in any Under-lease or Under-leases which may be granted by the said *William Henry Jenkins*, his Executors, Administrators, or Assigns, of any Part or Parts of the Land or Ground comprised in the said last-mentioned Articles of Agreement, at the Rent of a Peppercorn, his, her, and their Executors, Administrators, or Assigns, shall, for the Purposes of this present Provision, be deemed and considered as the Lessee or Lessees of the said *James Weller Ladbroke*, or of other the Person or Persons for the Time being entitled as aforesaid, and shall be liable to be rated and assessed accordingly: Provided nevertheless, that the said Surveyor during the Period of Twelve Years from the passing of this Act shall not exercise or cause to be exercised the several Powers or Authorities hereinbefore given to or vested in him in regard to the Repairs of the said several Roads and Pavements or Footpaths, or any of them, or to the assessing or recovering the Expences aforesaid, or any of the same Powers or Authorities respectively, unless he shall on each Occasion have been previously requested so to do by the said *William Henry Jenkins*, his Executors, Administrators, or Assigns.

Power to grant Rights of User of Roads in perpetuity or for a limited Period to Owners of adjoining Lands, in exchange for similar Grants obtained from them over their Lands.

XIX. And be it further enacted, That the said *James Weller Ladbroke* from Time to Time during his Life, and after his Decease the Person who shall by virtue of or under the said Will of the said *Richard Ladbroke* be for the Time being seised of or entitled to the first Estate of Freehold or Inheritance, either in possession or reversion, immediately expectant on any Term or Terms of Years for the Time being existing under the Powers and Provisions of the said recited Act and of this Act, or either of them, of and in the Pieces or Parcels of Land or Ground and Hereditaments mentioned in the Schedule to the said recited Act, may at any Time or Times after the passing of this Act, by Deed or Deeds by them respectively duly executed, respectively grant to the Proprietor or Proprietors for the Time being of any Lands, Tenements, or other Hereditaments near or adjoining to the said Pieces or Parcels of Land or Ground and Hereditaments mentioned in the said Schedule to the said recited Act, and his or their Lessees, Tenants, or Occupiers, the Right of absolute User, in perpetuity or for any limited Period, of all or any of the Roads made or formed or to be made or formed upon, through, or over the said

said last-mentioned Pieces or Parcels of Land or Ground and Hereditaments, or any Part or Parts thereof, the Right of User of which said Roads respectively shall be for the Time being vested in or reserved to or in any Manner within the Power or Control of the said *James Weller Ladbroke*, or other the Person or Persons for the Time being seised or entitled as aforesaid; provided that as an Equivalent and in exchange for the Right so to be granted as aforesaid such Proprietor or Proprietors shall have, by Deed or Deeds previously to such Grant or Grants, well and effectually granted and secured to the said *James Weller Ladbroke*, or other the Person or Persons for the Time being seised or entitled as aforesaid, and his or their Lessees, Tenants, or Occupiers, the Right of absolute User, in perpetuity or for a like limited Period, of all or any of the Roads made and formed or to be made and formed upon, through, or over the Lands of such Proprietor or Proprietors, or any Part of the same; and also that the said *James Weller Ladbroke*, and other the Person or Persons for the Time being seised or entitled as aforesaid, may, according as they respectively shall at any Time or Times in their respective Discretion think it advisable, lay open and dedicate to the public Use, either wholly or partially, all or any of the said Roads made or to be made upon, through, or over the said Land or Ground and Hereditaments mentioned in the said Schedule to the said recited Act, the Right of User of which said last-mentioned Roads respectively shall be for the Time being vested in or reserved to or in any Manner within the Power or Control of the said *James Weller Ladbroke*, or other the Person or Persons last aforesaid, or permit such Roads or any of them to be kept and continued as private Roads for the exclusive Use and Enjoyment (but subject to such Right of User as last aforesaid) of the Lessees, Tenants, or Occupiers for the Time being of the said Land or Ground, and the Messuages or Dwelling Houses and Buildings erected or to be erected thereon: Provided always, that nothing in this Act contained shall authorize or empower the said *James Weller Ladbroke*, or other the Person or Persons entitled as aforesaid, to grant any Right of User, or to make any Dedication to the public Use, of all or any of the Roads and Pavements or Footpaths to be made or formed upon, through, or over the Pieces or Parcels of Land and Hereditaments by the said recited Articles of Agreement of the Sixteenth Day of *February* One thousand eight hundred and forty-four agreed to be demised, or any Part or Parts thereof, to take effect before the Expiration or other sooner Determination of the said Term of Ninety-nine Years by the said recited Articles of Agreement of the Sixteenth Day of *February* One thousand eight hundred and forty-four agreed to be granted, or in any Manner to prejudice or affect the Rights and Interests of the said *William Henry Jenkins*, his Executors, Administrators, or Assigns, in regard to the said last-mentioned Roads and Pavements or Footpaths, or any of them, under or by virtue of the said last-mentioned Articles of Agreement and this Act.

Power to dedicate any Roads to the Public wholly or partially, or continue them as private Roads.

Power to grant Rights of User of Roads not to extend to the Lands and Premises comprised in the Agreement with *William Henry Jenkins*.

XX. And be it further enacted, That in order to facilitate the Proof of the Performance of the Covenants and Agreements contained in any Contract or Agreement as aforesaid, or in any Lease granted and to be granted pursuant to such Contracts or Agreements,

Certificate in Writing of the Persons authorized to make Contracts and

Leases of the Performance of Covenants to be Evidence of such Performance.

the Certificate in Writing of the Performance of any Covenant or Agreement contained in any such Contract or Lease as aforesaid, signed by the said *James Weller Ladbroke*, or other the Person or Persons as aforesaid, shall be conclusive Evidence of the due Performance of such Covenants and Agreements to the Extent and in manner as in such Certificate set forth.

Power of Leasing in R. Ladbroke's Will not to be affected.

XXI. Provided always, and be it further enacted, That this Act shall not nor shall any thing herein contained be construed, deemed, or taken to revoke, annul, prejudice, lessen, or affect the Power of leasing contained in the said recited Will of the said *Richard Ladbroke*.

Mr. J. W. Ladbroke empowered to mortgage the Estates for reimbursing himself the Expences of this Act, and in regard to the Building Agreement with Jenkins, and the Investigation of the Title by the latter, to the Extent of 1,200*l.* in the whole.

XXII. And be it further enacted, That it shall be lawful for the said *James Weller Ladbroke* to levy and raise not exceeding in the whole the Sum of One thousand two hundred Pounds to defray the Costs, Charges, and Expences of applying for and obtaining this Act, and also the Costs, Charges, and Expences incurred by him in and about the Treaty for and otherwise in relation to the said recited Agreement with the said *William Henry Jenkins*, and the Production and Proof to the said *William Henry Jenkins* of the Title to the Freehold and Inheritance of the said Pieces of Ground comprised in the same Agreement, with lawful Interest thereon from the Time of laying out or expending the same Costs, Charges, and Expences respectively, by demising the Lands or Grounds and Premises mentioned in the said Schedule to the said recited Act, or any Part thereof, (except the *Academy Field, Longlands, and the Hooks,*) with the Messuages and Buildings for the Time being standing thereon, by way of Mortgage, to any Person or Persons who shall be willing to advance and lend the same Sum of One thousand two hundred Pounds; and the Receipts of the said *James Weller Ladbroke* shall be sufficient Discharges for the Money so to be advanced by way of Mortgage; and any Mortgage to be executed as aforesaid, with the Receipt or Discharge of the said *James Weller Ladbroke* for the Money advanced thereon, shall be valid, without putting the respective Mortgagees to the Proof of the Money advanced by them being Part of the Sum hereby authorized to be raised; and in the meantime, and until the said Costs, Charges, and Expences shall be raised, the same, not exceeding the Amount aforesaid, with such Interest as aforesaid, shall be charged upon the Hereditaments mentioned in the said Schedule to the said recited Act, but subject and without Prejudice to any Contract or Contracts, Lease or Leases made or to be made, or for the Time being existing, under the Authority of the said recited Act and this Act, or either of them, in relation to the same: Provided always, that if the said Costs, Charges, and Expences, with such Interest as aforesaid, shall be levied and raised by Mortgage as aforesaid, the Persons successively entitled under the said Will of the said *Richard Ladbroke* to the Rents and Profits of the Lands and Hereditaments to be comprised in such Mortgage shall be chargeable with the Interest accruing due on the Principal Money secured by such Mortgage during the Continuance of their respective Estates therein, and that no greater Arrear than for One Year shall in any event be recoverable against any Person who shall be entitled in remainder for Interest accruing during the Estate of any Person or Persons

If the Costs shall be raised by Mortgage, the Interest of the Money to be kept down by the Person for the Time being entitled under

Persons entitled to any preceding Estate or Interest in the Premises under the said Will of the said *Richard Ladbroke*. the Will of
Richard
Ladbroke.

XXIII. And be it further enacted, That it shall be lawful to and for the said *James Weller Ladbroke*, after the passing of this Act, if he shall be then living, and in case of his Decease then for the Person or Persons who shall by virtue of or under the said Will of the said *Richard Ladbroke* be for the Time being seised of or entitled as aforesaid to the said Pieces or Parcels of Ground mentioned in the Schedule to the said recited Act, to enter into and execute any new Contract or Contracts comprising all or any of the Powers, Liberties, Authorities, Stipulations, Matters, Clauses, and Things by this Act authorized. Power to
enter into
new Con-
tracts.

XXIV. And be it further enacted, That it shall be lawful for the said *James Weller Ladbroke*, with the Consent in Writing of the said *Robert Ladbroke*, or other the Person who shall by virtue of or under the Limitations contained in the said Will of the said *Richard Ladbroke* be for the Time being presumptively entitled to the first existing Estate of Inheritance in remainder expectant on the Decease of the said *James Weller Ladbroke* of and in the said Pieces or Parcels of Ground mentioned in the Schedule to the said recited Act, if such Person be of full Age, but if such Person shall be under that Age then with the Consent in Writing of his Guardian or Guardians for the Time being, and after the Decease of the said *James Weller Ladbroke* for the said *Robert Ladbroke*, or other the Person or Persons who shall by virtue of or under the Limitations in the said Will contained for the Time being be seised of or entitled to the first Estate of Inheritance in possession of and in the said Pieces or Parcels of Ground mentioned in the said Schedule, if such Person so for the Time being entitled be of full Age, but if such Person shall be under that Age then for his Guardian or Guardians for the same being, to sell, convey, and assure the Freehold and Inheritance of any Portion of the said Lands which may be suitable or required for the Erection of One or more Church or Churches, or Place or Places of religious Worship according to the Rites and Ceremonies of the Church of *England*, subject however to any Leases or Contracts for Leases existing on any Portion of the said Lands. Power to
sell Land for
Sites of
Churches.

XXV. And be it further enacted, That any Sale, Conveyance, or Assurance which may have been executed by the said *James Weller Ladbroke* and *Robert Ladbroke* for the Purpose of appropriating any Site or Sites for a Church or Churches, or Place or Places of religious Worship according to the Rites and Ceremonies of the Church of *England*, shall be as binding, valid, and effectual as though the same had been made and executed under the Powers of this Act: Provided nevertheless, that no such Sale, Conveyance, or Assurance shall in any Manner prejudice or affect the legal and equitable Title in the before-mentioned Contracts or Agreements, or such One or more of them, in which such Site or Sites shall have been or shall be comprised, or the Rights and Interests of any Person or Persons claiming under the same respectively, so far as respects the Residue of the For render-
ing valid
Sales of
Land for
Site of
Church.

[Private.]

Land not so sold and conveyed for the said Site or Sites, and comprised in the said Contracts or any of them.

Saving
Clause.

XXVI. Saving always to the Queen's most Excellent Majesty, and Her Heirs and Successors, and to such of the aforesaid Annuitants mentioned in the said Will of the said *Richard Ladbroke* as are living, or their respective Assigns, in respect of the Annuities given to them by the said Will, and to all Persons claiming under the herein-before recited Contracts or any of them, and to all and every other Person and Persons, Bodies Politic and Corporate, and his and their Heirs, Successors, Executors, and Administrators, (other than and except to the said *James Weller Ladbroke* and his Sons, and the Heirs Male of the Bodies of such Sons, and the said *Robert Ladbroke* and the Heirs Male of his Body, and also other than and except to the said *Felix Ladbroke*, the only Son of the said *Felix Calvert Ladbroke*, and the said *Henry Ladbroke*, and the Heirs Male of the respective Bodies of the said *Felix Ladbroke* and *Henry Ladbroke*, and also the right Heirs of the said Testator *Richard Ladbroke*, and all Persons to whom any Estate, Right, Title, or Interest shall have been demised, bequeathed, or descended under or by virtue of the said Will of the said *Richard Ladbroke*, or have been granted or limited by the said Indentures of the Ninth Day of *July* One thousand eight hundred and twenty-one, the Twenty-fourth Day of *July* One thousand eight hundred and twenty-one, the Twenty-fourth Day of *January* One thousand eight hundred and twenty-four, the Sixteenth Day of *March* One thousand eight hundred and twenty-four, the Twenty-sixth Day of *January* One thousand eight hundred and twenty-five, the Twenty-eighth Day of *April* One thousand eight hundred and thirty-eight, and the First Day of *May* One thousand eight hundred and forty-three,) all such Estate, Right, Title, Interest, Benefit, Property, Claim, and Demand whatsoever, of, in, to, out of, or upon the said Hereditaments so leased or contracted to be leased as aforesaid, or to be so leased, under or by virtue of and pursuant to the Powers contained in the said recited Act and this Act, and every or any Part thereof, as they and every or any of them had before the passing of this Act, or would, could, or might have had, held, and enjoyed in case this Act had not been made.

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

XXVII. 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. 1844.



ANNO SEPTIMO & OCTAVO

VICTORIÆ REGINÆ.

Cap. 33.

An Act to confirm certain Contracts for Leases made and entered into by *James Weller Ladbroke* Esquire of Lands and Premises at or near *Notting Hill* in the County of *Middlesex*; and to alter and enlarge the Powers of an Act passed in the First and Second Years of the Reign of His late Majesty King *George* the Fourth, intituled *An Act to enable James Weller Ladbroke Esquire and others to grant Building Leases of Lands in Kensington, Paddington, Notting Barns, and Westborne, in the County of Middlesex*; and for other Purposes relating thereto. [6th August 1844.]

WHEREAS *Richard Ladbroke*, late of *Tadworth Court* in the County of *Surrey*, Esquire, deceased, by his last Will and Testament in Writing, bearing Date the Fifth Day of *August* in the Year One thousand seven hundred and eighty-four, and executed and attested as the Law then required for the Devise of Freehold Estates, after giving to his Uncle *Anthony Hinckesman* an Annuity of Thirty Pounds during his Life, and charging all his Real Estate therein-after devised with the Payment thereof, gave, devised, and bequeathed unto his Cousin *Robert Ladbroke* Esquire, *William*
 [Private.] 10 s *Howell*

Will of
 R.Ladbroke,
 Esq., dated
 5th Aug.
 1784.

Howell Ewin of the University of *Cambridge*, Doctor of Laws, and *Francis Maseres* Esquire, Cursitor Baron of His Majesty's Exchequer, and their Heirs, Executors, and Administrators, for and during the natural Lives of his (the Testator's) Mother *Elizabeth Ladbroke*, and his Four Sisters, *Mary* the Wife of the Reverend *James Weller*, *Ann Ladbroke*, *Hannah Ladbroke*, and *Elizabeth Denton*, and the Life of the Survivor of them, all his Real Estates whatsoever, situate, lying, and being in the Parish of *Ryegate* in the County of *Surrey*, and in *Kensington*, *Paddington*, *Notting Barns*, *Westburn*, *South Mimms*, *Saint Sepulchres*, and *Enfield Chase*, or in any other Towns, Parishes, or Places to them or any of them next or near adjoining, in the said County of *Surrey* and the County of *Middlesex*, or elsewhere in *Great Britain*, and also his Leasehold Estate called *Havering Park* in the County of *Essex*, and all the Rest and Residue of his Real and Personal Estate whatsoever, with their and every of their Appurtenances, whereof or wherein he (the said Testator), or any Person or Persons in trust for him, had any Estate of Inheritance, to hold unto the said *Robert Ladbroke*, *William Howell Ewin*, and *Francis Maseres*, to the Use of them, their Heirs, Executors, Administrators, and Assigns, for and during the Lives of his said Mother and Four Sisters, and the Life of the Survivor of them, subject to and charged and chargeable, in the first place, with all his (the said Testator's) Debts, and then with all the said Annuities, and lastly with the Legacies therein-before and therein-after mentioned, and with the Interest thereof, as therein mentioned, upon the Trusts and to and for the Uses, Intents, and Purposes therein-after mentioned concerning the same; (that is to say,) upon trust to pay and divide the Rents, Issues, and Produce of his Real and Personal Estates, from Time to Time as the same should be received, equally between his said Mother and Four Sisters, or such of them as should be living at the Time of his Decease, equally, Share and Share alike; and in case of the Death of his said Mother or any or either of his said Sisters, then he directed that the Share of her or them so dying should go to the Survivor or Survivors, if more than one, equally, Share and Share alike; and from and after the Decease of the Survivor of his said Mother and Sisters, then he gave all his Freehold and Copyhold Estates in the Kingdom of *Great Britain* unto his Nephew *Osbert Denton*, and his Assigns, during his Life, without Impeachment of Waste, he taking the Surname of *Ladbroke*, chargeable, nevertheless, with the Payment of the following Annuities or yearly Sums, (to wit,) the clear yearly Sums of One hundred Pounds which he (the said Testator) gave to each of his Nephews and Nieces, *Elizabeth Denton*, *Mary Denton*, *Cary Hampton Weller*, *Mary Weller*, *James Weller*, *Charlotte Weller*, and *Hannah Weller*, or such of them as should be then living, during their respective Lives, for their respective sole and separate Use, with Powers of Entry and Distress in case of Nonpayment of the said respective Annuities or any or either of them, as therein mentioned; with Remainder, subject and chargeable as aforesaid, to the Use of the said *William Howell Ewin* and *Francis Maseres*, and their Heirs, during the Life of his said Nephew *Osbert Denton*, in trust to preserve contingent Remainders; Remainder to the Use of the First and every other Son of the said *Osbert Denton* successively in Tail Male; Remainder, subject and chargeable as aforesaid, to the Use of all and every other the Son
and

and Sons of his (the Testator's) said Sister *Elizabeth Denton* successively in Tail Male; Remainder, subject and chargeable as aforesaid, unto his Nephew *Cary Hampton Weller*, and his Assigns, for his Life, without Impeachment of Waste, he taking the Surname of *Ladbroke*; Remainder to the Use of the said Trustees, and their Heirs, during the Life of the said *Cary Hampton Weller*, in trust to preserve contingent Remainders; Remainder to the Use of the First and every other Son of the said *Cary Hampton Weller* successively in Tail Male; Remainder, subject and chargeable as aforesaid, unto his (the said Testator's) Nephew *James Weller*, and his Assigns, for his Life, without Impeachment of Waste, he taking the Surname of *Ladbroke*; Remainder to the Use of the said Trustees, and their Heirs, during the Life of the said *James Weller*, in trust to preserve contingent Remainders; Remainder to the Use of the First and every other Son of the said *James Weller* successively in Tail Male; Remainder to the Use of all and every the other Son and Sons of his (the said Testator's) Sister *Mary Weller* successively in Tail Male; Remainder (subject and chargeable as aforesaid) unto the First and every other Son of the Body of his (the said Testator's) Sister *Ann Ladbroke* successively in Tail Male; Remainder, subject and chargeable as aforesaid, unto the First and every other Son of his (the said Testator's) Sister *Hannah Ladbroke* successively in Tail Male; Remainder, subject and chargeable as aforesaid, unto his (the Testator's) Cousin *Robert Ladbroke*, and his Assigns, for the Term of his natural Life, without Impeachment of Waste; Remainder to the Use of the said Trustees, and their Heirs, during the Life of the said *Robert Ladbroke*, in trust to preserve contingent Remainders; Remainder to the Use of the First and every other Son of the said *Robert Ladbroke* successively in Tail Male; Remainder to the Use of the Testator's right Heirs for ever; and the said Testator by his said Will authorized and empowered the several Devisees in his said Will named, when respectively in possession of his Real Estates by virtue of his said Will, to make any Lease or Leases of all or any Part of the said Premises not exceeding the Term of Twenty-one Years; and the said Testator appointed the said *Robert Ladbroke*, *William Howell Ewin*, and *Francis Maseres* Executors of his Will: And whereas the said Testator *Richard Ladbroke* departed this Life in or about the Month of *September* One thousand seven hundred and ninety-three, without having revoked or altered his said Will: And whereas the said *Elizabeth Ladbroke*, the Mother of the said Testator, departed this Life in the Month of *October* One thousand seven hundred and ninety-four; and the said *Ann Ladbroke*, one of the Sisters of the said Testator, departed this Life in the Month of *January* One thousand eight hundred; and the said *Elizabeth Denton*, another of the Sisters of the said Testator, departed this Life in the Month of *July* One thousand eight hundred and seven; and the said *Mary Weller*, another of the Sisters of the said Testator, departed this Life in the Month of *October* One thousand eight hundred and twelve; and the said *Hannah Ladbroke*, the other Sister of the said Testator, departed this Life in the Month of *December* One thousand eight hundred and seventeen: And whereas the said *Osbert Denton*, one of the Nephews of the said Testator, and the First Tenant for Life named in the said Will in remainder expectant upon the Decease of the Survivor of the said Mother and

and Four Sisters of the said Testator, did, upon the Decease of the said *Hannah Ladbroke*, become entitled to the said devised Estates as Tenant for Life thereof in possession under the Limitations contained in the said Will, and the said *Osbert Denton*, who had previously assumed the Surname of *Ladbroke*, departed this Life in or about the Month of *June* One thousand eight hundred and eighteen, a Bachelor; and his Mother, the said *Elizabeth Denton*, having previously died without leaving any other Issue Male, the said *Cary Hampton Weller*, upon the Decease of the said *Osbert Denton Ladbroke*, became entitled to the said devised Estates as Tenant for Life thereof in possession under the Limitations contained in the said recited Will; and the said *Cary Hampton Weller* departed this Life in the Month of *May* One thousand eight hundred and nineteen, a Bachelor; and thereupon the said *James Weller* entered upon the said devised Estates as Tenant for Life thereof in possession under the Limitations contained in the said Will, and shortly afterwards, pursuant to the Direction contained in the said Will, assumed the Surname of *Ladbroke*, by virtue of a Licence granted by His late Majesty King *George* the Third for that Purpose: And whereas the said *James Weller Ladbroke* on the Twenty-sixth Day of *May* One thousand eight hundred and three intermarried with *Caroline Raikes* Spinster, who is still living, but there is not any Issue Male of such Marriage: And whereas the said *Mary Weller*, one of the Sisters of the said Testator, left no other Sons but the said *Cary Hampton Weller* and *James Weller*, nor any Issue Male of any deceased Son or Sons of her: And whereas the said *Ann Ladbroke* and *Hannah Ladbroke*, Two other of the Sisters of the said Testator, both died without having been married: And whereas the said *Robert Ladbroke* intermarried, in the Year One thousand seven hundred and sixty-nine, with *Elizabeth Kingscote* Spinster, and departed this Life in the Month of *July* One thousand eight hundred and fourteen, leaving Issue Male by his said Wife Three Sons, (that is to say), *Robert Ladbroke*, *Felix Calvert Ladbroke*, and *Henry Ladbroke*, all of whom attained the Age of Twenty-one Years; and the said *Robert Ladbroke*, as the eldest Son of the said *Robert Ladbroke* deceased, is the First Tenant in Tail in existence under the Uses limited by the said Will of the said *Richard Ladbroke* deceased of the Hereditaments thereby devised: And whereas by an Act of Parliament passed in the First and Second Years of the Reign of His late Majesty King *George* the Fourth, intituled *An Act to enable James Weller Ladbroke Esquire and others to grant Building Leases of Lands in Kensington, Paddington, Notting Barns, and Westborne, in the County of Middlesex*, it was (amongst other things) enacted, that from and after the passing of that Act it should be lawful for the said *James Weller Ladbroke* from Time to Time during his Life, and after his Decease to and for the Person who should by virtue of or under the said recited Will of the said *Richard Ladbroke* be for the Time being seised of or entitled to the First Estate of Freehold or Inheritance in possession of and in the Messuages and Pieces or Parcels of Land or Ground mentioned in the Schedule thereunto annexed (being Part of the Freehold Hereditaments devised by the said recited Will of the said *Richard Ladbroke* the Testator), if such Person should be of the full Age of Twenty-one

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Years, or if not then to or for the Guardian or Guardians of such Person for the Time being, by Indenture or Indentures, to be sealed and delivered by him or them in the Presence of and attested by Two or more credible Witnesses, to demise or lease all or any Part or Parts of the Pieces or Parcels of Land or Ground mentioned in the said Schedule unto any Person or Persons who should have built thereon, or rebuilt or substantially repaired any Buildings on the same, or any Part or Parts thereof, or who should be willing and should covenant and agree to build, rebuild, or substantially repair any such Buildings, or unto such Person or Persons as he or they should nominate or appoint, for any Term of Years not exceeding Ninety-nine Years, to take effect in possession, and not in reversion or by way of future Interest, with Liberty for the Lessee or Lessees to lay out and appropriate any Part of the Premises to be comprised in such Lease or Leases, not exceeding Five Acres, to or with any One Messuage or Mansion House, as or for Paddocks, Plantations, Lawns, Gardens, Yards, or other Conveniences or Appendages of Use or Ornament, or as or for a Way or Ways, Passage or Passages, or in any other Manner or for any other Purpose for the Use and Convenience of the Lessee or Lessees or other Tenants or Occupiers of the Premises, and also Liberty to lay out and appropriate any Part or Parts of the said Premises as or for public Streets, Squares, Paths, and Passages, and to make Drains, Sewers, or other Easements, for the more convenient Enjoyment thereof, so that there were reserved in and by such Leases respectively the best and most improved yearly Rent that could be reasonably had for the same, to be made payable quarterly, and so that there were contained in such Leases respectively the several Covenants from the respective Lessees in the said Act mentioned, and Conditions of Re-entry for Nonpayment of the Rent to be thereby reserved by the Space of Twenty-one Days next after the same should become payable, or for Non-performance of the Covenants, Provisoes, or Conditions to be therein contained on the Part of the respective Lessees, and also such other Covenants, Provisoes, Conditions, Agreements, and Restrictions as are in the said Act also mentioned; and it was by the said Act further enacted, that it should be lawful for the said *James Weller Ladbroke*, and for the other Person or Persons thereby authorized to make such Lease or Leases as aforesaid, to enter into any Contract or Contracts in Writing for granting any Lease or Leases of the Lands or Grounds and Buildings mentioned in the said Schedule, or any Part or Parts thereof, pursuant to the Power and at the Rent and subject to the Restrictions therein-before contained, so far as the same should be applicable, and to agree, when and as any Land or Buildings so agreed to be let, or any Part or Parts thereof, should be built upon, rebuilt, or repaired in the Manner and to the Extent to be stipulated in any such Contract, by One or more Indenture or Indentures to demise and lease the Lands and Buildings to be mentioned in such Contract, or any Part or Parts thereof, unto the Person or Persons contracting to take the same as aforesaid; or unto such other Person or Persons as he or they should nominate and appoint in that Behalf, for and during the Remainder of the Term to be specified in such Contract, and in such Parcels, and under and subject to such Portions of the yearly Rent or Rents, to be specified in such Contract, as should be thought

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proper, but so nevertheless that no one of the said apportioned Rents should be less than Two Pounds a Year, nor exceed One Seventh Part of the clear yearly Rack Rent or Value of the Ground by any Indenture of Lease demised, and the Buildings erected thereon at the Time of granting such Lease, save and except that after a Reservation of several apportioned Rents to the Amount of the Rent to be specified in such Contract the Residue of the Ground (if any), with the Buildings thereon, might be granted by one Lease or by several Leases at the yearly Rent of a Peppercorn to be reserved by such one Lease or by each of such several Leases, and all Leases to be granted pursuant to such Contract should be subject to such Covenants, Conditions, and Agreements as were therein-before directed to be contained in the Leases first therein-before authorized to be made, so far as the same should be applicable; and it was by the said Act further enacted, that in every such Contract there should be inserted a Clause or Condition for vacating the same, or for Re-entry into such Part or Parts of the Lands and Buildings therein comprised and agreed to be let as should not be built upon, rebuilt, or repaired in the Manner therein stipulated, within a reasonable Time, to be therein appointed, and also a Clause or Condition that the Person or Persons to whom such Lease or Leases ought to be granted, pursuant to such Contract, should accept the same, and execute a Counterpart or Counterparts thereof, and pay the reasonable Charges of preparing the same, within a reasonable Time, to be thereby appointed, or that in default thereof such Contract should be void, and all and every such Contract or Contracts should be carried into performance by a Lease or Leases to be granted in pursuance of the Power and subject to the Restrictions therein-before contained, so far as the same should be applicable; and it was by the said Act further enacted, that it should be lawful for the said *James Weller Ladbroke* to raise the Costs and Expences of applying for and obtaining the said Act, not exceeding in the whole the Sum of Six hundred Pounds, with lawful Interest thereon from the Time of expending the same respectively, by demising the said Lands or Grounds and Premises mentioned in the said Schedule, or any Part thereof, by way of Mortgage, to any Person or Persons willing to lend the same, and that until the said Costs and Expences should be raised the same, not exceeding the Amount aforesaid, should be charged upon the Hereditaments mentioned in the said Schedule: And whereas the said *Felix Calvert Ladbroke* on the Thirteenth Day of *February* One thousand seven hundred and ninety-six intermarried with *Mary Anne Shubrick*, and departed this Life on the Fourteenth Day of *March* One thousand eight hundred and forty, leaving *Felix Ladbroke*, who is still living, his eldest and only Son by his said Wife, him surviving: And whereas by a Contract or Agreement bearing Date on or about the Second Day of *October* One thousand eight hundred and forty, and made or expressed to be made between the said *James Weller Ladbroke* of the one Part, and *William Chadwick* of *Trinity Square* in the County of *Surrey*, Builder, of the other Part, the said *James Weller Ladbroke*, in pursuance and in exercise of the Power vested in him by the said in part recited Act of Parliament, and for the Considerations in the said Contract or Agreement mentioned, did agree to let, and the said *William Chadwick* did agree to

Building
Agreement
between
James
Weller Lad-
broke and
William
Chadwick,
2d Oct. 1840.

to take, from *Christmas Day* then last past, Three several Pieces of Ground therein particularly described, and situate at *Notting Hill*, and in the Parish of *Saint Mary Abbots Kensington*, being Part of certain Meadows there called the *Plough Field* and *Pond Field*, (which were a Portion of the Ground and Premises comprised in the said Schedule to the said recited Act,) together with the Five Brick Messuages or Tenements and other Erections and Buildings erected and built on one of the said Pieces of Ground, and also the Site of a certain Cottage or Tenement situate at the Corner of *Porto Bello Lane*, as the said Pieces or Parcels of Ground, together with the Roads and Sewers made or intended to be made, were more particularly described by the Plan or Ground Plot drawn in the Margin of the said Contract or Agreement now in recital, together with full and free Liberty and uninterrupted Right of Way and Passage, with Horses and Carriages and all other Articles, or without, at all Times and for all Purposes, into, out of, over, and along the said Roads as were made or intended to be made, and were set forth in the said Plan, and such Portions thereof as should or might be made or appropriated for a Pavement or Pavements, Footpath or Footpaths, the said Premises (with the Liberty and Right of Way as aforesaid) to be let and taken for the Term of Ninety-six Years from the Twenty-fifth Day of *December* then last past, at the yearly Rent of One hundred and four Pounds for the First Year, One hundred and six Pounds Fifteen Shillings for the Second Year, One hundred and eight Pounds Ten Shillings for the Third Year, and at the yearly Rent of One hundred and twelve Pounds Seventeen Shillings for each succeeding Year of the said Term, the said Rents to be payable quarterly, as in the said Contract or Agreement mentioned; and in the said Contract or Agreement now in recital are contained (among other Covenants, Conditions, and Restrictions proper and requisite to be inserted in Building Contracts, in conformity with the Provisions of the said recited Act,) Covenants on the Part of the said *William Chadwick* to erect and cover in on the said Pieces or Parcels of Ground thereby agreed to be demised, or some Part thereof, at such Periods as therein mentioned and since past, and in addition to the said Messuages already erected thereon, not exceeding Six nor less than Four substantial Brick Messuages or Dwelling Houses, and to expend in such Messuages or Dwelling Houses the Sum of Four thousand Pounds at the least, and no one of them to be of less Value than the Sum of Seven hundred and fifty Pounds, or have appropriated or enjoyed therewith less than a Quarter of an Acre of the Ground thereby agreed to be demised, including the Site thereof, without such Consent as therein mentioned, to make proper Vaults, Areas, and Drains to the said Messuages or Dwelling Houses, and also proper Sewers in such Direction and Manner as should be prescribed by the Surveyor for the Time being of the said *James Weller Ladbroke*, or other the Person or Persons who for the Time being should be entitled to the said Hereditaments thereby agreed to be demised, in reversion expectant on the Determination of the said Term, and as regulated by the Commissioners of Sewers, and also to make the new Road of the Width of Eighty Feet in the Direction and as described in the said Plan or Ground Plot, with suitable Pavements or Footpaths; and by the said Contract or Agreement now in recital

a Power

a Power was given or reserved to the said *William Chadwick*, his Executors, Administrators, or Assigns, to erect and build upon the said Pieces or Parcels of Ground and Premises, or any Part or Parts thereof, any other Messuages or Dwelling Houses, Messuage or Dwelling House, Erections and Buildings, so as each of such Messuages or Dwelling Houses, Erections and Buildings, were of the Value of Seven hundred and fifty Pounds at the least, but not otherwise, and so as the Site thereof and of the Ground appropriated thereto contained at the least One Quarter of an Acre, but not otherwise, unless with the Consent in Writing of the said *James Weller Ladbroke*, or such Person or Persons as aforesaid, and so as the said *William Chadwick*, his Executors, Administrators, or Assigns, made proper Vaults, Areas, and Drains thereto, the whole of the Buildings to be executed and built agreeably to the following (among other) Conditions, that no external or Party Walls should be in any Part of less Thickness than One Brick and a Half, and all the said Buildings and Works before mentioned were to be made and executed according to such Ranges and Levels and in such Manner in all respects as should be previously approved by the Surveyor for the Time being of the said *James Weller Ladbroke*, or of the Person or Persons who for the Time being should be entitled as aforesaid; and by the said Contract or Agreement now in recital Provision was made for the said Pieces or Parcels of Ground thereby agreed to be demised, with the Messuages or Dwelling Houses, Erections and Buildings, to be erected and built thereon, being demised from Time to Time by One or more Lease or Leases to the said *William Chadwick*, or his Nominee or Nominees, and it was also thereby agreed that the aforesaid yearly Rents agreed to be paid for the whole of the Ground thereby agreed to be demised should be apportioned in such Lease or Leases respectively in such Manner as should be to the Satisfaction of the Person or Persons granting the same, and conformably to the Provisions of the said recited Act of Parliament; but the said Contract or Agreement contains no express Stipulation or Provision for the granting of any Lease or Leases of the Remainder of the Ground, with the Buildings thereon (if any), at the Rent of a Peppercorn, when the whole of the Rents should have been fully reserved in previous Leases: And whereas by a certain other Contract or Agreement, bearing Date on or about the Fifth Day of *October* One thousand eight hundred and forty, and made or expressed to be made between the said *James Weller Ladbroke* of the one Part, and *Jacob Connop* of *Dorset Place* in the County of *Middlesex*, Esquire, of the other Part, the said *James Weller Ladbroke*, pursuant to and in further Exercise of the Power vested in him by the said in part recited Act of Parliament, and for the Considerations in the said Contract or Agreement now in recital mentioned, did agree to let, and the said *Jacob Connop* did agree to take, from the Twenty-ninth Day of *September* then last, the several Pieces or Parcels of Meadow or Pasture Land therein particularly described (being other Part of the Ground comprised in the said Schedule to the said recited Act), and situate in the said Parishes of *Kensington*, *Paddington*, *Westbourne*, and *Notting Barns*, some or one of them, the same Premises being more particularly described by a Plan or Ground Plot drawn in the Margin of the said Contract or Agreement now in

recital

Building
Agreement
between
J. W. Lad-
broke and
J. Connop,
5th Oct. 1840.

recital (excepting out of the same Contract or Agreement the Right of Way therein mentioned, but including therein a Right of Way to the said *Jacob Connop*, his Executors, Administrators, or Assigns, his and their Tenants, Workmen, and others, from Time to Time during the Continuance of the Term thereby agreed to be granted, at his and their own Will and Pleasure, in, through, over, along, and upon the intended new Roads (which in the said Plan were coloured Yellow), as an Easement to be enjoyed by him and them in respect of the Premises thereby agreed to be demised), the said Premises (except as aforesaid) to be let and taken for the Term of Ninety-nine Years from the Twenty-ninth Day of *September* then last, at the yearly Rent of Three hundred and thirteen Pounds Seven Shillings for the First Year, Four hundred and fifty-two Pounds and Four Shillings for the Second Year, Six hundred and two Pounds Ten Shillings for the Third Year, Seven hundred and fifty-three Pounds Two Shillings for the Fourth Year, Nine hundred and three Pounds Twelve Shillings for the Fifth Year, and at the yearly Rent of One thousand and forty-five Pounds Eight Shillings for each succeeding Year, the said Rents to be payable quarterly, as in the said Contract or Agreement now in recital mentioned; and in the said Contract or Agreement now in recital are contained (among other Covenants, Conditions, and Restrictions proper and requisite to be inserted in Building Contracts, in conformity with the Provisions of the said recited Act of Parliament,) Covenants on the Part of the said *Jacob Connop*, on or before such Period as therein mentioned and since past, to make the Road shown by the said Plan leading from the Turnpike Road to the East Side of the Premises therein-before agreed to be demised, and also on or before the Twenty-ninth Day of *September* One thousand eight hundred and forty-two to erect and cover in, on the said Pieces or Parcels of Ground thereby agreed to be demised, Two or more substantial Brick Messuages or Dwelling Houses, and to expend in such Messuages or Dwelling Houses as aforesaid the Sum of Five thousand Pounds at the least, and in each Year of the succeeding Nineteen Years of the said Term thereby agreed to be granted to erect and cover in Two or more other substantial Brick Messuages or Dwelling Houses, and to expend in such Messuages or Dwelling Houses as last aforesaid the Sum of Five thousand Pounds at the least in each such Year of the said succeeding Nineteen Years of the said Term, and also on or before such Period as therein mentioned and since past to make and complete new Roads and Sewers, of such Widths and in such Directions and Manner, and with suitable Pavements or Footpaths thereto, as should be approved of in Writing by the Surveyor for the Time being of the said *James Weller Ladbroke* or his Assigns, or the Person or Persons for the Time being entitled to the said Hereditaments thereby agreed to be demised, in reversion expectant on the said Term of Ninety-nine Years, and to expend in such new Roads and Sewers, and Pavements or Footpaths, the Sum of Two thousand Pounds at the least, and that no one of the Messuages or Dwelling Houses to be built on the Ground thereby agreed to be demised should be of less Value than the Sum of Five hundred Pounds, nor should less than One Half in Number of the said Messuages or Dwelling Houses which should be erected under the Covenant therein-before contained upon the said Ground, as the same should respectively from Time to Time progress, be of

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less Value than the Sum of One thousand Pounds each, nor should a greater Number than Three hundred and fifty Messuages or Dwelling Houses in the whole be erected upon the said Ground, Power being by the said Contract or Agreement expressly reserved to the said *Jacob Connop*, his Executors, Administrators, or Assigns, in any one of the first Twenty Years of the said Term, to erect a greater Number of such Messuages and Tenements than were therein-before covenanted to be erected, and to expend therein a greater Amount than Five thousand Pounds, as therein-before contemplated, and in that Case the Excess of Expenditure beyond Five thousand Pounds was to be treated and considered as Performance to the Extent of such Excess of his (the said *Jacob Connop's*) Covenant therein-before contained for expending Monies in building during future Years of the said Term following such Year or Years during which he should have expended a greater rateable Sum or Sums *per Annum* than he had stipulated to do by the aforesaid Covenant, (*videlicet,*) the Sum of Five thousand Pounds *per Annum*; and the said *Jacob Connop* also covenanted, in the said Contract or Agreement now in recital, at the Time of erecting the said Messuages or Dwelling Houses on the Premises thereby agreed to be demised, to make proper Vaults, Areas, Drains, and Sewers thereto, as regulated by the Commissioners of Sewers, and at the same Time to erect Brick Walls or Iron or Stone Fences to separate any Yards or Gardens which should be appropriated to any of such Messuages or Dwelling Houses, the whole of the Buildings and Works to be executed agreeably to the following (among other) Conditions, that no external or Party Walls should be in any Part of less Thickness than Thirteen Inches and a Half, and the whole of the several Buildings and Works before mentioned, and any other Erections to be made on the said Pieces or Parcels of Ground thereby agreed to be demised, to be made and executed according to such Ranges and Levels as should be approved in Writing by the Surveyor for the Time being of the said *James Weller Ladbroke*, or of the Person or Persons who for the Time being should be entitled as aforesaid; and by the said Contract or Agreement now in recital Provision was made for the said Pieces or Parcels of Ground thereby agreed to be demised, with the Messuages or Dwelling Houses, Erections and Buildings, to be erected and built thereon, being demised from Time to Time by One or more Lease or Leases to the said *Jacob Connop*, or his Nominee or Nominees; and it was also thereby agreed that the aforesaid yearly Rents agreed to be paid for the whole of the Ground thereby agreed to be demised should be apportioned and reserved in such Lease or Leases respectively in such Manner as should be to the Satisfaction of the Person or Persons granting the same, and conformably to the Provisions in the said recited Act of Parliament; but the same Contract or Agreement contains no express Stipulation or Provision for the granting of any Lease or Leases of the Remainder of the Ground, with the Buildings thereon (if any), at the Rent of a Peppercorn, when the aforesaid yearly Rents should have been fully reserved in previous Leases: And whereas by a certain other Contract or Agreement, bearing Date on or about the Third Day of *February* One thousand eight hundred and forty-one, and made or expressed to be made between the said *James Weller Ladbroke* of the one Part, and *John Duncan* of *Great George Street* in the County

Building
Agreement
between
J. W. Lad-
broke and
John Dun-

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of *Middlesex*, Esquire, of the other Part, the said *James Weller Ladbroke*, pursuant to and in further Exercise of the Power vested in him by the said in part recited Act of Parliament, for the Considerations in the same Contract or Agreement mentioned, did agree to let, and the said *John Duncan* did agree to take, from the Twenty-ninth Day of *September* then last, the several Pieces or Parcels of Meadow or Pasture Land therein particularly described (being other Part of the Ground comprised in the said Schedule to the said recited Act), and situate in the said Parishes of *Kensington, Paddington, Westbourne, and Notting Barns*, (some or one of them,) together with the several Cottages, Stables, and other Buildings thereon erected and built, the same Premises being more particularly described by a Plan or Ground Plot thereof drawn in the Margin of the said Contract or Agreement now in recital (except the Right of Way therein mentioned), the said Premises (except as aforesaid) to be let and taken for the Term of Ninety-nine Years from the Twenty-ninth Day of *September* then last, at the yearly Rent of Four hundred and four Pounds Fifteen Shillings for the First Year of the said Term, Five hundred and seventy-eight Pounds Five Shillings for each of the Second and Third Years, Seven hundred and seventy-one Pounds for the Fourth Year, Nine hundred and sixty-three Pounds Fifteen Shillings for the Fifth Year, One thousand one hundred and fifty-six Pounds Ten Shillings for the Sixth Year, and at the yearly Rent of One thousand three hundred and forty-nine Pounds Five Shillings for each succeeding Year of the said Term, the said Rents to be paid quarterly, as in the said Contract or Agreement now in recital mentioned; and in the said Contract or Agreement now in recital are contained (among other Covenants, Conditions, and Restrictions proper and requisite to be inserted in Building Contracts, in conformity with the Provisions of the said recited Act of Parliament,) Covenants on the Part of the said *John Duncan*, on or before the Twenty-ninth Day of *September* One thousand eight hundred and forty-six, to erect and cover in, on the said Pieces or Parcels of Ground thereby agreed to be demised, or some Part thereof, Two or more substantial Brick-built Messuages or Dwelling Houses, and to expend in such Messuages or Dwelling Houses the Sum of Five thousand Pounds at the least, and in each Year of the succeeding Fifteen Years of the said Term thereby agreed to be granted to erect and cover in Two other more substantial Brick Messuages or Dwelling Houses, and to expend therein the Sum of Five thousand Pounds at the least in each such Year of the said succeeding Fifteen Years, and also on or before such Period as therein mentioned and since past to make and complete, either alone or in conjunction with the said *Jacob Connop*, the Lessee of the adjoining Premises, new Roads and Sewers, of such Widths and in such Direction and Manner, and with suitable Pavements or Footpaths thereto, as should be approved of in Writing by the Surveyor for the Time being of the said *James Weller Ladbroke* or his Assigns, or the Person or Persons for the Time being entitled to the said Hereditaments thereby agreed to be demised, in reversion expectant on the Determination of the said Term of Ninety-nine Years, and to expend in such new Roads and Sewers, and Pavements or Footpaths, the Sum of Two thousand Pounds at the least, and also that no one of the Messuages or Dwelling Houses to be built

can, 3d Feb.
1841.

built on the Ground thereby agreed to be demised should be of less Value than the Sum of Five hundred Pounds, nor should less than One Half in Number of the Messuages or Dwelling Houses which should be erected upon the said Ground under the Covenant therein-before contained, as the same should respectively from Time to Time progress, be of less Value than the Sum of One thousand Pounds each, nor should a greater Number than Two hundred and fifty Messuages or Dwelling Houses in the whole be erected upon the said Ground, Power being however by the said Contract or Agreement now in recital expressly reserved to the said *John Duncan*, his Executors, Administrators, or Assigns, in any one of the first Twenty-one Years of the said Term, to erect any of such Messuages and Tenements as were therein-before covenanted to be erected, and to expend therein any greater Amount than Five thousand Pounds, as therein-before contemplated to be expended in the particular Years therein-before specified, and in that Case it was provided that the Expenditure or Excess of Expenditure beyond what was therein-before covenanted to be expended in such specified Years should be treated and considered as Performance to the Extent of such Excess of his (the said *John Duncan's*) Covenant therein-before contained for expending Monies in building during future Years of the said Term following such Year or Years during which he should have expended a greater rateable Sum or Sums *per Annum* than he has stipulated to do by the aforesaid Covenant, (*videlicet,*) the Sum of Five thousand Pounds *per Annum*; and the said *John Duncan* also covenanted, in the said Contract or Agreement now in recital, at the Time of erecting the said Messuages or Dwelling Houses on the Premises thereby agreed to be demised, to make proper Vaults, Areas, Drains, and Sewers thereto, as regulated by the Commissioners of Sewers, and at the same Time to erect Brick Walls or Iron or Stone Fences to separate any Yards or Gardens which should be appropriated to any such Messuages or Dwelling Houses, the whole of the Buildings and Works to be executed agreeably to the following (among other) Conditions, that no external or Party Walls should be in any Part of less Thickness than Thirteen and a Half Inches, and the whole of the several Buildings and Works before mentioned, and other Erections to be made on the said Pieces or Parcels of Ground thereby agreed to be demised, to be made and executed according to such Ranges and Levels, and all the Roads to be made of such Widths and in such Directions and Manner, as should be approved in Writing by the Surveyor for the Time being of the said *James Weller Ladbroke*, or of the Person or Persons who for the Time being should be entitled as aforesaid; and by the said Contract or Agreement now in recital Provision was made for the said Pieces or Parcels of Ground thereby agreed to be demised, with the Messuages or Dwelling Houses, Erections and Buildings, to be erected and built thereon, being demised from Time to Time by One or more Lease or Leases to the said *John Duncan*, or his Nominee or Nominees; and it was also thereby agreed that the aforesaid yearly Rents agreed to be paid for the whole of the Ground thereby agreed to be demised should be apportioned and reserved in such Lease or Leases respectively in such Manner as should be to the Satisfaction of the Person or Persons granting the same, and conformably to the Provisions of the said

recited Act of Parliament; but the same Contract or Agreement contains no express Stipulation or Provision for the granting of any Lease or Leases of the Remainder of the Ground, with the Buildings thereon (if any), at the Rent of a Peppercorn, when the aforesaid yearly Rents shall have been fully reserved in previous Leases: And whereas by a Contract or Agreement, bearing Date on or about the First Day of *November* One thousand eight hundred and forty-two, and made or expressed to be made between the said *James Weller Ladbroke* of the one Part, and *Richard Roy* of *Lothbury* in the City of *London*, Gentleman, of the other Part, the said *James Weller Ladbroke*, pursuant to and in further Exercise of the Power vested in him by the said in part recited Act of Parliament, and for the Considerations in the said Contract or Agreement now in recital mentioned, did agree to let, and the said *Richard Roy* did agree to take, from the Twenty-ninth Day of *September* then last, a certain Piece or Parcel of Ground situate at *Notting Hill* aforesaid, being other Part of the Ground comprised in the said Schedule to the said in part recited Act, and being also Part of Three Fields commonly called or known by the Names of the *Ten Acre Field*, the *Twelve Acre Field*, and the *Fifteen Acre Field*, together with the Erections, Buildings, and Sheds thereon erected and built, and which said Piece or Parcel of Ground was more particularly described by a Plan or Ground Plot thereof drawn in the Margin of the said Contract or Agreement now in recital (save the Right of Way therein mentioned), the said Premises (except as aforesaid) to be let and taken for the Term of Ninety-seven Years from the Twenty-ninth Day of *September* then last, at the yearly Rent of Twenty-five Pounds for each of the First Ten Years of the said Term, and at the yearly Rent of Forty Pounds for each succeeding Year, the said Rents to be paid quarterly, as in the said Contract or Agreement now in recital mentioned; and in the said Contract or Agreement now in recital are contained (among other Covenants, Conditions, and Restrictions proper and requisite to be inserted in Building Contracts, in conformity with the Provisions of the said recited Act of Parliament,) Covenants on the Part of the said *Richard Roy* to enclose the Piece of Waste Ground containing Two Roods or thereabouts, and lying between the Sewer designated in the said Plan drawn in the Margin of the said Contract or Agreement and *Norland Lane*, and to bear all the Expences attending such Inclosure, or consequent upon the taking or keeping Possession thereof, and on or before the Twenty-ninth Day of *September* One thousand eight hundred and fifty-two to erect and cover in, on the said Piece or Parcel of Ground thereby agreed to be demised, or some Part thereof, Stables or such other Buildings as should previously to the Erection thereof be approved by the Surveyor for the Time being of the said *James Weller Ladbroke* or his Assigns, or the Person or Persons for the Time being entitled to the said Hereditaments thereby agreed to be demised, in reversion expectant on the Determination of the said Term of Ninety-seven Years, and to expend in such Buildings the Sum of Two thousand Pounds at the least, and also on or before the said Twenty-ninth Day of *September* One thousand eight hundred and fifty-two to make and complete new Roads and Sewers, of such Widths and in such Directions and Manner, and with suitable Pavements

Building Agreement between J. W. Ladbroke and Richard Roy, 1st Nov. 1842.

[Private.]

ments or Footpaths thereto, as should be approved of in Writing by the Surveyor for the Time being of the said *James Weller Ladbroke* or his Assigns, or such Person or Persons for the Time being entitled as aforesaid, and further, at the Time of erecting the several Buildings which should at any Time be erected on the Premises thereby agreed to be demised, to make proper Vaults, Areas, Drains, and Sewers thereto, as regulated by the Commissioners of Sewers, and at the same Time to erect Brick Walls or Iron or Stone Fences to separate any Yards or Gardens which should be appropriated to any of such Buildings, the whole of the Buildings and Works to be executed under the Superintendence and to the Satisfaction of the said Surveyor, and conformably to the Provisions of the Building Act, Fourteenth *George* Third, and any other Erections to be made on the said Piece or Parcel of Ground thereby agreed to be demised to be made and executed according to such Ranges and Levels, and all the Roads to be made of such Width and in such Directions and Manner, as should be approved in Writing by the said Surveyor for the Time being of the said *James Weller Ladbroke*, or of the Person or Persons who for the Time being should be entitled as aforesaid; and by the said Contract or Agreement now in recital Provision was made for the said Piece or Parcel of Ground thereby agreed to be demised, with the Buildings to be erected thereon, being demised from Time to Time by One or more Lease or Leases to the said *Richard Roy*, or his Nominee or Nominees; and it was also thereby agreed that the aforesaid yearly Rents agreed to be paid for the whole of the Ground thereby agreed to be demised should be apportioned and reserved in such Lease or Leases respectively in such Manner as should be to the Satisfaction of the Person or Persons granting the same, and conformably to the Provisions of the said recited Act of Parliament; but the same Contract or Agreement contains no express Stipulation or Provision for the granting of any Lease or Leases of the Remainder of the Ground, with the Buildings thereon (if any), at the Rent of a Peppercorn, when the aforesaid yearly Rents should have been fully reserved in previous Leases: And whereas by certain Articles of Agreement, bearing Date on or about the Sixteenth Day of *February* One thousand eight hundred and forty-four, and made or expressed to be made between the said *James Weller Ladbroke* of the First Part, the said *Robert Ladbroke* of the Second Part, and *William Henry Jenkins* of Number 43, *Lincoln's Inn Fields* in the County of *Middlesex*, Civil Engineer, of the Third Part, the said *James Weller Ladbroke*, in consideration of the Rents therein-after agreed to be paid, and of the several Covenants, Matters, and Things therein-after contained and covenanted to be performed by the said *William Henry Jenkins*, did agree to let, and the said *William Henry Jenkins* did agree to take, from the Twenty-fourth Day of *June* then next ensuing, certain Pieces or Parcels of Land respectively called *Longlands* and the *Hooks* (being other Part of the Ground comprised in the said Schedule to the said recited Act of Parliament), the same and the Abuttals and Boundaries thereof being delineated and more particularly described in the Plan or Ground Plot thereof endorsed on the Second Skin of the said Articles of Agreement now in recital, wherein the said Premises were coloured Green, the said Premises to be let and taken

Building
Agreement
between
J. W. Lad-
broke and
W. Henry
Jenkins,
16th Feb.
1844.

for the Term of Ninety-nine Years from the said Twenty-fourth Day of *June* then next, at the yearly Rent of One hundred and fifty Pounds for the First Year, Two hundred and fifty Pounds for the Second Year, Three hundred and fifty Pounds for the Third Year, Four hundred and fifty Pounds for the Fourth Year, and Five hundred and sixty Pounds for each succeeding Year of the said Term, and to be paid quarterly, in lawful *British Money* current in *England*, to the said *James Weller Ladbroke* or his Assigns, or to the Person or Persons who for the Time being should be entitled to the said Hereditaments thereby agreed to be demised, in reversion expectant on the Determination of the said Term of Ninety-nine Years, on the Twenty-fifth Day of *March*, the Twenty-fourth Day of *June*, the Twenty-ninth Day of *September*, and the Twenty-fifth Day of *December* in every Year, free from all Deductions whatsoever, the first Payment of Rent to be made on the Twenty-ninth Day of *September* then next ensuing; and the said *William Henry Jenkins*, for himself, his Heirs, Executors, Administrators, and Assigns, did by the said Articles of Agreement now in recital covenant with the said *James Weller Ladbroke* and his Assigns, and other the Person or Persons who should for the Time being be entitled to the said Hereditaments thereby agreed to be demised, in reversion expectant on the Determination of the said Term of Ninety-nine Years, that he the said *William Henry Jenkins*, his Executors, Administrators, or Assigns, would pay the said Rents at the Times and in the Proportions and in manner therein-before mentioned, and also during the Continuance of the said Term pay all future Land Tax (if any), the Land Tax theretofore payable in respect of the said Premises having been redeemed, and the Sewers Rates, and all other present or future Taxes, Charges, Assessments, and Impositions whatsoever, parliamentary, parochial, or otherwise, upon or in respect of the said Premises thereby agreed to be demised (except only the Landlord's Property or Income Tax); and the said *William Henry Jenkins*, for himself, his Heirs, Executors, and Administrators, did thereby further covenant with the said *James Weller Ladbroke* and his Assigns, and such Person or Persons as aforesaid, that he the said *William Henry Jenkins*, his Executors, Administrators, or Assigns, would, within Twelve Years from the passing of an Act of Parliament then intended to be applied for (meaning thereby this present Act), at his and their own proper Costs and Charges, set out and also make and complete upon the said Premises by the said Articles of Agreement now in recital agreed to be demised, or upon Part thereof, and in a good and substantial Manner in every respect, and with good, proper, and suitable Materials, new Roads, with proper Footpaths thereto, of such Form and Width and in such Directions and Manner in all respects as the said *William Henry Jenkins*, his Executors, Administrators, or Assigns, should in his or their Discretion deem necessary or advisable, but so nevertheless that convenient Accesses were thereby formed to the Messuages or Dwelling Houses therein-after covenanted to be built, and that no such Road was made of a less Width than Thirty-five Feet inclusive of Footpaths, and also that he the said *William Henry Jenkins*, his Executors, Administrators, or Assigns, would, within Twelve Years from the passing of the said Act of Parliament then intended to be applied for (meaning thereby this present Act),

build

build and cover in, on the said Pieces or Parcels of Ground by the said Articles of Agreement now in recital agreed to be demised, or some Part thereof, good and substantial Brick Messuages or Dwelling Houses, to the Number of Eighty at the least, with good and substantial Materials and Workmanship of all Sorts, and that no one of the Messuages or Dwelling Houses thereby covenanted to be built on the Ground thereby agreed to be demised should be of less Value than the Sum of Five hundred Pounds, and further that he the said *William Henry Jenkins*, his Executors, Administrators, or Assigns, would, at the Time of erecting the said Messuages or Dwelling Houses, make proper Sewers and Drains thereto, as regulated by the Commissioners of Sewers, and would erect Brick or Stone Walls or Iron Fences to separate any Yards or Gardens which should be appropriated to any such Messuages or Dwelling Houses, and would, in part performance of that present Covenant and of the Covenants therein-before contained in regard to the making of such new Roads, and to the building of such Messuages or Dwelling Houses respectively as aforesaid, lay out and expend in such Roads, Sewers, Messuages or Dwelling Houses, and Fences, within Five Years from the passing of the said Act of Parliament then intended to be applied for (meaning thereby this present Act), a Sum in the whole of not less than Ten thousand Pounds at the least, the whole of the Buildings and Works to be executed with Walls built with sound Bricks, the Timber to be from the *Baltic*, the Gutters and Flats with Seven Pound Lead, the Roofs to be covered with Slates, and to be built conformably to the Provisions of the Building Act of Fourteenth *George* Third, or any future Building Act that might be substituted, and further that the said *James Weller Ladbroke*, and such Person or Persons as aforesaid, and his and their Surveyor for the Time being, with or without Workmen, should have at all reasonable Times full Liberty to enter upon the said Premises thereby agreed to be demised to view and survey the Buildings to be at any Time erected thereon, and the Materials to be therein used, the said Surveyor to be paid by the said *William Henry Jenkins*, in respect of each of such Eighty Messuages or Buildings, and of any other Messuages or Buildings of which a Lease should be required, until a Surveyor should be appointed for the District or Parish within which the Premises thereby agreed to be demised were situate, but not longer, the like Fees as were made payable to the District Surveyors under the Building Act of Fourteenth Year of the Reign of His Majesty King *George* the Third, and after a Surveyor should have been appointed for the said District then One Half of the said Fees; and in consideration of the Premises the said *James Weller Ladbroke* (with the Consent and Approbation of the said *Robert Ladbroke*, testified by his being a Party to and sealing and delivering the Articles of Agreement now in recital,) did thereby, for himself, his Heirs, Executors, and Administrators, covenant with the said *William Henry Jenkins*, his Executors, Administrators, and Assigns, that when and as any of the Messuages or Dwelling Houses, Erections and Buildings, therein-before covenanted to be built, should be built and covered in, and the Sewers, Drains, Walls, and Fences should be completed, with Roads forming convenient Accesses thereto respectively as aforesaid, (the same, if required, to be certified by the Surveyor

Surveyor of the said *James Weller Ladbroke*, or other the Person or Persons for the Time being entitled to the Reversion of the said Premises, expectant on the Determination of the said Term of Ninety-nine Years, as having been done in conformity with the said Articles of Agreement now in recital as aforesaid,) he the said *James Weller Ladbroke*, or other the Person or Persons for the Time being entitled to an Estate of Freehold or Inheritance in possession of and in the Pieces or Parcels of Ground, and other Premises thereby agreed to be demised, would, at the Request and Expence of the said *William Henry Jenkins*, his Executors, Administrators, or Assigns, execute and grant to him or them, or to other the Nominee or Nominees of the said *William Henry Jenkins*, his Executors, Administrators, or Assigns, as he or they should direct, One or more Lease or Leases of such Part or Parts of the said Pieces or Parcels of Ground and other Premises thereby agreed to be demised and therein-before described, upon which such Messuage or Dwelling House, Messuages or Dwelling Houses as aforesaid should be built and covered in, together with the Land or Ground attached thereto, for the Use and Convenience thereof, and all Erections and Buildings thereon, and the Appurtenances thereto respectively, and which Lease or Leases the said *William Henry Jenkins*, for himself, his Executors, Administrators, or Assigns, Nominee or Nominees, thereby agreed to accept and take, the same being prepared by the Solicitor of the Person or Persons granting the same, and a Counterpart or Counterparts thereof to be executed by the respective Lessee or Lessees at his or their Expence, and such Counterpart or Counterparts to be delivered to the Person or Persons granting such Lease or Leases respectively as aforesaid, on the Receipt of such Lease or Leases respectively; and it was by the said Articles of Agreement now in recital covenanted and agreed by and between the said Parties thereto that the aforesaid yearly Rents agreed to be paid for the whole of the Ground thereby agreed to be demised should be apportioned and reserved in such Lease or Leases respectively in such Manner as the said *William Henry Jenkins*, his Executors, Administrators, or Assigns, should require, but so nevertheless that no one of the said apportioned Rents should be less than Two Pounds a Year, nor exceed One Fifth Part of the clear yearly Rack Rent or Value of the Land and Buildings by each such Lease demised, computing such Rack Rent or Value according to the Value of which the Buildings would be when finished, fit for Habitation; and the said *William Henry Jenkins*, by way of personal Covenant only, and not further or otherwise, and not so as to affect the Validity of any Lease or Leases which might be granted as aforesaid in case of any Breach or Non-observance of that present Covenant, or to bind any Nominee or Nominees, Lessee or Lessees, notwithstanding he or they might have Notice of any such Breach or Non-observance, did thereby, for himself, his Heirs, Executors, and Administrators, covenant and agree with the said *James Weller Ladbroke* and his Assigns, and other the Person or Persons for the Time being entitled as aforesaid, that the aggregate Amount of the Rents to be reserved or made payable in respect of the first Sixteen, and of the Second, Third, and each succeeding Number of Sixteen, which should be built and covered in, of the Messuages or

[Private.]

Dwelling Houses thereby covenanted to be erected and built as aforesaid, should not be less than One equal Fifth Part of the said ultimate Rent of Five hundred and sixty Pounds, and in ascertaining such aggregate Amount, in case Two or more of the Messuages or Dwelling Houses thereby covenanted to be erected and built should have been comprised in any One Lease at an entire Rent, such Rent should (if Occasion required) be considered as equally apportioned on all such of the Messuages or Dwelling Houses by the said Articles of Agreement now in recital covenanted to be erected and built as should have been originally comprised therein; and it was thereby also further agreed between and by the said Parties thereto that if by granting Leases at apportioned Parts of the said ultimate Rent of Five hundred and sixty Pounds a larger Amount in the whole should be reserved in the Leases to be granted as aforesaid during the first Four Years of the Term thereby agreed to be granted, or during any or either of the said first Four Years than is therein-before covenanted to be paid during the said first Four Years, or either of them, then that the said *James Weller Ladbroke*, or other the Person or Persons for the Time being entitled as aforesaid, would, at the End of every Year in which the Rents payable under the Leases which might have been granted as aforesaid should in the whole exceed the Rent therein-before covenanted to be paid for the then preceding Year, allow or pay to the said *William Henry Jenkins*, his Executors, Administrators, or Assigns, the Difference in Amount between the Rents which should be payable for the said preceding Year under such Leases as aforesaid and the Amount of the Rent therein-before covenanted to be paid for the said preceding Year; and it was by the said Articles of Agreement now in recital further agreed that the said *William Henry Jenkins*, his Executors, Administrators, and Assigns, should be entitled, after the whole of the Messuages or Dwelling Houses thereby covenanted to be erected and built should have been demised by Leases, and the whole of the Rent reserved by the said Articles of Agreement now in recital should have been secured by such Leases, to have demised to him and them for the then Residue of the said Term of Ninety-nine Years, by One or more Lease or Leases at a Peppercorn Rent, such Part or Parts of the said Pieces or Parcels of Ground and Premises thereby agreed to be demised as should not have been comprised in any Leases which should have been thereof granted as aforesaid, together with the Messuages or Dwelling Houses, Erections and Buildings, (if any,) then standing thereon, he the said *William Henry Jenkins*, his Executors, Administrators, or Assigns, executing a Counterpart or Counterparts of such Lease or Leases, and paying the Expences of such Lease or Leases and Counterpart or Counterparts which should be prepared by the Solicitor of the Person or Persons granting the same, and further that after the whole of the Messuages or Dwelling Houses therein-before covenanted to be erected and built should have been duly erected and built, in pursuance of the Covenant in that Behalf therein-before contained, and the whole of the Rent thereby agreed to be paid should be reserved as aforesaid, it should be lawful for the said *William Henry Jenkins*, his Executors, Administrators, or Assigns, at any Time or Times during the Continuance of the Term to be granted by such Lease or Leases at a Peppercorn Rent,

to erect and build, upon the Land to be comprised in such last mentioned Lease or Leases, or upon some Part or Parts thereof, any additional Number of Messuages or Dwelling Houses, Erections and Buildings, he or they might think proper, provided the same were built with good and substantial Materials and Workmanship of all Sorts, agreeably to the Specification contained in the said Articles of Agreement, and provided no such additional Messuage or Dwelling House were of less Value than the Sum of Three hundred Pounds; and by the said Articles of Agreement now in recital it was further agreed that every Lease to be granted in pursuance thereof, except the Lease or Leases to be granted at a Peppercorn as aforesaid, should contain the following Covenants on the Part of the Lessee or Lessees; first, to pay the Rent or Rents to be reserved by such Lease; secondly, to pay all future Land Tax (if any), and the Sewers Rates, and all other Taxes, Charges, Assessments, and Impositions whatsoever, present and future, affecting the Premises (except as aforesaid); thirdly, before the Expiration of Twelve Calendar Months from the Date of such Lease, to complete and finish in a good, substantial, and workmanlike Manner the Messuage or Messuages and other Buildings to be comprised in such Lease, fit for Habitation and Use, with all usual, proper, and necessary Fixtures and Fastenings to the same, to the Satisfaction of the said Surveyor for the Time being (if the same should not be completed at the Time of granting the said Lease); fourthly, to keep in repair, maintain, pave, cleanse, and keep the said Premises to be so demised, with the Appurtenances, with all necessary Reparations, Cleansings, and Amendments whatsoever, as often as Need should require, and paint all the outside Wood and Iron Work belonging to the same Premises in every Fourth Year with Two Coats of Paint, mixed in good Oil of the usual Colours, and also to surrender up and leave the said Premises, at the End or sooner Determination of the said Term of Ninety-nine Years, in good and substantial Repair, with all Additions, Marble and other Chimney Pieces, Fixtures, and other Things which at any Time during the last Seven Years of the said Term of Ninety-nine Years should be in anywise fixed or fastened to the said Premises to be demised whole, safe, undefaced, and fit for Use; fifthly, to repair and keep in repair, at his and their own Costs and Charges, so much of each and every Footpath to be formed and made upon the said Premises thereby agreed to be demised as should run along and immediately adjoin the Premises comprised in such Lease, or any Part thereof, and also so much and such Part of every Road or Roadway adjoining such Footpath as should be between such Footpath and a Line to be drawn or considered as drawn along the Middle of such Road; except where such Road was the Carriageway of a Square, Crescent, or Circus having a Garden or enclosed Space of Ground within the Centre thereof, in which Case the Portion of the Road or Carriageway in front of the said Houses to be kept in repair by the Lessee or Lessees should extend from the Footpath to the Railing or other Fence of the said Garden or other Space of Ground, and also should and would generally bear and pay such Proportion of the Expence of the Repairs of the several Roads to be formed and made upon the said Premises by the said Articles of Agreement now in recital agreed to be demised, or any Part or Parts thereof, as should be

said, the yearly Rents therein-before agreed to be paid, or such remaining apportioned Part thereof as should not for the Time being have been actually reserved by such Lease or Leases as aforesaid, or any Part thereof respectively, should be in arrear and unpaid by the Space of Forty Days next after any of the Days or Times on which the same ought to be paid as aforesaid, or if the said *William Henry Jenkins* should not build upon the said Ground thereby agreed to be demised in manner aforesaid, and should not well and truly perform, fulfil, and keep all and singular the Covenants, Articles, Matters, and Things therein-before contained, on his Part and Behalf to be performed, fulfilled, and kept according to the true Intent and Meaning of the said Articles of Agreement now in recital, then and in any or either of the said Cases it should be lawful for the said *James Weller Ladbroke*, or other the Person or Persons who for the Time being should be entitled as aforesaid, at any Time or Times thereafter, into and upon the said Premises, or so much thereof as should not for the Time being have been actually demised by the Lease or Leases so to be granted as aforesaid, or as should not be built upon in the Manner therein-before stipulated, or into and upon any Part thereof in the Name of the whole wholly to re-enter, except as to so much thereof as should be then actually demised, or as should be built upon as aforesaid; and in the said Articles of Agreement now in recital there is likewise contained a Proviso for absolutely defeating and avoiding the same Articles of Agreement in the event of an Act of Parliament for confirming the same, and for enabling the said *James Weller Ladbroke*, and other the Person or Persons for the Time being entitled as aforesaid, to grant the several Leases thereby agreed to be granted; not being obtained during the present Session of Parliament: And whereas the Terms contained in the herein-before recited Articles of Agreement of the Sixteenth Day of *February* One thousand eight hundred and forty-four differ from the Terms upon which the said *James Weller Ladbroke* is, by the herein-before recited Act of Parliament, authorized to enter into a Contract for granting and to grant Leases; but inasmuch as the Terms upon which the said *James Weller Ladbroke* hath, by the said recited Articles of Agreement of the Sixteenth Day of *February* One thousand eight hundred and forty-four, contracted to make or grant Leases are highly advantageous and beneficial to the said *James Weller Ladbroke*, and all other Persons entitled or to become entitled under the Limitations contained in the said Will of the said *Richard Ladbroke*, it is desirable that the said last-mentioned Articles of Agreement should be carried into effect, and that the said *James Weller Ladbroke*, and after his Death the Person or Persons for the Time being entitled under the Limitations contained in the said Will of the said *Richard Ladbroke* to the said Pieces or Parcels of Land, Hereditaments, and Premises by the same Articles of Agreement agreed to be demised, or the Guardian or Guardians of such Person or Persons during his or their respective Minorities, should be authorized and empowered to make or grant Leases upon the Terms in the said last-mentioned Articles of Agreement contained: And whereas the said *James Weller Ladbroke* has executed various Mortgages and Charges on the Land or Ground mentioned and comprised in the said Schedule to the said in part recited Act of Parliament since the said Act

Mortgage by
J. W. Lad-
broke,
9th July
1821.

was passed; and by Indenture, bearing Date the Ninth *July* One thousand eight hundred and twenty-one, and made or expressed to be made between the said *James Weller Ladbroke* of the one Part, and *Ann Smith* of *Sandford Place, Stoke Newington*, in the County of *Middlesex*, Spinster, of the other Part, after several Recitals therein contained, whereby it appeared (amongst other things) that the said *James Weller Ladbroke* had paid the Costs and Expences of obtaining the said recited Act, and that the same amounted to the Sum of Six hundred and fifty-three Pounds Twelve Shillings and Nine-pence, in consideration of the Sum of Six hundred Pounds to the said *James Weller Ladbroke* paid by the said *Ann Smith*, all the Hereditaments mentioned and described in the said Schedule to the said Act, with the Exception of the Piece of Ground called "*The Cock Pits*," were, in exercise of the Power limited to him by the said Act, demised by the said *James Weller Ladbroke* unto the said *Ann Smith*, to hold to her, her Executors, Administrators, and Assigns, for the Term of Five hundred Years, to be computed from the Day of the Date of the Indenture now in recital, (subject nevertheless and without Prejudice to any Lease or Leases, or Contract or Contracts for any Lease or Leases,) for securing the Payment by the said *James Weller Ladbroke*, his Heirs, Executors, Administrators, or Assigns, or the Person or Persons who for the Time being should be entitled in possession to the said Hereditaments under the said recited Will of the said *Richard Ladbroke*, to the said *Ann Smith*, her Executors, Administrators, or Assigns, of the Principal Sum of Six hundred Pounds, with Interest for the same after the Rate, at the Time, and in the Manner in the same Indenture mentioned: And whereas the said *Ann Smith* departed this Life on or about the Thirty-first Day of *December* One thousand eight hundred and twenty-five, having by her Will, bearing Date on or about the Twenty-sixth Day of *May* One thousand eight hundred and twenty-four, (after thereby giving various specific and pecuniary Legacies) bequeathed all the Residue of her Property unto her Two Brothers, *Richard Smith* and *Charles Smith*, equally to be divided between them; and the said Will was on or about the Eleventh Day of *January* One thousand eight hundred and twenty-six duly proved by the said *Richard Smith* and *Charles Smith*, the Executors in the said Will named, in the Prerogative Court of the Archbishop of *Canterbury*: And whereas by virtue of the said Will of the said *Ann Smith*, and of an Indenture, bearing Date on or about the Seventh Day of *February* One thousand eight hundred and twenty-six (endorsed on the said recited Indenture of the Ninth Day of *July* One thousand eight hundred and twenty-one), and made or expressed to be made between the said *Richard Smith* (therein described of *Basinghall Street, London*, Gentleman,) of the one Part, and the said *Charles Smith* (therein described as of *Sanford Place, Stoke Newington*, in the County of *Middlesex*, Coal Merchant,) of the other Part, and of the Assignment and Release from the said *Richard Smith* in the said Indenture of the Seventh Day of *February* One thousand eight hundred and twenty-six contained, the said Principal Money of Six hundred Pounds, and Interest, and the Securities for the same, by virtue of the said recited Indenture of the Ninth Day of *July* One thousand eight hundred and twenty-one, became wholly and

Mortgage by
J. W. Ladbroke,
24th July
1821.

and solely vested in the said *Charles Smith*: And whereas by an Indenture, bearing Date on or about the Twenty-fourth Day of *July* One thousand eight hundred and twenty-one, and made or expressed to be made between the said *James Weller Ladbroke* and *Caroline* his Wife of the one Part, and the said *Richard Smith* of the other Part, the said *James Weller Ladbroke* demised to the said *Richard Smith* by way of Mortgage the said Hereditaments mentioned and described in the said Schedule to the said recited Act, except the said Land called *Cock Pits*, to hold the same unto the said *Richard Smith*, his Executors, Administrators, and Assigns, for the Term of Ninety-nine Years, commencing from the Day next before the Day of the Date of the said Indenture now in recital (if the said *James Weller Ladbroke* should so long live), for securing the Payment by the said *James Weller Ladbroke* to the said *Richard Smith* of Two Sums of Five hundred Pounds and One thousand one hundred and seventy-nine Pounds Six Shillings and Ten-pence, with Interest thereon after the Rate, at the Time, and in manner in the said Indenture now in recital expressed: And whereas

Further
Charge by
J. W. Ladbroke in
favour of
Richard
Smith,
24th Jan.
1821.

by an Indenture, bearing Date on or about the Twenty-fourth *January* One thousand eight hundred and twenty-four, endorsed on the said recited Indenture of the Twenty-fourth Day of *July* One thousand eight hundred and twenty-one, and made or expressed to be made between the said *James Weller Ladbroke* of the one Part, and the said *Richard Smith* of the other Part, the said Hereditaments by the said last-mentioned Indenture demised, with the Appurtenances, were by the said *James Weller Ladbroke* charged with and made a Security to the said *Richard Smith*, his Executors, Administrators, and Assigns, for the Payment of the Sum of Three hundred and twenty Pounds Thirteen Shillings and Two-pence, and Interest for the same after the Rate, at the Time, and in manner in the said Indenture now in recital mentioned, in addition to the said Two Sums and Interest secured by the said recited Indenture of the Twenty-fourth Day of *July* One thousand eight hundred and twenty-one:

Mortgage by
J. W. Ladbroke to
R. Nicholl,
16th March
1824.

And whereas by an Indenture, bearing Date on or about the Sixteenth Day of *March* One thousand eight hundred and twenty-four, and made or expressed to be made between the said *James Weller Ladbroke* of the one Part, and *Richard Nicholl* then of *Greenhill Grove* near *Barnet* in the County of *Herts*, Esquire, but since deceased, of the other Part, the said *James Weller Ladbroke* demised to the said *Richard Nicholl* by way of Mortgage the said Pieces or Parcels of Land called respectively *Longlands* and the *Hooks*, mentioned and described in the Schedule to the said recited Act, with their Appurtenances, to hold the same unto the said *Richard Nicholl*, his Executors, Administrators, and Assigns, for the Term of One hundred Years, commencing from the Day next before the Day of the Date of the said Indenture now in recital (if the said *James Weller Ladbroke* should so long live), for securing Payment, by the said *James Weller Ladbroke*, to the said *Richard Nicholl*, his Executors, Administrators, or Assigns, of the Sum of One thousand Pounds, with Interest for the same after the Rate, at the Time, and in manner in the same Indenture mentioned: And whereas the said *Richard Nicholl* departed this Life on or about the Twenty-second Day of *October* One thousand eight hundred and thirty-nine, having

by

by his Will, bearing Date on or about the Ninth Day of *February* One thousand eight hundred and thirty-six, and a Codicil thereto, which Codicil bears Date on or about the Eighteenth Day of *July* One thousand eight hundred and thirty-eight, appointed his Wife *Anne Nicholl*, and his Sons *John Richard Nicholl* and *Harry Nicholl*, and *Robert Riddell Bayley* of *Basinghall Street* aforesaid, Gentleman, and *John Taylor* of *Gray's Inn* in the County of *Middlesex*, Gentleman, Executors thereof; and the said Will and Codicil, with several other Codicils thereto which did not alter the Appointment of his said Executors, were proved on the Thirtieth Day of *November* One thousand eight hundred and thirty-nine in the Prerogative Court of the Archbishop of *Canterbury* by the said *John Richard Nicholl* and *Harry Nicholl* alone (the usual Power being reserved to the said *Anne Nicholl* to prove the same), and the said *Robert Riddell Bayley* and *John Taylor* having previously renounced the Executorship, and the said Mortgage Debt of One thousand Pounds and Security became therefore fully vested in the said *Anne Nicholl*, *John Richard Nicholl*, and *Harry Nicholl*, as such Executrix and Executors as aforesaid: And whereas by an Indenture, bearing Date on or about the Twenty-sixth Day of *January* One thousand eight hundred and twenty-five, and made or expressed to be made between the said *James Weller Ladbroke* of the one Part, and *George Harrison* then of *Wandsworth* in the County of *Surrey*, Esquire, but now deceased, of the other Part, the said *James Weller Ladbroke* demised to the said *George Harrison* by way of Mortgage the said Pieces or Parcels of Land called *Longlands* and the *Hooks*, and also a Piece or Parcel of Land called *Academy Field*, respectively mentioned and described in the said Schedule to the said recited Act, with their Appurtenances, to hold the same unto the said *George Harrison*, his Executors, Administrators, and Assigns, for the Term of One hundred Years, commencing from the Day next before the Day of the Date of the said Indenture now in recital (if the said *James Weller Ladbroke* should so long live), for securing the Payment by the said *James Weller Ladbroke* to the said *George Harrison*, his Executors, Administrators, or Assigns, of the Sum of One thousand five hundred Pounds, with Interest for the same after the Rate, at the Time, and in the Manner in the same Indenture mentioned: And whereas the said *George Harrison* departed this Life on or about the Sixth Day of *March* One thousand eight hundred and twenty-seven, having by his Will, bearing Date on or about the Twenty-seventh Day of *April* One thousand eight hundred and twenty-four, bequeathed (subject to the Legacy of Two hundred Pounds, and an Annuity of Fifty Pounds, which he gave to the Persons in the said Will named; and to the Payment of his Debts and Funeral and Testamentary Expences,) all his Estate, both Real and Personal; to his Daughter *Lydia Harrison* and his Son *George Harrison* equally, and having by his Will also appointed them Executrix and Executor thereof, and on or about the Second Day of *April* One thousand eight hundred and twenty-seven the said Will, together with Two Codicils (by one of which the said Testator devised his Estate in *Pennsylvania* to his said Son, and by the other of which Codicils the said Testator gave an Annuity to his Servant), were duly proved by the said *Lydia Harrison* and *George Harrison* the Son in the Prerogative Court of the Archbishop of

Mortgage by
J. W. Ladbroke to
George Harrison,
26th Jan.
1825.

[Private.]

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Canterbury,

Mortgage by
J. W. Ladbroke to
Elizabeth
Bayley,
28th April
1838.

Canterbury, and the said Mortgage Debt of One thousand five hundred Pounds and Security became therefore fully vested in the said *Lydia Harrison* and *George Harrison* the Son as such Executrix and Executor as aforesaid: And whereas by an Indenture, bearing Date on or about the Twenty-eighth Day of *April* One thousand eight hundred and thirty-eight, and made or expressed to be made between the said *James Weller Ladbroke* of the one Part, and *Elizabeth Bayley* of *Hastings* in the County of *Sussex*, Spinster, of the other Part, the said *James Weller Ladbroke* demised to the said *Elizabeth Bayley* by way of Mortgage all the Hereditaments mentioned in the said Schedule to the said recited Act (except certain specified Parts thereof), to hold the same unto the said *Elizabeth Bayley*, her Executors, Administrators, and Assigns, for the Term of One hundred and one Years, commencing from the Day next before the Day of the Date of the said Indenture now in recital (if the said *James Weller Ladbroke* should so long live), and subject to the several herein-before recited Mortgages, for securing the Payment by the said *James Weller Ladbroke* to the said *Elizabeth Bayley*, her Executors, Administrators, or Assigns, of the Sum of Seven hundred Pounds, with Interest for the same after the Rate, at the Time, and in the Manner in the same Indenture mentioned: And whereas by an Indenture, bearing Date on or about the First Day of *May* One thousand eight hundred and forty-three, and made or expressed to be made between the said *James Weller Ladbroke* of the one Part, and *Thomas Allason* of *Connaught Square* in the County of *Middlesex*, Architect and Surveyor, of the other Part, the said *James Weller Ladbroke* demised to the said *Thomas Allason* by way of Mortgage all the said Hereditaments mentioned and described in the said Schedule to the said recited Act (except certain particular Parts thereof), to hold the same unto the said *Thomas Allason*, his Executors, Administrators, and Assigns, for the Term of One hundred and one Years, commencing from the Day next before the Day of the Date of the Indenture now in recital (if the said *James Weller Ladbroke* should so long live), and subject to the said several Mortgages and Charges herein-before recited, for securing the Payment by the said *James Weller Ladbroke* to the said *Thomas Allason*, his Executors, Administrators, or Assigns, of the Sum of Six hundred Pounds, with Interest for the same after the Rate, at the Time, and in manner in the same Indenture mentioned: And whereas the several Sums respectively secured by the herein-before recited Indentures of the Ninth Day of *July* One thousand eight hundred and twenty-one, the Twenty-fourth Day of *July* One thousand eight hundred and twenty-one, the Twenty-fourth Day of *January* One thousand eight hundred and twenty-four, the Sixteenth Day of *March* One thousand eight hundred and twenty-four, the Twenty-sixth Day of *January* One thousand eight hundred and twenty-five, the Twenty-eighth Day of *April* One thousand eight hundred and thirty-eight, and the First Day of *May* One thousand eight hundred and forty-three, still remain due and owing upon or by virtue of the said several Mortgage Securities: And whereas several Leases have been granted of Portions of the Land comprised in the Schedule to the said recited Act, and the Leases which may be granted of the remaining Portions thereof, and the Leases which may be granted of the Pieces or Parcels of Land

respectively comprised in and by the said recited Articles of Agreement of the Sixteenth Day of *February* One thousand eight hundred and forty-four, agreed to be let as aforesaid, (supposing such last-mentioned Articles of Agreement to be established and confirmed,) or some or one of such several Leases, are or is or may be exposed to Doubts from the Difficulty imposed on the respective Lessees, and the Persons claiming under them respectively, to give Evidence that all the Stipulations of the respective Contracts or Agreements which preceded such Leases respectively were duly observed, and that such Leases were in all respects conformable to the respective Contracts or Agreements under which such Leases respectively have been or may be granted; and the said Four several recited Contracts or Agreements of the Second and Fifth Days of *October* One thousand eight hundred and forty, the Third Day of *February* One thousand eight hundred and forty-one, and the First Day of *November* One thousand eight hundred and forty-two, and the Leases which have been so granted or may be granted as aforesaid, or some of them, are or may be also exposed to Doubts by reason of the Rents thereby respectively reserved being progressive or increasing in Amount during some of the several first Two or more Years of the Terms thereby respectively granted or agreed to be granted, and it is expedient that the Persons who have accepted or who may accept Leases, and the several Persons claiming or to claim in respect of the said several recited Contracts or Agreements respectively, should be relieved from the Inconvenience to which they are or may be exposed by reason of such several above-mentioned Doubts or any of them: And whereas the said Estate will be much improved in Value and otherwise by having a Church or Churches established thereon, and it is on that Account highly desirable that the Sale and Appropriation of Land for that Purpose should be authorized, and as regards the Freehold Interest rendered indefeasible by any Male Issue of the said *James Weller Ladbroke*: And whereas some of the Persons who have entered into Contracts or Agreements under the Authority of the said recited Act with the said *James Weller Ladbroke* as aforesaid, as well as some of the several Persons who have become or who may become Lessees under the same respective Contracts, from Bankruptcy or Insolvency or other Cause may become incapable of performing the said Contracts or Agreements respectively, or the Portions thereof respectively remaining to be performed, or may become incapable of observing and performing the Covenants or Agreements contained or to be contained in such Lease or Leases respectively on the Part of the Lessee or respective Lessees, or may be desirous from any other Reason of surrendering their existing Leases or Contracts, or any Part thereof, for the Time being, to the said *James Weller Ladbroke*, or other the Person or Persons for the Time being entitled to grant Leases under the said recited Act and this Act, with a view to obtaining new Leases or Contracts, or for some other Purpose, and it may be expedient and beneficial to the said *James Weller Ladbroke*, and the Person or Persons for the Time being entitled to grant Leases under the said recited Act of Parliament, that they should be empowered, in all Cases where it may seem to them fit and proper, to accept Surrenders of all or any Part of the Ground comprised in such Contracts or Agreements respectively;

whether

whether the same shall have been then actually demised or not, with the Messuages and Buildings (if any) standing thereon, so as to release the Person or Persons who have entered into the same Contracts or Agreements respectively, or who may have accepted Leases, from the Performance of all or some Parts of the same Contracts or Agreements, or the Covenants contained in such Leases, and also to accept a Surrender or Surrenders of any Lease or Leases which have been or may be granted as aforesaid: And whereas it is just and expedient and would be of advantage that a Power should be given to the said *James Weller Ladbroke*, and the Person or Persons for the Time being entitled to grant Leases under the said recited Act of Parliament and this Act, to grant new Leases, or to make and give Confirmations for the Benefit of Lessees, their Executors, Administrators, and Assigns, whose Titles shall be exposed to Difficulties by reason of their Leases being or having become voidable on account of some Error or Informality in exercising the Power of leasing or making Contracts, or from any other Cause, and also to grant new Leases, or to enter into new Contracts or Agreements for granting new Leases, to the Person or Persons making Surrenders as aforesaid, or to any other Person or Persons, of all or any Part of the Land comprised in such Surrenders, with the Messuages and Buildings (if any) standing thereon: And whereas it is desirable and would be beneficial to all Parties that the said *James Weller Ladbroke*, and other the Person or Persons for the Time being entitled to grant Leases under the said recited Act, should be enabled to authorize the Erection of a greater Number of Messuages or Dwelling Houses upon the Pieces or Parcels of Ground by the said recited Contracts or Agreements of the Second and Fifth Days of *October* One thousand eight hundred and forty, and the Third Day of *February* One thousand eight hundred and forty-one respectively, agreed to be let as aforesaid, than are authorized by the Terms of the same Contracts or Agreements respectively, and without reference to the Quantity of Land to be appropriated to such several Messuages or Dwelling Houses, and generally to authorize Deviations from the Terms of Contracts or Leases, and dispense with the Restrictions of particular Covenants when they may think it advisable, and also that the said *James Weller Ladbroke*, and other the Person or Persons entitled as aforesaid, should be expressly authorized and empowered, when the whole of the respective Rents agreed to be reserved by the said Contracts or Agreements of the Second and Fifth Days of *October* One thousand eight hundred and forty, the Third Day of *February* One thousand eight hundred and forty-one, and the First Day of *November* One thousand eight hundred and forty-two respectively, should have been reserved by Leases, to grant a Lease or Leases of the Residue, if any, then remaining unlet of the Pieces or Parcels of Ground comprised in the same Four several Contracts or Agreements respectively, with the Buildings thereon respectively (if any), at the yearly Rent of a Peppercorn: And whereas it is just and desirable that Persons who may become Lessees at a Peppercorn Rent or Rents of any Ground, Buildings, or other Premises from the said *James Weller Ladbroke*, or other the Person or Persons entitled to grant Leases as aforesaid, should be enabled to underlet the same in Lots or Parcels without the Underlessees thereof being exposed to Difficulties in respect of their Titles

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in consequence of the Power of Re-entry to be contained in the Lease or Leases to be so granted at a Peppercorn Rent or Rents by the said *James Weller Ladbroke*, or other the Person or Persons as aforesaid, extending over all the Ground to be therein respectively comprised: And whereas it is also just and desirable that after the granting of a Lease under any of the said recited Contracts or Agreements at an apportioned Rent the Remainder of the Ground comprised in such Contract, and not demised by any Lease or Leases pursuant to the said Contracts or Agreements, and for the Time being continuing unlet, should be wholly exonerated from such apportioned Rent, and be liable only to the remaining Portion of the Rent or Rents under the Contract for the Time being reserved: And whereas it would tend to the Improvement of the said devised Estate, and be for the Interest of all Parties, if some definite and certain Rules and Regulations were prescribed as regards the Formation, Repair, and Maintenance of the Roads and Pavements or Footpaths to be formed, in pursuance of the Stipulations in that Behalf of the said herein-before recited Articles of Agreement of the Sixteenth Day of *February* One thousand eight hundred and forty-four, for the Purposes of and in connexion with the said Pieces or Parcels of Land therein comprised, and the Messuages or Dwelling Houses and Buildings to be erected thereon: And whereas it would also tend to the Improvement of the said Estate, and be for the Interest of all Parties, if (subject nevertheless as to the said Pieces or Parcels of Land and Hereditaments by the said recited Articles of Agreement of the Sixteenth Day of *February* One thousand eight hundred and forty-four agreed to be demised to the same Articles of Agreement, and the Rights and Interests of the said *William Henry Jenkins*, his Executors, Administrators, and Assigns, Nominee or Nominees, under the said last-mentioned Articles of Agreement and this Act,) the said *James Weller Ladbroke*, and other the Person or Persons entitled to grant Leases as aforesaid, were enabled, with a view to the better Communication between the said Estate and adjoining Lands, to grant to Proprietors of such adjoining Lands Rights of User of the Roads already made or to be made upon the said Estate, in exchange for similar Rights granted or secured by such Proprietors over their own Lands, or the Roads made or to be made thereon, or, if such Course should seem to the said *James Weller Ladbroke*, or other the Person or Persons entitled as aforesaid, at any Time advisable, if they were enabled to dedicate all or any of such Roads upon the said Estate, either wholly or partially, to the public Use, in such Manner and upon such Terms as they may think expedient: And whereas it would be highly beneficial and tend to the early and great Improvement of the said devised Estate, and promote the Interest of all Persons beneficially entitled under the said recited Contracts or Agreements, and the Leases granted or to be granted as aforesaid, that the several Doubts and Difficulties herein-before mentioned or referred to in regard to the same should be removed, and that the Power of granting Leases under the said recited Act should be altered and extended, and that a Power should be given for accepting such Surrenders and executing such Releases, as well as the other additional Powers herein-before mentioned or referred to in regard to the said Estate: And whereas the Objects and Purposes herein-before mentioned

[*Private.*]

The Building Agreements of Oct. 1840, Feb. 1841, and Nov. 1842 confirmed.

cannot be accomplished without the Aid and Authority of Parliament; and it is expedient that the same should be accomplished in manner herein-after provided, and that this Act should contain the several Powers, Provisoos, and Enactments herein-after contained: Therefore Your Majesty's most dutiful and loyal Subject, *James Weller Ladbroke*, 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 after the passing of this Act the said several Contracts or Agreements of the Second and Fifth Days of *October* One thousand eight hundred and forty, the Third Day of *February* One thousand eight hundred and forty-one, and the First Day of *November* One thousand eight hundred and forty-two, shall be and the same are hereby respectively confirmed as against all Persons to whom any Estate or Interest may be devised, descend, or devolve under and by virtue of the Will of the said *Richard Ladbroke*, and the same and every of them shall be and be considered as perfectly good, valid, and effectual, to and for all Intents and Purposes, in the same Manner as if the Reservation of progressive Rents, or Rents increasing in Amount from Year to Year, during any Portion of the Term or Terms of Years agreed to be granted by such several Contracts respectively, were expressly authorized by and conformable to the Power of entering into Building Contracts contained in the said recited Act of Parliament.

The Agreement of 16th Feb. 1844 confirmed.

II. And be it further enacted, That the said recited Articles of Agreement of the Sixteenth Day of *February* One thousand eight hundred and forty-four, and all and singular the Covenants, Agreements, Conditions, Provisions, and Stipulations therein contained, shall be valid, effectual, and binding upon all Persons claiming or to claim under the herein-before recited Will of the said *Richard Ladbroke*, to all Intents and Purposes as the same would have been if the said *James Weller Ladbroke* at the Time of the Execution of the said last-mentioned Articles of Agreement had been duly authorized to enter into the same on behalf of himself, and of all other Persons claiming or to claim under the said recited Will of the said *Richard Ladbroke*.

Power to grant Leases under last-mentioned Agreement according to the Terms of such Agreement.

III. And be it further enacted, That it shall and may be lawful to and for the said *James Weller Ladbroke* during his Life, and after his Decease to and for the Person or Persons who for the Time being shall, under or by virtue of the Limitations contained in the said recited Will of the said *Richard Ladbroke*, be seised of or entitled to the first Estate of Inheritance in possession of and in the said Pieces or Parcels of Land, Hereditaments, and Premises by the said Articles of Agreement of the Sixteenth Day of *February* One thousand eight hundred and forty-four agreed to be demised, if such Person or Persons shall be of the full Age of Twenty-one Years, or if not, then to and for the Guardian or respective Guardians for the Time being of such Person or Persons, (being either a testamentary Guardian or Guardians respectively, or a Guardian or Guardians respectively appointed by the High Court of Chancery,) by One or more Indenture or Indentures, to be sealed and delivered by him, her, or them respectively

respectively in the Presence of and to be attested by One or more credible Witness or Witnesses, to demise or lease from Time to Time, in pursuance of the said recited Articles of Agreement of the Sixteenth Day of *February* One thousand eight hundred and forty-four, unto the said *William Henry Jenkins*, his Executors, Administrators, or Assigns, or to other the Nominee or Nominees of the said *William Henry Jenkins*, his Executors, Administrators, or Assigns, as he or they shall direct, the Pieces or Parcels of Land, Messuages, Buildings, and Premises by the said last-mentioned Articles of Agreement agreed to be demised, or any Part or Parts thereof, for the Residue which shall be to come of the said Term of Ninety-nine Years thereby agreed to be granted, at, under, and subject to the Rents, Reservations, Covenants, Agreements, Conditions, Provisions, and Stipulations by the said last-mentioned Articles of Agreement respectively agreed to be reserved and contained in such Lease or Leases respectively, or as near thereto as the Circumstances of the Case will admit, and so as to carry the same Articles of Agreement into effect, but so that such Rents and Reservations respectively be reserved by the said Leases respectively to the Person or Persons for the Time being seised of or entitled to the said Premises in reversion or remainder immediately expectant upon the Determination of the Term or Terms of Years to be thereby respectively granted as aforesaid, and so that the Lessee or Lessees named in each such Lease do execute a Counterpart thereof.

IV. Provided always, and be it further enacted, That the herein-before recited Indentures of Mortgage of the Ninth Day of *July* One thousand eight hundred and twenty-one, the Twenty-fourth Day of *July* One thousand eight hundred and twenty-one, the Twenty-fourth Day of *January* One thousand eight hundred and twenty-four, the Sixteenth Day of *March* One thousand eight hundred and twenty-four, the Twenty-sixth Day of *January* One thousand eight hundred and twenty-five, the Twenty-eighth Day of *April* One thousand eight hundred and thirty-eight, and the First Day of *May* One thousand eight hundred and forty-three, shall not, nor shall any Demise or Alienation by way of Mortgage which may hereafter be made, either under the Authority of this Act or otherwise, of the said Pieces or Parcels of Land, Hereditaments, and Premises by the said several herein-before recited Contracts or Agreements, or the last-mentioned Articles of Agreement, agreed to be demised, or of any Part or Parts thereof, by or from the said *James Weller Ladbroke*, or by or from any other Person or Persons by the herein-before recited Act or this Act authorized and empowered to grant a Lease or Leases, affect the Validity of any Lease or Leases granted or to be granted of any Part or Parts of the said Pieces or Parcels of Land, Hereditaments, and Premises respectively comprised in the same Contracts or Agreements and Articles of Agreement respectively, pursuant to such Contracts or Agreements and Articles of Agreement respectively, nor be or be deemed an Impediment to the due Execution of the Powers and Authorities contained in the said recited Act and this Act, or any of them, so far as the same relate to or affect the said Pieces or Parcels of Land, Hereditaments, and Premises by the said last-mentioned Contracts or Agreements or Articles of Agreement agreed

The Validity of Leases granted under recited Agreements not to be affected by present or future Mortgages of the Estate.

agreed to be demised, or any Part or Parts thereof; and every such last-mentioned Lease or Leases shall be of the same Force, Validity, and Effect, and all such Powers and Authorities shall and may be exercised by the Person or Persons to or in whom the same are by the said recited Act and this Act respectively given or vested, in the same Manner, to all Intents and Purposes whatsoever, as if the herein-before recited and lastly herein-before mentioned Indentures of Mortgage, and every such Demise or Alienation by way of Mortgage as aforesaid, had been executed subsequently to such last-mentioned Lease or Leases respectively.

Power to confirm Leases having technical Errors, or to grant new Leases in lieu of them.

V. And be it further enacted, That it shall and may be lawful to and for the said *James Weller Ladbroke* from Time to Time during his Life, if he shall think fit, and after his Decease to and for the Person who shall, by virtue of or under the said Will of the said *Richard Ladbroke*, be for the Time being seised of or entitled to the first Estate of Freehold or Inheritance in the Premises respectively comprised in the Lease or Leases proposed to be confirmed as herein-after mentioned, if such Person shall be of the full Age of Twenty-one Years, or if not, then to and for such Guardian or Guardians as aforesaid for the Time being of such Person, to confirm any Lease or Leases granted and to be granted under the Authority of the said recited Act and this Act, or either of them, which Lease or Leases, from some Error or Informality in exercising the Powers of leasing, shall have been originally or may have become voidable, whether wholly or partially, or to grant any new Lease or Leases in lieu of any such voidable Lease or Leases as aforesaid, or any of them, for any Term or Terms not exceeding the then Residue of the Term or Terms granted by such Lease or Leases respectively.

Powers to accept Surrenders of Leases and to renew Leases.

VI. And be it further enacted, That it shall and may be lawful to and for the said *James Weller Ladbroke* from Time to Time during his Life, if he shall think fit, and after his Decease to and for the Person who shall by virtue of or under the said Will of the said *Richard Ladbroke* be for the Time being seised of or entitled to the first Estate of Freehold or Inheritance in the Premises respectively comprised in the Lease or Leases proposed to be surrendered or renewed respectively as herein-after mentioned, if such Person shall be of the full Age of Twenty-one Years, or if not, then to and for such Guardian or Guardians as aforesaid for the Time being of such Person, to accept an actual or virtual Surrender of any Lease or Leases granted or to be granted under the Authority of the said recited Act and this Act, or either of them, and whether the same shall have been or shall have become voidable or not, and to grant any new Lease or Leases in lieu of any Lease which may be so surrendered of all or any Part of the Premises therein comprised for any Term or Terms not exceeding the then Residue of the Term or Terms granted by such Lease or Leases respectively.

Conditions to be observed in the Exercise of the Two last Powers.

VII. Provided nevertheless, and be it further enacted, That every Lease to be made in lieu of such voidable or surrendered Lease shall be under and subject to the same or the like Covenants, Clauses, Provisions, and Conditions with reference to the Premises to be comprised

prised therein as shall be contained in the Lease which shall have become voidable, either wholly or partially, or have been so surrendered as aforesaid, or such and so many of the same Covenants, Clauses, Provisoos, and Conditions as the Circumstances of the Case shall permit or require, and that the yearly Rent or Rents to be reserved in such new Lease or Leases shall not be less, or (in the event of Two or more new Leases being granted in lieu of One such voidable or surrendered Lease) that the Amount of the Rent reserved in such new Leases shall not collectively be less, than the Rent or Rents reserved by the original Lease or Leases, where the same shall not have been granted at the Rent of a Peppercorn; and provided that no Fine or Premium (except an additional yearly Rent or Rents shall be agreed upon in respect thereof) shall be accepted and taken for making or giving any such new Lease or Leases, Confirmation or Confirmations respectively, and so as the Lessee or Lessees whose Lease or Leases shall be so confirmed, or to whom any such Lease or Leases shall be granted in lieu of such former Lease or Leases as aforesaid, do consent to accept such Confirmations or new Leases, and do execute a Counterpart of such Confirmations or new Leases.

VIII. And be it further enacted, That the said *James Weller Ladbroke* from Time to Time during his Life, and after his Decease the Person who shall by virtue of or under the said Will of the said *Richard Ladbroke* be for the Time being seised of or entitled to the first Estate of Freehold or Inheritance in the Premises respectively comprised in or affected by the Term or Interest or respective Terms or Interests to be surrendered or released as herein-after mentioned, if such Person shall be of the full Age of Twenty-one Years, or if not, then such Guardian or Guardians as aforesaid for the Time being of such Person, may, in all Cases where from Bankruptcy or Insolvency of Lessees or others, or from other Circumstances, it may seem desirable and beneficial for the said Estate, accept a Release or Surrender of all or any Part or Parts of the Pieces or Parcels of Ground respectively comprised in the said recited Contracts or Agreements of the Second and Fifth Days of *October* One thousand eight hundred and forty, and Third Day of *February* One thousand eight hundred and forty-one, and not hitherto leased, and of all or any Part or Parts of the Pieces or Parcels of Ground respectively comprised in the said recited Contracts or Agreements of the First Day of *November* One thousand eight hundred and forty-two and Sixteenth Day of *February* One thousand eight hundred and forty-four, or in any other Contracts or Agreements already entered into or hereafter to be entered into under the Authority of the said recited Act and this Act, or either of them, or in any of them, or in any Lease or Leases which may have been or may be granted under the Authority of the said recited Act and this Act, or either of them, and may release the Person or Persons respectively with whom such Contracts or Agreements have been or may be entered into as aforesaid, and the said present and future Lessees or any of them, and the Executors, Administrators, or Assigns of them or any of them, of and from the Observance of all or any Part of their or any of their respective Contract or Contracts, Lease or Leases, and the Conditions and Covenants therein respectively contained and to be contained, and

Power to relieve Parties from Building Agreements and Leases, but no Consideration in Money to be taken for the same.

[Private.]

may apportion the Rent or Rents by the same Contract or Contracts or Lease or Leases reserved or agreed to be reserved, and may also apportion or alter or vary, as Circumstances may require, or it may be deemed advisable, the Conditions and Covenants in the same Contracts for Leases respectively contained and to be contained, or any of them; and the Ground so surrendered or released shall be discharged from such Contract or Contracts, Lease or Leases respectively, and may be leased, or may be contracted and agreed to be leased, and afterwards leased, under the Powers and Authorities contained in the said recited Act and this Act, or either of them, in the same or the like Manner as if the Contract or Lease to be so released or surrendered, and as far as the same may be released or surrendered, had not been entered into or executed: Provided always, nevertheless, that no Rent or Rents to be apportioned as aforesaid shall (having regard to the whole Premises comprised in the particular Contract or Lease for the Time being affected or proposed to be affected by any such Surrender or Release, the original Rent or Rents by the same Contract or Lease reserved or agreed to be reserved, and the Premises for the Time being surrendered or released or proposed to be surrendered or released,) be less in Amount than a fair and rateable Proportion of such original Rent or Rents; and provided also, that no Consideration in Money or Monies worth shall be received or taken by the said *James Weller Ladbroke*, or other the Person or Persons hereby authorized to accept such Releases and Surrenders, and grant or make such Releases, Apportionments, Alterations, or Variations respectively as aforesaid, for accepting, granting, or making the same respectively.

Power to confirm Exchanges between Persons having entered into Contracts, and to accept substituted Performance of Covenants contained in Contracts, and grant Leases of the Lands exchanged to Grantees under Exchanges.

Contracts to form no Part of the Title of the Lessees of such exchanged Lands.

IX. And be it further enacted, That if any Persons who have already or who shall hereafter enter into Contracts or Agreements with the said *James Weller Ladbroke*, or other the Person or Persons for the Time being authorized to enter into and make such Contracts or Agreements under the Authority of the said recited Act and of this Act, have already entered into or shall hereafter enter into any Contract or Contracts for exchanging with each other any Part of the Land and Premises comprised in their respective Contracts or Agreements with the said *James Weller Ladbroke*, or other the Person or Persons aforesaid, it shall be lawful for the said *James Weller Ladbroke*, and other the Person or Persons aforesaid, (if he or they shall in his or their Discretion, but having special Regard to the Benefit of the said Estate, and the Interests of all Parties for the Time being entitled thereto, as well in remainder or reversion as in possession, think it desirable and fitting so to do,) to confirm such Contracts of Exchange, and to carry out the Intentions of the Parties making such Exchange, by granting Leases to the Person or Persons who by such Exchanges are or shall so become entitled by Substitution to such Leases, and also by accepting substituted Performance of Covenants in reference to Outlay and the Reservation of Rent and otherwise, as may be applicable to the Circumstances of the Case; and that in all such Cases as last aforesaid the Contracts or Agreements which shall have preceded such Leases shall not form any Part of the Evidence of the Title, either at Law or in Equity, to such Leases, or the Benefit or Advantage thereof.

X. And be it further enacted, That the said *James Weller Ladbroke* from Time to Time during his Life, and after his Decease the Person who shall by virtue of or under the said recited Will of the said *Richard Ladbroke* be for the Time being seised of or entitled to the first Estate of Freehold or Inheritance in reversion immediately expectant on any Term or Interest in the Premises for the Time being affected by the Restriction or Restrictions hereby authorized to be dispensed with, or in the Premises to be affected by any such Licence or Licences as herein-after mentioned, if such Person shall be of the full Age of Twenty-one Years, or if not then such Guardian or Guardians as aforesaid of such Person for the Time being, may, if he or they shall think fit, by any Writing or Writings under his or their Hand or Hands, dispense with any existing Restriction or Restrictions against, and grant a Licence or Licences for, the Erection of any additional Number of Messuages or Dwelling Houses, Erections and Buildings, upon all or any Part or Parts of the respective Pieces or Parcels of Ground comprised in the said recited Contracts or Agreements of the Second and Fifth Days of *October* One thousand eight hundred and forty and Third Day of *February* One thousand eight hundred and forty-one, and in the Leases already granted and to be granted pursuant to such several Contracts or Agreements respectively, beyond the respective aggregate Numbers of Messuages or Dwelling Houses, Erections and Buildings, stipulated to be erected thereon respectively in and by the same respective Contracts or Agreements, or beyond the Number of Messuages or Dwelling Houses, Erections and Buildings, for the Time being standing on the Ground comprised and to be comprised in such Leases respectively, upon such Terms and Conditions, and subject to such Specifications as to Mode of building and otherwise, as the Person or Persons for the Time being granting such Licence or Licences as aforesaid shall think proper, and also may from Time to Time, if he or they should in his or their Discretion, but having special Regard to the Benefit of the said Estate, and the Interests of all Parties for the Time being entitled thereto, as well in remainder or reversion as in possession, think fit, by any Writing or Writings under his or their Hand or Hands, grant a Licence or Licences to the said *William Chadwick*, *Jacob Connop*, *John Duncan*, and *Richard Roy* respectively, and other the Person and Persons respectively with whom any other Contracts or Agreements as aforesaid have been or shall be entered into, or to their respective Executors, Administrators, or Assigns, Nominees or Lessees for the Time being of the Pieces or Parcels of Ground respectively comprised in the said recited Contracts or Agreements of the Second and Fifth Days of *October* One thousand eight hundred and forty, the Third Day of *February* One thousand eight hundred and forty-one, and the First Day of *November* One thousand eight hundred and forty-two, or in any such other Contracts or Agreements as aforesaid, or any of them, to deviate in any Manner or to any Extent, to be expressed in such Licence or Licences respectively, from the Terms and Stipulations of their respective Contracts or Agreements or Leases; as regards Mode or Style of building, or the Erection of Buildings or additional Buildings, or the Use or Appropriation of the Premises, or in any other respects, or to do any other Act or Thing which they respectively shall or may be previously restricted or prevented

Power to authorize the Erection of additional Messuages, &c., and dispense by Licence, with Restrictions of Covenants in Building Agreements and Leases respectively.

vented from doing or been bound to do by any Covenant or Covenants which they respectively shall or may have entered into, or otherwise, and also may from Time to Time, in his or their Discretion, but in so doing having the like special Regard to the Benefit of the said Estate and otherwise as aforesaid, by any such Writing or Writings as aforesaid, grant to the Lessee or Lessees of any Part or Parts of the Pieces or Parcels of Land, Hereditaments, and Premises by the said Articles of Agreement of the Sixteenth Day of *February* One thousand eight hundred and forty-four agreed to be demised, and which shall for the Time being be comprised in any Lease or Leases granted under the Authority of this Act of the last-mentioned Pieces or Parcels of Land, Hereditaments, and Premises, or any Part or Parts thereof, his, her, or their Executors, Administrators, or Assigns, a Licence or Licences authorizing him, her, or them to erect or build any Erection or Building which such last-mentioned Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, shall, by any Covenant or Covenants contained in his, her, or their respective Lease or Leases, be restricted from erecting or building, without having previously obtained a Licence or Licences authorizing or enabling such last-mentioned Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, so to do, or to do any other Act or Thing which he, she, or they shall by any such Covenant as aforesaid be restricted from doing, without having previously obtained a Licence or Licences for the Purpose: Provided always, that no such Licence to be granted as is herein-before mentioned shall operate as a Waiver of or Dispensation with any restrictive or other Covenant, Clause, Condition, Stipulation, or Provision contained and to be contained in the said several existing and other Contracts or Agreements respectively as aforesaid, or in any Lease or Leases already granted or to be granted under the same respectively, or affect any such Covenant, Clause, Condition, Stipulation, or Provision any further or otherwise than shall be necessary to give Effect to the particular Object or Objects of such Licence, and to authorize the Erection or Building or Erections or Buildings, or other Act or Thing or several Acts or Things, specified in the same Licence; and the same Covenant, Clause, Condition, Stipulation, or Provision shall remain and be in full Force after and notwithstanding any such Licence, and restrict or prevent any other Erection or Building or other Act or Thing not expressly authorized by any such Licence to be erected, built, or done; and every Proviso for Re-entry, or other Remedy previously existing and capable of being enforced for the Breach of any such Covenant, Clause, Condition, Stipulation, or Provision, shall, after every such Licence, remain and be in full Force as to any Breach or Breaches of the same Covenant, Clause, Condition, Stipulation, or Provision, and as to any Breach or Breaches of any Covenant, Clause, Condition, Stipulation, or Provision, in the said Contracts or Agreements or Leases contained, in the same Manner to all Intents and Purposes as if such Licence had never been granted.

Power to
lease the
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Ground

XI. Provided always, and be it further enacted, That as regards so much and such Part and Parts of the Pieces of Ground respectively comprised in the said Contracts or Agreements of the Second and Fifth Days of *October* One thousand eight hundred and forty, the
Third

Third Day of *February* One thousand eight hundred and forty-one, and the First Day of *November* One thousand eight hundred and forty-two, or in any other Contracts or Agreements as aforesaid, as shall at any Time or Times or from Time to Time happen not to be demised or leased after the whole Amount of the Rent or Rents specified in the Contract under which any Lease or Leases shall be proposed to be granted shall have been fully reserved in and by the Lease or Leases then already granted under the same Contract, the said *James Weller Ladbroke* from Time to Time during his Life, and after his Decease the Person who shall by virtue of or under the Will of the said *Richard Ladbroke* be for the Time being seised of or entitled to the first Estate of Freehold or Inheritance in the Tenements hereby authorized to be demised or leased, if such Person shall be of the full Age of Twenty-one Years, or if not then such Guardian or Guardians as aforesaid for the Time being of such Person or Persons, by Indenture or Indentures, to be sealed and delivered by him, her, or them in the Presence of and attested by Two or more credible Witnesses, may demise or lease the same Ground so for the Time being remaining undemised or unlet, with the Buildings thereon (if any), unto the said *William Chadwick, Jacob Connop, John Duncan, and Richard Roy*, or other the Person or Persons with whom any other Contracts or Agreements as aforesaid have been or may be entered into, or their respective Executors, Administrators, or Assigns, or unto such other Person or Persons as they respectively shall have nominated or appointed or shall nominate or appoint in that Behalf, for and during the Remainder of the Term specified in the particular Contract or Agreement under or with reference to which any such Demise or Lease for the Time being shall take place or be made, and in such Parcels as shall be thought proper, at the yearly Rent of a Peppercorn, to be reserved by such one Lease or by each of such several Leases, but so nevertheless that all Leases to be granted in pursuance of this present Power shall be subject to such Covenants, Conditions, and Agreements as are in the said in part recited Act directed to be contained in the Leases first therein authorized to be made, so far as the same shall be applicable.

comprised in Building Agreements at a Peppercorn Rent when the entire Rent has been fully reserved by previous Leases.

XII. And be it further enacted, That no Under-lease or Under-leases already granted or hereafter to be granted of all or any Part of the Pieces or Parcels of Ground comprised and to be comprised in any Lease or Leases which may have been or may be granted under the Authority of the said recited Act and of this Act, or either of them, at the Rent of a Peppercorn, shall be liable to Forfeiture, or subject to the Proviso or Condition for Re-entry, on Breach or Nonperformance of the Covenants, Provisoes, or Conditions contained on the Part of the Lessee or respective Lessees in the original Lease or Leases, by reason of the Breach or Nonperformance of any such Covenants, Provisoes, or Conditions, unless such Breach or Nonperformance shall arise or be made with respect to the particular Premises comprised in any such Under-lease or Under-leases respectively, or some Part thereof; and moreover, that the Breach or Nonperformance of any of the Covenants, Provisoes, or Conditions contained in the said original Lease or Leases, which shall arise or be made with respect to the Premises comprised in any such Under-

Under-leases of Ground, &c. leased at a Peppercorn Rent not to be liable to Forfeiture, &c. for Breach or Nonperformance of Covenants, unless the same arise with reference to the particular Premises to be comprised in such Under-lease.

[*Private.*]

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lease

lease or Under-leases, shall not work a Forfeiture of the said original Lease or Leases as respects any other Premises in the said original Lease or Leases comprised, and not included in such Under-lease or Under-leases; and that the Proviso or Condition for Re-entry to be contained in such original Lease or Leases on Breach or Nonperformance of the Covenants, Provisoes, or Conditions to be therein contained on the Part of the Lessee or respective Lessees, his or their Executors, Administrators, and Assigns, shall accordingly be and be construed and be held to be apportionable so and in such Manner as that the same shall have a distinct or separate and exclusive Operation with respect to the Premises to be comprised in each and every such Under-lease as aforesaid, in such and the same Manner, to all Intents and Purposes, as if, instead of such original Lease comprising more than the Premises included in each such Under-lease as aforesaid, there had been an original separate Lease of the Premises respectively comprised in such distinct Under-lease as aforesaid, provided every such Under-lease be, within Six Calendar Months next after the Date thereof, registered, pursuant to the Act of Parliament passed in the Seventh Year of the Reign of Her late Majesty Queen

7 Ann. c. 20. *Anne*, intituled *An Act for the public registering of Deeds of Conveyance and Wills and other Incumbrances which shall be made of or that may affect any Honours, Manors, Lands, Tenements, or Hereditaments within the County of Middlesex after the Twenty-ninth Day of September One thousand seven hundred and nine.*

When Leases have been granted at apportioned Rents, the Remainder of the Ground, &c. in the particular Building Contract to be liable only to the remaining Portion of the entire Rent under that Contract.

XIII. And be it further enacted, That when and as any Part or Parts of the Pieces of Ground and Premises by the said recited Contracts or Agreements of the Second and Fifth Days of *October* One thousand eight hundred and forty, the Third Day of *February* One thousand eight hundred and forty-one, the First Day of *November* One thousand eight hundred and forty-two, and the said recited Articles of Agreement of the Sixteenth Day of *February* One thousand eight hundred and forty-four, or by any other existing Contract or Agreement, or any future Contract or Agreement as aforesaid respectively, agreed to be demised or hereafter to be agreed to be demised, shall have been actually demised at a Rent or Rents apportioned in respect of the whole Rent or Rents by the same Contracts or Agreements respectively agreed to be reserved and made payable, then and in every such Case the Hereditaments for the Time being not actually demised, and remaining subject to the Contract or Agreement in which the same are respectively comprised, shall be subject and liable only to so much of the Rent or Rents by the same Contract or Agreement agreed to be reserved and payable as shall not have been apportioned and reserved on the Demise or Demises which may have been made as aforesaid.

Reservation of progressive Rents in Contracts and Leases declared valid.

XIV. And whereas, inasmuch as the said *James Weller Ladbroke*, and other the Person or Persons authorized by the said recited Act to enter into Contracts and grant Leases as aforesaid, are not expressly empowered to reserve in and by such Contracts and Leases respectively progressive Rents, or Rents increasing in Amount during the Term or Terms of Years granted or agreed to be granted by such Contracts or Leases respectively, Doubts are and may be entertained as to the

Validity

Validity of such Mode of Reservation of Rent, and it is expedient that such Doubts should be removed, and that all Contracts and Leases to be made or entered into by the Authority of the said recited Act and of this Act should be relieved from Question in this respect; now therefore be it further enacted, That every Contract to be entered into, and every Lease to be granted, under the Authority of the said recited Act and of this Act, or either of them, shall be good, valid, and effectual to and for all Intents and Purposes whatsoever, notwithstanding there may be reserved in any such Contract or Lease progressive Rents, or Rents increasing in Amount during any Portion of the Term of Years granted or agreed to be granted by any such Contract or Lease as aforesaid.

XV. And be it further enacted, That every Lease granted and to be granted under the Authority of the said recited Act and of this Act, or either of them, shall be deemed and taken to be duly granted, although the several Contracts or Agreements herein-before recited, or any Contract or Agreement already made, or hereafter to be made, by which such Lease shall have been preceded, shall not have been in all respects duly observed; and that as respects every Lease already executed under or in pursuance of the said Two several recited Contracts or Agreements of the Second and Fifth Days of *October* One thousand eight hundred and forty, or either of them, or hereafter to be executed under any of the herein-before recited Contracts or Agreements, or any other Contract or Agreement already made or hereafter to be made, by which such Lease shall have been preceded, the said recited Contracts or Agreements, or any other Contract or Agreement as aforesaid, shall not form any Part of the Evidence of the Title at Law or in Equity to such Lease, or the Benefit thereof: Provided nevertheless, that such Lease shall be conformable with the Restrictions and Provisions in the said recited Act and this Act contained in respect to the Leases by the same Acts respectively authorized to be granted, independent of any previous Contract or Agreement.

Leases not to be invalid by reason of varying from Contracts.

XVI. And be it further enacted, That a Certificate or Memorandum in Writing, signed by the Person or Persons by whom any Lease shall be granted under the Authority of the said recited Act and of this Act, or either of them, of any Part of the said Pieces or Parcels of Land or Ground and Hereditaments mentioned in the Schedule to the said recited Act, acknowledging the Receipt of a Counterpart of such Lease, shall be and be deemed full and complete Evidence that such Counterpart has been duly executed by the Lessee or Lessees.

Memorandum signed by the Lessor, acknowledging the Receipt of a Counterpart Lease, to be Evidence.

XVII. And be it further enacted, That if the said *James Weller Ladbroke*, or other the Person or Persons who shall by virtue of or under the said Will of the said *Richard Ladbroke* be for the Time being seised of or entitled to the first Estate of Freehold or Inheritance in reversion of and in the Premises by the said recited Act and hereby authorized to be demised or leased, immediately expectant on any existing Term or Terms therein, should at any Time hereafter re-enter upon and resume the Possession of all or any Part

Power to lease Premises on which Re-entry may take place for Nonpayment of Rent or Breach of Covenants.

or

or Parts of the Land or Ground and Buildings respectively comprised in the said Contracts or Agreements of the Second and Fifth Days of *October* One thousand eight hundred and forty, and Third Day of *February* One thousand eight hundred and forty-one, and the First Day of *November* One thousand eight hundred and forty-two, and the said recited Articles of Agreement of the Sixteenth Day of *February* One thousand eight hundred and forty-four, or in any other Contract or Agreement already entered into or hereafter to be entered into as aforesaid, or in any Lease or Leases already or hereafter to be by him or them made or granted under the Authority of the said recited Act and of this Act, or either of them, under and by virtue of the Condition of Re-entry in the particular Contract or Agreement or Lease contained, either for Nonpayment of the Rent thereby reserved, or for Default of completing and finishing or repairing the Buildings therein comprised or agreed to be erected, or for any other Cause, then and in every such Case it shall and may be lawful to and for the said *James Weller Ladbroke* from Time to Time during his Life, and after his Decease to and for the Person or Persons for the Time being seised or entitled as last aforesaid, if such Person or Persons shall be of the full Age of Twenty-one Years, or if not then to and for such Guardian or Guardians as aforesaid for the Time being of such Person or Persons, by Indenture or Indentures, to demise and lease the Land and Buildings whereof the Possession shall be so resumed, unto any Person or Persons who shall be willing to take the same, for any Term not exceeding Ninety-nine Years, and under the best yearly Rent that can be then reasonably had or gotten for the same, without taking any Sum or Sums of Money or other Thing by way of Fine, Premium, or Foregift in respect thereof under any Pretence whatsoever, and upon condition that the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, do and shall make or complete the Buildings if not begun or unfinished, or put the same into a complete State of Repair if in want thereof, within a reasonable Time to be appointed for that Purpose: Provided always, that every Lease to be made as last mentioned shall also be under and subject to all such and the same Conditions and Restrictions as are prescribed and required with regard to the original Leases to be granted in pursuance and by virtue of the said recited Act and of this Act, or such of them as shall be applicable to the Circumstances of the Case.

Provision as to Maintenance of Roads and Pavements or Footpaths to be made on the Land agreed to be demised to Mr. Jenkins.

XVIII. And be it further enacted, That during the Continuance of the said Term of Ninety-nine Years by the said Articles of Agreement of the Sixteenth Day of *February* One thousand eight hundred and forty-four agreed to be granted, or until the several Roads and Pavements or Footpaths which, in pursuance of the same Articles of Agreement, shall be formed and made upon the Pieces of Ground therein comprised, shall be taken to and dealt with by the Parish or respective Parishes in which the same Pieces of Ground are respectively situate as Parish Roads, or the Maintenance and Repairs thereof respectively shall be otherwise provided for by Law, it shall be lawful for the Surveyor for the Time being of the said *James Weller Ladbroke*, or of other the Person or Persons for the Time being seised of or entitled, under or by virtue of the said recited Will of the said

Richard

Richard Ladbroke, to the said Pieces of Ground, in reversion immediately expectant on the Determination of the said Term, to cause the said several Roads and Pavements or Footpaths respectively to be from Time to Time repaired and amended, with all good and sufficient Materials, as often as Need or Occasion shall require; and every Lessee named in any Lease or Leases to be granted in pursuance of the said last-mentioned Articles of Agreement and of this Act, his or her Executors, Administrators, and Assigns, shall be liable to bear and pay, in respect of each Messuage, Dwelling House, or Shop for the Time being standing upon the Ground comprised in his, her, or their Lease or respective Leases, the Expence of repairing and amending the said several Roads, and the Pavements and Footpaths thereof respectively, and of maintaining and keeping the same in good Order and Condition as aforesaid, in manner following; (that is to say,) the Expences of repairing each such Road, and the Pavements and Footpaths thereof, and of maintaining and keeping the same respectively in good Order and Condition as aforesaid, shall be borne and paid by the Lessees whose Land or Ground shall lie on the Side or Sides of such Road, and shall abut, either wholly or in part, upon the same Road or any Part thereof, his, her, or their Executors, Administrators, or Assigns, in such Shares and Proportions, and at such Time or Times, as said Surveyor for the Time being shall think reasonable, and shall from Time to Time rate and assess in that Behalf; and where any such Rate or Assessment, Rates or Assessments, or any Part thereof, and whether made at one or at several Times, shall be in arrear and unpaid for the Space of Twenty-one Days after a Notice in Writing under the Hand of the said Surveyor for the Time being requiring Payment thereof shall have been personally served on or left at the Place of Abode of the Person or Persons by whom the Amount specified in such Notice ought to be paid, or at the Place of Abode of the Tenant or Occupier of the Messuage, Dwelling House, or Shop in respect of which such Rate or Assessment, Rates or Assessments, shall be made, it shall and may be lawful for the said Surveyor for the Time being to distrain for the same, together with the reasonable Costs and Charges of such Distress, upon the Messuage, Dwelling House, or Shop in respect of which such Default shall have been made, and upon the Land or Ground attached thereto, and to dispose of the Distress when taken, or otherwise to act and demean himself in relation thereto as any Landlord may for Arrears of Rent reserved on a common Lease for Years, rendering the Overplus (if any) arising by such Sale, after deducting the Sum or Sums to be levied by such Distress and Sale, and the Charges of taking, keeping, appraising, and selling the said Distress, to the Owner thereof, on Demand; and the respective Tenants or Occupiers of the Premises in respect of which such Rate or Assessment, Rates or Assessments, shall be made, are hereby authorized to pay the Amount of such Rate or Assessment, Rates or Assessments, and to deduct the same (and in case any such Distress or Sale shall have been made as aforesaid, then also the Monies paid for or in respect of such Distress so levied by such Distress and Sale,) out of the first or any subsequent Payment of his, her, or their Rent; and every Tenant or Occupier shall be acquitted, exonerated, and discharged for so much Money as shall be so paid, or as shall be so

[*Private.*]

levied as aforesaid; and every immediate Landlord (other than the said *James Weller Ladbroke*, or other the Person or Persons for the Time being entitled as aforesaid, and other than and except any Landlord or Landlords, being the immediate Lessee or Lessees of the said *James Weller Ladbroke*, or of other the Person or Persons for the Time being entitled as aforesaid), and in case there shall happen to be mediate as well as immediate Landlords of the same Premises, then every Landlord, as well mediate as immediate, (other than and except as aforesaid,) who shall have allowed such Deduction, and his, her, and their respective Executors, Administrators, and Assigns, shall, but without Prejudice to any Contract, Covenant, or Agreement between such Landlord and his immediate Landlord touching the Payment of the said Rates and Assessments, be entitled to deduct the Amount which he, she, or they shall have allowed to be so deducted as aforesaid from the next or any subsequent Payment of the Rent which shall be payable by him, her, or them to his, her, or their immediate Landlord: Provided always, that the Person or Persons named in any Under-lease or Under-leases which may be granted by the said *William Henry Jenkins*, his Executors, Administrators, or Assigns, of any Part or Parts of the Land or Ground comprised in the said last-mentioned Articles of Agreement, at the Rent of a Peppercorn, his, her, and their Executors, Administrators, or Assigns, shall, for the Purposes of this present Provision, be deemed and considered as the Lessee or Lessees of the said *James Weller Ladbroke*, or of other the Person or Persons for the Time being entitled as aforesaid, and shall be liable to be rated and assessed accordingly: Provided nevertheless, that the said Surveyor during the Period of Twelve Years from the passing of this Act shall not exercise or cause to be exercised the several Powers or Authorities hereinbefore given to or vested in him in regard to the Repairs of the said several Roads and Pavements or Footpaths, or any of them, or to the assessing or recovering the Expences aforesaid, or any of the same Powers or Authorities respectively, unless he shall on each Occasion have been previously requested so to do by the said *William Henry Jenkins*, his Executors, Administrators, or Assigns.

Power to grant Rights of User of Roads in perpetuity or for a limited Period to Owners of adjoining Lands, in exchange for similar Grants obtained from them over their Lands.

XIX. And be it further enacted, That the said *James Weller Ladbroke* from Time to Time during his Life, and after his Decease the Person who shall by virtue of or under the said Will of the said *Richard Ladbroke* be for the Time being seised of or entitled to the first Estate of Freehold or Inheritance, either in possession or reversion, immediately expectant on any Term or Terms of Years for the Time being existing under the Powers and Provisions of the said recited Act and of this Act, or either of them, of and in the Pieces or Parcels of Land or Ground and Hereditaments mentioned in the Schedule to the said recited Act, may at any Time or Times after the passing of this Act, by Deed or Deeds by them respectively duly executed, respectively grant to the Proprietor or Proprietors for the Time being of any Lands, Tenements, or other Hereditaments near or adjoining to the said Pieces or Parcels of Land or Ground and Hereditaments mentioned in the said Schedule to the said recited Act, and his or their Lessees, Tenants, or Occupiers, the Right of absolute User, in perpetuity or for any limited Period, of all or any of the Roads made or formed or to be made or formed upon, through, or over the said

said last-mentioned Pieces or Parcels of Land or Ground and Hereditaments, or any Part or Parts thereof, the Right of User of which said Roads respectively shall be for the Time being vested in or reserved to or in any Manner within the Power or Control of the said *James Weller Ladbroke*, or other the Person or Persons for the Time being seised or entitled as aforesaid; provided that as an Equivalent and in exchange for the Right so to be granted as aforesaid such Proprietor or Proprietors shall have, by Deed or Deeds previously to such Grant or Grants, well and effectually granted and secured to the said *James Weller Ladbroke*, or other the Person or Persons for the Time being seised or entitled as aforesaid, and his or their Lessees, Tenants, or Occupiers, the Right of absolute User, in perpetuity or for a like limited Period, of all or any of the Roads made and formed or to be made and formed upon, through, or over the Lands of such Proprietor or Proprietors, or any Part of the same; and also that the said *James Weller Ladbroke*, and other the Person or Persons for the Time being seised or entitled as aforesaid, may, according as they respectively shall at any Time or Times in their respective Discretion think it advisable, lay open and dedicate to the public Use, either wholly or partially, all or any of the said Roads made or to be made upon, through, or over the said Land or Ground and Hereditaments mentioned in the said Schedule to the said recited Act, the Right of User of which said last-mentioned Roads respectively shall be for the Time being vested in or reserved to or in any Manner within the Power or Control of the said *James Weller Ladbroke*, or other the Person or Persons last aforesaid, or permit such Roads or any of them to be kept and continued as private Roads for the exclusive Use and Enjoyment (but subject to such Right of User as last aforesaid) of the Lessees, Tenants, or Occupiers for the Time being of the said Land or Ground, and the Messuages or Dwelling Houses and Buildings erected or to be erected thereon: Provided always, that nothing in this Act contained shall authorize or empower the said *James Weller Ladbroke*, or other the Person or Persons entitled as aforesaid, to grant any Right of User, or to make any Dedication to the public Use, of all or any of the Roads and Pavements or Footpaths to be made or formed upon, through, or over the Pieces or Parcels of Land and Hereditaments by the said recited Articles of Agreement of the Sixteenth Day of *February* One thousand eight hundred and forty-four agreed to be demised, or any Part or Parts thereof, to take effect before the Expiration or other sooner Determination of the said Term of Ninety-nine Years by the said recited Articles of Agreement of the Sixteenth Day of *February* One thousand eight hundred and forty-four agreed to be granted, or in any Manner to prejudice or affect the Rights and Interests of the said *William Henry Jenkins*, his Executors, Administrators, or Assigns, in regard to the said last-mentioned Roads and Pavements or Footpaths, or any of them, under or by virtue of the said last-mentioned Articles of Agreement and this Act.

Power to dedicate any Roads to the Public wholly or partially, or continue them as private Roads.

Power to grant Rights of User of Roads not to extend to the Lands and Premises comprised in the Agreement with *William Henry Jenkins*.

XX. And be it further enacted, That in order to facilitate the Proof of the Performance of the Covenants and Agreements contained in any Contract or Agreement as aforesaid, or in any Lease granted and to be granted pursuant to such Contracts or Agreements,

Certificate in Writing of the Persons authorized to make Contracts and

Leases of the Performance of Covenants to be Evidence of such Performance.

the Certificate in Writing of the Performance of any Covenant or Agreement contained in any such Contract or Lease as aforesaid, signed by the said *James Weller Ladbroke*, or other the Person or Persons as aforesaid, shall be conclusive Evidence of the due Performance of such Covenants and Agreements to the Extent and in manner as in such Certificate set forth.

Power of Leasing in R. Ladbroke's Will not to be affected.

XXI. Provided always, and be it further enacted, That this Act shall not nor shall any thing herein contained be construed, deemed, or taken to revoke, annul, prejudice, lessen, or affect the Power of leasing contained in the said recited Will of the said *Richard Ladbroke*.

Mr. J. W. Ladbroke empowered to mortgage the Estates for reimbursing himself the Expences of this Act, and in regard to the Building Agreement with Jenkins, and the Investigation of the Title by the latter, to the Extent of 1,200*l.* in the whole.

XXII. And be it further enacted, That it shall be lawful for the said *James Weller Ladbroke* to levy and raise not exceeding in the whole the Sum of One thousand two hundred Pounds to defray the Costs, Charges, and Expences of applying for and obtaining this Act, and also the Costs, Charges, and Expences incurred by him in and about the Treaty for and otherwise in relation to the said recited Agreement with the said *William Henry Jenkins*, and the Production and Proof to the said *William Henry Jenkins* of the Title to the Freehold and Inheritance of the said Pieces of Ground comprised in the same Agreement, with lawful Interest thereon from the Time of laying out or expending the same Costs, Charges, and Expences respectively, by demising the Lands or Grounds and Premises mentioned in the said Schedule to the said recited Act, or any Part thereof, (except the *Academy Field, Longlands, and the Hooks,*) with the Messuages and Buildings for the Time being standing thereon, by way of Mortgage, to any Person or Persons who shall be willing to advance and lend the same Sum of One thousand two hundred Pounds; and the Receipts of the said *James Weller Ladbroke* shall be sufficient Discharges for the Money so to be advanced by way of Mortgage; and any Mortgage to be executed as aforesaid, with the Receipt or Discharge of the said *James Weller Ladbroke* for the Money advanced thereon, shall be valid, without putting the respective Mortgagees to the Proof of the Money advanced by them being Part of the Sum hereby authorized to be raised; and in the meantime, and until the said Costs, Charges, and Expences shall be raised, the same, not exceeding the Amount aforesaid, with such Interest as aforesaid, shall be charged upon the Hereditaments mentioned in the said Schedule to the said recited Act, but subject and without Prejudice to any Contract or Contracts, Lease or Leases made or to be made, or for the Time being existing, under the Authority of the said recited Act and this Act, or either of them, in relation to the same: Provided always, that if the said Costs, Charges, and Expences, with such Interest as aforesaid, shall be levied and raised by Mortgage as aforesaid, the Persons successively entitled under the said Will of the said *Richard Ladbroke* to the Rents and Profits of the Lands and Hereditaments to be comprised in such Mortgage shall be chargeable with the Interest accruing due on the Principal Money secured by such Mortgage during the Continuance of their respective Estates therein, and that no greater Arrear than for One Year shall in any event be recoverable against any Person who shall be entitled in remainder for Interest accruing during the Estate of any Person or

If the Costs shall be raised by Mortgage, the Interest of the Money to be kept down by the Person for the Time being entitled under

Persons

Persons entitled to any preceding Estate or Interest in the Premises under the said Will of the said *Richard Ladbroke*. the Will of Richard Ladbroke.

XXIII. And be it further enacted, That it shall be lawful to and for the said *James Weller Ladbroke*, after the passing of this Act, if he shall be then living, and in case of his Decease then for the Person or Persons who shall by virtue of or under the said Will of the said *Richard Ladbroke* be for the Time being seised of or entitled as aforesaid to the said Pieces or Parcels of Ground mentioned in the Schedule to the said recited Act, to enter into and execute any new Contract or Contracts comprising all or any of the Powers, Liberties, Authorities, Stipulations, Matters, Clauses, and Things by this Act authorized. Power to enter into new Contracts.

XXIV. And be it further enacted, That it shall be lawful for the said *James Weller Ladbroke*, with the Consent in Writing of the said *Robert Ladbroke*, or other the Person who shall by virtue of or under the Limitations contained in the said Will of the said *Richard Ladbroke* be for the Time being presumptively entitled to the first existing Estate of Inheritance in remainder expectant on the Decease of the said *James Weller Ladbroke* of and in the said Pieces or Parcels of Ground mentioned in the Schedule to the said recited Act, if such Person be of full Age, but if such Person shall be under that Age then with the Consent in Writing of his Guardian or Guardians for the Time being, and after the Decease of the said *James Weller Ladbroke* for the said *Robert Ladbroke*, or other the Person or Persons who shall by virtue of or under the Limitations in the said Will contained for the Time being be seised of or entitled to the first Estate of Inheritance in possession of and in the said Pieces or Parcels of Ground mentioned in the said Schedule, if such Person so for the Time being entitled be of full Age, but if such Person shall be under that Age then for his Guardian or Guardians for the same being, to sell, convey, and assure the Freehold and Inheritance of any Portion of the said Lands which may be suitable or required for the Erection of One or more Church or Churches, or Place or Places of religious Worship according to the Rites and Ceremonies of the Church of *England*, subject however to any Leases or Contracts for Leases existing on any Portion of the said Lands. Power to sell Land for Sites of Churches.

XXV. And be it further enacted, That any Sale, Conveyance, or Assurance which may have been executed by the said *James Weller Ladbroke* and *Robert Ladbroke* for the Purpose of appropriating any Site or Sites for a Church or Churches, or Place or Places of religious Worship according to the Rites and Ceremonies of the Church of *England*, shall be as binding, valid, and effectual as though the same had been made and executed under the Powers of this Act: Provided nevertheless, that no such Sale, Conveyance, or Assurance shall in any Manner prejudice or affect the legal and equitable Title in the before-mentioned Contracts or Agreements, or such One or more of them, in which such Site or Sites shall have been or shall be comprised, or the Rights and Interests of any Person or Persons claiming under the same respectively, so far as respects the Residue of the For rendering valid Sales of Land for Site of Church.

[Private.]

Land not so sold and conveyed for the said Site or Sites, and comprised in the said Contracts or any of them.

Saving
Clause.

XXVI. Saving always to the Queen's most Excellent Majesty, and Her Heirs and Successors, and to such of the aforesaid Annuitants mentioned in the said Will of the said *Richard Ladbroke* as are living, or their respective Assigns, in respect of the Annuities given to them by the said Will, and to all Persons claiming under the herein-before recited Contracts or any of them, and to all and every other Person and Persons, Bodies Politic and Corporate, and his and their Heirs, Successors, Executors, and Administrators, (other than and except to the said *James Weller Ladbroke* and his Sons, and the Heirs Male of the Bodies of such Sons, and the said *Robert Ladbroke* and the Heirs Male of his Body, and also other than and except to the said *Felix Ladbroke*, the only Son of the said *Felix Calvert Ladbroke*, and the said *Henry Ladbroke*, and the Heirs Male of the respective Bodies of the said *Felix Ladbroke* and *Henry Ladbroke*, and also the right Heirs of the said Testator *Richard Ladbroke*, and all Persons to whom any Estate, Right, Title, or Interest shall have been demised, bequeathed, or descended under or by virtue of the said Will of the said *Richard Ladbroke*, or have been granted or limited by the said Indentures of the Ninth Day of *July* One thousand eight hundred and twenty-one, the Twenty-fourth Day of *July* One thousand eight hundred and twenty-one, the Twenty-fourth Day of *January* One thousand eight hundred and twenty-four, the Sixteenth Day of *March* One thousand eight hundred and twenty-four, the Twenty-sixth Day of *January* One thousand eight hundred and twenty-five, the Twenty-eighth Day of *April* One thousand eight hundred and thirty-eight, and the First Day of *May* One thousand eight hundred and forty-three,) all such Estate, Right, Title, Interest, Benefit, Property, Claim, and Demand whatsoever, of, in, to, out of, or upon the said Hereditaments so leased or contracted to be leased as aforesaid, or to be so leased, under or by virtue of and pursuant to the Powers contained in the said recited Act and this Act, and every or any Part thereof, as they and every or any of them had before the passing of this Act, or would, could, or might have had, held, and enjoyed in case this Act had not been made.

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

XXVII. 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. 1844.