ANNO QUINQUAGESIMO TERTIO

GEORGII III. REGIS.

Cap. 209.

An Act for enabling the Archbiſhop of *Canterbury* to convey certain Tenements at *Deal*, in the County of *Kent*, to or in Truſt for His Majeſty, for the Public Service. [10th *July* 1813.]

WHEREAS by an Act paſſed in the Fifty-firſt Year of the Reign of His preſent Majeſty, intituled *An Act for enabling the Archbiſhop of* Canterbury *to grant building and repairing Leaſes of Eſtates at* Deal *and* Cliffe, *in the County of* Kent, *belonging to the See of* Canterbury, *and for other Purpoſes*, after reciting, amongſt other Things, that *Charles* Lord Archbiſhop of *Canterbury*, in Right of his See, was ſeiſed of or entitled to divers Meſſuages or Tenements, Lands and Grounds, in the Town and Borough and Pariſh of *Deal*, in the County of *Kent*, and in the Pariſh of *Saint Magaret* at *Cliffe*, in the ſame County, ſeveral Parts whereof were or might be required for the Public Service, it was enacted, that it ſhould be lawful for the ſaid *Charles* Lord Archbiſhop of *Canterbury*, and his Succeſſors from Time to Time, as to ſuch of his Lands and Grounds ſo required for the Public Service, then built upon or capable of Improvement by building, ſituate in the Town and Borough and Pariſh of *Deal* aforeſaid, and in the Pariſh of *Saint Margaret* at *Cliffe* aforeſaid, and more particularly mentioned and deſcribed in the Schedule to the ſaid Act annexed, as were and ſhould from Time to Time be out of Leaſe, ſolely and alone with the Approbation of the 51 G. 3.

High Court of Chancery; and as to ſuch of his and their ſaid Lands and Gounds, and the Houſes and Buildings then erected or to be erected thereon, as were or ſhould be in leaſe to any Perſon or Perſons for Years, or on any Life or Lives, jointly and with the Concurrence of the original Leſſee or Leſſees for the Time being thereof, or his or their Heirs, Executors, Adminiſtrators, and Aſſigns reſpectively, by Indenture or Indentures, to be ſealed and delivered by the Lord Archbiſhop for the Time being; and alſo as to ſuch Leaſes as were to be granted jointly or with ſuch Concurrence as aforeſaid, to be ſealed and delivered by ſuch Leſſee or Leſſees, or his or their Heirs, Executors, Adminiſtrators, or Aſſigns reſpectively, to demiſe and leaſe all or any Part of the ſame Lands and Grounds, Houſes and Buildings reſpectively for any Term of Years, not exceeding Ninety-nine Years in Poſſeſſion, or by way of immediate Reverſion, to any Perſon or Perſons, in Truſt for His Majeſty or His Succeſſors, for the Public Service, with and under the Reſtrictions therein mentioned: And it was thereby provided and enacted, that it ſhould be lawful for the ſaid Archbiſhop and his Succeſſors, with the Approbation of the ſaid Court, in lieu of the Rent or Share thereby required to be reſerved to the ſaid Lord Archbiſhop and his Succeſſors, upon any Leaſe or Leaſes thereby authoriſed to be made, to accept and make payable in Manner therein-after mentioned, as or in the Nature of a Fine, ſuch Sum or Sums of Money in Groſs as ſhould be Equivalent to the Rent or Share of Rent by the ſaid Act required to be reſerved by any ſuch Leaſe or Leaſes reſpectively; ſo that in every ſuch Leaſe there ſhould be reſerved to the Lord Archbiſhop and his Succeſſors an annual Rent, equal to or exceeding the Rent reſerved by the laſt preceding Leaſe of the ſaid Lands or Grounds, or a due Proportion of ſuch Rent, in caſe the ſame ſhould have been reſerved for ſuch Lands or Grounds jointly with other Lands or Tenements: And it was thereby further enacted, that all Monies ariſing from the Fines ſo to be taken ſhould be paid into the Bank of *England*, in the Name and with the Privity of the Accountant General of the ſaid Court, to be placed to his Account there *ex parte* the Archbiſhop of *Canterbury*; and Proviſion was thereby made for having the Monies ſo to be paid into the Bank, or the Monies to be produced by Sale of the Navy, Victualling, Tranſport, or Exchequer Bills, to be purchaſed with any of ſuch Monies, or with the Intereſt of any of ſuch Bills, in Manner therein directed, laid out under the Direction of the ſaid Court in the Purchaſe of Freehold Hereditaments and Copyhold Hereditaments convenient to be held therewith, (ſuch Copyhold not to exceed in value One-ſixth Part of the Freehold Premiſes,) to be ſituate in or near the Dioceſe of *Canterbury*, to be ſettled to the Uſe of the ſaid Lord Archbiſhop and his Succeſſors in the ſaid See of *Canterbury*; and which it was thereby enacted ſhould from the Time of the Aſſurance thereof be annexed to and for ever thereafter continue, and be Part of the ſaid See: And whereas by an Indenture of Leaſe, bearing Date the Twelfth Day of *December*, in the Year of our Lord One thouſand eight hundred and twelve, and made between the ſaid *Charles* Lord Archbiſhop of *Canterbury* of the one Part, and Sir *Thomas Boulden Thompſon* Baronet, Comptroller, Sir *Francis John Hartwell* Baronet, Deputy Comptroller, and Sir *William Rule* Knight, and *Henry Peake* Eſquire, joint Surveyors, Four of the principal Officers and Commiſſioners of His Majeſty's Navy (on Behalf of His ſaid Majeſty) of the other Part; reciting an Indenture of Leaſe bearing Date on or about the

Indenture of Leaſe dated 12th of December 1812.

Twenty-fourth Day of *June* One thouſand eight hundred and ten, and made between the ſaid Lord Archbiſhop of the one Part, and the ſaid Sir *Thomas Boulden Thompſon*, Sir *Francis John Hartwell*, Sir *William Rule*, and *Henry Peake* of the other Part; whereby the ſaid Lord Archbiſhop demiſed unto them, in Truſt for His ſaid Majeſty, His Heirs and Succeſſors, all that Piece or Parcel of Land or Ground, lying in the Pariſh of *Deal* in the County of *Kent*, being Part of the Lord Archbiſhop's Waſte Land and Sea Beach, belonging to the Manor of *Deal Prebend*, and bounded on the North Side thereof by Ground then or then late let to *John Baker* Eſquire, and extends from the ſaid Ground to the new Wall of the Entrance to the Storehouſes therein-after mentioned Sixty-ſix Feet, little more or leſs, from North to South and from Eaſt to Weſt, from the High-water Mark of the Sea to the Dwelling Houſe then or then late in the Poſſeſſion of *George Lawrence* Eſquire: And alſo, all that Piece or Parcel of Land or Ground in the ſaid Pariſh of *Deal*, being Part of the ſaid Lord Archbiſhop's Waſte Land and Sea Beach belonging to his ſaid Manor, whereon were Storehouſes for the Service of His Majeſty's Ships in the *Downs*; and which ſaid laſt mentioned Ground contains in Front from North to South towards the Sea Two hundred Feet of Aſſize, little more or leſs; and into the Land Eaſt and Weſt One hundred and fifty Feet of Aſſize, little more or leſs, and is bounded on the North Side thereof by the Piece of Land or Ground therein-before mentioned and intended to be thereby demiſed, and on the South Side thereof by the Piece of Land or Ground next therein-after mentioned and intended to be thereby demiſed: And alſo, Five Feet of Ground then or then lately uſed as a Footway without the Wall of the ſaid Storehouſes on the South Side thereof; and Five Feet of Ground then uſed as a Footway on the Weſt Side thereof next the Country, and contains by Admeaſurement, together with the ſaid Footway, Two Roods and Thirty-nine Perches, little more or leſs: And alſo, all that Capſtan and Beach Ground lying between the Sea and the ſaid Premiſes laſt mentioned, containing from North to South Two hundred and ten Feet of Aſſize, little more or leſs; and from the Front of the ſaid Storehouſes to the High-water Mark of the Sea Eighty Feet of Aſſize, little more or leſs, and contains by Admeaſurement One Rood Twenty-one Perches and an Half, little more or leſs: And alſo, all that Piece or Parcel of Land lying in the Pariſh of *Deal* aforeſaid, being Part of the Waſte Land and Sea Beach of the ſaid Lord Archbiſhop belonging to his ſaid Manor of *Deal Prebend*, containing in Length from a Stump or marked Poſt, on the ſaid Five Feet Path or Footway near the ſaid Storehouſes, therein-before mentioned, North, and from thence in a ſtraight Line towards *Deal* Caſtle to another Stump or marked Poſt there fixed, South, Three hundred and ſeventy-nine and an Half Feet, or thereabouts, were the ſame more or leſs, and in Breadth from the ſaid laſt-mentioned Stump or marked Poſt, to another Stump or marked Poſt, at High-water Mark, towards the Eaſt, Two hundred and thirty-one Feet or thereabouts, little more or leſs, which ſaid Piece of Land laſt mentioned contains in the Whole Two Acres and Two Perches or thereabouts, were the ſame more or leſs, and is bounded on the North Side thereof by the Piece of Land and Premiſes laſt therein-before mentioned, and intended to be thereby demiſed, and on the South Side thereof by the Piece of Land next therein-after mentioned and intended to be thereby demiſed, on the Weſt by other Waſte Lands of the ſaid Lord Archbiſhop, belonging to his

his ſaid Manor of *Deal Prebend*, and on the Eaſt by the High-water Mark of the Sea: And alſo, all that Piece or Parcel of Land lying in the Pariſh of *Deal* aforeſaid, being other Part of the Waſte Land and Sea Beach of the ſaid Lord Archbiſhop, belonging to the ſaid Manor of *Deal Prebend*, being bounded on the North Side thereof by the Piece or Parcel of Ground laſt therein-before mentioned, and extending from the ſame Southward Eighty Feet of Aſſize, little more or leſs; and from the High-water Mark of the Sea, on the Eaſt, Weſtward Two hundred and thirty-one Feet or thereabouts, little more or leſs; and is bounded on the South and Weſt Sides thereof by other Waſte Lands of the ſaid Lord Archbiſhop, belonging to the ſaid Manor of *Deal Prebend*, and on the Eaſt Side thereof by the High-water Mark of the Sea: And alſo, all that Piece or Parcel of Capſtan Ground, lying in the Pariſh of *Deal* aforeſaid, being Part of the ſaid Lord Archbiſhop's Waſte Land and Sea Beach, belonging to his ſaid Manor, and which ſaid Piece or Parcel of Capſtan Ground was then late in the Occupation of *John Baker* Eſquire; and is bounded on the South by the firſt-mentioned Piece or Parcel of Ground therein-before deſcribed, and contains from North to South, at each End thereof, Forty-five Feet of Aſſize, little more or leſs; and from Eaſt to Weſt, from the High-water Mark of the Sea, to the Road leading from the *Middle Street*, along the King's Buildings to *Deal* Caſtle, One hundred and fifty Feet of Aſſize, little more or leſs: And alſo, all that Piece or Parcel of Land, Part of *Deal Prebend*, with the Buildings thereon erected, ſituate at the South-weſt Side of the Town of *Deal* aforeſaid, being Part of certain Lands called the *Outgrounds*, containing Sixty-ſeven Feet from North to South on the Eaſt and Weſt Sides thereof, and One hundred and forty-ſeven Feet from Eaſt to Weſt, on the North and South Sides thereof, little more or leſs; abutting South and Weſt on Lands, Part of the ſaid *Deal Prebend*, then or then late let to *John May* and *William White*; Eaſt on the Road leading from *Dover* to the *Lower Street* in *Deal*, and North on Land Part of the ſaid *Deal Prebend* let to *Gammon*; and which ſaid Piece or Parcel of Land was then uſed for the Service of His Majeſty; to hold to them the ſaid Sir *Thomas Boulden Thompſon*, Sir *Francis John Hartwell*, Sir *William Rule* and *Henry Peake*, their Executors, Adminiſtrators, and Aſſigns, from the making thereof, for the Term of Twenty-one Years, at and under the yearly Rents, and ſubject to the Covenants and Agreements therein expreſſed and contained, on the Part and Behalf of them the ſaid Sir *Thomas Boulden Thompſon*, Sir *Francis John Hartwell*, Sir *William Rule* and *Henry Peake*, their Succeſſors and Aſſigns, to be kept, done, and performed: And alſo reciting an Indenture of Leaſe, bearing Date the Twenty-ninth Day of *September* One thouſand eight hundred and five, and made between the ſaid Lord Archbiſhop of the one Part, and *John Cavell* of *Deal* aforeſaid, Boatbuilder, of the other Part; whereby the ſaid Lord Archbiſhop demiſed to the ſaid *John Cavell*, All that Piece or Parcel of Ground, ſituate, lying, and being in *South Street* in *Lower Deal*, in *Deal* aforeſaid, with a new erected Brick Building uſed for the drying of Herrings, a large School Room with Workſhop under the ſame, a new erected Plumber and Glazier's Shop, a large Boathouſe and Workſhop, Timber Yard, Coal Yard, and ſundry Sheds erected and built on ſome Part thereof, with the Garden and Appurtenances to the ſame belonging, abutting to a Five Feet Path or Paſſage towards the Eaſt, to Premiſes demiſed to *Edward Iggulden* towards the Weſt, to *South Street* North,

and

and to Premiſes demiſed to the Reverend *Montague Pennington* towards the South; and the ſame were then in the Tenure or Occupation of the ſaid *John Cavell* and his Undertenants or Aſſigns; to hold the ſame to the ſaid *John Cavell*, his Executors, Adminiſtrators, and Aſſigns, from the ſaid Twenty-ninth Day of *September* One thouſand eight hundred and five, for the Term of Twenty-one Years, under the Rents and Covenants therein contained, on his and their Parts to be paid, done, and performed: And alſo reciting an Indenture of Leaſe, bearing Date the Eighteenth Day of *October* One thouſand eight hundred and five, and made between the ſaid Lord Archbiſhop of the one Part, and *Edward Iggulden* of *Deal* aforeſaid, Brewer, of the other Part; whereby the ſaid Lord Archbiſhop demiſed to the ſaid *Edward Iggulden*, all that Piece or Parcel of Ground lying intermixed with the ſaid laſt-mentioned Piece or Parcel of Ground, upon Part whereof had then lately been erected and built a Stable and Coach-houſe, and lying oppoſite to the *Walmer Caſtle* Inn in *South Street* in *Deal* aforeſaid, abutting to the therein-before mentioned Premiſes towards the Eaſt, Weſt, and South, and to *South Street* North, and the ſame was then in the Tenure of *Solman*; to hold to the ſaid *Edward Iggulden*, his Executors, Adminiſtrators, and Aſſigns, for the Term of Twenty-one Years, at and under the Rents and Covenants therein contained: And alſo reciting an Indenture of Leaſe, bearing Date the ſaid Eighteenth Day of *October* One thouſand eight hundred and five, and made between the ſaid Lord Archbiſhop of the one Part, and the Reverend *Montague Pennington* of *Deal* aforeſaid, Executor of *Elizabeth Carter* deceaſed, of the other Part; whereby the ſaid Lord Archbiſhop demiſed unto the ſaid *Montague Pennington*, all that Piece or Parcel of Meadow or Paſture Land lying and being at the South End of the Town of *Deal* aforeſaid, and containing by Admeaſurement in Length, from North to South, Thirty-five Rods and Two Feet; and in ſquare Contents by Eſtimation Two Acres and a Quarter, little more or leſs, through which runs a Common Sewer, being Part of the Manor of *Deal* otherwiſe *Deal Prebend*; abutting to the King's Highway towards the Weſt, to Lands, Part of *Deal Prebend* demiſed to *John Cavell*, towards the North and South; and to the Five Feet Walk, leading to *Deal* Caſtle, towards the Eaſt; together with all Erections and Buildings erected and built thereon, or on ſome Part thereof, (excepting thereout to the ſaid Lord Archbiſhop and his Succeſſors, all Mines, Minerals, Quarries, and Timber Trees,) and the ſame were then in the Tenure of the ſaid *Montague Pennington*, *Sylveſter Eaſtes*, *Joſeph Trounſel*, *William Monday*, *William Solman*, *James Tomlin*, *John Wiſe*, *James Agar*, *Thomas Cox*, *Thomas Hayward*, the Commiſſioners under the Act of Parliament for paving the ſaid Town of *Deal*, and *William White* Eſquire, ſome or One of them, their or ſome or One of their Undertenants or Aſſigns; to hold to the ſaid *Montague Pennington*, his Executors, Adminiſtrators, and Aſſigns, from the Date thereof for the Term of Twenty-one Years, at and under the Rents and Covenants therein reſerved and contained, on his and their Part to be paid, done, and performed; and alſo reciting an Indenture of Leaſe, bearing Date the ſaid Eighteenth Day of *October* One thouſand eight hundred and five, and made between the ſaid Lord Archbiſhop of the one Part, and the ſaid *John Cavell* of the other Part; whereby the ſaid Lord Archbiſhop demiſed to the ſaid *John Cavell*, all that Piece of Ground near *Deal* Caſtle, on which was built a Shed, containing Two Roods and Thirty Perches, (were the ſame more or leſs,) being

being Part of a certain Piece of Land called *The Valley*, Part of *Deal Prebend*; abutting to other Part of the ſaid Land towards the North, to the Highway towards the Weſt, to the Lands next therein-after mentioned towards the South, and to the Five Feet Walk leading to *Deal* Caſtle towards the Eaſt: And alſo, all that other Piece of Land abutting to the laſt-mentioned Premiſes towards the North, to the King's Highway towards the Weſt, and to the Highway leading to the Five Feet Walk and other Premiſes demiſed to the ſaid *John Cavell*, towards the South and Eaſt, and containing by Eſtimation One Rood, were the ſame more or leſs (excepting thereout to the ſaid Lord Archbiſhop and his Succeſſors all Royalties, Mines, Minerals, Quarries, and Timber Trees); to hold to the ſaid *John Cavell*, his Executors, Adminiſtrators, and Aſſigns, from the making thereof for the Term of Twenty-one Years, at and under the Rents and Covenants therein reſerved and contained, on his and their Part to be paid, done, and performed; and alſo reciting the ſaid Act of the Fifty-firſt Year of the Reign of His ſaid Majeſty; and that the ſaid ſeveral Pieces or Parcels of Ground, and other the Premiſes therein-before mentioned and therein-after mentioned and intended to be thereby demiſed, were Parcel of the Premiſes in *Deal* aforeſaid, compriſed in the Schedule to the ſaid Act; and that the ſaid principal Officers and Commiſſioners had purchaſed, or were about to purchaſe, the ſaid ſeveral Indentures of the Twenty-ninth Day of *September* and the Eighteenth Day of *October* One thouſand eight hundred and five, and had applied to have a full Term of Twenty-one Years in Poſſeſſion made up to them, in all the ſaid ſeveral Indentures of Leaſe, to which the ſaid Lord Archbiſhop had conſented; and that ſuch Renewals had been perfected accordingly; and that the Sum of Eight hundred and ninety Pounds Four Shillings and Eleven-pence had been paid to the ſaid Lord Archbiſhop as a Fine or Conſideration for the ſame; and that all the ſaid Premiſes being required for the public Service, the ſaid Commiſſioners had requeſted the ſaid Lord Archbiſhop to grant to them a Term of Ninety-nine Years in the ſame, upon the Surrender of the ſaid ſeveral Indentures of Leaſe, and the ſaid ſeveral renewed Terms of Twenty-one Years, which the ſaid Lord Archbiſhop had alſo conſented to do upon having the Sum of Seventeen thouſand nine hundred and fifty-nine Pounds One Shilling and Three-pence paid as a Fine into the Bank of *England*, to be applied purſuant to the Directions of the ſaid Act; and alſo reciting an Order of the ſaid Court of Chancery, made upon the Petition of the ſaid *Charles* Lord Archbiſhop of *Canterbury*, made on the Twenty-ninth Day of *November* One thouſand eight hundred and eleven, whereby it was ordered that the ſaid Lord Archbiſhop ſhould be at Liberty from Time to Time to lay before Mr. *Thomſon*, one of the Maſters of the ſaid Court, Propoſals for One or more Leaſe or Leaſes, or for One or more Contract or Contracts for a Leaſe or Leaſes, to be granted purſuant to the ſaid Act; and that the ſaid Maſter ſhould be at Liberty from Time to Time to ſtate ſuch Propoſal or Propoſals reſpectively, with his Opinion thereon to the Court, and be at Liberty to ſtate any ſpecial Circumſtances relating thereto; and alſo reciting the ſaid Maſter's Report, bearing Date the Twenty-fourth Day of *November* One thouſand eight hundred and twelve, whereby he certified that a Propoſal had been laid before him, on Behalf of the ſaid Lord Archbiſhop, whereby it was propoſed that a Leaſe ſhould be granted of all the Parcels of Land, and other the Premiſes compriſed in the ſaid ſeveral therein

and herein-before mentioned Indentures of Leaſe, to the ſaid Commiſſioners of His Majeſty's Navy, for the Term of Ninety-nine Years, at the yearly Rent of Forty Shillings; and on Payment into the Bank of the Sum of Seventeen thouſand nine hundred and fifty-nine Pounds One Shilling and Three-pence, by way of Fine or Premium for ſuch Leaſe; and the ſaid Maſter alſo certified that, upon the Evidence ſtated in the ſaid Report, he was of Opinion it would be for the Benefit of the ſaid Lord Archbiſhop and his Succeſſors, that a Leaſe ſhould be granted to the ſaid Commiſſioners of the ſaid ſeveral Parcels of Land and Hereditaments compriſed in the ſaid ſeveral Indentures of Leaſe, ſituate in the Pariſh and Town of *Deal*, in the County of *Kent*, Part of the Premiſes compriſed in the Schedule to the ſaid Act of Parliament, for the Term of Ninety-nine Years, to commence from the Day of the Date of the ſaid propoſed Leaſe, at the yearly Rent of Forty Shillings; and ſubject to ſuch Covenants as were directed by the ſaid Act; and alſo certified his Opinion, that the Sum of Seventeen thouſand nine hundred and fifty-nine Pounds One Shilling and Three-pence, propoſed to be paid by the ſaid Commiſſioners by way of Fine or Premium for granting ſuch Leaſe, was a proper Sum to be paid into the Bank, in Manner directed by the ſaid Act, according to the Value of the ſaid Premiſes, and the Intereſt of the ſaid Lord Archbiſhop therein: And alſo reciting an Order of the ſaid Court, made on the Thirtieth Day of *November* One thouſand eight hundred and twelve; whereby it was (amongſt other Things) ordered, that the ſaid Report ſhould be confirmed, and that it ſhould be referred back to the ſaid Maſter to ſettle and approve of the Leaſe propoſed to be granted by the ſaid Lord Archbiſhop to the ſaid Commiſſioners as aforeſaid; and that the ſaid Commiſſioners ſhould pay the Sum of Seventeen thouſand nine hundred and fifty-nine Pounds One Shilling and Three-pence into the Bank, with the Privity of the Accountant General of the ſaid Court, to be there placed to the Credit of '*ex parte* the Archbiſhop of *Canterbury*;' and further reciting, that the Treaſurer of His Majeſty's Navy had, in purſuance of the ſaid Order, paid into the Bank the Sum of Seventeen thouſand nine hundred and fifty-nine Pounds One Shilling and Three-pence, purſuant to the Directions contained in the ſaid Act; and alſo reciting that the ſaid Maſter had peruſed the Draft of the ſaid Leaſe, and had approved thereof, and had ſigned his Name in the Margin of the ſaid Leaſe, in teſtimony of his Allowance of the ſame: It was by the ſaid Indenture, of the Twelfth Day of *December* One thouſand eight hundred and twelve, witneſſed, that in conſideration of the Surrender of all the ſaid ſeveral therein-before in Part recited Indentures of Leaſe, and of the ſaid full Term of Twenty-one Years in the ſame, granted upon ſuch Renewals as aforeſaid; and alſo in conſideration of the Sum of Seventeen thouſand nine hundred and fifty-nine Pounds One Shilling and Three-pence, ſo paid as therein-before mentioned, the ſaid *Charles* Lord Archbiſhop of *Canterbury*, in obedience to the ſaid Order of the ſaid Court of Chancery, and purſuant to and by force and virtue and in exerciſe and execution of the Power or Authority veſted in him for that Purpoſe by the ſaid recited Act, and of every other Power or Authority enabling him in that Behalf, did demiſe and leaſe unto the ſaid Sir *Thomas Boulden Thompſon*, Sir *Francis John Hartwell*, Sir *William Rule* and *Henry Peake*, in Truſt for His Majeſty, His Heirs and Succeſſors; all and ſingular the ſaid ſeveral Pieces or Parcels of Ground, with the Meſſuages or Tenements, and all other the Erections and Buildings erected

erected and built thereon, or on ſome Part thereof, mentioned and compriſed in the ſaid ſeveral therein-before in Part recited Indentures of Leaſe; and all Ways, Paths, Paſſages, Waters, Watercourſes, Profits, Commodities, and Appurtenances to the ſame reſpectively belonging, or in anywiſe appertaining; and which ſaid Premiſes were therein mentioned to be more particularly deſcribed in the Plan or Ground Plot thereof, in the Schedule to the ſaid Indenture of Leaſe; to hold unto the ſaid Sir *Thomas Boulden Thompſon*, Sir *Francis John Hartwell*, Sir *William Rule* and *Henry Peake*, their Succeſſors and Aſſigns, for the Term of Ninety-nine Years, to be computed from the Twenty-ninth Day of *September* then laſt, in Truſt for His Majeſty and His Succeſſors for the Public Service; ſubject to the Payment therefore, during the ſaid Term of Ninety-nine Years, unto the ſaid Lord Archbiſhop and his Succeſſors, of the yearly Rent of Forty Shillings on the Feaſt Days therein mentioned, by equal Portions; and alſo ſubject to the Covenants, Proviſoes, and Agreements therein contained, by and on the Part of the ſaid Sir *Thomas Boulden Thompſon*, Sir *Francis John Hartwell*, Sir *William Rule* and *Henry Peake*, and their Succeſſors, to be paid, obſerved, and performed; and after ſtating that there then was, and for ſome Time paſt had been, a public Sewer or Drain paſſing from North to South through the Whole, or a conſiderable Part of the Premiſes thereby intended to be demiſed; it was thereby agreed, by and between the ſaid ſeveral Parties thereto, for themſelves, their reſpective Succeſſors and Aſſigns, that the ſaid public Sewer or Drain ſhould from Time to Time, and at all Times during the Continuance of the ſaid Demiſe, be kept open in the ſame Manner in all Reſpects as the ſame had theretofore been: And whereas the ſaid principal Officers and Commiſſioners of His Majeſty's Navy, conceiving that it would be for the Benefit of the Public Service to obtain the Fee Simple of the ſaid Grounds, Buildings, and Premiſes ſo demiſed to them by the ſaid Lord Archbiſhop, for the ſaid Term of Ninety-nine Years, in Truſt for His Majeſty and His Succeſſors, for the Public Service as aforeſaid, upon the like Truſt; as alſo to purchaſe the Reverſion in Fee Simple of Three ſmall Pieces or Parcels of Land (Part of the Eſtates belonging to the ſaid See) ſituate at *Deal* aforeſaid, and lying contiguous and immediately adjoining the ſaid Grounds, Buildings, and Premiſes, ſubject to Three ſeveral Leaſes granted to the Reverend *Montague Pennington*, *John Iggulden* and *John Cavell* of the ſame, by the ſaid Lord Archbiſhop of *Canterbury*, bearing Date reſpectively the Eighteenth Day of *October* One thouſand eight hundred and five, and now intended to be renewed for Three ſeveral Terms of Twenty-one Years at and under the Rents and Covenants therein reſpectively reſerved and contained; as alſo to purchaſe the Scite of the Footpath paſſing through a Part of the ſaid Pieces or Parcels of Land; have propoſed to the ſaid Lord Archbiſhop to give for the Purchaſe of the Reverſion in Fee Simple of the ſaid Grounds, Buildings, and Premiſes ſo demiſed to them the ſaid principal Officers and Commiſſioners of His Majeſty's Navy as aforeſaid, expectant on the ſaid Term of Ninety-nine Years, the Sum of One thouſand and thirty-eight Pounds Ten Shillings and Three Halfpence; and for the Purchaſe of the Reverſion in Fee Simple of the ſaid Three ſmall Pieces or Parcels of Land expectant on the ſaid Three ſeveral Terms of Twenty-one Years, the Sum of Three hundred and ſeventy-two Pounds; and for the Purchaſe of the Scite of the ſaid Footpath, the Sum of One hundred Pounds; the ſaid Three ſeveral Sums to be paid into the Bank, in the Name of

the

the Accountant General of the Court of Chancery, to be applied as herein-after is mentioned; and the said Lord Archbishop being satisfied that the said Sums are a full and fair Consideration for such Purchases, thought fit to accede to such Proposal; but the same cannot be carried into Execution without the Aid of Parliament: May it therefore please Your most Excellent Majesty (at the Petition of the said *Charles* Lord Archbishop of *Canterbury*) that it may be enacted; and be it enacted by the King'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 Lord Archbishop of *Canterbury* for the Time being, at any Time or Times, after Payment of the Sum of One thousand and thirty-eight Pounds Ten Shillings and Three Halfpence, in Manner herein-after directed, by Indenture or Indentures, to be sealed and delivered by the Lord Archbishop for the Time being, to grant, bargain, and sell and assure all the said Messuages, Lands, Tenements, Hereditaments, and Premises, herein-before mentioned or referred to, and by the said Indenture of the Twelfth Day of *December* One thousand eight hundred and twelve, demised or expressed and intended so to be, with their and every of their Rights, Members, and Appurtenances, and more particularly described in the First Schedule to this Act annexed, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof, unto and to the Use of His said Majesty, His Heirs and Successors for ever, for the public Service, or unto and to the Use of any other Person or Persons, and his or their Heirs and Assigns for ever, in Trust for His Majesty and His Successors, for the public Service.

Archbishop of Canterbury may sell Premises, &c. described in the First Schedule, to His Majesty for the public Service.

II. Provided nevertheless, and be it further enacted, That the said public Sewer or Drain, mentioned in the said Lease of the Twelfth Day of *December* One thousand eight hundred and twelve, shall from Time to Time, and at all Times, as well from and after as before such Conveyance, be kept open in all Respects as the same has heretofore been, or diverted or turned in such Manner as shall be from Time to Time ordered and directed by the Commissioners of Sewers, acting for the District wherein the same is situate.

Drain or Sewer, stated in Lease of 12th Dec. 1812, to be kept open.

III. And be it further enacted, That it shall be lawful for the Lord Archbishop of *Canterbury* for the Time being, at any Time or Times after Payment of the Sum of Three hundred and seventy-two Pounds in Manner herein-after directed by Indenture or Indentures to be sealed and delivered by the Lord Archbishop for the Time being, to grant, bargain, sell, and assure all the said Three Pieces or Parcels of Land and Premises herein-before mentioned or referred to by the said Three several Leases of the Eighteenth Day of *October* One thousand eight hundred and five as aforesaid, and more particularly mentioned and described in the Second Schedule to this Act annexed; and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof, unto and to the Use of His said Majesty, His Heirs and Successors for ever, for the public Service, or unto and to the Use of any other Person or Persons, and his or their Heirs and Assigns for ever, in Trust for His Majesty and His Successors, for the public Service; but subject nevertheless and without Prejudice to the said Three several Leases, and the said Three several Terms of Twenty-one Years if then subsisting, and to any future Renewal or Renewals of the same.

Archbishop of Canterbury empowered to sell the Premises, &c. described in Second Schedule.

Archbiſhop may convey the Scite of the Footpath, &c.

IV. And be it further enacted, That it ſhall be lawful for the Lord Archbiſhop of *Canterbury* for the Time being, at any Time or Times after Payment of the Sum of One hundred Pounds in Manner hereinafter directed, by Indenture or Indentures to be ſealed and delivered by the Lord Archbiſhop of *Canterbury* for the Time being, to grant, bargain, ſell, and aſſure the Scite of the ſaid Footpath running through a Part of the ſaid Pieces or Parcels of Land as aforeſaid, with all Eaſements and Appurtenances thereunto belonging, unto and to the Uſe of His ſaid Majeſty, His Heirs and Succeſſors for ever, for the public Service, or unto and to the Uſe of any other Perſon or Perſons, and his or their Heirs and Aſſigns for ever, in Truſt for His Majeſty and His Succeſſors, for the public Service; but ſubject to ſuch Rights of Way, or other Rights, which any Perſon or Perſons, other than and except the ſaid Lord Archbiſhop and his Succeſſors, may have or claim, in, through, over, or upon the ſame: Provided nevertheleſs, that ſuch Conveyance of the ſaid Scite of the ſaid Footpath for the Sum of One hundred Pounds as aforeſaid ſhall be on this expreſs Condition, that in caſe the ſaid Footpath ſhall at any Time hereafter be legally ſtopped, diverted, or turned, the ſaid Principal Officers and Commiſſioners of His Majeſty's Navy do and ſhall increaſe the Width of the preſent Street, called *South Street*, in *Lower Deal*, by giving up a Portion of the Premiſes through which it runs to and for the Uſe of the Public at large.

Money to be paid by the Treaſurer of the Navy into the Bank, &c.

V. And be it further enacted, That the ſaid Sums of One thouſand and thirty-eight Pounds Ten Shillings and One Penny Halfpenny, Three hundred and ſeventy-two Pounds, and One hundred Pounds, ſhall or may be paid by the Treaſurer of His Majeſty's Navy into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there, '*ex parte* the Archbiſhop of *Canterbury*,' purſuant to the Method preſcribed by the Act of the Twelfth Year of King *George* the Firſt, Chapter the Thirty-ſecond, and the General Orders of the ſaid Court, and without Fee or Reward, according to the Act of the Twelfth Year of King *George* the Second, Chapter the Twenty-fourth; and ſhall when ſo paid in be laid out in the Purchaſe of Navy or Victualling Bills, or Tranſport or Exchequer Bills; and the Intereſt ariſing from the Money laid out in ſuch Bills, and the Money received for the ſame, as they ſhall be reſpectively paid off by Government, ſhall be laid out in the Purchaſe of other Navy or Victualling Bills, or Tranſport or Exchequer Bills: Provided, that it ſhall and may be lawful to and for the ſaid Court of Chancery to make ſuch General Order or Orders, or Special Order or Orders if neceſſary, that whenſoever the Exchequer Bills of the Date of thoſe in the Hands of the ſaid Accountant General ſhall be in the Courſe of Payment by Government, and new Exchequer Bills ſhall be iſſued, ſuch new Exchequer Bills may be received in Exchange for thoſe which are ſo in the Courſe of Payment, as ſhall be effectual for enabling ſuch Receipt in Exchange, and in that Event the Intereſt of the old Bills ſhall be laid out as before directed with reſpect to the Intereſt when the Bills are paid off; all which ſaid Navy, Victualling, Tranſport, and Exchequer Bills ſhall be depoſited in the Bank, in the Name of the ſaid Accountant General, and ſhall there remain until the ſame ſhall, upon a Petition to be preferred to the Court of Chancery in a ſummary Way, by or on Behalf of the Lord Archbiſhop of *Canterbury* for the Time being, be

ordered to be ſold by the ſaid Accountant General for carrying the Purpoſes of this Act into Execution.

Receipts of Caſhiers of the Bank a ſufficient Diſcharge.

VI. And be it further enacted, That the Certificate or Certificates to be given by the ſaid Accountant General, together with the Receipt or Receipts of one of the Caſhiers of the Bank of *England* to be thereunto annexed, and therewith filed in the Regiſter Office of the ſaid Court of Chancery, of the Payment into the Bank of *England* of the ſaid Purchaſe Monies, or an Office Copy or Office Copies of ſuch Certificate or Certificates, and Receipt or Receipts, ſhall be and be deemed and taken to be a good and ſufficient Diſcharge for the ſame, or ſo much thereof for which ſuch Certificate or Certificates, and Receipt or Receipts as aforeſaid, ſhall reſpectively be given.

Court of Chancery empowered to lay out the Funds in Purchaſe of Lands.

VII. And be it further enacted, That it ſhall and may be lawful to and for the ſaid Court of Chancery from Time to Time, upon a Petition to be preferred to that Court in a ſummary Way, by or on Behalf of the ſaid Lord Archbiſhop of *Canterbury* for the Time being, to order the Accountant General of the ſaid Court to pay and apply the Whole, or any Part or Parts, as to the ſame Court ſhall ſeem right and proper, of the Monies herein-before directed to be paid into the Bank, or of the Monies to be produced by Sale of the aforeſaid Navy, Victualling, Tranſport or Exchequer Bills, for the Purchaſe of Freehold Manors, Meſſuages, Farms, Lands, Tenements or Hereditaments, of an Eſtate of Inheritance in Fee Simple, in Poſſeſſion, or of Copyhold Meſſuages, Lands, Tenements, or Hereditaments convenient to be holden therewith (ſo as ſuch Copyhold Part ſhall not exceed in value One-ſixth Part of the Freehold Premiſes ſo to be purchaſed) free from all Incumbrances, (except Quit Rents, Fee Farm Rents, or other uſual Outgoings or Payments,) to be ſituate in or near the ſaid Dioceſe of *Canterbury*; and that all and ſingular the Freehold and Copyhold Manors, Meſſuages, Farms, Lands, Tenements, and Hereditaments which ſhall be ſo purchaſed as aforeſaid, ſhall be thereupon immediately ſettled, conveyed, ſurrendered, and aſſured unto and to the Uſe of the Lord Archbiſhop of *Canterbury* for the Time being, and his Succeſſors, in the ſaid See of *Canterbury* for ever; and ſhall from the Time of ſuch Conveyance and Surrender, or Aſſurance, be annexed to and for ever thereafter continue and be Part of the ſaid See.

Term of Leaſes.

VIII. Provided always, and be it further enacted, That no Leaſe or Leaſes ſhall be made by the Archbiſhop of *Canterbury* for the Time being of all or any Part of the Manors, Meſſuages, Farms, Lands, Tenements, and Hereditaments, to be purchaſed in purſuance of this Act, for any Term exceeding Twenty-one Years, in Poſſeſſion, and not in Reverſion, or otherwiſe, than at the beſt improved Rent or Rents, payable Half-yearly, or oftener, which can or may be obtained for the ſame; and that all Leaſes to be ſo made by the Lord Archbiſhop of *Canterbury* for the Time being ſhall be binding on him and his Succeſſors.

Court of Chancery may order Payment of Coſts and Expences.

IX. Provided always, and it is hereby further enacted, That it ſhall be lawful for the ſaid Court of Chancery, from Time to Time, to make ſuch Order or Orders as to the ſaid Court ſhall ſeem meet, for ſettling and aſcertaining the Coſts of applying for, obtaining, and paſſing this Act,

Act, and of the ſeveral Applications to be made to the ſaid Court reſpecting the Matters aforeſaid, and the Coſts of taking the ſaid Monies out of the Bank, and inveſting ſuch Monies in ſuch Purchaſe or Purchaſes as aforeſaid; and alſo the Coſts and Expences attending the Execution of all other the Truſts of this Act; and for Payment of all ſuch Coſts, Charges, and Expences, except the Coſts of applying for, obtaining, and paſſing this Act, out of the Monies ſo to be paid into the Bank as aforeſaid, or to ariſe by Sale of the ſaid Navy, Victualling, Tranſport, or Exchequer Bills ſo to be purchaſed as aforeſaid; and that the Coſts of applying for, obtaining, and paſſing this Act, ſhall be paid by the Principal Officers and Commiſſioners of His Majeſty's Navy for the Time being.

General Saving.

X. Saving always to the King's moſt Excellent Majeſty, His Heirs and Succeſſors, and to all and every other Perſon and Perſons, Bodies Politic and Corporate, his and their Heirs, Succeſſors, Executors, and Adminiſtrators, (other than and except the ſaid *Charles* Lord Archbiſhop of *Canterbury*, and his Succeſſors Archbiſhops of *Canterbury*,) all ſuch Eſtate, Right, Title, Intereſt, Benefit, Property, Claim, and Demand whatſoever, of, in, to, or out of or upon the ſaid Hereditaments ſo to be granted, bargained, and ſold as aforeſaid, under or by virtue of this Act, and every or any Part thereof, as he, ſhe, and they, and every or any of them had before the paſſing of this Act, or would, could, or might have had, held, and enjoyed, in caſe this Act had not been made.

Act to be printed by the King's Printers.

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

The

The First SCHEDULE to which this Act refers.

No.	Names of Tenants.	Premiſes.	Meaſure. A. R. P.	Reſerved Rent. £ s. d.
1.	Commiſſioners of the Navy -	Naval Yard and Premiſes belonging - -	4 1 —	10 12 9
4.	John Cavell -	Boat Shop, Painter's Do. Yard, &c. &c. -	— — 29	— — 10
7.	Do. - -	Piece of Garden Ground -	— — 13	
8.	Do. - -	Do. Do. - -	— — 14	
5.	Henry Cavell -	Store Houſes - -	— — 7	— — 8
6.	Edward Eggulden	Stables and Yards - -	— — 4	— — 6
9.	Reverend Montagu Pennington -	Two Storehouſes and Land -	— — 7	
10.	Sylveſter Eaſtes -	Bricklayer's Shop and Yard, Houſe and Garden -	— — 35	
11.	Trounſell -	Garden - -	— 1 1	
12.	William Munday -	2 Tenements and Gardens -	— — 15	
13.	William Salmon -	2 Do. and Do. - -	— — 26	
14.	James Tomlin junior	1 Do. and Do. - -	— — 15	
15.	Sylveſter Eaſtes -	1 Do. and Do. - -	— — 27	
16.	John Wiſe - -	Garden - -	— — 34	
17.	James Agar - -	Garden - -	— — 16	
18.	Thomas Cox - -	Garden - -	— — 16	
19.	Thomas Hayward -	Garden - -	— — 38	— 3 5
20.	Commiſſioners of Pavement - -	Reſervoir, &c. - -	— — 34	
23.	William White, Eſq. - -	Small Tenement with Cow Sheds, &c. - -	— — 13	
21.	John Cavell -	Strip of Land adjoining Navy Yard - -	— 1 15	
22.	Do. - -	Yards, &c. &c. - -	— — 11	— 2 —
25.	Do. - -	Do. Do. - -	— — 6	
24.	Commiſſioners of Steam Engine	Steam Engine, &c. - -	— — 7	
			7 — 23	11 — 2

EDWD HOLL.

The Second SCHEDULE to which this Act refers.

No.	Names of Tenants.	Premiſes.	Meaſure.	Reſerved Rent.
			A. R. P.	£ s. d.
2.	John Iggulden -	Piece of Land and Capſtan Ground - -	— — 10	— 1 —
3.	Reverend Montagu Pennington -	Do. Do. - -	— — 4	— 1 —
26.	John Cavell -	Carpenter's Yard, Capſtan, and Anchor Ground -	— 1 —	
27.	Do. - -	Capſtan Ground - -	— — 24	
			— 1 38	— 2 —

EDWD. HOLL.

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