



ANNO OCTAVO & NONO

VICTORIÆ REGINÆ.

Cap. 33.

An Act for enlarging the Powers contained in the Will of the Most Honourable *Robert* Marquess of *Westminster* deceased to grant Building Leases of the Estates devised by the said Will in the Parishes of *Saint George Hanover Square* and *Saint John the Evangelist* within the Liberty of *Westminster* in the County of *Middlesex*; and for other Purposes. [9th August 1845.]

WHEREAS the Most Honourable *Robert* Marquess of *Westminster* duly made and executed his last Will and Testament in Writing, bearing Date the Fourth Day of *September* One thousand eight hundred and forty, and thereby gave and devised all that the Site of the Manor of *Ebury*, and all and singular his Messuages, Lands, Tenements, Rents, Hereditaments, and Real Estate, situate, lying, and being, or arising within the respective Parishes of *Saint George Hanover Square* and *Saint John the Evangelist* within the Liberty of *Westminster* in the County of *Middlesex*, and in any other Parish or Place in the said County, whether in possession, reversion, remainder, or expectancy, except

[Private.]

Will of Robert Marquess of Westminster, dated 4th September 1840.

the Messuage or Mansion House situate and being in *Grosvenor Square* in the Occupation of his the said Testator's eldest Son *Richard Earl Grosvenor*, with the Coach-houses, Stables, and Offices thereto belonging, and the Messuage or Mansion House situate and being in *Park Street, Grosvenor Square*, then in the Occupation of his the said Testator's youngest Son *Lord Robert Grosvenor*, with the Garden and Offices thereto belonging, and also the Messuage or Mansion House situate and being at the Corner of *Grosvenor Square* aforesaid and *Grosvenor Street*, and then in the Occupation of his the said Testator's Cousin General *Thomas Grosvenor*, with the Coach-houses, Stables, and Offices thereunto belonging, and also except his the said Testator's Property in the several Parishes of *Ruislip* and *Harefield* in the said County of *Middlesex*, unto *Andrew Robert Drummond* of *Cadlands* in the County of *Southampton*, Esquire, and *Charles Drummond* of *Stratton Street, Piccadilly*, in the said Parish of *Saint George Hanover Square*, and their Heirs, to the several Uses, upon the several Trusts, and to and for the several Ends, Intents, and Purposes, and with, under, and subject to the several Powers, Provisoos, and Limitations therein declared or expressed, and in part herein-after mentioned or referred to, of or concerning the same; (that is to say,) after a Limitation to the Use of *Wilbraham Egerton* of *Tatton Park* in the County Palatine of *Chester*, Esquire, and *Edward Drummond* of *Stratford Place* in the Parish of *Saint Marylebone* in the said County of *Middlesex*, Esquire, their Executors, Administrators, and Assigns, for the Term of Two thousand Years, to commence from the Day of his the said Testator's Decease, without Impeachment of Waste, upon the Trusts and for the Purposes therein-after mentioned, and another Limitation to the Use and Intent that his the said Testator's Wife *Eleanor* Marchioness of *Westminster*, and her Assigns, might receive for her Life the Annuity therein mentioned, with the usual Power and Remedies for securing the same, as to, for, and concerning all and singular the said Hereditaments and Real Estates therein-before devised, subject and charged as therein-before is mentioned, to the Use of his the said Testator's eldest Son *Richard Earl Grosvenor*, and his Assigns, for his Life, without Impeachment of Waste; with Remainder to the Use of the said *Andrew Robert Drummond* and *Charles Drummond*, and their Heirs, during the Life of the said *Richard Earl Grosvenor*, in trust to preserve contingent Remainders; with Remainder to the Use of the Right Honourable *Hugh Lupus Grosvenor* commonly called Lord Viscount *Belgrave*, the eldest Son of the said *Richard Earl Grosvenor*, and his Assigns, for his Life, without Impeachment of Waste; with Remainder to the Use of the said *Andrew Robert Drummond* and *Charles Drummond*, and their Heirs, during the Life of the said *Hugh Lupus* Lord Viscount *Belgrave*, in trust to preserve contingent Remainders; with Remainder to the Use of the First and all and every other the Son and Sons of the Body of the said *Hugh Lupus* Lord Viscount *Belgrave* lawfully to be begotten, severally and successively and in remainder according to Priority of Birth in Tail Male; with Remainder to the Use of the Honourable *Gilbert Norman Grosvenor*, Second Son of his the said Testator's said Son *Richard Earl Grosvenor*, and his Assigns, for his Life, without Impeachment of

Waste; with Remainder to the Use of the said *Andrew Robert Drummond* and *Charles Drummond*, and their Heirs, during the Life of the said *Gilbert Norman Grosvenor*, in trust to preserve contingent Remainders; with Remainder to the Use of the First and all and every other the Son and Sons of the Body of the said *Gilbert Norman Grosvenor* lawfully to be begotten, severally and successively and in remainder according to Priority of Birth in Tail Male; with Remainder to the Use of the Honourable *Richard de Aquila Grosvenor*, Third Son of his the said Testator's said Son *Richard Earl Grosvenor*, and his Assigns, for his Life, without Impeachment of Waste; with Remainder to the Use of the said *Andrew Robert Drummond* and *Charles Drummond*, and their Heirs, during the Life of the said *Richard de Aquila Grosvenor*, in trust to preserve contingent Remainders; with Remainder to the Use of the First and all and every other the Son and Sons of the Body of the said *Richard de Aquila Grosvenor* lawfully to be begotten, severally and successively and in remainder according to Priority of Birth in Tail Male; with Remainder to the Use of each of the Sons of his the said Testator's said Son *Richard Earl Grosvenor* who should thereafter be born during his the said Testator's Lifetime, for Life; with Remainder to the Use of his First and other Sons successively in Tail Male; so and in such Manner that the elder of the said Sons of his the said Testator's said Son *Richard Earl Grosvenor* to be born during his the said Testator's Lifetime as aforesaid, and his First and other Sons successively, and the Heirs Male of their respective Bodies issuing, might be preferred to and take before the younger of the said Sons of his the said Testator's said Son *Richard Earl Grosvenor* to be born during his the said Testator's Lifetime, and his and their respective First and other Sons respectively, and the Heirs Male of their respective Bodies issuing; and with Remainder immediately after the Estate for Life of each such Son of his the said Testator's said Son *Richard Earl Grosvenor* to be thereafter born during his the said Testator's Lifetime, to the Use of the said *Andrew Robert Drummond* and *Charles Drummond*, and their Heirs, during the Life of such Son, in trust to preserve contingent Remainders; with Remainder to the Use of the Son and Sons of his the said Testator's said Son *Richard Earl Grosvenor* who should be born after his the said Testator's Decease, severally and successively and in remainder according to Priority of Birth in Tail Male; with Remainder to the Use of his the said Testator's Second Son the Right Honourable *Thomas Earl of Wilton*, and his Assigns, for his Life, without Impeachment of Waste; with Remainder to the Use of the said *Andrew Robert Drummond* and *Charles Drummond*, and their Heirs, during the Life of the said *Thomas Earl of Wilton*, in trust to preserve contingent Remainders; with Remainder to the Use of the Right Honourable *Arthur Edward Holland Grey Egerton* commonly called Lord Viscount *Grey de Wilton*, the eldest Son of his the said Testator's said Son *Thomas Earl of Wilton*, and his Assigns, for his Life, without Impeachment of Waste; with Remainder to the Use of the said *Andrew Robert Drummond* and *Charles Drummond*, and their Heirs, during the Life of the said *Arthur Edward Holland Grey* Lord Viscount *Grey de Wilton*, in trust to preserve contingent Remainders; with Remainder to the Use of the First and all and every

every other the Son and Sons of the Body of the said *Arthur Edward Holland Grey* Lord Viscount *Grey de Wilton* lawfully to be begotten, severally and successively and in remainder according to Priority of Birth in Tail Male; with Remainder to the Use of the Honourable *Seymour John Egerton*, Second Son of his the said Testator's said Son *Thomas* Earl of *Wilton*, and his Assigns, for his Life, without Impeachment of Waste; with Remainder to the Use of the said *Andrew Robert Drummond* and *Charles Drummond*, and their Heirs, during the Life of the said *Seymour John Egerton*, in trust to preserve contingent Remainders; with Remainder to the Use of the First and all and every other the Son and Sons of the Body of the said *Seymour John Egerton* lawfully begotten, severally and successively and in remainder according to Priority of Birth in Tail Male; with Remainder to the Use of each of the Sons of his the said Testator's said Son *Thomas* Earl of *Wilton* who should thereafter be born during his the said Testator's Lifetime, for Life; with Remainder to the Use of his First and other Sons successively in Tail Male according to Priority of Birth; with Remainder to the Use of the said *Andrew Robert Drummond* and *Charles Drummond*, and their Heirs, during the Life of such Son, in trust to preserve contingent Remainders; with Remainder to the Use of the Son and Sons of his the said Testator's said Son *Thomas* Earl of *Wilton* who should be born after his the said Testator's Decease, severally, successively, and in remainder according to Priority of Birth in Tail Male; with Remainder to the Use of his the said Testator's Third Son Lord *Robert Grosvenor*, and his Assigns, for his Life, without Impeachment of Waste; with Remainder to the Use of the said *Andrew Robert Drummond* and *Charles Drummond*, and their Heirs, during the Life of the said Lord *Robert Grosvenor*, in trust to preserve contingent Remainders; with Remainder to the Use of *Robert Wellesley Grosvenor*, Son of his the said Testator's said Son Lord *Robert Grosvenor*, and his Assigns, for his Life, without Impeachment of Waste; with Remainder to the Use of the said *Andrew Robert Drummond* and *Charles Drummond*, and their Heirs, during the Life of the said *Robert Wellesley Grosvenor*, in trust to preserve contingent Remainders; with Remainder to the Use of the First and all and every other the Son and Sons of the Body of the said *Robert Wellesley Grosvenor* lawfully to be begotten, severally and successively and in remainder according to Priority of Birth in Tail Male; with Remainder to the Use of each of the Sons of his the said Testator's said Son Lord *Robert Grosvenor* who should thereafter be born during his the said Testator's Lifetime, for Life; with Remainder to the Use of his First and other Sons successively in Tail Mail according to Priority of Birth; with Remainder to the Use of the said *Andrew Robert Drummond* and *Charles Drummond*, and their Heirs, during the Life of such Son, in trust to preserve contingent Remainders; with Remainder to the Use of the Son and Sons of his the said Testator's said Son Lord *Robert Grosvenor* who should be born after his the said Testator's Decease, severally, successively, and in remainder according to Priority of Birth in Tail Male; with Remainder to the Use of all and every the Daughter and Daughters of his the said Testator's Body lawfully begotten or to be begotten, and thereafter to be born, whether in his the said Testator's Lifetime or after his Decease, severally, successively,

cessively, and in remainder in Tail Male; with Remainder to the Use of Lady *Eleanor Grosvenor*, the eldest Daughter of the said *Richard Earl Grosvenor*, and her Assigns, for her Life; with Remainder to the Use of the said *Andrew Robert Drummond* and *Charles Drummond*, and their Heirs, during the Life of the said Lady *Eleanor Grosvenor*, in trust to preserve contingent Remainders; with Remainder to the Use of the First and other Sons of the Body of the said Lady *Eleanor Grosvenor* lawfully begotten, severally and successively and in remainder according to Priority of Birth in Tail Male; with Remainder to the Use of the Lady *Mary Francis Grosvenor*, Second Daughter of the said *Richard Earl Grosvenor*, and her Assigns, for Life, without Impeachment of Waste; with Remainder to the Use of the said *Andrew Robert Drummond* and *Charles Drummond*, and their Heirs, during the Life of the said Lady *Mary Francis Grosvenor*, in trust to preserve contingent Remainders; with Remainder to the Use of the First and all and every other the Son and Sons of the Body of the said Lady *Mary Francis Grosvenor* lawfully to be begotten, severally and successively and in remainder according to Priority of Birth in Tail Male; with Remainder to the Use of the Lady *Elizabeth Grosvenor*, the Third Daughter of the said *Richard Earl Grosvenor*, and her Assigns, for Life, without Impeachment of Waste; with Remainder to the Use of the said *Andrew Robert Drummond* and *Charles Drummond*, and their Heirs, during the Life of the said Lady *Elizabeth Grosvenor*, in trust to preserve contingent Remainders; with Remainder to the Use of the First and all and every other the Son and Sons of the Body of the said Lady *Elizabeth Grosvenor* lawfully to be begotten, severally, successively, and in remainder according to Priority of Birth in Tail Male; with Remainder to the Use of Lady *Caroline Amelia Grosvenor*, the Fourth surviving Daughter of the said *Richard Earl Grosvenor*, and her Assigns, for Life, without Impeachment of Waste; with Remainder to the Use of the said *Andrew Robert Drummond* and *Charles Drummond*, and their Heirs, during the Life of the said Lady *Caroline Amelia Grosvenor*, in trust to preserve contingent Remainders; with Remainder to the Use of the First and all and every other the Son and Sons of the Body of the said Lady *Caroline Amelia Grosvenor* lawfully to be begotten, severally, successively, and in remainder according to Priority of Birth; with Remainder to the Use of Lady *Octavia Grosvenor*, the Fifth surviving Daughter of the said *Richard Earl Grosvenor*, and her Assigns, for Life, without Impeachment of Waste; with Remainder to the Use of the said *Andrew Robert Drummond* and *Charles Drummond*, and their Heirs, during the Life of the said Lady *Octavia Grosvenor*, in trust to preserve contingent Remainders; with Remainder to the Use of the First and all and every other the Son and Sons of the Body of the said Lady *Octavia Grosvenor* lawfully begotten, severally, successively, and in remainder according to Priority of Birth in Tail Male; with Remainder to the Use of Lady *Agnes Grosvenor*, the Sixth surviving Daughter of the said *Richard Earl Grosvenor*, and her Assigns, during her Life, without Impeachment of Waste; with Remainder to the Use of the said *Andrew Robert Drummond* and *Charles Drummond*, and their Heirs, during the Life of the said Lady *Agnes Grosvenor*, in trust to preserve contingent Remainders;

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with Remainder to the Use of the First and all and every other the Son and Sons of the Body of the said Lady *Agnes Grosvenor* lawfully to be begotten, severally, successively, and in remainder according to Priority of Birth in Tail Male; with Remainder to the Use of the Lady *Jane Louisa Octavia Grosvenor*, the Seventh surviving Daughter of the said *Richard Earl Grosvenor*, and her Assigns, for Life, without Impeachment of Waste; with Remainder to the Use of the said *Andrew Robert Drummond* and *Charles Drummond*, and their Heirs, during the Life of the said Lady *Jane Louisa Octavia Grosvenor*, in trust to preserve contingent Remainders; with Remainder to the Use of the First and all and every other the Son and Sons of the Body of the said Lady *Jane Louisa Octavia Grosvenor* lawfully to be begotten, severally, successively, and in remainder according to Priority of Birth in Tail Male; with Remainder to the Use of Lady *Theodora Grosvenor*, Eighth surviving Daughter of the said *Richard Earl Grosvenor*, and her Assigns, for her Life, without Impeachment of Waste; with Remainder to the Use of the said *Andrew Robert Drummond* and *Charles Drummond*, and their Heirs, during the Life of the said Lady *Theodora Grosvenor*, in trust to preserve contingent Remainders; with Remainder to the Use of the First and all and every other the Son and Sons of the Body of the said Lady *Theodora Grosvenor* lawfully to be begotten, severally, successively, and in remainder according to Priority of Birth in Tail Male; with Remainder to the Use of all and every other the Daughter and Daughters of the Body of his the said Testator's said Son *Richard Earl of Grosvenor* begotten or to be begotten, and thereafter to be born, whether in his Lifetime or after his Decease, severally, successively, and in remainder according to Priority of Birth in Tail Male; with Remainder to the Use of the First and all and every other the Daughter and Daughters of the Body of the said *Hugh Lupus Lord Viscount Belgrave* to be begotten and thereafter to be born, whether in his Lifetime or after his Decease, severally, successively, and in remainder according to Priority of Birth in Tail Male; with Remainder to the Use of the First and all and every other the Daughter and Daughters of the Body of the said *Gilbert Norman Grosvenor* to be begotten and to be thereafter born, whether in his Lifetime or after his Decease, severally, successively, and in remainder according to Priority of Birth in Tail Male; with Remainder to the Use of the First and all and every other the Daughter and Daughters of the Body of the said *Richard de Aquila Grosvenor* to be begotten and to be thereafter born, whether in his Lifetime or after his Decease, severally, successively, and in remainder according to Priority of Birth in Tail Male; with Remainder to the Use of Lady *Elizabeth Egerton*, eldest surviving Daughter of his the said Testator's said Son *Thomas Earl of Wilton*, and her Assigns, for Life, without Impeachment of Waste; with Remainder to the Use of the said *Andrew Robert Drummond* and *Charles Drummond*, and their Heirs, during the Life of the said Lady *Elizabeth Egerton*, in trust to preserve contingent Remainders; with Remainder to the Use of the First and all and every other the Son and Sons of the Body of the said Lady *Elizabeth Egerton* lawfully to be begotten, severally and successively and in remainder according to Priority of Birth in Tail Male; with Remainder to the Use of Lady *Katharine Grey Egerton*,

Egerton, Second surviving Daughter of the said *Thomas* Earl of *Wilton*, and her Assigns, for her Life, without Impeachment of Waste; with Remainder to the Use of the said *Robert Andrew Drummond* and *Charles Drummond*, and their Heirs, during the Life of the said Lady *Katharine Grey Egerton*, in trust to preserve contingent Remainders; with Remainder to the Use of the First and all and every other the Son and Sons of the Body of the said Lady *Katharine Grey Egerton* lawfully to be begotten, severally and successively and in remainder according to Priority of Birth in Tail Male; with Remainder to the Use of all and every the Daughter and Daughters of the Body of the said *Thomas* Earl of *Wilton* begotten or to be begotten, and thereafter to be born, whether in his Lifetime or after his Decease, severally, successively, and in remainder according to Priority of Birth in Tail Male; with Remainder to the Use of the First and all and every other the Daughter and Daughters of the Body of the said *Arthur Edward Holland* Lord Viscount *Grey de Wilton* lawfully to be begotten and thereafter to be born, whether in his Lifetime or after his Decease, severally, successively, and in remainder according to Priority of Birth in Tail Male; with Remainder to the Use of the First and all and every other the Daughter and Daughters of the Body of the said *Seymour John Egerton* to be begotten and to be thereafter born, whether in his Lifetime or after his Decease, severally, successively, and in remainder according to Priority of Birth in Tail Male; with Remainder to the Use of *Victoria Charlotte Grosvenor*, eldest Daughter of his the said Testator's said Son Lord *Robert Grosvenor*, and her Assigns, for her Life, without Impeachment of Waste; with Remainder to the Use of the said *Andrew Robert Drummond* and *Charles Drummond*, and their Heirs, during the Life of the said *Victoria Charlotte Grosvenor*, in trust to preserve contingent Remainders; with Remainder to the Use of the First and all and every other the Son and Sons of the Body of the said *Victoria Charlotte Grosvenor* lawfully to be begotten, severally, successively, and in remainder according to Priority of Birth in Tail Male; with Remainder to the Use of *Albertine Grosvenor*, the Second Daughter of his the said Testator's said Son Lord *Robert Grosvenor*, and her Assigns, for her Life, without Impeachment of Waste; with Remainder to the Use of the said *Andrew Robert Drummond* and *Charles Drummond*, and their Heirs, during the Life of the said *Albertine Grosvenor*, in trust to preserve contingent Remainders; with Remainder to the Use of the First and all and every other the Son and Sons of the Body of the said *Albertine Grosvenor* lawfully to be begotten, severally, successively, and in remainder according to Priority of Birth in Tail Male; with Remainder to the Use of all and every other the Daughter and Daughters of the Body of his the said Testator's Third Son the said Lord *Robert Grosvenor* lawfully begotten or to be begotten, and thereafter to be born, whether in his Lifetime or after his Decease, severally, successively, and in remainder according to Priority of Birth in Tail Male; with Remainder to the Use of the First and all and every other the Daughter and Daughters of the said *Robert Wellesley Grosvenor* to be begotten and to be thereafter born, whether in his Lifetime or after his Decease, severally, successively, and in remainder according to Priority of Birth in Tail Male; with
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Remainder to the Use of his the said Testator's own right Heirs for ever; and in the said Will was contained a Power for the Person or Persons who for the Time being should be entitled under or by virtue of the said Will to the immediate Estate of Freehold of and in the said Hereditaments and Premises therein-before devised, or any of them, or (being an Infant) for his or her Guardian or Guardians, from Time to Time, by Indenture, to demise and lease the said Hereditaments and Premises, or any of them, or any Part or Parts thereof which they should be in the actual Possession of (other than and except his the said Testator's said Capital Messuage or Mansion House called *Grosvenor House* in *Upper Grosvenor Street* aforesaid), unto any Person or Persons, for any Term or Number of Years not exceeding Thirty-one Years, in possession, but not in reversion or by way of future Interest, at such Rent and upon such Terms and Conditions as in the same Will are contained: Provided also, and the Testator declared his Will to be, that, notwithstanding any thing therein-before contained, it should and might be lawful to and for the Person or Persons who for the Time being should be entitled under or by virtue of his said Will to the immediate Estate of Freehold of and in the said Hereditaments and Premises therein-before devised, or any of them, or (being an Infant) for his or her Guardian or Guardians, from Time to Time, by Indenture or Indentures, to make, execute, and complete any Lease or Leases, Demise or Demises of all or any Part of the Hereditaments and Premises therein-before devised which he the said Testator had, either by himself or his Agents, and either by parol Agreement or by Writing, or in any other Way, agreed or promised to make or execute, at such Rent or Rents and for such Term or Terms as should have been agreed to by him the said Testator, or by his Agents on his Behalf; and also to make any Demise or Lease, Demises or Leases of all or any of the said Messuages, Lands, Tenements, Hereditaments, and Premises therein-before devised, to any Person or Persons who should be willing to build any new Messuage or Messuages, or to repair any of the old Messuages or Tenements, for any Term of Years not exceeding Ninety-nine Years, in possession, or in reversion and by way of future Interest, so that not more than Five Years should be unexpired of the existing Lease or Leases respectively at the Time of granting such Lease or Leases in reversion as aforesaid, and so as upon every such Lease or Demise there should be reserved and made payable during the Continuance thereof the best and most improved yearly Rent or Rents that at the Time of making could be reasonably had or gotten for the same, to commence either immediately or at the Expiration of such existing Lease or Leases, as the Case should be, or any Period or Periods within or not later than Ten Years from the Commencement of the Term or Terms thereby granted, and either wholly, or increasing periodically to the whole Rent, as should be found convenient, without taking or receiving any Sum or Sums of Money or other Consideration by way of Fine or Premium for or in respect of such Lease or Leases, so as none of the Lessees to whom any such last-mentioned Lease or Leases respectively should be made, their, his, or her Executors, Administrators, or Assigns, be made dispunishable for Waste, except in the Case of Leases made for the Purpose of building or repairing, and then only

so far as the Nature of the Case might require, and so as in every such last-mentioned Lease there should be contained a Clause of Re-entry for Nonpayment of the Rent or Rents to be thereby respectively reserved and made payable by the Space of Twenty-one Days after the same should become due (the same being lawfully demanded), and so as such Lessee or Lessees to whom such last-mentioned Lease or Leases should be so made should seal and deliver a Counterpart or Counterparts of such Lease or Leases respectively; provided also, and the Testator did thereby further declare his Will to be, that, notwithstanding any thing therein-before contained, it should and might be lawful to and for the said *Andrew Robert Drummond* and *Charles Drummond*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, at any Time or Times and from Time to Time, with the Consent or Approbation of the Person or Persons who for the Time being should be entitled, under or by virtue of his the said Testator's said Will, to the immediate Estate of Freehold of and in the said Hereditaments and Premises therein-before devised, or any of them, or (being an Infant) of his or her Guardian or Guardians, such Consent and Approbation to be testified in Writing under his, her, or their Hand and Seal or respective Hands and Seals, and attested by One or more credible Witness or Witnesses, by Indenture or Indentures under their, his, or her Hands and Seals or Hand and Seal, to demise and lease all or any Part or Parts of the said Hereditaments and Premises therein-before devised (except as aforesaid) unto any Persons or Persons, for any Term or Number of Years not exceeding Sixty-three Years, or for any less Term or Terms for Years in reversion, so as such Term or Terms so to be granted in reversion do not, together with the Term or Terms for Years then subsisting, exceed in the whole the Term of Sixty-three Years, and so that not more than Twenty Years should be unexpired of the existing Lease or Leases at the Time of granting such Lease or Leases, taking such Fine or Fines, and reserving such yearly Rent or Rents as the said *Andrew Robert Drummond* and *Charles Drummond*, or the Survivor of them, his Executors, Administrators, or Assigns, should in their or his Discretion think fit, such Rent and Rents so to be reserved as aforesaid to be made payable during the Continuance of such Lease or Leases respectively, and to be incident to the Reversion expectant thereon, so as none of the Lessees to whom any such Lease or Leases respectively should be made, their, his, or her Executors, Administrators, or Assigns, be made dispunishable for Waste (except in the Case of Leases made for the Purpose of building or repairing, and then only so far as the Nature of the Case might require), and so as in every such Lease there be contained a Clause of Re-entry for Nonpayment of the Rent or Rents to be thereby respectively reserved by the Space of Twenty-one Days after the same should become due (the same being lawfully demanded), and so as such Lessee or Lessees to whom such Lease or Leases should be made should seal and deliver a Counterpart or Counterparts of such Lease or Leases respectively; provided always, that when any Part of the same Hereditaments and Premises should be leased, in exercise of the Power in that Behalf lastly therein-before contained, all and every such Fine or Fines as last aforesaid should be paid into the Hands of

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the said *Andrew Robert Drummond* and *Charles Drummond*, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor; and the Testator thereby declared, that upon Payment of any Sum or Sums of Money by way of a Fine or Fines, by or on account of any such Lessee or Lessees of all or any Part or Parts of the said Hereditaments and Premises, it should and might be lawful to and for the said *Andrew Robert Drummond* and *Charles Drummond*, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, to sign and give a proper Receipt or Receipts for the Money which should be taken by way of a Fine or Fines for demising or leasing the same, which Receipt or Receipts should be a good and effectual Discharge or good and effectual Discharges to any Lessee or Lessees of the same Hereditaments and Premises, or any Part or Parts thereof respectively, and to his, her, or their respective Executors, Administrators, and Assigns, for the Sum or Sums for which such Receipt or Receipts should be given, and that after such Receipt or Receipts should be so given such Lessee or Lessees, or his, her, or their Heirs, Executors, Administrators, or Assigns, should not be obliged to see to the Application of such Money, nor be answerable or accountable for the Loss, Misapplication, or Nonapplication thereof; and the said Testator thereby declared his Will to be, that all and every the Sum and Sums of Money which should arise and be received by way of Fine or Fines on the granting any such Lease or Leases as aforesaid should with all convenient Speed be applied by them the said *Andrew Robert Drummond* and *Charles Drummond*, or the Survivor of them, his Executors, Administrators, or Assigns, in such Manner as is therein after directed touching or concerning the Monies which should or might arise by Sale or Sales, or be received for Equality of Exchange, under or by virtue of the Power for Sale or Exchange next therein after contained; and in the said recited Will were contained Powers for the said *Andrew Robert Drummond* and *Charles Drummond*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, with such Approbation as therein is mentioned, to sell and exchange the same Hereditaments, except as aforesaid, as usual in Settlements by Will of a similar Nature; and the Testator thereby declared his Will to be, that all and every the Sum and Sums of Money which should or might arise and be received, either upon any such Sale or Sales or Exchange or Exchanges as aforesaid, or by way of Fine or Fines on the granting any such Lease or Leases, should with all convenient Speed be applied by them the said *Andrew Robert Drummond* and *Charles Drummond*, or the Survivor of them, his Executors, Administrators, and Assigns, at their or his Discretion, either in Payment and Discharge of any specific Debts and Incumbrances affecting any of his said Testator's Estates situate in the Parishes of *Saint George Hanover Square* and *Saint John the Evangelist Westminster*, or either of them, in the said County of *Middlesex*, or any Part or Parts thereof, including any Principal Sum or Sums of Money charged thereon or to become charged thereon, or directed to be raised under or by virtue of the said Will, or any of the Powers or Trusts therein contained, or should be laid out and invested by the said *Andrew Robert Drummond* and *Charles Drummond*, and the Survivor of

of them, and the Executors, Administrators, or Assigns of such Survivor, by and with such Consent and Approbation, and so testified as aforesaid, in the Purchase of Lands, Tenements, or Hereditaments, free from all Incumbrances, except Chief Rents or other inconsiderable Outgoings, to be situate somewhere in that Part of *Great Britain* called *England*, or in the Principality of *Wales*, of a clear and indefeasible Estate of Inheritance in Fee Simple in possession, whereof any Part not exceeding One Sixth Part in any One Purchase might be Copyhold of Inheritance, and that the Freehold Lands, Tenements, and Hereditaments so to be purchased should be respectively settled and conveyed to such and the same Uses, and upon such and the same Trusts, and to and for such and the same Intents and Purposes, and charged and chargeable in the same Manner, and with, under, and subject to the same Powers, Provisoos, Limitations, and Declarations as were in and by his said Will declared or expressed of or concerning the Hereditaments thereby devised as aforesaid, and thereby made subject to the Power of Sale and Exchange lastly therein-before contained, or such of them as should be then subsisting undetermined or capable of taking effect; and the said Testator thereby further declared and directed, that until the Monies which should arise either upon any such Sale or Exchange as aforesaid, or by way of Fine or Fines on the granting any such Lease or Leases as aforesaid, should be respectively so applied or invested in the Manner therein-before directed, it should and might be lawful to and for the said *Andrew Robert Drummond* and *Charles Drummond*, and the Survivor of them, and the Executors, Administrators, or Assigns of such Survivor, (by and with such Consent and Approbation and so testified as aforesaid,) to place out such Monies respectively at Interest in the Public Funds or in Government or upon Real Securities in their or his Names or Name, and also from Time to Time (with such Consent and Approbation and so testified as aforesaid) to alter and transpose such Securities or Funds, when and so often as to the Trustees or Trustee thereof for the Time being should seem meet; and the Dividends, Interest, and annual Proceeds which should from Time to Time arise by or in respect of such Monies, or the Funds or Securities whereupon or wherein the same should be invested, or by or in respect of any other Sum or Sums of Money which should come to the Hands of any such Trustees or Trustee for the Time being, by any Alteration or Transposition of such Securities or Funds as aforesaid, should go and be payable and paid to such Person or Persons, and be applied to and for such Uses, Intents, and Purposes, and in such Manner as the Rents and Profits of the Lands and Tenements to be purchased therewith respectively would go or be payable or applicable in case such Purchase or Purchases and Settlement as aforesaid were then actually made: And whereas the said *Robert Marquess of Westminster* departed this Life on the Seventeenth Day of *February* One thousand eight hundred and forty-five, leaving the said *Richard Earl Grosvenor*, who upon the Decease of his said Father became *Richard Marquess of Westminster*, his eldest Son and Heir at Law him surviving, and without having altered or revoked his said recited Will, except as the same was partly altered or revoked by certain Codicils which did not affect the Limitations or Powers in the same Will

Will contained concerning the said Hereditaments in the Parishes of *Saint George Hanover Square* and *Saint John the Evangelist* within the Liberty of *Westminster* aforesaid; and the said Will and Codicils were on or about the Fifteenth Day of *May* One thousand eight hundred and forty-five duly proved by the Executors therein named in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the said Lady *Eleanor Grosvenor* intermarried with the Right Honourable *Algernon Percy* Baron *Prudhoe* in the Lifetime of the said Testator, but hath not any Issue: And whereas the said Lady *Mary Frances Grosvenor* intermarried with the Right Honourable *Thomas Augustus Wolstenholme* Lord *Parker* in the Lifetime of the said Testator, and hath Issue Two Children, *George Augustus Parker* and *Cecil Thomas Parker*: And whereas the said *Thomas Earl Wilton* hath Issue born after the Date of the said Will, but previously to the Decease of the said Testator, One Daughter, named *Alice Magdalen Grey Egerton*: And whereas the said Lord *Robert Grosvenor* hath Issue born after the Date of the said Will, but previously to the Death of the said Testator, One Son, named *Thomas George Grosvenor*, and One Daughter, *Blanche Eleanor*, who is since dead: And whereas the said Lord *Robert Grosvenor* hath Issue born since the Death of the said *Robert* Marquess of *Westminster*, videlicet, One Son, *Norman de l'Aigle Grosvenor*: And whereas no other Issue has been born to the said *Richard Earl Grosvenor*, *Thomas Earl of Wilton*, or Lord *Robert Grosvenor* since the Death of the said Testator: And whereas the said *Richard Earl Grosvenor*, *Hugh Lupus* Lord Viscount *Belgrave*, *Gilbert Norman Grosvenor*, *Richard de Aquila Grosvenor*, *Thomas Earl of Wilton*, *Arthur Edward Holland Grey Egerton* Lord Viscount *Grey de Wilton*, *Seymour John Egerton*, Lord *Robert Grosvenor*, *Robert Wellesley Grosvenor*, Lady *Elizabeth Grosvenor*, Lady *Caroline Amelia Grosvenor*, Lady *Octavia Grosvenor*, Lady *Agnes Grosvenor*, Lady *Jane Louisa Octavia Grosvenor*, Lady *Theodora Grosvenor*, Lady *Elizabeth Egerton*, Lady *Katharine Grey Egerton*, Lady *Alice Magdalen Grey Egerton*, *Victoria Charlotte Grosvenor*, and *Albertine Frances Grosvenor*, survived the said Testator *Robert* Marquess of *Westminster*, and are all respectively still living: And whereas Lady *Elizabeth Grosvenor* hath attained the Age of Twenty-one Years: And whereas the said *Hugh Lupus* Viscount *Belgrave*, *Gilbert Norman Grosvenor* and *Richard de Aquila Grosvenor*, *Arthur Edward Holland Grey Egerton* Viscount *Grey de Wilton*, *Seymour John Egerton*, and *Robert Wellesley Grosvenor*, *Thomas George Grosvenor*, *Norman de l'Aigle Grosvenor*, Lady *Caroline Amelia Grosvenor*, Lady *Octavia Grosvenor*, Lady *Agnes Grosvenor*, Lady *Jane Louisa Octavia Grosvenor*, Lady *Theodora Grosvenor*, Lady *Elizabeth Egerton*, Lady *Katharine Grey Egerton*, Lady *Alice Magdalen Grey Egerton*, *Victoria Charlotte Grosvenor*, and *Albertine Frances Grosvenor*, *George Augustus Parker* and *Cecil Thomas Parker*, are all of them Infants under the Age of Twenty-one Years, and unmarried: And whereas the said Estate of the said *Robert* Marquess of *Westminster* in the Parishes of *Saint George Hanover Square* and *Saint John the Evangelist* within the Liberty of *Westminster* consists almost entirely of Ground appropriated or intended to be appropriated for Building Purposes, the

greater Portion whereof has been already covered with Houses and Buildings, and other Houses and Buildings are in process of building on other Parts of the same Estate: And whereas divers Modes of letting the said Lands and Hereditaments were practised by the said *Robert Marquess of Westminster*; (that is to say,) in some Cases Leases were granted by the said *Robert Marquess of Westminster* without any previous Contract in Writing, in others after formal Contracts in Writing, in other Cases the Amount of Rent to be paid, and the Terms for which the Leases were to be granted, were merely evidenced by Minutes or Entries in a Minute Book kept by the Agents of the said Marquess for that Purpose, and in some Cases the proposed Lessees were satisfied with Letters from the said Marquess or his Agents, containing an Acceptance by or Offer on the Part of the said *Robert Marquess of Westminster* of Terms upon which Leases might be had; and it was the Practice of the said *Robert Marquess of Westminster*, for the Accommodation of Persons taking Ground under any of the aforesaid Modes or Practices of letting, to vary the Amount of the Rent originally stipulated for, and also to vary the Covenants, Provisoos, and Agreements contained in the Contracts in Writing and Leases entered into or granted by him, and to accept Surrenders of Leases, and re-demise the Premises comprised therein by separate Leases and at apportioned Rents: And whereas at the Time of the Death of the said *Robert Marquess of Westminster* divers Persons had taken Parts of the Lands and Hereditaments situate in the aforesaid Parishes, and erected or commenced the Erection of Buildings thereon, or otherwise inclosed or improved such Lands and Hereditaments, or Parts thereof, under the several Practices or Modes of letting so pursued by the said *Robert Marquess of Westminster* as aforesaid, and upon such Faith and in such Confidence as aforesaid some of whom were entitled to have Leases granted to them, others who were entitled to have Contracts executed to them, and others for whom the Terms of their Contracts would have been varied, and other Persons had taken Leases upon the Faith and in Confidence that Surrenders thereof would be accepted, and that the same would be re-demised with such Variations in the Terms of such Leases as the Case required: And whereas the Particulars contained in the First Schedule to this Act express the Substance and Effect of the several Contracts entered into by the said *Robert* late Marquess of *Westminster* in pursuance of any of the Modes or Practices of letting so practised by him as aforesaid as remain wholly or in part unexecuted; and it is just and reasonable that sufficient Powers should be given for carrying such Contracts as specified or ascertained by the said First Schedule into effect: And whereas a Practice was frequently pursued by the said *Robert Marquess of Westminster* which was as follows; (that is to say,) in case the Party having the Benefit of a Contract did procure a larger Amount of Rent to be reserved in and by the respective Leases of the Ground comprised in the Contract than was originally stipulated for in such Contract, or did procure the whole of the Rent originally stipulated for in the Contract to be reserved and made payable in respect of a Portion only of the Ground comprised in the Contract, the said *Robert Marquess of Westminster* permitted the Amount of Rent reserved by the Leases beyond the Rent stipulated

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for

for in the Contract to be deducted from the Rent stipulated for in some other Contract: And whereas the Powers in the said recited Will of the said *Robert Marquess of Westminster* contained, for making, executing, and completing any Lease or Leases, Demise or Demises of the Hereditaments by the said Will devised, which the said Testator had, either by himself or his Agents, and either by parol Agreement or by Writing, or in any other Way, agreed or promised to make or execute, are insufficient for enabling the granting of Leases to the several Persons who took Parts of the said Lands and Hereditaments, and improved or inclosed the same in the Lifetime of the said *Robert Marquess of Westminster* upon such Faith and in such Confidence as aforesaid; nor is there in the said recited Will any Power to vary the Covenants, Provisoes, or Agreements or other the Terms upon which Leases and Contracts were entered into and Possession taken by Lessees in manner aforesaid: And whereas the said *Andrew Robert Drummond* and *Charles Drummond* have respectively declined to accept or act in the Execution of the Trusts reposed in them by the said recited Will of the said *Robert Marquess of Westminster*, and no new Trustees have as yet been appointed in the room of the said *Andrew Robert Drummond* and *Charles Drummond*, or either of them: And whereas it would be highly advantageous to the several Persons for the Time being entitled to Estates under the said recited Will if Power were given to enter into Contracts for Leases of the said Lands and Hereditaments situate in the aforesaid Parishes of *Saint George Hanover Square* and *Saint John the Evangelist* within the Liberty of *Westminster*: Therefore Your Majesty's most dutiful and loyal Subject the said *Richard Marquess of Westminster* doth hereby 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 it shall be lawful for the said *Richard Marquess of Westminster* during his Life, and after his Decease to and for the Persons and Person for the Time being authorized by the said recited Will of the said *Robert Marquess of Westminster* to make any Demise or Lease for any Term not exceeding Ninety-nine Years as aforesaid, by Deed or Deeds, whether indented or not, to demise or lease to the several Persons named in the First Column of the several Divisions of the First Schedule hereto, or the respective Executors or Administrators of such Persons, or the respective Nominees of such Persons or such Executors or Administrators respectively, all or any Part or Parts of the several Lands and Hereditaments mentioned in the same Divisions respectively, or such and so many or such Parts thereof respectively as have not been already leased, and any Messuages and Buildings now standing and being or which shall be standing thereon, with the Rights, Easements, and Appurtenances belonging thereto, for the respective Terms of Years and at the respective Rents mentioned in the Third and Fourth Columns of the same Divisions respectively, and either by One Demise or Lease at the entire Rent, or by several Demises or Leases in Parcels at separate equal or unequal Rents amounting together to the entire Rent, so as no such Rent shall exceed in Amount One Fourth Part of the estimated Rack-rent Value of the Premises

Power to grant Building Leases for Ninety-nine Years.

Premises to be demised when the same shall be completed fit for Occupation, and when the entire Rent shall have been reserved in the Lease or Leases granted of a competent Part or Parts of such Lands and Hereditaments, to demise the Residue thereof (if any) by One or more Lease or Leases at the Rent of a Peppercorn, and in case of Leases to be granted at the Rent of a Peppercorn to grant the same either before or after the Land or Ground to be therein comprised shall be built upon, laid out, or improved, and either with or without any Covenant or Obligation on the Part of the Lessee or Lessees to build upon, lay out, or improve the same; and when and as any Lease or Leases shall be granted of any Part or Parts of such Lands and Hereditaments, the Parts for the Time being leased shall be discharged from any Contract under which the said Lands and Hereditaments may have been originally agreed to be demised; so as in every such Lease or Demise there be contained Covenants on the Part of the Lessee to pay the Rent by such Lease reserved (except in the Case of Peppercorn Rents), and to pay all Sewer Rates and other Rates and Taxes charged upon the said Premises, and to keep in repair any Messuage or Building (if any) then or thereafter to be built on the Ground demised, and to keep such Messuage or Building insured from Damage by Fire to the Amount of Two Thirds of the Value thereof in some or one of the public Offices of Insurance against Fire within a Time to be specified in such Lease, and to surrender and leave in repair the Ground by such Lease demised, and all Buildings (if any) thereon at the End of the Term granted by such Lease, and for authorizing the Entry of the Landlord for the Time being during the Term to view the Condition of the demised Premises; and so as that in every such last-mentioned Lease or Demise there be contained a Proviso or Condition of Re-entry for Non-payment of the Rent thereby reserved (except in the Case of such Rent being a Peppercorn) for any Space not exceeding the Space of Twenty-one Days after the same shall have become due, the same having been lawfully demanded; and so that the respective Lessees execute Counterparts of their respective Leases: Provided always, and it is hereby declared, that it shall not be necessary, in support of any Demise or Lease by which any Parcel of Ground or Premises shall be demised to prove that the entire Rent or any Portion thereof has been previously reserved; and in Cases of Leases granted at a Peppercorn Rent, a Declaration under the Statute for abolishing Oaths and Affirmations in extra-judicial Matters, made by the Steward or Agent of the Person or Persons for the Time being exercising the Power of leasing hereby given, that such entire Rent has been reserved, shall, as regards any Lessee, and all Persons claiming under him, be sufficient Evidence thereof.

II. And whereas under the herein-before mentioned Practice pursued by the said *Robert Marquess of Westminster* a larger Amount of Rent has been reserved by the Leases granted of certain Parts of the Lands and Hereditaments specified and set forth in the First Part of the Second Schedule hereto than was originally stipulated for, and the Amount of Rent so stipulated for, and the Amount of Rent reserved as aforesaid, and the Terms for Years which

Deductions herein mentioned to have been made from reserved Rents to be deemed duly made.

which were agreed to be granted, are respectively specified and set opposite to the respective Descriptions of the Premises in the said First Part of the said Second Schedule hereto: And whereas the total Surplus or Excess of Rent so reserved as last aforesaid amounts to the Sum of Eight hundred and seventy-seven Pounds Nine Shillings and Sixpence, and it is just that the Sum of Eight hundred and seventy-seven Pounds Nine Shillings and Sixpence, less the Sum of Fourteen Pounds Nine Shillings and Sixpence (being the Value of the Difference between the respective Terms of Years mentioned in the First Part of the Second Schedule and the Terms of Years mentioned in the Second Part of the same Schedule), should be deducted from the Amount of the Rents specified in the Seventh Column of the Second Part of the same Schedule as remaining to be reserved: And whereas in the Second Part of the said Second Schedule the Sum of Eight hundred and sixty-three Pounds (being the before-mentioned Sum of Eight hundred and seventy-seven Pounds Nine Shillings and Sixpence, less the aforesaid Sum of Fourteen Pounds Nine Shillings and Sixpence,) has been deducted in certain Proportions from the Rents remaining to be reserved in respect of the Lands and Hereditaments comprised in such Second Part of the said Second Schedule, and the Rents remaining to be reserved after such Deduction are set forth in the Ninth Column of the said Second Part of the said Second Schedule; be it enacted, That such Deduction as aforesaid shall be deemed and taken to be duly made, and as if the same had been made by the said *Robert Marquess of Westminster* in his Lifetime.

Power to enter into new Covenants with Persons holding Contracts.

III. And be it enacted, That in reference to any Contract in Writing entered into by the said *Robert Marquess of Westminster* for a Lease or Leases of any Part or Parts of the said Lands and Hereditaments comprised in the First Schedule hereto, it shall be lawful for the Person or Persons for the Time being hereby authorized to grant Leases from Time to Time (and whether such Contract shall have been already added to or explained by virtue of this Provision or not) to enter into any new Covenants or Agreements with the Person or Persons for the Time being entitled to the Benefit of any such Contract, either in relation to the Apportionment of Rents, or to the leasing of any Part or Parts of the Hereditaments comprised in any such Contract at a Peppercorn Rent or Rents, or to the charging of any Portion or Portions of the Rent agreed by any such Contract to be reserved upon all or any Part of the Hereditaments comprised in any other of such Contracts, in relief or exoneration of the Hereditaments originally charged, or otherwise in relation to the Hereditaments comprised in any such Contract, either with or without reference to the Hereditaments comprised in any other of such Contracts, or to the Lessees Covenants to be contained in any Lease or Leases to be granted pursuant to any such Contract, by way of Addition to or Variation or Explanation of all or any Part of the Covenants and Agreements in any such Contract contained, so as no such Contract when so altered shall authorize the granting of any Lease upon any Terms inconsistent with the Terms of the Leases herein-before authorized to be granted.

IV. And

IV. And be it further enacted, That it shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases as aforesaid to accept or authorize a Surrender or Surrenders of all or any of the Lands and Hereditaments mentioned in the said First Schedule hereto, comprised in any Lease or Leases respectively which may have been granted by the said *Robert Marquess of Westminster*, or may hereafter be granted under this Act, and upon any such Surrender, by any Deed or Deeds, whether indented or not, to demise the Lands and Hereditaments so to be surrendered, or any Part thereof, either together or in Parcels, and either alone or together with any other Part of the Lands and Hereditaments which are hereby authorized to be leased as aforesaid, for any Term of Years in possession, not exceeding the then unexpired Term of the surrendered Lease, with Liberty to reserve the Rent originally reserved by the surrendered Lease upon some specific Portion of the Premises, either as an entire Rent or as an apportioned Rent or Rents issuing out of separate Parcels, and in case the whole of the Rent originally reserved in and by the surrendered Lease shall be reserved in respect of a Part or Parts only of the Hereditaments which shall have been comprised in the surrendered Lease, to demise or lease the Residue thereof, together or in separate Parcels, at the yearly Rent of a Peppercorn; and when and as any new Lease or Leases shall be granted of any Part or Parts of the Lands or Buildings comprised in any surrendered Lease, the Lease so surrendered shall form no Part of the Title at Law or in Equity to the Lease or Leases which may be granted under the Power for that Purpose lastly herein-before contained; and a Declaration under the Statute for abolishing Oaths and Affirmations in extra-judicial Matters, made by the Person or Persons for the Time being exercising the Power of leasing hereby given, or his or her Steward or Agent for the Time being, that the entire Rent mentioned in the surrendered Lease has been reserved in respect of some Portions of the surrendered Property, shall, as regards any Lessee, and all Persons claiming under him, be sufficient Evidence that the entire Rent has been reserved.

Power to accept Surrenders of Leases, to re-demise, and also to demise the Premises entered under the Power for Re-entry.

V. And be it further enacted, That it shall be lawful for the said *Richard Marquess of Westminster*, or other the Person or Persons for the Time being authorized by the said recited Will to make any Demise or Lease for any Term not exceeding Ninety-nine Years, as aforesaid, to confirm any Lease or Leases which hath or have been granted by the said *Robert Marquess of Westminster*, or which may be granted by virtue of this Act, in any Case in which by reason of some technical Error or Informality in granting or executing the same, or in entering into the Contract for granting the same, such Lease or Leases shall be void or voidable, or to grant any Lease or Leases, pursuant to the Powers and subject to the Restrictions herein-before contained, in lieu of such void or voidable Lease or Leases, for any Term or Number of Years not exceeding the then Residue of the Term or Terms of Years granted or purported to be granted by such void or voidable Lease or Leases, and at and under the same yearly Rent or Rents as was or were, or a larger yearly Rent or Rents than was or were reserved in such void or voidable Lease or Leases respectively,

Leases void or voidable for Informality may be confirmed.

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tively, so nevertheless that no Fine or Premium shall be accepted and taken for making any such Confirmation or Confirmations or new Lease or Leases respectively.

Power to
release
Covenants
in certain
Cases.

VI. And whereas it happens in many Cases that the Strictness of the Covenants contained in Leases of the said Lands and Hereditaments operate detrimentally to the Estate, by preventing the Lessees and other Persons from making Improvements and Alterations which would benefit the same Estate, and the Circumstances of the Estate frequently require that many of the Covenants in the same Leases of the said Lands and Hereditaments should become released; be it therefore enacted, That it shall be lawful for the Person or Persons for the Time being hereby authorized to grant Leases as aforesaid, from Time to Time to release and exonerate the Person or Persons to whom any Lease has been granted by the said *Robert Marquess of Westminster*, or to whom any Lease shall have been granted under the Powers of this Act, and the Heirs, Executors, Administrators, and Assigns of such Person or Persons, of and from or in respect of the Observance or Breach of any or either of the Covenants, Agreements, or Conditions in such Lease or respective Leases contained which the Person or Persons for the Time being authorized to grant Leases as aforesaid shall consider may be released without Injury to the said Lands and Hereditaments or any Part or Parts thereof, and of and from any Right of Re-entry in respect of any such Breach, except any Covenant or Agreement for Re-entry on Nonpayment of Rent, and to exonerate (either by Deed or in Writing) any such Person or Persons, his, her, or their Heirs, Executors, Administrators, or Assigns, from the Consequences of any Breach of Covenant that may have occurred; and provided that no Fine, Premium, or Foregift, or any thing in the Nature thereof, shall be taken for the making or doing thereof: Provided always, that no Lease, after any such Release of Covenant, Agreements, or Conditions as aforesaid, shall be inconsistent with the Leases firstly herein-before authorized to be granted; provided also, that a Memorandum or Memorandums of such Release or respective Releases of Covenants, Agreements, or Conditions, signed by the Person or Persons releasing the same, shall be indorsed on the Lease in which the Covenant so released is or may be contained; and it is hereby declared that a Release in part of any such Covenant, Agreement, or Condition shall not prejudice the Continuance thereof in other respects, any Rule of Law to the contrary notwithstanding.

A Memorandum of such Release to be indorsed on the Lease.

Power to enter into Contracts for granting Leases.

VII. And be it enacted, That it shall be lawful for the Persons or Person in whom the respective Powers of leasing for the several Terms of Thirty-one Years, Sixty-three Years, and Ninety-nine Years, contained in the said Will of the said *Robert Marquess of Westminster*, shall for the Time being be vested, at any Time or Times after the passing of this Act to enter into any Contract or Contracts for granting, upon the respective Terms of the said Powers, so far as the same may be applicable and the Case will admit of, a Lease or Leases of all or any Part or Parts of the Lands or Hereditaments thereby authorized to be leased, with the Buildings (if any) which shall be standing thereon; and to agree, when and as

any Land, Ground, or Buildings so agreed to be let, or any Part or Parts thereof, shall be built upon, rebuilt or repaired, laid out, formed, or improved, in the Manner and to the Extent to be stipulated in such Contract or Contracts, by One or more Deed or Deeds, whether indented or not indented, to demise or lease the Land or Ground and Hereditaments mentioned in such Contract or Contracts, and the Buildings thereon (if any) or any of them, or any Part or Parts thereof, to the Person or Persons contracting to take the same, or his, her, or their Executors, Administrators, or Assigns, or to such other Person or Persons as he, she, or they shall nominate or appoint in that Behalf, for and during the Remainder of the Term or Terms to be specified in such Contract or Contracts, and in such Parts or Parcels, and under and subject to such Portions of the yearly Rent or Rents to be specified in such Contract or Contracts as shall be thought proper; but so nevertheless that if the apportioned yearly Rent to be reserved in any such Lease shall bear a greater Proportion to the entire Rent agreed to be reserved than the Quantity of Land to be comprised in such Lease shall bear to all the Land comprised in the Contract, then and in such Case the same apportioned Rent shall not exceed One Fourth Part of the clear yearly Rack-rent Value of the Hereditaments to be comprised in such Lease, when fit for Habitation or Use; and to agree, that when the full Rent agreed to be reserved shall have been reserved in the Lease or Leases granted of a competent Part or competent Parts of the Hereditaments thereby agreed to be demised, the Residue thereof shall be demised by One or more Lease or Leases at the yearly Rent of a Peppercorn; and in case of Leases to be granted at the yearly Rent of a Peppercorn to agree to grant the same, although the Land or Hereditaments comprised therein shall not have been built upon, laid out, or improved; and to agree, that when and as any Lease shall be granted of any Part or Parts of the Hereditaments comprised in such Contract, the Hereditaments so for the Time being leased shall be discharged from such Contract, and that the Person or Persons with whom any such Contract or Contracts shall be entered into shall remain liable in respect of the Part or Parts of the Hereditaments comprised in such Contract which shall not for the Time being be leased, to the Payment of such Portion or Portions of the Rent or Rents by such Contract or Contracts agreed to be paid as may be thought proper, and shall in such Case be provided for.

VIII. Provided always, and be it enacted, That in every such Contract there shall be inserted a Clause or Condition for vacating the same, as to or for Re-entry upon all the Land or Ground therein comprised, and thereby agreed to be let, and which shall not have been demised or let, or any Part thereof, to be described or mentioned in such Contract, if not built upon, laid out, formed, or improved in the Manner and to the Extent stipulated and agreed in such Contract, within a Time to be therein appointed or mentioned, 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 shall accept the same, and execute a Counterpart or Counterparts thereof; and every such Contract shall be carried into effect by a Lease or Leases to be granted

Contracts to contain certain Clauses.

by

by the Person or Persons in whom the Power of leasing contained in the said recited Will of the said *Robert Marquess of Westminster* for the Term of Years by such Contract agreed to be granted shall for the Time being be vested, and shall be subject to such of the Covenants, Conditions, and Restrictions (except the Condition as to the Amount of Rent) contained in the recited Will of the said *Robert Marquess of Westminster* as shall or may be applicable thereto, so far as the same shall be so applicable, or the Nature and Circumstances of each Case shall seem to admit of or require, but not further, although the same may contain such Covenants, Conditions, and Agreements on the Part of the Lessee as the Person or Persons granting such Lease or Leases may think advisable.

After Leases granted, no previous Contract to form Evidence of Title.

IX. And be it enacted, That every Lease which shall purport to be granted by virtue of this Act shall be deemed and taken to be duly granted, and that such Lease, if preceded by a Contract, shall be valid, although such Contract shall not in all respects have been duly observed; and that after any Lease shall have been executed no previous Contract shall form any Part of the Evidence of the Title at Law or in Equity to the same Lease, or the Hereditaments comprised therein; provided that such Lease shall not be inconsistent or at variance with the Provisions herein-before provided for with respect to the Leases hereby authorized to be granted.

Receipts indorsed to be Evidence of Execution of Counterpart.

X. And be it further enacted, That the Receipt of the Person or Persons making every or any Lease or Demise by virtue of this Act, indorsed on such Lease, acknowledging that he has received such Counterpart or Duplicate thereof as is hereby required to be executed of such Lease, shall, in favour of the Lessee, and of all Persons claiming under him, be full and conclusive Evidence that such Counterpart or Duplicate was duly made and executed pursuant to the Provisions of this Act.

Leases to be binding.

XI. And be it further enacted, That every Lease which shall be granted in pursuance of this Act shall be absolutely valid and binding at Law and in Equity upon the said *Eleanor Marchioness of Westminster*, *William Egerton*, and *Edward Drummond*, their Executors, Administrators, and Assigns, *Andrew Robert Drummond* and *Charles Drummond*, their Heirs, Executors, Administrators, and Assigns, and all Persons claiming under them respectively; and that the Right to receive the Rent or Reservations to be reserved or made payable upon any Lease to be granted in pursuance of this Act, and the Right to take advantage of any Proviso or Condition of Re-entry to be contained in such Lease, or any Forfeiture of the Term, Right, or Interest contained thereby, shall from Time to Time be deemed to be vested in the Person or Persons who would for the Time being be entitled to the Possession of the Lands and Hereditaments comprised in such Leases respectively in case the same had not been executed.

This Act not to interfere with the

XII. Provided always, and be it further enacted, That this Act shall not, nor shall any thing herein contained, be construed or deemed

deemed or taken to revoke, repeal, suspend, annul, prejudice, lessen, or affect the Powers in the said Will of the said *Robert* Marquess of *Westminster* expressly or by reference contained, except so far as the same may be affected by the Exercise of any of the Powers of this Act.

Powers in the Will of Robert Marquess of Westminster.

XIII. And be it further enacted, That it shall be lawful for the said Court of Chancery upon Petition, to be preferred in a summary Way by the said *Richard* Marquess of *Westminster*, or the Person or Persons for the Time being beneficially entitled under the Will of the said *Robert* Marquess of *Westminster* to the immediate Estate of Freehold of and in the said Hereditaments and Premises situate in the Parishes of *Saint George Hanover Square* and *Saint John the Evangelist Westminster* aforesaid, from Time to Time to make such Orders as the said Court shall think expedient, just, or reasonable for allowing, taxing, and settling the Costs, Charges, and Expences of and incidental to the applying for, obtaining, and passing this Act, and also all Costs, Charges, and Expences of and incidental to any Applications to the said Court of Chancery in pursuance of this Act, or otherwise in carrying the Trusts and Purposes of this Act into execution.

Court of Chancery, upon Petition, may make Orders for Taxation and Payment of Costs of this Act.

XIV. And be it further enacted, That it shall be lawful for the Trustees or Trustee for the Time being, if any, of the said recited Will, to whom the Monies to arise or be payable for Fines for Renewals of Leases are or shall for the Time being be payable under the Provisions of the same Will, with and out of any Monies which shall be for the Time being in their or his Hands, under the Trusts or Provisions of the same Will, and by the same Will directed to be laid out in the Purchase of Lands and Hereditaments, to pay and defray the Costs, Charges, and Expences of preparing, soliciting, applying for, and obtaining this Act, in like Manner as any specific Debts or Incumbrances affecting any of the said Testator's Estates situated in the Parishes of *Saint George Hanover Square* and *Saint John the Evangelist* within the Liberty of *Westminster*, or either of them, in the said County of *Middlesex*, or any Part or Parts thereof, are in and by the same Will directed to be paid, and as if, as far as the Circumstances will permit, such Sum and Sums of Money, Costs, Charges, and Expences, or the Amount thereof, had been a Sum charged on the same Lands and Hereditaments situate in the same Parishes under or by virtue of the same Will.

Power for Trustees of Will to pay the Expences of Act.

XV. And be it further enacted, That it shall be lawful for the said *Richard* Marquess of *Westminster*, or other the Person or Persons for the Time beneficially entitled to the Rents and Profits of the Lands and Hereditaments devised by the said Will of the said *Robert* Marquess of *Westminster*, to grant or convey, by way of Gift in Fee Simple or for a Term of Years absolute, the Lands and Hereditaments specified in the Third Schedule to this Act, for the Site of a Church or Chapel for the Worship of God, according to the Form of the Church of *England* as by Law established, and of a School-house and Almshouses; and also from Time to Time to grant and convey, by way of Gift in Fee Simple or for a Term of Years, any Quantity

Power for Tenants for Life to grant Sites for Churches.

[Private.]

not exceeding in any One such Gift or Grant Two Roods, and not exceeding in the whole Ten Acres, of the said Lands and Hereditaments, as and for the Site of a Church or Chapel for the Worship of God according to the Form of the Church of *England* as by Law established.

General
Saving.

XVI. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person or Persons, Bodies Politic and Corporate, his, her, and their Successors, Executors, and Administrators, other than and except the said *Wilbraham Egerton* and *Edward Drummond*, *Eleanor* Marchioness of *Westminster*, and the said *Richard* Marquess of *Westminster*, and the Heirs Male of his Body, and the said *Hugh Lupus* Viscount *Belgrave*, and the First and other Sons of the said *Hugh Lupus* Viscount *Belgrave*, and the Heirs Male of their respective Bodies, and the said *Gilbert Norman Grosvenor*, and the First and other Sons of the said *Gilbert Norman Grosvenor*; and the Heirs Male of their respective Bodies, and the said *Richard de Aquila Grosvenor*, and his First and other Sons, and the Heirs Male of their respective Bodies, and all and every other the Son and Sons of the said *Richard* Marquess of *Westminster*, and the Heirs Male of their respective Bodies, and the said *Thomas* Earl of *Wilton*, and the Heirs Male of his Body, and the said *Arthur Edward Holland Grey Egerton* Viscount *Grey de Wilton*, and the First and other Sons of the said *Arthur Edward Holland Grey Egerton* Viscount *Grey de Wilton*, and the Heirs Male of their respective Bodies, and the said *Seymour John Egerton*, and the First and other Sons of the said *Seymour John Egerton*, and the Heirs Male of their respective Bodies, and all and every other the Son and Sons of the said *Thomas* Earl of *Wilton*, and the Heirs Male of their respective Bodies, and the said Lord *Robert Grosvenor*, and the Heirs Male of his Body, and the said *Robert Wellesley Grosvenor*, and the First and other Sons of the said *Robert Wellesley Grosvenor*, and the Heirs Male of their respective Bodies, and the said *Thomas George Grosvenor*, and his First and other Sons, and the Heirs Male of their respective Bodies, and the said *Norman de l'Aigle Grosvenor*, and the Heirs Male of his Body, and all and every other the Son and Sons of the said Lord *Robert Grosvenor*, and the Heirs Male of their respective Bodies, and the said *Eleanor Lady Prudhoe*, and the First and other Sons of the said *Eleanor Lady Prudhoe*, and the Heirs Male of their respective Bodies, and the said Lady *Mary Frances Parker*, and her First and other Sons, and the Heirs Male of their respective Bodies, and the said Lady *Elizabeth Grosvenor*, and her First and other Sons, and the Heirs Male of their respective Bodies, and the said Lady *Caroline Amelia Grosvenor*, and her First and other Sons, and the Heirs Male of their respective Bodies, and the said Lady *Octavia Grosvenor*, and her First and other Sons, and the Heirs Male of their respective Bodies, and the said Lady *Agnes Grosvenor*, and her First and other Sons, and the Heirs Male of their respective Bodies, and the said Lady *Jane Louisa Octavia Grosvenor*, and her First and other Sons, and the Heirs Male of their respective Bodies, and the said Lady *Theodora Grosvenor*, and her First and other Sons, and the Heirs Male of their respective Bodies, and the said Lady *Elizabeth Egerton*, and her

her First and other Sons, and the Heirs Male of their respective Bodies, and the said Lady *Katharine Grey Egerton*, and her First and other Sons, and the Heirs Male of their respective Bodies, and the said Lady *Alice Magdalen Grey Egerton*, and her First and other Sons, and the Heirs Male of their respective Bodies, and the said *Victoria Charlotte Grosvenor*, and her First and other Sons, and the Heirs Male of their respective Bodies, and the said *Albertine Frances Elizabeth Grosvenor*, and her First and other Sons, and the Heirs Male of their respective Bodies, and the said *George Augustus Parker* and *Cecil Thomas Parker*, and the Heirs Male of their respective Bodies, and all and every other the Person and Persons to whom any Estate, Right, Title, Interest, and Inheritance shall have been devised or bequeathed, or descended or devolved, or shall descend or devolve, under or by virtue of the said recited Will of the said *Robert Marquess of Westminster*, and the right Heirs of the said Testator, all such Estate, Right, Title, Claim, and Demand whatsoever, of, in, to, or out of the same Premises, as they, every or any of them, might have had in case this Act had not been passed.

XVII. 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.

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

SCHEDULES to which this Act refers.

FIRST SCHEDULE.

FIRST DIVISION.

Name of Party taking Ground.	Premises agreed to be demised.	Term of Years to be granted.	Amount of Rent to be reserved.
Thomas Cubitt	All those several Pieces or Parcels of Ground in the Parish of St. George Hanover Square, containing 20A. 1R. 20P., or thereabouts, now forming the Sites of the chief Portion of Belgrave Square and Eaton Place; and the Sites of Eaton Place West, of the North-west Side of Eaton Square, of Upper Belgrave Street, Upper Eccleston Street, Elizabeth Street, and the new Street running parallel with such last-mentioned Street, leading from the West End of Eaton Place to the West End of Eaton Square; the Sites of Portions of Lowndes Place and of Lyall Street; the Sites of Belgrave Mews South, Belgrave Mews West, Roberts Mews, Lowndes Mews, Lyall Mews South, Eccleston Mews, and Eaton Place Mews; of Portions of Chesham Mews and Lyall Mews, and of other Streets or Places leading from or connected with the aforesaid Squares, Places, and Mews; which said several Pieces or Parcels of Ground are bounded towards the North-west partly by Halkin Street, partly by the Road formed on the North-west Side of Belgrave Square, and partly by Halkin Street West; towards the West and South-west partly by the Estates of William Lowndes, Esquire, and Earl Cadogan, and in other Part by the aforesaid new Street leading from the West End of Eaton Place to the West End of Eaton Square; towards the South-east by the Road formed on the North-west Side of Eaton Square; and towards the North-east by Belgrave Mews East, and the Houses and Premises formed and built behind the North-east Side of Upper Belgrave Street.	99 Years from Lady Day 1825.	<p style="text-align: center;">£ s. d.</p> Peppercorn.
Thomas Cubitt	All that Piece of Ground in the said Parish of St. George Hanover Square, bounded towards the West by the Basin of the Grosvenor Canal, towards the East by Wilton Road, towards the South by a Wharf and Premises leased to William Herbert, and towards the North by a Wharf and Premises leased to Messrs. Poynder and Hobson.	99 Years from Lady Day 1825.	137 0 0

Name of Party taking Ground.	Premises agreed to be demised.	Term of Years to be granted.	Amount of Rent to be reserved.
Thomas Cubitt	A Wharf and Draw-dock at the North-east Corner of the Grosvenor Basin, between the Wharfs now or formerly occupied by Mr. Vokins and Messrs. Capel.	99 Years from Lady Day 1828.	£ s. d. Peppercorn.
Thomas Cubitt	All those Pieces of Ground situate in the said Parish of St. George Hanover Square, containing 8 A. 2 R. 10 P., or thereabouts, whereon Hugh Street, Eccleston Square, and a Portion of St. George's Road, and other Streets, Mews, and Places, are now forming, which said Pieces of Ground are bounded towards the North-west by the Bank of the Grosvenor Canal, towards the North-east by Belgrave Road, towards the South-east partly by Warwick Street and partly by the Estate of William Sloane Stanley, Esquire, and towards the South-west partly by the Estate of the said William Sloane Stanley and partly by Premises leased to William Rubergall.	90 Years from Lady Day 1837.	143 6 6
Thomas Cubitt	A Piece of Ground containing about 65 Feet in Front, and about 30 Feet in the Rear, and about 100 Feet in Depth, on the South-east Side of Grosvenor Crescent, Belgrave Square, bounded on the North-east and in part on the South-east by Premises of Earl Fitzwilliam, on the South-east in part by a Road or Way leading into Halkin Street, and on the South-west by other Part of the Estate of the Marquess of Westminster.	99 Years from Midsummer 1833.	15 0 0
Thomas Cubitt	A Piece of Ground at the North-east Corner of Belgrave Square, at the Side of and behind Belgrave Chapel, abutting South-east on Halkin Street and North-west on Grosvenor Crescent.	99 Years from Lady Day 1825.	Peppercorn.
Thomas Cubitt	A triangular Piece of Ground intended for a Mews, situate on the North-east Side of Wilton Mews, behind the Houses forming the North-east Side of Wilton Crescent.	99 Years from Midsummer 1832.	37 10 0
Thomas Cubitt	Three Pieces of Ground situate on the North-west Bank of the Grosvenor Canal, and abutting North-west on Pimlico Road, one of which Pieces is bounded on the South-west by the Road leading over Eccleston Bridge, another of such Pieces is bounded towards the North-east by Premises formerly occupied by the London Bread Company, and towards the South-west by the Road leading to Elizabeth Bridge, and the other of such Pieces is bounded towards the North-east by the last-mentioned Road, and towards the South-west by other Parts of the Estate of the Marquess of Westminster leased to George Harrison.	93 Years from Lady Day 1834.	237 6 0
Thomas Cubitt	All that Piece of Ground situate in the said Parish of St. George Hanover Square, containing 30 A. 1 R. 10 P., bounded towards the South-east by the River Thames, towards the North-east by the Premises of the Equitable Gas Light Company, towards the North by a Street or Road formerly called Johnson's Road, but now called Lupus Street, and towards the West by a new Road leading to the River Thames, being a Continuation of Denbigh Street.	99 Years from Michaelmas 1838.	940 0 0

[Private.]

Name of Party taking Ground.	Premises agreed to be demised.	Term of Years to be granted.	Amount of Rent to be reserved.
Thomas Cubitt	All that Piece of Ground situate in the said Parish of St. George Hanover Square, containing 29 A. OR. 10 P., bounded towards the North by Warwick Street, towards the East by Denbigh Street and the new Street, being a Continuation of Denbigh Street, leading to the River Thames, towards the South in part by the River Thames, and in part by a Road formerly called Johnson's Road, and towards the West in part by Ranelagh Road, and in other Part by a Lane leading to the Monster Tavern, and towards the North-west by the Estate of the Reverend Henry Wise, and also a narrow Piece of Ground situate behind the aforesaid Lane and the Estate of the Reverend Henry Wise.	99 Years from Michaelmas 1838.	<p style="text-align: right;">£ s. d.</p> <p style="text-align: right;">576 0 0</p>
Thomas Cubitt	All that Piece of Ground situate in the said Parish of St. George Hanover Square, containing 20 A. 1 R. 25 P., bounded towards the North by Warwick Street, towards the West by Denbigh Street, towards the South by a Road formerly called Johnson's Road, and now called Lupus Street, and towards the North-east by the Common Sewer which divides the said Ground from Portions of the Estate of the Reverend Henry Wise, and over which Sewer a Street called Tachbrook Street is now forming.	99 Years from Michaelmas 1838.	529 0 0
Thomas Cubitt	A Plot of Ground at the South-west End of Eaton Square, containing 1 A. 1 R. 0 P., bounded on the South-east by the King's Road, North-east by a new Street, North-west by a new Street called Eaton Place West, and South-west by Upper Coleshill Street.	87 Years from Lady Day 1837.	7 10 0
Thomas Cubitt	A Plot of Ground at the South-east Corner of Grosvenor Place, with Buildings thereon, comprising the Duke's Hospital, the Feathers Public House, and several Houses, Workshops, and Sheds at the Bottom of Grosvenor Place, on the North Side of Grosvenor Street West and in Osnaburgh Row.	99 Years from Christmas 1841.	5 0 0
SECOND DIVISION.			
Seth Smith	All that Piece or Parcel of Ground situate in the Parish of St. George Hanover Square, containing 1 A. OR. 16 P., or thereabouts, and forming the whole of the Ground between Berwick Street and Belgrave Road, and Gillingham Street and Warwick Street, except the Sites of the Houses Numbers 1. to 10. in Gillingham Street and Numbers 1. to 8. in Warwick Street.	99 Years from Feast Day of St. John the Baptist 1828.	141 17 6
Seth Smith	<p>All those Five Pieces or Parcels of Ground situate in the Parish of St. George Hanover Square, next herein-after mentioned; that is to say,</p> <p>Firstly.—All that Piece of Ground fronting upon Eaton Square aforesaid, and forming the whole</p>	82 Years from 25th May 1842.	7 6 3

Name of Party taking Ground.	Premises agreed to be demised.	Term of Years to be granted.	Amount of Rent to be reserved.
	<p>of the Ground between Elizabeth Street and the House now numbered 35. in Eaton Square aforesaid, leased to the said Seth Smith, which lies between Eaton Square aforesaid and Eaton Mews, and also the small Plot of Ground extending across Eaton Mews aforesaid from the Rear of the Houses Nos. 32. and 33. in Chester Square to the Back of the House now numbered 37. in Eaton Square, which last-mentioned Piece of Ground extends across Eaton Mews aforesaid to the Width of 30 Feet, and prevents a Thoroughfare through the said Mews.</p> <p>Secondly.—All that Piece or Parcel of Ground fronting upon Eaton Square aforesaid, which Piece or Parcel of Ground forms the whole of the Ground lying between Lower Belgrave Street and the House now numbered 14. in Eaton Square, leased to the said Seth Smith, extending from Eaton Square to Eaton Mews South, and the House No. 17. Lower Belgrave Street, leased to T. G. Horwood.</p> <p>Thirdly.—All that Piece or Parcel of Ground fronting on Chester Square, which Piece of Ground now forms the Sites of the several Messuages and Premises numbered 19. to 40. inclusive, in Chester Square aforesaid.</p> <p>Fourthly.—All that Piece of Ground fronting on that Part of Burton Street which lies between Eaton Mews West and Chester Terrace, and which Piece of Ground now forms the whole of the Ground lying between Burton Street, Chester Terrace, Eaton Mews West, and the Rear of the Houses now numbered 14. to 23. inclusive in Chester Terrace, and the Rear of the Houses now numbered 1. to 4. in Elizabeth Street.</p> <p>Fifthly.—All that Piece or Parcel of Ground now forming the Sites of the Stabling in Wilton Mews North, built by the said Seth Smith.</p>		£ s. d.
Richard Nichols	<p style="text-align: center;">THIRD DIVISION.</p> <p>All that Piece or Parcel of Ground fronting on Upper Ebury Street, and including the Sites of the Houses in the same Street now or formerly numbered 41. to 45. inclusive.</p>	62 Years from 25th March 1842.	88 0 0
Joseph Cundy	<p style="text-align: center;">FOURTH DIVISION.</p> <p>All those Pieces or Parcels of Ground situate in the Parish of St. George Hanover Square next herein-after mentioned ; that is to say,</p> <p>Firstly.—All that Piece of Ground fronting on Burton Street, and which Piece or Parcel of</p>	99 Years from Christmas 1824.	68 18 0

Name of Party taking Ground.	Premises agreed to be demised.	Term of Years to be granted.	Amount of Rent to be reserved.
	<p>Ground forms the whole of the Ground lying between the Premises now numbered 5. in Burton Street, built by John Newson, and the House now numbered 30. in the same Street, built by Joseph Cundy, and extending from Burton Street aforesaid to the Backs of the Houses now numbered 26. to 39. inclusive in Coleshill Street.</p> <p>Secondly.—All that Piece or Parcel of Ground in Burton Street aforesaid, fronting in Burton Street, from Minera Street to St. Peter's Grammar School, and extending from Burton Street to Ground on the East of Ebury Chapel, and the Rear of the Houses in Coleshill Street, from No. 1. to the Corner House in Minera Street aforesaid.</p>		£ s. d.
Joseph Cundy -	All that Piece or Parcel of Ground in the Parish of St. George Hanover Square, now forming the Site of the Saw Mills, Dwelling House, and Premises called the Ranelagh Works, and now or lately in the Occupation of Joseph Cundy.	40 Years from Lady Day 1864.	184 0 0
FIFTH DIVISION.			
John Newson -	All those Pieces or Parcels of Ground which by a Contract dated 16th April 1839 are agreed to be demised by the said Robert Marquess of Westminster to the said John Newson.	80 Years from Lady Day 1838.	17 0 0
SIXTH DIVISION.			
George Watkins	All those Pieces or Parcels of Ground on the North-west Side of Ebury Street which by a Contract dated 14th January 1840 are agreed to be demised by the said Robert Marquess of Westminster to the said George Watkins.	84 Years from Feast Day of the Annunciation of the Blessed Virgin Mary 1839.	63 18 0
SEVENTH DIVISION.			
James Ponsford	Nine Houses, with the Appurtenances, erected on the Site of the Mansion House and Premises lately occupied by Lord Clarendon, Three of which Houses stand in North Audley Street, and the remaining Six in North Row.	63 Years from Lady Day 1845.	29 0 0 per Annum for the first 13 Years, and 98ℓ. for the Remainder of the Term.
EIGHTH DIVISION.			
Thomas Jackson	A Wharf in the Commercial Road, Pimlico, lying between Ground belonging to the Chelsea Waterworks Company and another Wharf in the Occupation of the said Thomas Jackson.	99 Years from Lady Day 1840.	Peppercorn first 2 Years, 45ℓ. per Annum next Two Years, 179ℓ. for the Remainder of the Term.

Name of Party taking Ground.	Premises agreed to be demised.	Term of Years to be granted.	Amount of Rent to be reserved.
NINTH DIVISION.			
John Cuthell -	Several Messuages and Premises, the Site of the Swan Yard, and Stabling in Oxford Street, North Row, and George Street, formerly occupied by James Richards.	63 Years from Lady Day 1844.	£ s. d. 28 0 0
TENTH DIVISION.			
James and William Simpson.	Nine Messuages or Dwelling Houses fronting on Belgrave Road, and being the First Nine Houses Southward from the Towing Path on the East Side of Belgrave Road.	90 Years from Lady Day 1837.	17 0 0
ELEVENTH DIVISION.			
Earl Fitzwilliam	A Plot of vacant Ground on the South Side of Halkin Street, Belgrave Square, abutting upon Premises leased to John Hall.	59 Years from Lady Day 1845.	20 0 0
TWELFTH DIVISION.			
Thomas Postans	All that Piece or Parcel of Ground situate in the Parish of Saint George Hanover Square, on the North Side of Princes Row, and fronting on Princes Row aforesaid, and abutting on the North and West on Premises leased to Thomas Postans, and towards the East on Premises leased to John Frederick Scott.	70 Years from Lady Day 1837.	22 0 0

Thomas Cundy.
A. Howard.

SECOND SCHEDULE.

PART THE FIRST.

1st.	2d. Name of Party taking Ground.	3d.	4th. Term of Years agreed to be granted.	5th. Ultimate Rent agreed to be reserved.	6th. Amount of Rents reserved by Leases already granted.	7th. Amount of surplus Rents reserved.
		PREMISES AGREED TO BE DEMISED.				
1.	Thomas Cubitt	All those several Pieces or Parcels of Ground in the Parish of Saint George Hanover Square, containing 20 A. 1 R. 20 P., or thereabouts, now forming the Sites of the chief Portion of Belgrave Square and Eaton Place; and the Sites of Eaton Place West, of the North-west Side of Eaton Square, of Upper Belgrave Street, Upper Eccleston Street, Elizabeth Street, and the new Street running parallel with such last-mentioned Street, leading from the West End of Eaton Square; the Sites of Portions of Lowndes Place and of Lyall Street; the Sites of Belgrave Mews South, Belgrave Mews West, Roberts Mews, Lowndes Mews, Lyall Mews South, Eccleston Mews, and Eaton Place Mews; of Portions of Chesham Mews and Lyall Mews, and of other Streets or Places leading from or connected with the aforesaid Squares, Places, and Mews; which said several Pieces or Parcels of Ground are bounded towards the North-west partly by Halkin Street, partly by the Road formed on the North-west Side of Belgrave Square, and partly by Halkin Street West; towards the West and South-west partly by the Estates of William Lowndes, Esquire, and Earl Cadogan, and in other Part by the aforesaid new Street leading from the West End of Eaton Place to the West End of Eaton Square; towards the South-east by the Road formed on the North-west Side of Eaton Square; and towards the North-east by Belgrave Mews East, and the Houses and Premises formed and built behind the North-east Side of Upper Belgrave Street.	99 Years from Lady Day 1825.	£ s. d. 3,318 10 0	£ s. d. 3,594 9 6	£ s. d. 275 19 6
2.	Thomas Cubitt	Ground on the West Side of Vauxhall Bridge Road abutting on Wilton Road and Gillingham Street, described in a Plan drawn on an Agreement dated 3d May 1826, made between Robert Marquess of Westminster of the one Part and the said Thomas Cubitt of the other Part, all of which has been leased to Mr. Cubitt or his Nominees.	99 Years from Midsummer 1825.	229 10 0	704 0 0	474 10 0
3.	Thomas Cubitt	Wharf and Draw-dock at the North-east Corner of Grosvenor Basin, between the Wharfs now or formerly occupied by Mr. Vokins and Messrs. Capel.	99 Years from Lady Day 1828.	110 0 0	130 0 0	20 0 0
4.	Thomas Cubitt	Plots of Ground in Grosvenor Street, Little Grosvenor Street, Grosvenor Mews, and Davies Street, all of which have been leased to Mr. Cubitt, or his Nominees.	Terms equal to 75 Years from Lady Day 1844.	466 0 0	573 0 0	107 0 0
				4,124 0 0	5,001 9 6	877 9 6

PART THE SECOND.

1.	2. Name of Party taking Ground.	3. PREMISES AGREED TO BE DEMISED.	4. Term of Years agreed to be granted.	5. Ultimate Rents agreed to be reserved.	6. Amount of Rents reserved by Leases already granted.	7. Amount of Rents remaining to be reserved.	8. Proportions in which the surplus Rent mentioned in the 7th Column of the First Part of this Schedule is applied in reduction of Rents.	9. Amount of Rents to be reserved, after deducting the Sums mentioned in the 8th Column of the Second Part of this Schedule.
No.1.	Thomas Cubitt	A Plot of Ground at South-east Corner of Grosvenor Place, with Buildings thereon, comprising the Duke's Hospital, the Feathers Public House, and the several Houses, Workshops, and Sheds at the Bottom of Grosvenor Place, on the North Side of Grosvenor Street West, and in Osnaburgh Row.	99 Years from Christmas 1841.	£ 460 0 0	£ 120 0 0	£ 340 0 0	£ 335 0 0	£ 5 0 0
No.2.	Thomas Cubitt	A Plot of Ground at South-west End of Eaton Square, bounded on the South-east by the King's Road, North-east by a new Street, North-west by a new Street called Eaton Place West, and South-west by Upper Colerhill Street.	87 Years from Lady Day 1837.	187 10 0	None.	187 10 0	180 0 0	7 10 0
No.3.	Thomas Cubitt	All that Piece of Ground in the said Parish of St. George Hanover Square, containing 29 A. 0 R. 10 P., bounded towards the North by Warwick Street, towards the East by Denbigh Street and the new Street, being a Continuation of Denbigh Street, leading to the River Thames, towards the South in part by the River Thames, and in part by a Road formerly called Johnsons Road, and towards the West in part by Ranelagh Road, and in other Part by a Lane leading to the Monster Tavern, and towards the North-west by the Estate of the Reverend Henry Wise, and also a narrow Piece of Ground situate between the aforesaid Lane and the Estate of the Reverend Henry Wise.	99 Years from Michaelmas 1838.	1,120 0 0	196 0 0	924 0 0	348 0 0	576 0 0
							£ 863 0 0	

THIRD SCHEDULE.

All that Piece of Ground situate in the Parish of Saint George Hanover Square aforesaid, on the South Side of Queen Street adjoining, towards the South on Ranelagh Grove, towards the East on other Ground leased to Robert Adams and John Bryant, and towards the West on Ground contemplated to be formed into a Street, to be called Upper West Street; and which Piece of Ground contains in Breadth from East to West at the North End Ninety-four Feet, little more or less; at the South End (including the Curve at the South-west Corner), One hundred and thirty-six Feet, little more or less; and in Depth from North to South, on the East Side, One hundred and forty-eight Feet Six Inches, little more or less; and on the West Side, One hundred and ninety Feet, little more or less.

Thomas Cundy.
A. Howard.

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