ANNO QUINQUAGESIMO

GEORGII III. REGIS.

Cap. 200.

An Act for enabling *George Byng* Esquire, and others, to grant Building Leases of certain Lands and Premises, situate in the *Isle of Dogs*, in the County of *Middlesex*. [15th *June* 1810.]

Indentures of Lease and Release, dated 2d and 3d of Aug. 1791.

WHEREAS by Indentures of Lease and Release bearing Date respectively on or about the Second and Third Days of *August*, in the Year One thousand seven hundred and ninety-one, the Release tripartite and expressed to be made between *George Byng* (therein described as the Guardian and Devisee named in the last Will and Testament of the Honourable *Elizabeth Byng* Widow, deceased) of the First Part, *William Byng* (since deceased), *Robert Byng*, *John Byng*, *Anne Elizabeth Byng*, *Caroline Byng*, and *Frances Byng* the younger, Children of *George Byng* Esquire, deceased, and Grandchildren and Devisees also named in the said Will of the said *Elizabeth Byng* of the Second Part, and Sir *George Pocock* and the Right Honourable Sir *William Howe* of the Third Part; after reciting (among other Things) the Will of the said *Elizabeth Byng*, and that the said Testatrix's Son *George Byng* the elder, the First Person named and appointed to take in the said Will, survived the said *Elizabeth Byng*, but departed this Life on or about the Twenty-eighth Day of *October* One thousand seven hundred and eighty-nine, leaving Four Sons and Three Daughters, namely, the said *George Byng*, Party thereto, his eldest Son and Heir at Law, and the said *William Byng*, *Robert Byng*, and *John Byng*, *Anne Elizabeth Byng*, *Caroline Byng*, and *Frances Byng*, his younger Children him surviving, all of whom were then living and unmarried; it is witnessed,

witneſſed, that for the Conſiderations therein expreſſed he the ſaid *George Byng*, Party thereto, did grant, bargain, ſell, alien, releaſe, and confirm unto the ſaid Sir *George Pocock* and Sir *William Howe*, and to their Heirs (among other Hereditaments), All that Farm, with the Lands and Appurtenances thereunto belonging, ſituate, lying, and being in the *Iſle of Dogs*, in the Pariſh of *Saint Dunſtan Stepney*, otherwiſe *Stebonheath*, in the County o *Middleſex*, containing by Eſtimation Sixty Acres, be the ſame more or leſs, with the Appurtenances, to hold the ſame unto the ſaid Sir *George Pocock* and Sir *William Howe*, their Heirs and Aſſigns, to the Uſe of the ſaid Teſtatrix's Grandſon *George Byng*, the Party thereto and eldeſt Son of the ſaid Teſtatrix's Son *George Byng* Eſquire, deceaſed, for his Life without Impeachment of Waſte, other than and except wilful Waſte in pulling down Houſes without rebuilding the ſame; Remainder to the Uſe of Truſtees and their Heirs during his Life, upon Truſt to preſerve the contingent Remainders; Remainder to the Uſe of the Firſt and other Sons of the ſaid *George Byng*, Party thereto, ſucceſſively in Tail Male; Remainder to the Uſe of Teſtatrix's Grandſon the ſaid *William Byng* for his Life without Impeachment of Waſte, except ſuch Waſte as aforeſaid; Remainder to the Uſe of the ſame Truſtees and their Heirs during his Life, in Truſt to preſerve the contingent Remainders; Remainder to the Uſe of the Firſt and other Sons of the ſaid *William Byng* ſucceſſively in Tail Male; Remainder to the Uſe of Teſtatrix's Grandſon the ſaid *Robert Byng* for his Life, without Impeachment of Waſte, except ſuch Waſte as aforeſaid; Remainder to the Uſe of the ſame Truſtees and their Heirs during his Life, in Truſt to preſerve the contingent Remainders; Remainder to the Uſe of the Firſt and other Sons of the ſaid *Robert Byng* ſucceſſively in Tail Male; Remainder to the Uſe of Teſtatrix's Grandſon the ſaid *John Byng* for his Life without Impeachment of Waſte, except ſuch Waſte as aforeſaid; Remainder to the Uſe of the ſame Truſtees and their Heirs during his Life, in Truſt to preſerve the contingent Remainders; Remainder to the Uſe of the Firſt and other Sons of the ſaid *John Byng* ſucceſſively in Tail Male; Remainder to the Uſe of all and every the Daughter and Daughters of the Body of the ſaid Teſtatrix's ſaid Son *George Byng* (being the ſaid *Anne Elizabeth Byng*, *Caroline Byng*, and *Frances Byng*) in Tail General as Tenants in Common, and not as Joint Tenants, with Remainder to the Uſe of the ſaid Teſtatrix's own right Heirs for ever; and in the ſaid Indenture of Releaſe is contained a Power for the Grandſon of the ſaid Teſtatrix, when in Poſſeſſion of the ſaid Eſtates, to grant Leaſes thereof for any Term not exceeding Twenty-one Years in Poſſeſſion withour Fine and at the beſt yearly Rent: And whereas the ſaid *George Byng*, the Grandſon and Party to the ſaid Indentures of Leaſe and Releaſe, on or about the Twenty-ſixth Day of *June* in the Year One thouſand ſeven hundred and ninety-ſeven, intermarried with *Harriet Montgomery* his now Wife, but hath no Iſſue: And whereas the ſaid *William Byng* died on or about the Thirteenth Day of *February* in the Year One thouſand ſeven hundred and ninety-five, unmarried and without Iſſue: And whereas the ſaid *Robert Byng* is a Bachelor: And whereas the ſaid *John Byng*, on or about the Fourteenth Day of *June* One thouſand eight hundred and four, intermarried with *Mary Stevens Mackenzie*, who afterwards died on or about the Seventeenth Day of *June* in the Year One thouſand eight hundred and ſix, leaving Iſſue by him one Son, *videlicet*, *George Stevens Byng*, now an Infant, and no other Iſſue;

Iſſue; and the ſaid *John Byng* has ſince the Deceaſe of his ſaid late Wife, on or about the Ninth Day of *May* One thouſand eight hundred and eight, intermarried with *Mary Anne James*, his now Wife, and hath by her no Iſſue Male: And whereas the ſaid *Anne Elizabeth Byng*, *Caroline Byng*, and *Frances Byng* are all unmarried: And whereas the ſaid Farm, Lands, Tenements, and Hereditaments, more particularly deſcribed in the Schedule to this Act annexed (being Parcel of the Eſtates compriſed in the ſaid recited Indentures of Leaſe and Releaſe, and ſituate in the *Iſle of Dogs* in the ſaid County of *Middleſex* as aforeſaid), are from their advantageous Situation capable of great Improvement, and ſuch Improvement would be encouraged and likely to take Place, if the ſame Farm, Lands, Tenements, and Hereditaments could be granted for long Terms of Years on Building Leaſes, and the ſaid *George Byng*, *Robert Byng*, *John Byng*, *Anne Elizabeth Byng*, *Caroline Byng*, and *Frances Byng* are reſpectively deſirous that a Power of granting ſuch Leaſes ſhould be veſted in the ſaid *George Byng*, and in the Perſon or Perſons who ſhall from Time to Time be reſpectively entitled to an Eſtate of Freehold or Inheritance in Poſſeſſion in the ſaid Farm and Lands for the Time being, by virtue of the Limitations contained in the ſaid recited Indenture of Releaſe: But inaſmuch as no Power to grant Leaſes for any longer Term than Twenty-one Years in Poſſeſſion is granted by the ſame Indenture, and by reaſon of the Limitations therein contained, the ſame cannot be effected without the Aid and Authority of Parliament; therefore Your Majeſty's moſt dutiful and loyal Subjects, the ſaid *George Byng* and *Robert Byng*, and alſo the ſaid *John Byng* for and on Behalf of himſelf and his Infant Child the ſaid *George Byng*, and alſo the ſaid *Anne Elizabeth Byng*, *Caroline Byng*, and *Frances Byng*, do moſt humbly beſeech Your Majeſty 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 from and immediately after the paſſing of this Act it ſhall and may be lawful to and for the ſaid *George Byng* during his Life, and after his Death to and for the Perſon or Perſons who for the Time being ſhall be in the actual Poſſeſſion or in the Receipt of the Rents and Profits of the Farm, Lands, Tenements, and Hereditaments compriſed in the ſaid Schedule to this Act annexed, by virtue of the Limitations contained in the ſaid recited Indenture of Releaſe, in caſe ſuch Perſon or Perſons ſhall be of the Age of Twenty-one Years, or if not then to and for the Guardian or Guardians for the Time being of ſuch Perſon or Perſons reſpectively while a Minor or Minors, from Time to Time by Indenture or Indentures, ſealed and delivered by him, her or them reſpectively in the Preſence of and atteſted by Two or more credible Witneſſes, to demiſe or leaſe all or any Part or Parts of the ſaid Farm, Lands, Tenements, and Hereditaments compriſed in the ſaid herein-before recited Indentures of Leaſe and Releaſe, and which are more particularly mentioned and compriſed in the ſaid Schedule to this Act annexed, with the Rights, Eaſements, and Appurtenances thereto reſpectively belonging, unto any Perſon or Perſons who ſhall be willing and ſhall covenant and agree to improve the ſame by erecting or building thereon any new Houſe or Houſes, Erections or Buildings, or to rebuild or repair any of the Meſſuages, or Tenements, Erections and Buildings whatſoever which now are or hereafter ſhall be on the Scite of the ſame Hereditaments or any Part thereof, or to expend ſuch Sums of Money in the Improvement thereof

Premiſes ſpecified in Schedule may be let on Building Leaſes, &c.

reſpectively as ſhall be thought adequate for the Intereſt therein reſpectively to be parted with, with or without Liberty for the Leſſee or Leſſees to take down all or any Part or Parts of any Buildings which may be ſtanding upon the Premiſes in any ſuch Demiſe or Leaſe reſpectively to be compriſed, and to convert and diſpoſe of the Materials thereof to ſuch Uſes and Purpoſes as ſhall be therein mentioned and agreed upon, and alſo to lay out and appropriate any Part of the Premiſes to be compriſed in ſuch Demiſe or Leaſe as and for a Yard or Yards, Garden or Gardens to any Building or Buildings built or to be built upon the Premiſes, or as and for a Way or Ways, Street or Streets, Road or Roads, Avenue or Avenues, Paſſage or Paſſages, Sewer or Sewers for the Uſe and Convenience of the Leſſee or Leſſees, or other Tenants or Occupiers of the Premiſes, in ſuch Manner as ſhall be mentioned and agreed upon in ſuch Demiſe or Leaſe, ſo as every ſuch Demiſe or Leaſe ſhall be for a Term or Number of Years not exceeding Ninety-nine Years, to take Effect in Poſſeſſion but not in Reverſion or by way of future Intereſt, and ſo as there be reſerved in and by ſuch Demiſes or Leaſes reſpectively the beſt and moſt improved yearly Rent that can be reaſonably had or gotten for the ſame, to be made payable Quarterly or oftener free from all Taxes and Deductions whatſoever (except any Income or Property Tax in reſpect of the ſaid Rent), regard being had to the Value of the Buildings (if any) to be compriſed in ſuch Demiſes or Leaſes, without taking any Fine, Premium, or Foregift, or any Thing in the Nature thereof, for the making ſuch reſpective Demiſes or Leaſes, and ſo as there be contained in ſuch Demiſes or Leaſes reſpectively Covenants from the reſpective Leſſees to pay the Rents thereby reſpectively reſerved, and to build and keep in Repair the Meſſuages, Erections, and Buildings which may have been or may be agreed to be erected and built on the Premiſes, or may be built or building thereon at the Time of the Execution of ſuch Leaſe or Leaſes, and to ſurrender and leave in Repair the Meſſuages, Erections, and Buildings to be erected and built, or rebuilt and repaired upon the Premiſes thereby reſpectively to be leaſed at the End of the Term or Terms in ſuch Leaſes to be granted, and ſo as there be contained in ſuch Demiſes or Leaſes reſpectively a Power for the Leſſors and their Surveyors and Agents to enter upon the Premiſes and to inſpect the State and Condition thereof, and all ſuch other uſual and proper Covenants, Proviſoes, and Conditions on the Parts of the reſpective Leſſees as are uſually contained in Building Leaſes in and near the City of *London*, or in the ſaid County of *Middleſex*, and ſo as there be alſo contained in ſuch Demiſes or Leaſes reſpectively Conditions of Re-entry for Non-payment of the Rent to be thereby reſerved, or Non-performance of the Covenants, Proviſoes, or Conditions on the reſpective Leſſees Part, and ſo as as the reſpective Leſſees do ſeverally execute Counterparts of their reſpective Leaſes.

General Saving.

II. 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, her, and their Heirs, Succeſſors, Executors and Adminiſtrators (other than and except the ſaid *George Byng* and his Firſt and other Sons, and the Heirs Male of the Body and Bodies of ſuch Son and Sons reſpectively; and alſo except the ſaid *Robert Byng* and his Firſt and other Sons, and the Heirs Male of the Body and Bodies of ſuch Son and Sons reſpectively, and alſo except the ſaid *John Byng* and his Firſt and other Sons, and the Heirs Male of the Body and Bodies of ſuch Son and Sons reſpectively; and alſo except the ſaid *Anne Elizabeth Byng*, *Caroline*

Caroline Byng, and *Frances Byng*, and their reſpective Iſſue, and the right Heirs of the ſaid Teſtatrix *Elizabeth Byng*, and all and every other Perſon and Perſons claiming or to claim any Eſtate, Right, Title and Intereſt, in, to, or out of the ſaid Farm, Lands, Tenements, and Hereditaments, compriſed in the ſaid Schedule to this Act annexed, under the ſaid Indentures of Leaſe and Releaſe of the Second and Third Days of *Auguſt* One thouſand ſeven hundred and ninety-one, their Heirs, Executors, Adminiſtrators, and Aſſigns), all ſuch Eſtate, Right, and Intereſt as they or any of them have or hath, or could have held or enjoyed in caſe this preſent Act had not been made.

III. And be it further enacted, That this Act ſhall be printed by the Printer to the King's moſt Excellent Majeſty, and a Copy thereof ſo printed ſhall be admitted as Evidence thereof, by all Judges, Juſtices, and others. Evidence.

The SCHEDULE to which the foregoing Act refers.

No. 1. All thoſe Five Pieces or Parcels of Land ſituate, lying and being in the Iſle of Dogs Marſh in the Hamlet of Poplar and Blackwall, in the Pariſh of Saint Dunſtan Stepney, alias Stebonheath, in the County of Middleſex, abutting Weſt on the Wall of the ſaid Marſh, and Eaſt on Dolphin Lane, and containing Acres or thereabouts, let to Mr. Gurrier, Tenant at Will.

No. 3. Alſo, All that Piece or Parcel of Land ſituate, lying and being on the Marſh Wall aforeſaid, abutting North on the Land belonging to Robert Batſon Eſquire, being partly without the ſaid Wall, that is, to the Foot Wharfing next the Thames, and partly within the ſaid Wall, containing in Front thereof next the Thames, and towards the South, Two hundred and four Feet of Aſſize or thereabouts, let on an Agreement for a Leaſe to William Rattenbury, Shipwright.

No. 4. Alſo, The Boat Builder's Shop, with the Foreland belonging thereto, and the Blackſmith's Shop ſtanding on Part of the ſaid Foreland, abutting North on the laſt-mentioned Premiſes, containing in the Front thereof, next the Footpath on the ſaid Wall, from North towards the South, Seventy-five Feet of Aſſize or thereabouts, and is now on Leaſe to and occupied by Thomas Spratley or his Undertenants.

No. 5. Alſo, Two Dwelling Houſes and a Potaſh Manufactory, with the Forelands belonging thereto, abutting North on the laſt mentioned Premiſes, containing in Front thereof next the ſaid Footpath of the ſaid Wall, from North towards the South, One hundred and thirty Feet of Aſſize or thereabouts, as the ſame is now on Leaſe to James Browne, and in the Occupation of Meſſrs. Farr and Moore, Potaſh Manufacturers, Frederick Jorgens and others.

No. 6. Alſo, All that Piece or Parcel of Land ſituate, lying, and being without the ſaid Wall and Footpath, abutting North on the Premiſes of William Melliſh Eſquire, containing in Front thereof next the Footpath of the ſaid Marſh Wall, from North towards the South, Three hundred and fifty-ſix Feet of Aſſize or thereabouts, and which Piece or Parcel of Land is now unoccupied.

No. 7. Alſo, All thoſe ſix Meſſuages, Tenements, and Premiſes, with the Ship Yard in Front of the ſame, abutting North on the laſt mentioned Piece or Parcel of Land, and containing in Front from North towards the South One hundred and thirty-two Feet of Aſſize or thereabouts, and from Eaſt to Weſt Seventy-two Feet of Aſſize or thereabouts, as is now on Leaſe to Hart, and in the Occupation of Hughes and Locke, Shipwrights, Humane Sutliff, and others.

No. 8. Alſo, All that Piece or Parcel of Land ſituate, lying, and being without the ſaid Wall or Footpath, abutting North on the Premiſes laſt-mentioned, containing in Front thereof next the Footpath of the ſaid Wall, from North towards the South, Two hundred and ſeventy Feet of Aſſize or thereabouts, and which Piece or Parcel of Land is now unoccupied.

No. 9. Alſo, All that Piece or Parcel of Land, with the Windmill and Premiſes thereto belonging, abutting North on the laſt mentioned Piece or Parcel Land, in the Occupation of Kennett, Miller, Tenant at Will, and containing in Front thereof next the Footpath of the ſaid Wall, from North towards the South, One hundred and four Feet of Aſſize or thereabouts,

and in Front next the Thames, from North towards the South, Ninety-six Feet Six Inches of Aſſize, or thereabouts.

No. 10. Alſo, All that Piece or Parcel of Land, with the Sheds, Tenements, Yard, Wharf, and Premiſes thereto belonging, abutting North on the laſt-mentioned Premiſes, and in the Occupation of Richard Barrett, Barge-Builder Tenant at Will, containing in Front thereof next the Footpath of the ſaid Wall from North towards the South, Ninety-two Feet of Aſſize or thereabouts, and in Front next the Thames Ninety-three Feet Six Inches of Aſſize or thereabouts.

No. 11. Alſo, All that Piece or Parcel of Land, with the Yard, Wharf, Windmill, Granaries, Tenements, and Premiſes thereto belonging, abutting North on the laſt-mentioned Yard, Wharf, and Premiſes, and let on Leaſe to Murty Cullen, occupied by Theobald Miller, Hales, Shipwright, and others, containing in Front next the River Thames, from North towards the South, Two hundred and ninety Feet of Aſſize or thereabouts.

No. 12. Alſo, All that Piece or Parcel of Land ſituate, lying and being without the ſaid Marſh Wall and Footpath, abutting North on the Premiſes laſt mentioned, containing in Front thereof next the Footpath of the ſaid Wall, from North towards the South, Four hundred and fifty Feet of Aſſize or thereabouts, and which Piece or Parcel of Land is occupied by Meſſrs. Todd and Ferguſon, Maſtmakers, Tenants at Will.

No. 13. Alſo, All that Piece or Parcel of Land without the ſaid Wall and Footpath, with the Tenement and Premiſes within the ſaid Wall, abutting North on the laſt mentioned Piece or Parcel of Land, containing in Front thereof, next the Footpath of the ſaid Wall towards the South, Two hundred Feet of Aſſize or thereabouts, in the Occupation of and on Leaſe to Meſſrs. Todd and Ferguſon.

All the Eleven laſt-mentioned Pieces or Parcels of Land, Tenements, Mills, Granaries, Yards and Premiſes, abut towards the Eaſt on the firſt-mentioned Five Pieces or Parcels of Land, and towards the Weſt on the River Thames.

MATTHEW WARTON.

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