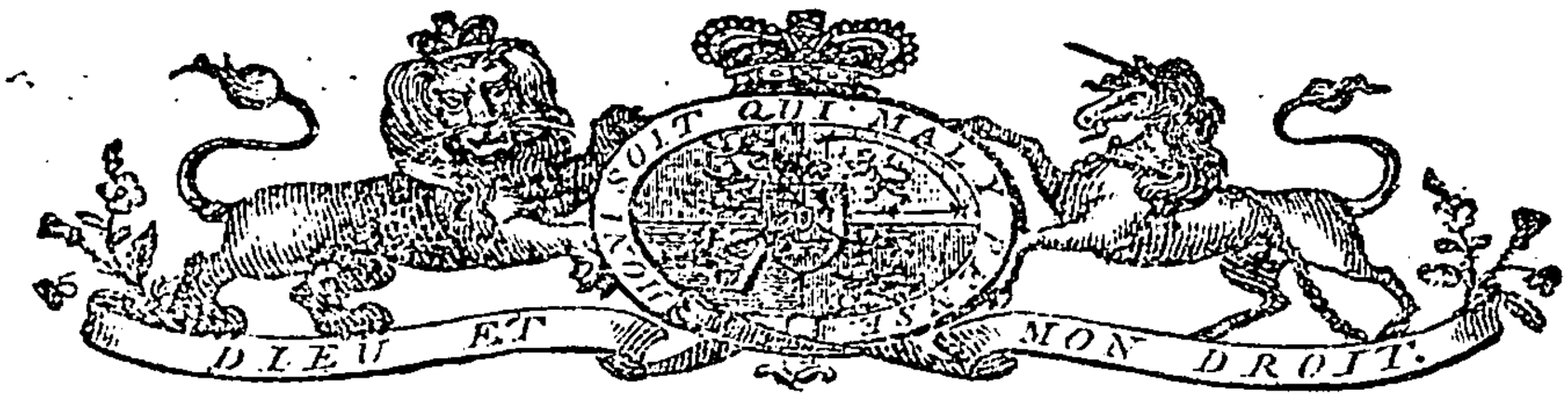


ANNO QUADRAGESIMO QUINTO

GEORGII III. REGIS.

Cap. 115.

An Act for confirming certain Building Leaſes of Lands in *Walworth*, in the Pariſh of *Saint Mary*, *Newington*, in the County of *Surrey*, granted by the Dean and Chapter of *Canterbury*, jointly with their Leſſees *Henry Penton* Eſquire, and *Samuel Brandon* and *Thomas Brandon* Eſquires, contrary to the Proviſions of an Act made in the Fourteenth Year of the Reign of His preſent Majeſty, and for eſtabliſhing Exchanges of Three ſmall Pieces of Freehold and Leaſehold Lands between the ſaid Dean and Chapter and the ſaid *Samuel Brandon* and the Truſtees under the Will of the ſaid *Thomas Brandon*, deceaſed; and for empowering the ſaid Dean and Chapter, and their Leſſees for the Time being of their Eſtates in *Walworth*, to grant Building Leaſes of Parts of the ſaid Premiſes, and for other the Purpoſes therein mentioned.

[10th *July* 1805.]

Lease from the Dean and Chapter of Canterbury to H. Penton Esq. 29th June 1771.

WHEREAS by Indenture of Lease dated the Twenty-ninth Day of *June* One thousand seven hundred and seventy-one, the Dean and Chapter of the Cathedral and Metropolitical Church of *Christ Church*, *Canterbury*, demised unto *Henry Penton* of the City of *Winchester* Esquire, all that their Scite and Court Lodge of their Manor of *Walworth*, and Twenty-eight Acres of Land in Two Crofts, a Piece of Land called *The Pound Close*, containing by Estimation Seven Acres; a Field called *Rush Croft*, containing Twelve Acres; a Field called *Heirds Sheds*, containing Thirteen Acres; a Field called the *Great Gallow Field*, containing Thirteen Acres One Rood; and One other Field called *Little Gallow Field*, containing Eleven Acres; Two Crofts of Land lying at the nether End of *Lorymore*, containing Six Acres One Rood; Nine Acres of Land inclosed and One Acre of Land called *Alexander's Acre*, lying beside the *Moon Close*; Thirty-eight and a Half Acres lying in *Walworth Common Field*, in divers Parcels and Furlongs, with the *Pitt Acre*, and also all those Three Acres of Arable Land lying in *Home Field*, leading to the King's Highway North East to *Walworth Common*, and the Lands then or late of *John Clarke* South, to the Land then or then late of *John Hall* South-West and North; and also all those Two Acres of Land in *Horsemonger Lane*, bounding West upon the Lands then or then late of *Richard Bastock* or his Assigns, and South upon *Bell Garden*, and One Cottage with a little Croft in *Walworth*, called *The Corner House*; and also all that Piece or Parcel of Land then lately inclosed, and called or known by the Name of *Lorymore*, otherwise *Latamore*, otherwise *Lowermore Common*; containing about Sixteen Acres of dry Land and about Three Acres covered with Water, (were the same more or less); all which said Pieces or Parcels of Land were situate, lying, and being in the Parish of *Newington*, in the County of *Surrey*, to hold the same unto the said *Henry Penton*, his Executors, Administrators, and Assigns, from the Feast of the Nativity of *Saint John the Baptist* then last, for the Term of Twenty-one Years, under the yearly Rents and subject to the Covenants therein mentioned: And whereas by an Act of Parliament made in the Fourteenth Year of the Reign of His present Majesty, intituled, *An Act for enabling the Dean and Chapter of* Canterbury, Henry Penton *Esquire, and* Thomas Brandon, *to grant Building Leases pursuant to Two several Agreements entered into for that Purpose*; the said Dean and Chapter, and their Successors, and the said *Henry Penton*, his Executors, Administrators, and Assigns, were empowered to demise the said Premises, so as aforesaid leased, to the said *Henry Penton*, for any Term not exceeding Ninety-nine Years, in Possession and not in Reversion, for the Purpose of making any new Buildings, Erections, or Improvements on the same, under the Rents and subject to the Restrictions therein mentioned: And whereas, by Indenture of Lease dated the Twenty-seventh Day of *June* One thousand seven hundred and seventy-eight, the said Dean and Chapter, in Consideration of the Surrender of the said before recited Indenture of Lease of the Twenty-ninth Day of *June* One thousand seven hundred and seventy-one, as for divers other good Causes and Considerations, demised unto the said *Henry Penton*, his Executors, Administrators and Assigns, the Premises in the said first Indenture of Lease of the Twenty-ninth Day of *June* One thousand seven hundred and seventy-one, comprised from the Feast Day of *Saint John the Baptist* then

14 G. 3.

Another Lease to H. Penton Esq. dated 27th June 1778.

then laſt, for the Term of Twenty-one Years, under the Rents and ſubject to the Covenants therein mentioned: And whereas by Indenture of Leaſe, dated the Twenty fifth Day of *June* One thouſand ſeven hundred and eighty-five, the ſaid Dean and Chapter, in Conſideration of the Surrender of the ſaid recited Indenture of Leaſe of the Twenty-ſeventh Day of *June* One thouſand ſeven hundred and ſeventy-eight, and for other the Conſiderations therein mentioned, did demiſe unto the ſaid *Henry Penton*, his Executors, Adminiſtrators, and Aſſigns, the Premiſes in the ſaid recited Indentures of Leaſe of the Twenty-ninth Day of *June* One thouſand ſeven hundred and ſeventy-one, and the Twenty-ſeventh Day of *June* One thouſand ſeven hundred and ſeventy-eight comprized, to hold from the Feaſt Day of *Saint John the Baptiſt* then laſt, for the Term of Twenty-one Years, under the Rents and ſubject to the Covenants and Conditions therein mentioned: And whereas the ſaid Dean and Chapter and *Henry Penton* did, on the Twenty-ſixth Day of *June* One thouſand ſeven hundred and eighty-ſix, make and execute to *Samuel Brandon*, of *Walworth* aforeſaid, Gentleman, Two ſeveral Leaſes of that Date, deſcribed as numbered 1, and 2, in the Schedule hereunto annexed marked with the Letter A; and the ſaid Dean and Chapter and *Henry Penton* did, on the Twenty-eighth Day of *November* One thouſand ſeven hundred and eighty-ſeven, make and execute to the ſaid *Samuel Brandon* an Indenture of Leaſe of that Date deſcribed as Number 3 in the ſaid Schedule marked A: And whereas the ſaid *Henry Penton* did, by Indentures of Leaſe and Releaſe and Aſſignment, dated reſpectively the Twenty-fourth and Twenty-fifth Days of *December* One thouſand ſeven hundred and eighty-eight, convey divers Pieces of Freehold Land, ſituate in *Walworth Common Field* aforeſaid, in Truſt for the Benefit of the ſaid *Samuel Brandon* and *Thomas Brandon*, and of their reſpective Heirs and Aſſigns for ever, in equal undivided Moieties; and by the ſaid Indenture of the Twenty-fifth Day of *December* One thouſand ſeven hundred and eighty-eight, the ſaid *Henry Penton* aſſigned unto the ſaid *Samuel Brandon* and *Thomas Brandon*, their Executors, Adminiſtrators, and Aſſigns, all the Premiſes compriſed in the ſaid recited Indenture of Leaſe of the Twenty-fifth Day of *June* One thouſand ſeven hundred and eighty-five, except as in the ſaid Indenture of Aſſignment is excepted, to hold the ſame unto the ſaid *Samuel Brandon* and *Thomas Brandon*, their Executors, Adminiſtrators, and Aſſigns, from thenceforth, for all the then Reſidue of the ſaid laſt mentioned Term of Twenty-one Years, as Tenants in Common: And whereas by Indentures of Leaſe and Releaſe, and Aſſignment, dated reſpectively the Twenty-ſixth and Twenty-ſeventh Days of *December* One thouſand ſeven hundred and eighty-eight, the Freehold and Leaſehold Hereditaments and Premiſes compriſed in the laſt recited Indentures of Leaſe and Releaſe and Aſſignment, were conveyed and aſſigned unto and to the Uſe of the ſaid *Henry Penton*, his Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, by way of Mortgage, for ſecuring to him, his Executors, Adminiſtrators, and Aſſigns, the Sum of Ten thouſand two hundred Pounds, with Intereſt: And whereas by Indenture of Leaſe dated the Twenty-eighth Day of *November* One thouſand ſeven hundred and eighty-nine, and made between the ſaid Dean and Chapter of the one Part, and the ſaid *Samuel Brandon* and *Thomas Brandon* of the other Part; the ſaid Dean and Chapter, in Conſideration of

Third Leaſe, dated 26th June 1785.

Several Building Leaſes granted.

Mortgage to H. Penton.

Leaſe to S. and T. Brandon.

of the Surrender of the then exiſting Leaſe granted to the ſaid *Henry Penton* on the Twenty-fifth Day of *June* One thouſand ſeven hundred and eighty-five, as aforeſaid, and for other good Conſiderations, did demiſe unto the ſaid *Samuel Brandon* and *Thomas Brandon*, their Executors, Adminiſtrators and Aſſigns, all that their Scite and Court Lodge of the Manor of *Walworth* aforeſaid, and all thoſe their Lands, Tenements, and Hereditaments, ſituate in *Walworth* aforeſaid, and in the ſaid recited Indenture of Leaſe of the Twenty-ninth Day of *June* One thouſand ſeven hundred and ſeventy-one, and in the ſaid recited Indenture of Leaſe of the Twenty-fifth Day of *June* One thouſand ſeven hundred and eighty-five, mentioned and comprized and thereby demiſed to the ſaid *Henry Penton*, with their Appurtenances as aforeſaid, to hold the ſame unto the ſaid *Samuel Brandon* and *Thomas Brandon*, their Executors, Adminiſtrators, and Aſſigns, from the Feaſt Day of *Saint John the Baptiſt* then laſt paſt for the Term of Seventeen Years, at and under the yearly Rents therein mentioned, and ſubject to the Covenants, Conditions, Declarations and Agreements therein contained: And whereas the ſaid Dean and Chapter and the ſaid *Samuel Brandon* and *Thomas Brandon* did, on the Thirtieth Day of *November* One thouſand ſeven hundred and ninety, make and execute to *John Dring* of *Tooley Street*, *Southwark*, Gentleman, the Seven ſeveral Leaſes of that Date, numbered 4, 5, 6, 7, 8, 9, and 10, and deſcribed in the ſaid Schedule marked A; and the ſaid Dean and Chapter and the ſaid *Samuel Brandon* and *Thomas Brandon* did, on the Thirtieth Day of *November* One thouſand ſeven hundred and ninety-one, make and execute to *John Carter* of *Newington*, Painter, the Indenture of Leaſe of that Date, numbered 11, and deſcribed in the ſaid Schedule marked A: And whereas the ſaid ſeveral Leaſes numbered 4, 5, 6, 7, 8, 9, 10, and 11, and deſcribed in the ſaid Schedule hereunto annexed, marked with the Letter A, were ſo granted to the ſaid *John Dring* and *John Carter* reſpectively, in Truſt and for the Benefit of, and were afterwards accordingly aſſigned unto the ſaid *Samuel Brandon* and *Thomas Brandon*, their Executors, Adminiſtrators, and Aſſigns, as Tenants in common: And whereas the ſaid *Thomas Brandon* by his Will duly executed and dated the Thirtieth Day of *Auguſt* One thouſand ſeven hundred and ninety-ſix, deviſed all his Freehold and Leaſehold and Perſonal Eſtate unto and to the Uſe of his Brothers, *Richard Brandon* of the Pariſh of *Saint Mary Rotherhithe*, in the County of *Surrey*, Gardener, and *William Brandon* of the Pariſh of *Saint George the Martyr*, in the ſaid County of *Surrey*, Broom maker, and the ſaid *John Carter* and *John Hopkins* of the Pariſh of *Saint Mary Newington*, in the ſaid County of *Surrey*, Gentleman, their Heirs and Aſſigns, upon Truſt, for the Benefit of his Three Daughters, *Mary Ann Brandon*, *Elizabeth Brandon*, and *Harriet Brandon*, their Heirs, Executors, Adminiſtrators, and Aſſigns, in equal Shares, as Tenants in common, ſubject as to the Freehold to Two ſeveral Annuities thereby charged thereon in Favour of the ſaid Teſtator's Wife, *Mary Brandon*, and Son, *Thomas Brandon*, during their reſpective Lives; and the ſaid Teſtator did thereby declare his Will to be, that previous to the Marriage of any of his ſaid Daughters, *Mary Ann Brandon*, *Elizabeth Brandon*, and *Harriet Brandon*, the Truſtees for the Time being, under his Will, ſhould in ſuch Manner as Counſel ſhould adviſe, well and ſufficiently ſettle and ſecure to each of his ſaid Daughters reſpectively ſo marrying

Leaſe to J. Dring and J. Carter.

rying, not only One Half of her Fortune which she should be then entitled to in Possession under his Will, but also One Half Part of such Fortune as she would in future be entitled to under his said Will for her sole and separate Use during her Life, and after her Decease for her Children in equal Shares if more than One, and if but One for such only One, with Benefit of Survivorship in the Event of any dying under the Age of Twenty-one Years, with proper Clauses of Maintenance and Advancement, and other Powers usually inserted in such Settlements; and in the Event of her having no Child who should attain the Age of Twenty-one Years, to be at her absolute Disposal, notwithstanding her Coverture; and the said Testator appointed the said *Richard Brandon*, *William Brandon*, *John Carter*, and *John Hopkins*, Executors of his said Will, and afterwards died on or about the Seventh Day of *November* One thousand seven hundred and ninety-six, without revoking or altering the same; and upon his Decease, the said *Richard Brandon*, *William Brandon*, *John Carter*, and *John Hopkins*, duly proved the same in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the said *Mary Brandon*, Wife of the said *Thomas Brandon*, died on or about the Eighth Day of *June* in the Year One thousand seven hundred and ninety-eight; and the said *Thomas Brandon*, the Son of the said *Thomas Brandon* the Testator, as aforesaid, died on or about the First Day of *August* One thousand seven hundred and ninety-eight: And whereas by Articles of Agreement made on or about the Twenty-sixth Day of *July* One thousand seven hundred and ninety-seven, previous to and in consideration of a Marriage then intended and since solemnized between the said *Stephen Hall* and *Elizabeth* his Wife, then *Elizabeth Brandon* Spinster, one of the Daughters of the said Testator, the Part or Share of her the said *Elizabeth Brandon*, of and in the Freehold, Leasehold, and Personal Estates, devised by the Will of the said Testator, *Thomas Brandon*, deceased, was covenanted and agreed to be limited and settled as to one Moiety of the said Freehold and Leasehold Estates respectively, for the sole and separate Use and Benefit of the said *Elizabeth Hall* and her Children, pursuant to the Directions contained in the Will of the said Testator; and as to the other Moiety thereof, for the Use and Benefit of the said *Stephen Hall* and *Elizabeth* his Wife, and their Children, in manner therein mentioned: And whereas by Articles of Agreement made on the Thirtieth Day of *May* One thousand seven hundred and ninety-nine, previous to and in Consideration of a Marriage then intended and since solemnized between the said *William Smith* and *Mary Ann* his Wife, then *Mary Ann Brandon* Spinster, another of the Daughters of the said Testator, the Part or Share of her the said *Mary Ann Brandon*, of and in the Freehold, Leasehold, and Personal Estates devised by the Will of the said Testator *Thomas Brandon*, deceased, was covenanted and agreed to be limited and settled as to one Moiety of the said Freehold and Leasehold Estates respectively, for the sole and separate Use and Benefit of the said *Mary Ann Smith* and her Children, pursuant to the Directions contained in the Will of the said Testator; and as to the other Moiety thereof, for the Use and Benefit of the said *William Smith* and *Mary Ann* his Wife, and their Children, in Manner therein mentioned: And whereas by other Articles of Agreement made on the Eighteenth Day of *August* One thousand eight hundred, previous to and in Consideration of a Marriage then intended and since solemnized between

between the said *Thomas Fleming* and *Harriet* his Wife, then *Harriet Brandon* Spinster, the other of the said three Daughters of the said Testator, all that the Part or Share of her the said *Harriet Brandon*, of and in the Freehold, Leasehold, and Personal Estates devised by the Will of the said Testator *Thomas Brandon*, deceased, was covenanted and agreed to be limited and settled as to one Moiety of the said Freehold and Leasehold Estates respectively, for the sole and separate Use and Benefit of the said *Harriet Fleming*, and her Children, pursuant to the Directions contained in the Will of the said Testator; and as to the other Moiety thereof, for the Use and Benefit of the said *Thomas Fleming* and *Harriet* his Wife, and their Children, in Manner therein mentioned: And whereas the said *John Hopkins* did, by Indenture bearing Date on or about the Twenty-eighth Day of *January* One thousand eight hundred and one, in pursuance of a Power to him for that Purpose given in and by the said Will of the said *Thomas Brandon*, deceased, nominate, choose, and appoint the said *Samuel Brandon* to be a Trustee in the Room of him the said *John Hopkins*, to act in the Trusts of the said Will in Conjunction with the said *Richard Brandon* and *William Brandon*, since deceased, and *John Carter*: And whereas the several Lands, Tenements, and Hereditaments, comprised in the said Mortgage Security to the said *Henry Penton*, have by divers mesne Conveyances, Assignments, and other Acts in the Law, been conveyed and assigned unto the said *Thomas Griffith*, his Heirs, Executors, Administrators and Assigns respectively, by Way of Mortgage, for securing to him, his Executors, Administrators, and Assigns, the principal Sum of Seven thousand seven hundred and thirteen Pounds Seven Shillings, and Interest for the same as therein mentioned: And whereas the principal Sum of Two thousand Pounds, with Interest thereon from the Twelfth Day of *April* One thousand eight hundred and five, and no more, is now due and owing to the said *Thomas Griffith* upon his said Mortgage Security, the remaining Monies having been paid off and discharged by the said *Samuel Brandon* and the Trustees under the Will of the said *Thomas Brandon*, deceased: And whereas the said *Stephen Hall* and *Elizabeth* his Wife have Issue Six Children, namely, *Elizabeth Hall*, *Sarah Hall*, *Mary Ann Hall*, *Jane Hall*, *Stephen Hall*, and *Matilda Hall*, who are all Infants under the Age of Twenty-one Years; and the said *William Smith* and *Mary Ann* his Wife have no Issue; and the said *Thomas Fleming* and *Harriet* his Wife have Issue three Children, namely, *Thomas Brandon Fleming*, *Harriet Fleming*, and *George Fleming*, who are all Infants under the Age of Twenty-one Years: And whereas the said *Henry Penton*, previously to the Execution of the said Indentures of Lease and Release and Assignment of the Twenty-fourth and Twenty-fifth Days of *December* One thousand seven hundred and eighty-eight, sold and conveyed unto *Thomas Clutton* Esquire, and his Heirs, as Freehold, a Piece or Parcel of Land, containing Five Acres and Fourteen Perches, Part of a Field called *East Lane Field*, which last mentioned Premises contained the following Piece of Ground, Part of the Premises comprised in the said Indenture of Lease of the Twenty-ninth Day of *June* One thousand seven hundred and seventy-one, and thereby demised as the Estate of the said Dean and Chapter to the said *Henry Penton*, and described as No. 1. in the Schedule hereunto annexed marked D. and mentioned to contain

One Acre Three Roods and Eighteen Perches, or thereabouts, upon which ſeveral Meſſuages or Tenements have been ſince erected and built, now forming a Street called *New ſtreet* and *Chriſtopher-row*; and the ſaid *Henry Penton* did, by Indentures of Leaſe and Releaſe, dated reſpectively the Third and Fourth Days of *January* One thouſand ſeven hundred and eighty-ſeven, and made between him the ſaid *Henry Penton* of the one Part, and the ſaid *Samuel Brandon* of the other Part, convey unto and to the Uſe of the ſaid *Samuel Brandon* and his Heirs, as Freehold, the ſaid Piece or Parcel of Ground called *Pitt Acre*, but in the ſaid laſt mentioned Indentures deſcribed by the Name of *Short Acre*, and ſet forth in the Schedule hereunto annexed marked C. and mentioned to contain One Acre and Eleven Perches, whereupon ſeveral Meſſuages or Tenements have been ſince erected and built, now forming a Street called *Sun-ſtreet*, and which laſt-mentioned Conveyance was ſo made to the ſaid *Samuel Brandon* and his Heirs for the equal Benefit of himſelf and the ſaid *Thomas Brandon*, and of their reſpective Heirs, as Tenants in common: And whereas by Reaſon that the ſaid *John Dring*, or the ſaid *Samuel Brandon* or *Thomas Brandon*, did not take Poſſeſſion of the Piece or Parcel of Ground No. 2. which is deſcribed in the ſaid Schedule marked D. and mentioned to contain Two Acres One Rood and Seventeen Perches, and demiſed to the ſaid *John Dring* by the ſaid Indenture of Leaſe, numbered 8. in the Schedule hereunto annexed, marked with the Letter A. but have permitted the ſame to be poſſeſſed by other Perſons, ſo that the Poſſeſſion thereof, if recoverable, cannot now be recovered without a Multiplicity of vexatious Suits: And whereas certain Parts of the Hereditaments and Premiſes in ſome of the Leaſes mentioned and ſpecified in the ſaid Schedule marked with the Letter A. and therein mentioned to have been demiſed by the ſaid Dean and Chapter and the ſaid *Henry Penton* to the ſaid *Samuel Brandon*, and by the ſaid Dean and Chapter and the ſaid *Samuel Brandon* and *Thomas Brandon* to the ſaid *John Dring* reſpectively, and which Parts are particularly mentioned and ſet forth in the Schedule hereunto annexed, marked F, were not at the Time of making and executing the ſaid Leaſes the Freehold and Inheritance of the ſaid Dean and Chaper: And whereas all the ſaid Indentures of Leaſe marked from No. 1. to 10. inclusive in the ſaid Schedule A. ſpecified and contained are void, by Reaſon that they were granted to take Effect in Reverſion; and the ſaid Indenture marked No. 11. in the ſaid Schedule A, ſpecified and contained is void, by Reaſon that the ſame was granted after the Renewal of the ſaid Indenture of Leaſe of the Twenty-ninth Day of *June* One thouſand ſeven hundred and ſeventy-one, upon which Renewal the Powers and Authorities veſted in the ſaid Dean and Chapter and the ſaid *Henry Penton* jointly by the ſaid Act to grant the ſaid Leaſes as aforeſaid determined: And whereas ſeveral large and valuable Meſſuages or Dwelling-Houſes and other Buildings have been, from Time to Time, erected and built upon the ſeveral Lands and Hereditaments ſo as aforeſaid mentioned and compriſed in the ſaid Indentures of Leaſe in the ſaid Schedule A. mentioned by the reſpective Leſſees thereof, their Undertenants or Aſſigns, in Confidence that ſuch Leaſes were valid and effectual in Law: And whereas, in order to remedy the ſeveral Errors and Inconveniences above-mentioned, and to prevent any Suits at Law,

or

or in Equity, or other Diſputes and Quarrels which might thereafter ariſe and happen in conſequence thereof between the ſeveral Parties intereſted therein, it has, by Articles of Agreement in Writing dated the Firſt Day of *March* One thouſand eight hundred and five, under the Seal of the ſaid Dean and Chapter, and under the Hands and Seals of the ſaid *Samuel Brandon*, *Richard Brandon*, *John Carter*, *Stephen Hall* and *Elizabeth* his Wife, *William Smith* and *Mary Ann* his Wife, *Thomas Fleming* and *Harriet* his Wife, and *Thomas Griffith*, reſpectively, been agreed that the ſaid ſeveral herein-before recited Indentures of Leaſe ſo apprehended to be void as aforeſaid, which are in the ſaid Schedule hereunto annexed, marked with the Letter A. particularly mentioned and deſcribed, and each and every of the ſaid Leaſes reſpectively, except as to ſuch Parts of the Premiſes therein contained as are herein above-mentioned not to be the Freehold of the ſaid Dean and Chapter, ſhall be eſtabliſhed and confirmed; and that the three ſeveral Pieces or Parcels of Ground, containing One Acre Three Roods and One Perch, One Acre and Fourteen Perches, and Two Acres Three Roods and Seventeen Perches reſpectively, particularly deſcribed in the ſaid Schedule hereunto annexed, marked with the Letter B. and in the Schedule hereunto annexed, marked with the Letter E. being the Freehold and Inheritance of the ſaid *Samuel Brandon*, and the Truſtees under the Will of the ſaid *Thomas Brandon* deceaſed, and purchaſed by the ſaid *Thomas Brandon* and *Samuel Brandon* of the ſaid *Henry Penton* as aforeſaid, ſhall be veſted in the ſaid Dean and Chapter, and their Succeſſors, for ever, in Right of their Church, in Exchange for and in Lieu of the ſaid Three ſeveral Pieces of Ground called *New Street* and *Chriſtopher Row*, formerly Part of *Eaſt Lane Field*, and a Piece of Ground on the South Side of *Eaſt Lane*, numbered 1. and 2. and deſcribed in the Schedule hereunto annexed marked D.; and of *Sun Street*, formerly called *Pitt Acre*, or *Short Acre*, deſcribed in the Schedule hereunto annexed marked C.; the Benefit whereof has been loſt to the ſaid Dean and Chapter, either by the Sale of the ſame, by the ſaid *Henry Penton*, or by the Default of the Leſſee or Leſſees of the ſaid Dean and Chapter as aforeſaid, but ſubject as to the ſaid Piece or Parcel of Ground, containing Two Acres Three Roods and Seventeen Perches, to a Leaſe thereof granted to one *Frederick Samuel Secretan* Eſquire, bearing Date on or about the Second Day of *March* One thouſand eight hundred and four, and that as Part of ſuch Exchange, the Conveyance ſo as aforeſaid mentioned to have been made by the ſaid *Henry Penton* to the ſaid *Samuel Brandon* of the ſaid Piece of Ground called *Pitt Acre* or *Short Acre*, ſhall, as againſt the ſaid Dean and Chapter, and their Succeſſors, and all Perſons claiming under them, ſtand abſolutely ratified and confirmed, and ſhall be as binding and effectual in Law, as if the ſaid *Henry Penton* had been ſeiſed in Fee Simple of the ſaid Piece of Ground at the Time he ſo executed the ſaid Conveyance as aforeſaid; and alſo that the Rent reſerved in ſuch of the ſaid Leaſes, as comprehend and contain the ſeveral Parcels of Land in the Schedule hereunto annexed marked with the Letter F. particularly mentioned and deſcribed, which are not the Freehold of the ſaid Dean and Chapter, ſhould be apportioned: And whereas the ſeveral other Lands, Tenements, and Hereditaments, belonging to the ſaid Dean and Chapter, within the Manor of *Walworth* aforeſaid,

aforeſaid, and compriſed in the ſaid firſt recited Indenture of Leaſe of the Twenty-ninth Day of *June* One thouſand ſeven hundred and ſeventy-one, and in the preſent ſubſiſting Leaſe for Seventeen Years from the Feaſt of *Saint John the Baptiſt* One thouſand ſeven hundred and eighty-nine, and which have not yet been granted on Building Leaſes, would be capable of great Improvement, if the ſaid Dean and Chapter, jointly with the reſpective Leſſees and Tenants for the Time being, of the ſaid Eſtates reſpectively, were enabled to grant Building Leaſes thereof for Ninety-nine Years, under and ſubject to ſuch Terms, Conditions, Declarations, and Agreements, as are herein-after mentioned and contained; but inaſmuch as neither the before-recited Contract or Agreement between the ſaid Dean and Chapter and the ſaid *Samuel Brandon*, and the Truſtees under the Will of the ſaid *Thomas Brandon* deceaſed, nor any of the ſeveral Matters and Things herein-before agreed to be done, can be ſpecifically performed and carried into Execution, nor can any Building Leaſes be granted of any Part of the ſame Eſtates, without the Aid and Authority of Parliament: And whereas, if the ſaid Agreement is not carried into Effect, and the ſaid Dean and Chapter of *Canterbury* ſhould, by Reaſon thereof, enter into and obtain Poſſeſſion of the ſeveral Lands and Premiſes contained in ſuch Building Leaſes, and of the ſaid Ground called *Pitt Acre* or *Short Acre*, ſuch Entry and Poſſeſſion would be attended not only with the actual Loſs to the ſaid *Samuel Brandon* and the ſaid *William Smith* and *Mary Ann* his Wife, and to the ſaid *Stephen Hall* and *Elizabeth* his Wife, and *Thomas Fleming* and *Harriet* his Wife, and their reſpective Infant Children, of the Rents, Iſſues, and Profits, annually ariſing from ſuch Premiſes, but ſuch Entry and Poſſeſſion of the ſaid Dean and Chapter might alſo occaſion the entire Ruin of the ſaid *Samuel Brandon*, and the ſaid *William Smith* and *Mary Ann* his Wife, and the ſaid *Stephen Hall* and *Elizabeth* his Wife, and *Thomas Fleming* and *Harriet* his Wife, and their reſpective Infant Children, as the ſeveral Leſſees and Purchaſers claiming Intereſts in ſuch Premiſes, under the ſaid *Samuel Brandon* and *Thomas Brandon*, would, on being evicted by the ſaid Dean and Chapter, be entitled to recover the Value of their reſpective Intereſts, againſt the Eſtate of the ſaid *Samuel Brandon* and *Thomas Brandon*, by a Compenſation in Damages on the Covenant made to them reſpectively, for quiet Enjoyment; whereas the carrying the ſame Agreement into Effect will not only put the ſaid *Samuel Brandon*, and the ſaid *Richard Brandon*, *John Carter*, and *Samuel Brandon*, as Truſtees under the Will of the ſaid *Thomas Brandon*, in Truſt for the ſaid *William Smith* and *Mary Ann* his Wife, and the ſaid *Stephen Hall* and *Elizabeth* his Wife, and *Thomas Fleming* and *Harriet* his Wife, and their reſpective Infant Children, into quiet and peaceable Poſſeſſion of the ſaid Rents and Profits, but the above-mentioned ruinous Conſequences to the ſaid *Samuel Brandon*, *William Smith* and *Mary Ann* his Wife, and the ſaid *Stephen Hall* and *Elizabeth* his Wife, and *Thomas Fleming* and *Harriet* his Wife, and their reſpective Infant Children, will be avoided: Wherefore Your Majeſty's moſt dutiful and loyal Subjects, the ſaid Dean and Chapter of the Cathedral and Metropolitical Church of Chriſt *Canterbury*, for and on Behalf of themſelves and their Succeſſors, and alſo the ſaid *Samuel Brandon* for himſelf, and alſo the ſaid *Richard Brandon*, *John Carter*, and *Samuel Brandon*, as ſuch

Truſtees under the Will of the ſaid *Thomas Brandon* deceaſed, for and on Behalf of the ſeveral Perſons beneficially intereſted in, and claiming under the ſaid Will, and alſo for and on Behalf of the ſeveral Perſons beneficially intereſted in and claiming under the ſaid herein-before recited Indentures of Settlement; and alſo the ſaid *Stephen Hall* and *Elizabeth* his Wife, for and on Behalf of themſelves and their ſaid Infant Children, *Elizabeth Hall*, *Sarah Hall*, *Mary Ann Hall*, *Jane Hall*, *Stephen Hall*, and *Matilda Hall*; and alſo the ſaid *William Smith* and *Mary Ann* his Wife; and alſo the ſaid *Thomas Fleming* and *Harriet* his Wife, for and on Behalf of themſelves and their ſaid Infant Children, *Thomas Brandon Fleming*, *Harriet Fleming*, and *George Fleming*; and alſo the ſaid *John Dring*, *John Hopkins*, and *Thomas Griffith*; 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 the ſaid ſeveral Indentures of Leaſe of the Twenty-ſixth Day of *June* One thouſand ſeven hundred and eighty-ſix, and the Twenty-eighth Day of *November* One thouſand ſeven hundred and eighty-ſeven, reſpectively, ſo mentioned to be granted to the ſaid *Samuel Brandon*, as aforeſaid, and numbered 1, 2, and 3, in the ſaid Schedule hereunto annexed, marked with the Letter A. and alſo the ſaid Seven ſeveral Indentures of Leaſe, of the Thirtieth Day of *November* One thouſand ſeven hundred and ninety, ſo mentioned to be granted to the ſaid *John Dring*, and by him afterwards aſſigned to the ſaid *Samuel Brandon* and *Thomas Brandon* as aforeſaid, and numbered 4, 5, 6, 7, 8, 9, 10, and deſcribed in the Schedule hereunto annexed marked with the Letter A. and alſo the ſaid herein-before recited Indenture of Leaſe of the Thirtieth Day of *November* One thouſand ſeven hundred and ninety-one ſo mentioned to be granted to the ſaid *John Carter* as herein-before mentioned, and numbered 11. and deſcribed in the ſaid Schedule hereto annexed, marked with the Letter A. and each and every of the ſaid Leaſes reſpectively, and every Clauſe, Matter, and Thing, therein contained, ſhall, except ſo far as the ſame relate to or concern the ſeveral Lands, Tenements, and Hereditaments, therein reſpectively compriſed, which are not the Freehold and Inheritance of the ſaid Dean and Chapter, be and ſtand from henceforth abſolutely eſtabliſhed and confirmed for and during the Term of Ninety-nine Years from the Day of the Feaſt of *Saint Michael the Archangel*, immediately preceding the Execution of ſuch Leaſes reſpectively; and ſuch Leaſes reſpectively are hereby declared to be binding, valid, and effectual, both at Law and in Equity, to all Intents and Purpoſes whatſoever, for and during the ſaid Term of Ninety-nine Years, from ſuch Feaſt-Day of *Saint Michael the Archangel* as aforeſaid, any Law or Statute to the contrary thereof in anywiſe notwithſtanding.

The recited Building Leaſes to be confirmed.

II. And be it further enacted, That all thoſe ſeveral and reſpective Pieces or Parcels of Ground ſituate in *Walworth* aforeſaid, containing One Acre Three Roods and One Perch, and Two Acres Three Roods and Seventeen Perches, or thereabouts, and which are particularly mentioned in the Schedule hereunto annexed, marked with the Letter E. and all that other Piece or Parcel of Ground, containing One Acre and Fourteen

Lands to be veſted in the Dean and Chapter in Exchange for New-Street and Chriſtopher-Row,

Fourteen Perches, or thereabouts, ſituate in *Walworth* aforeſaid, and particularly mentioned in the Schedule hereunto annexed, marked with the Letter B. together with all Meſſuages, Buildings, Barns, Ways, Waters, Watercourſes, Hedges, Fences, Mounds, Trees, Commons, Common of Paſture, Privileges, and Appurtenances, unto the ſaid Three ſeveral Pieces of Ground, in the ſaid Schedules marked B. and E. mentioned and deſcribed belonging; and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues, and Profits thereof, ſhall from and after the paſſing of this Act, be reſpectively veſted in and ſettled upon, and the ſame are hereby reſpectively veſted in and ſettled upon the ſaid Dean and Chapter, and their Succeſſors for ever, ſubject as to the ſaid Piece of Ground containing Two Acres Three Roods and Seventeen Perches, or thereabouts, in the ſaid Schedule E. mentioned and deſcribed to a Leaſe thereof granted to *Frederick Samuel Secretan* Eſquire, bearing Date on or about the Second Day of *March* One thouſand eight hundred and four, and ſhall and may from Time to Time, and at all Times from thenceforth for ever, be held and enjoyed by them the ſaid Dean and Chapter and their Succeſſors, in Right of and as Part of their Poſſeſſions, in lieu of the ſaid Piece or Parcel of Ground ſituate in *Walworth* aforeſaid, containing One Acre and Eleven Perches, or thereabouts, and mentioned in the Schedule hereunto annexed, marked with the Letter C. and in lieu of the ſaid Pieces or Parcels of Ground ſituate in *Walworth* aforeſaid, containing One Acre Three Roods and Eighteen Perches, and Two Acres One Rood and Seventeen Perches, or thereabouts, and mentioned in the Schedule hereunto annexed, marked with the Letter D.

and in Exchange for Pitt Acre or Sun-Street.

III. Provided always, and be it enacted, That the ſaid Dean and Chapter, and their Succeſſors, ſhall not be entitled to ſue for, demand, or recover, of or from any Perſon or Perſons whatſoever, any Rent or other Acknowledgement for or in reſpect of the ſaid Three ſeveral Pieces or Parcels of Ground, containing reſpectively One Acre and Eleven Perches, One Acre Three Roods and Eighteen Perches, and Two Acres One Rood and Seventeen Perches, and in the ſaid Schedules C. and D. mentioned and deſcribed, under any ſubſiſting Leaſe thereof granted by them to the ſaid *Samuel Brandon* and *John Dring* reſpectively, or their reſpective Executors, Adminiſtrators, or Aſſigns; nor ſhall the ſaid *Samuel Brandon* and *John Dring*, or either of them, or their reſpective Executors, Adminiſtrators, or Aſſigns, be liable to any Suits or other Proceedings at Law, or in Equity, for any Breach of Covenant or Non-performance of any Agreement contained in ſuch Leaſes reſpectively, in Reſpect of the ſaid Three Pieces or Parcels of Ground laſt mentioned, or any Part thereof.

No Rent to be payable for the Three Pieces of Land given up by the Dean and Chapter.

IV. And be it further enacted, That the Releaſe, Conveyance, and Aſſurance which was made, or mentioned to have been made, of the ſaid Piece or Parcel of Ground called *Pitt Acre* or *Short Acre*, by the ſaid *Henry Penton* to the ſaid *Samuel Brandon*, in and by the ſaid Indentures of Leaſe and Releaſe of the Third and Fourth Days of *January* One thouſand ſeven hundred and eighty-ſeven, ſhall (as againſt the ſaid Dean and Chapter and their Succeſſors, and all Perſon and Perſons lawfully claiming,

Mr. Penton's Conveyance of Short-Acre confirmed.

claiming, or to claim, by, from, under, or in Truſt for them or any of them reſpectively) be and ſtand abſolutely ratified and confirmed, and ſhall be as binding and effectual in Law as if the ſaid *Henry Penton* had been ſeiſed in Fee Simple of the ſaid Piece or Parcel of Ground at the Time he ſo executed the ſaid Conveyance thereof, as aforeſaid.

Other Lands compriſed in ſom. of the Building Leaſes not the Property of the Dean and Chapter.

V. And whereas Part only of the Lands and Hereditaments mentioned and compriſed in the ſaid Indenture of Leaſe of the Twenty-eighth Day of *November* One thouſand ſeven hundred and eighty-ſeven, numbered 3, and deſcribed in the ſaid Schedule hereunto annexed, marked with the Letter A, and in ſuch Indenture of Leaſe ſpecified and declared to contain Ten Acres, or thereabouts, and thereby demiſed by the ſaid Dean and Chapter and the ſaid *Henry Penton* to the ſaid *Samuel Brandon*, was and is the Property, Freehold, and Inheritance of the ſaid Dean and Chapter; that is to ſay, Four Acres Two Roods and Six Perches, and the Reſidue thereof, being Five Acres One Rood and Thirty-four Perches, or thereabouts, was and is the Property, Freehold, and Inheritance of the ſaid *Samuel Brandon*, and the Truſtees under the Will of the ſaid *Thomas Brandon*, and the ſaid Lands and Hereditaments are numbered 1. and mentioned and deſcribed in the Schedule hereunto annexed, marked with the Letter F. be it therefore enacted, That it ſhall and may be lawful to and for the ſaid Leſſee named in the ſaid herein-before recited Indenture of Leaſe of the Twenty-eighth Day of *November* One thouſand ſeven hundred and eighty-ſeven, numbered 3, and deſcribed in the Schedule hereunto annexed, marked with the Letter A. his Executors, Adminiſtrators, and Aſſigns, during the Continuance of the Term thereby granted, to deduct and retain from and out of the Rent thereby reſerved and made payable to the ſaid Dean and Chapter, the Sum of Ten Pounds Eighteen Shillings and Sixpence, as and for the apportionate Value of the Moiety of the ſaid Five Acres One Rood and Thirty-four Perches of Land, which are not the Freehold and Inheritance of the ſaid Dean and Chapter; and that the ſaid Indenture of Leaſe, and every Clauſe, Matter, and Thing therein contained, ſhall, as to the ſaid laſt-mentioned Quantity of Land only, and ſo far only as they reſpect the ſaid Dean and Chapter, ceaſe and be void.

Rent of ſuch Lands apportioned.

VI. And whereas Part only of the Lands and Hereditaments mentioned and compriſed in an Indenture of Leaſe herein-before mentioned of the Thirtieth Day of *November* One thouſand ſeven hundred and ninety, numbered 4. and deſcribed in the ſaid Schedule hereunto annexed, marked with the Letter A. and in ſuch Indenture of Leaſe ſpecified and declared to contain Two Acres, or thereabouts, and thereby demiſed by the ſaid Dean and Chapter and the ſaid *Samuel Brandon*, and *Thomas Brandon*, deceaſed, to the ſaid *John Dring*, was and is the Property, Freehold, and Inheritance of the ſaid Dean and Chapter; that is to ſay, Two Roods and Twenty-ſeven Perches; and the Reſidue thereof, being One Acre One Rood and Thirteen Perches, or thereabouts, is the Property, Freehold, and Inheritance of *Samuel Brandon*, and the Truſtees under the Will of the ſaid *Thomas Brandon*; and the ſaid Lands and Hereditaments are numbered 2, and mentioned and deſcribed in the Schedule hereunto annexed marked F: And whereas

Part

Part only of the Lands and Hereditaments mentioned and comprised in one other Indenture of Lease herein-before mentioned of the Thirtieth Day of *November* One thousand seven hundred and ninety, numbered 7. and described in the Schedule hereunto annexed marked with the Letter A. and in such Indenture of Lease specified and declared to contain Seven Acres, or thereabouts, and thereby demised by the said Dean and Chapter and the said *Samuel Brandon* and *Thomas Brandon* deceased, to the said *John Dring*, was and is the Property, Freehold, and Inheritance, of the said Dean and Chapter, that is to say, Two Acres Three Roods and Twenty-three Perches, and the Residue thereof, being Four Acres and Seventeen Perches, or thereabouts, was and is the Property, Freehold, and Inheritance, of the said *Samuel Brandon* and the Trustees under the Will of the said *Thomas Brandon*; and the Lands and Hereditaments are numbered 3. and mentioned and described in the Schedule hereunto annexed marked F: And whereas Part only of the Lands and Hereditaments mentioned and comprised in one other Indenture of Lease herein-before mentioned, of the Thirtieth Day of *November* One thousand seven hundred and ninety, numbered 8. and described in the Schedule hereunto annexed marked with the Letter A. and in such Indenture of Lease specified and declared to contain Four Acres and Two Roods, or thereabouts, and thereby demised by the said Dean and Chapter and the said *Samuel Brandon* and *Thomas Brandon* deceased, to the said *John Dring*, was and is the Property of the said Dean and Chapter, that is to say, Two Acres Two Roods and Twenty-eight Perches, and the Residue thereof, being One Acre Three Roods and Twelve Perches, or thereabouts, was and is the Property, Freehold, and Inheritance, of the said *Samuel Brandon* and the Trustees under the Will of the said *Thomas Brandon*, and the said Lands and Hereditaments are numbered 4. and mentioned and described in the Schedule hereunto annexed marked F: Be it therefore enacted, That it shall and may be lawful to and for the Lessee and Lessees under the said Three several recited Leases of the Thirtieth Day of *November* One thousand seven hundred and ninety, so respectively granted to the said *John Dring*, his Executors, Administrators, and Assigns, and numbered 4. 7. 8. and described in the said Schedule hereunto annexed, marked with the Letter A. from Time to Time during the Continuance of the several Terms thereby granted to deduct and retain out of the respective Rents thereby reserved, and made payable to the said Dean and Chapter the several Sums of Two Pounds Fifteen Shillings and Nine-pence, Eight Pounds Four Shillings and Three-pence, and Three Pounds Thirteen Shillings respectively, as and for the proportionate respective Values of the said One Acre One Rood and Thirteen Perches, Four Acres and Seventeen Perches, and One Acre Three Roods and Twelve Perches of Land, which are not the Freehold and Inheritance of the said Dean and Chapter, and that the Three last mentioned Leases, and every Clause, Matter, and Thing therein contained, shall, as to the said several last-mentioned Quantities of Land therein respectively contained, and so far only as they respect the said Dean and Chapter, and their Successors, cease and be void. Further Apportionment of Rent.

VII. And whereas by the said Articles of Agreement, dated the First Day of *March* One thousand eight hundred and five, and made between the Articles of Agreement between the Dean and

Chanter. an Meſſrs. Brandon and others, 1ſt March 1805.

the ſaid Dean and Chapter of the Firſt Part, the ſaid *Samuel Brandon* of the Second Part, and the ſaid *Richard Brandon* and *John Carter* of the Third Part, the ſaid *Stephen Hall* and *Elizabeth* his Wife, *William Smith* and *Mary Ann* his Wife, and *Thomas Fleming* and *Harriet* his Wife, of the Fourth Part, and the ſaid *Thomas Griffith* of the Fifth Part; the ſaid *Samuel Brandon* for himſelf, his Executors, Adminiſtrators, and Aſſigns, and the ſaid *Richard Brandon*, *John Carter*, and *Samuel Brandon*, Truſtees under the Will of the ſaid *Thomas Brandon* deceaſed, for themſelves and their reſpective Executors, Adminiſtrators, and Aſſigns, agreed that they ſhould and would from Time to Time, and at all Times thereafter, whenever the ſubſiſting Leaſe for Twenty-one Years, or for any leſs Term of the ſaid Lands and Hereditaments in *Walworth* aforeſaid, ſhould be within Fourteen Years of expiring, well and truly pay unto the ſaid Dean and Chapter, and their Succeſſors, by Way of Fine for the Renewals of the Leaſes of the ſaid Manor, Lands, and Hereditaments, in *Walworth* aforeſaid, ſuch Sum and Sums of Money as therein after mentioned, (that is to ſay) for ſuch Parts of the ſaid Premiſes as had been or ſhould be compriſed in any Building Leaſes for long Terms then granted, or thereafter to be granted thereof, during the Continuance of ſuch Leaſes reſpectively, ſuch Sum and Sums of Money as ſhould be equal to one full Year and one Half of another Year's Ground Rent, which had been or ſhould be reſerved and made payable in ſuch Leaſes to the ſaid *Henry Penton*, or to the ſaid *Samuel Brandon* and *Thomas Brandon* deceaſed, or to the ſaid *Samuel Brandon* and the Truſtees under the Will of the ſaid *Thomas Brandon* deceaſed, their reſpective Executors, Adminiſtrators, and Aſſigns, and for the Renewals to be granted as aforeſaid of the Reſidue of the ſaid Premiſes, ſuch Sum of Money as ſhould be equal to One Year and One Half of another Year's annual Value of the ſame, conſidered either as Land or Buildings, as the Caſe might be; and it is in and by the ſaid Articles of Agreement now in Recital provided and agreed, that in caſe the ſaid *Samuel Brandon* and the Truſtees under the Will of the ſaid *Thomas Brandon* deceaſed, their Executors, Adminiſtrators, and Aſſigns, ſhould at any Time or Times thereafter neglect or refuſe whenever any ſuch then ſubſiſting Leaſe as aforeſaid ſhould have Fourteen Years only unexpired of the Term thereby granted, or at or before the Audit of the ſaid Dean and Chapter which ſhould be then next holden after the Time when ſuch Leaſe ſhould be within Fourteen Years of expiring as aforeſaid, to pay ſuch Fine and Fines for Renewal as were therein before agreed upon, to the ſaid Dean and Chapter, or their Succeſſors (the ſame being firſt lawfully demanded), then and in ſuch Caſe from the Time of ſuch Neglect or Refuſal as aforeſaid, the Ground Rents reſerved and made payable to the ſaid *Samuel Brandon* and *Thomas Brandon* deceaſed, and to the ſaid *Samuel Brandon* and the Truſtees under the Will of the ſaid *Thomas Brandon* deceaſed, ſhould ceaſe to be payable to them, and ſhould become payable to the ſaid Dean and Chapter, and their Succeſſors, to and for their own Uſe and Benefit, and the ſaid Dean and Chapter, and their Succeſſors, ſhould from thenceforth uſe and exerciſe all ſuch legal and equitable Ways and Means, either by Diſtreſs or otherwiſe, to compel the Payment to them of ſuch laſt-mentioned Ground Rents as they the ſaid *Samuel Brandon*, and the Truſtees under the Will of the ſaid *Thomas Brandon* deceaſed, might or could have done in caſe the

the ſaid Fine on Renewal had been duly paid; and by the ſaid Articles of Agreement now in Recital, the ſaid Dean and Chapter for themſelves and their Succeſſors agreed, that they the ſaid Dean and Chapter ſhould and would, on Payment of the Remainder of a Sum of One thouſand nine hundred Pounds before-mentioned in the ſaid Agreement then aſſeſſed, and the Delivery to them of the ſaid then ſubſiſting Leaſe of the Twenty-eighth Day of *November* One thouſand ſeven hundred and eighty-nine, to be cancelled at or before their *Midſummer* Audit then next enſuing, make and execute unto the ſaid *Samuel Brandon*, and the Truſtees under the Will of the ſaid *Thomas Brandon* deceaſed, a freſh Leaſe of the ſaid Lands and Hereditaments, except the ſaid Piece of Land containing One Acre and Eleven Perches, called *Pitt Acre*, for the Term of Sixteen Years, to commence from the Feaſt of *Saint John the Baptiſt* One thouſand eight hundred and four, at and under the ſame Yearly Rents, and ſubject to ſuch and the ſame Covenants, Conditions, and Agreements, as were mentioned and contained in the ſaid then ſubſiſting Leaſe of the ſaid Premiſes, or ſuch of them as were capable of taking Effect; and alſo that they the ſaid Dean and Chapter, and their Succeſſors, ſhould and would from Time to Time, and at all Times thereafter, whenever any then ſubſiſting Leaſe of the Lands and Hereditaments in *Walworth* aforeſaid, ſhould be within Fourteen Years of expiring as aforeſaid, on Payment to them the ſaid Dean and Chapter, and their Succeſſors, or their Chief Steward or Auditor for the Time being, of the ſaid Fines for Renewal, according to the Proportions therein before agreed upon, and on the Delivery to them of any ſuch then ſubſiſting Leaſe to be cancelled, make and execute a freſh Leaſe for Twenty-one Years, to commence in Poſſeſſion and not in Reverſion of the Lands and Premiſes in ſuch then ſubſiſting Leaſe, compriſed to the ſaid *Samuel Brandon*, and the Truſtees under the Will of the ſaid *Thomas Brandon* deceaſed, their Executors, Adminiſtrators, and Aſſigns, and ſhould and would reſerve ſuch Rents thereon, and grant the ſame under and ſubject to ſuch Covenants, Conditions, and Agreements, as by and in ſuch ſubſiſting Leaſe ſhould be reſerved and contained, but ſo that any renewed Leaſe for Twenty-one Years, or any leſs Term of any Part of the Premiſes which ſhould be compriſed in any Building Leaſe or Building Leaſes ſhould expire with the Term or reſpective Terms, which ſhould have been granted by any ſuch Building Leaſe or Building Leaſes, and that from and after the End, Expiration, or other ſooner Determination of the Term or Terms granted by ſuch Building Leaſe or Building Leaſes, the Covenant, or Agreement for Renewal therein before contained, ſhould as to the Eſtate and Eſtates demiſed by ſuch Building Leaſe or Building Leaſes, ceaſe, end, and determine; and all future Renewals thereof ſhould ſtand and be upon the ſame Footing of Renewal in every Reſpect as other Leaſes of the ſaid Dean and Chapter: Be it therefore enacted, That the ſaid Articles of Agreement of the Firſt Day of *March* One thouſand eight hundred and five, ſo far as the ſame are laſtly herein-before recited, ſhall, from and after the paſſing of this Act, be, and the ſame are and is hereby abſolutely ratified, confirmed, and eſtabliſhed, ſave and except as herein excepted.

The ſaid Articles to be confirmed ſo far as reſpects the Fines on Renewals.

VIII. And whereas it is in the ſaid Articles of Agreement of the Firſt Day of *March* One thouſand eight hundred and five, mentioned, that in caſe

caſe the Fine or Fines for Renewals as therein agreed upon ſhould not be paid to the ſaid Dean and Chapter, or their Succeſſors, when ſuch Leaſe ſhould be within Fourteen Years of expiring as aforeſaid, then and in ſuch Caſe the Ground Rent reſerved and made payable to the ſaid *Samuel Brandon* and *Thomas Brandon* deceaſed, and to the ſaid *Samuel Brandon* and the Truſtees under the Will of the ſaid *Thomas Brandon* deceaſed, ſhould ceaſe to be payable to them, and ſhould become payable to the ſaid Dean and Chapter, and their Succeſſors, to and for their own Uſe and Benefit; and the ſaid Dean and Chapter, and their Succeſſors, ſhould from thenceforth uſe and exerciſe all ſuch legal and equitable Ways and Means, either by Diſtreſs or otherwiſe, to compel the Payment to them of ſuch laſt mentioned Ground Rents as they the ſaid *Samuel Brandon* and the Truſtees under the Will of the ſaid *Thomas Brandon* deceaſed might or could have done in caſe the ſaid Fine for Renewal had not been duly paid; be it further enacted, That ſuch laſt mentioned Ground Rents ſo reſerved and made payable ſhall only be received and taken by the ſaid Dean and Chapter, and their Succeſſors, by virtue of ſuch laſt mentioned Articles of Agreement, until ſuch Fine or Fines for Renewals ſhall be duly paid in Manner by the ſaid Articles of Agreement directed, and Intereſt for the ſame, at the Rate of Five *per Centum*, from the Day or Days when ſuch Fine or Fines ought to have been paid to the Day or Days of Payment thereof.

Power for the Dean and Chapter and their Leſſees to grant Building Leaſes for 99 Years.

IX. And be it further enacted, That it ſhall and may be lawful to and for the ſaid Dean and Chapter, and their Succeſſors, jointly with their reſpective Leſſees and Tenants for the Time being, of the ſaid ſeveral Lands, Tenements, and Hereditaments, ſituate within the Manor of *Walworth* aforeſaid, under the ſaid Leaſes from Time to Time in and by the ſaid recited Articles of Agreement of the Firſt Day of *March* One thouſand eight hundred and five agreed to be granted jointly, at any Time or Times hereafter; and they are hereby fully empowered and authoriſed, notwithſtanding any Statute or Statutes, or Act or Acts of Parliament, heretofore made, and now in force, by Indenture or Indentures duly executed, under the Common Seal of the ſaid Dean and Chapter, and alſo under the Hands and Seals of ſuch Leſſees and Tenants of the ſaid Land for the Time being, under the ſaid Leaſes, in and by the ſaid recited Articles of Agreement of the Firſt Day of *March* One thouſand eight hundred and five, agreed to be granted as aforeſaid, to make any Demiſe or Leaſe, Demiſes or Leaſes, of all or any Part or Parts of the ſaid ſeveral Tenements, Lands, and Premiſes, in ſuch Leaſes to be compriſed, and not already granted on any Building Leaſe or Building Leaſes; and alſo of all or any Part or Parts of the ſaid ſeveral Pieces or Parcels of Ground, Hereditaments, and Premiſes, ſo hereby veſted in and ſettled upon the ſaid Dean and Chapter, and their Succeſſors, in Exchange as aforeſaid; and alſo of all Ways, Waters, Watercourſes, Lights, Eaſements, Liberties, Privileges, Profits, Commodities, Advantages, and Appurtenances, whatſoever, thereto belonging, or in anywiſe appertaining to any Perſon or Perſons, for any Term or Number of Years, not exceeding Ninety-nine Years, to take Effect in Poſſeſſion, and not in Reverſion or Remainder, or by Way of future Intereſt, for the Purpoſe of making any new Buildings, Erections, or Improvements, on the ſame, or any Part or Parts thereof reſpectively, at the

the beſt and moſt improved yearly Rent or Rents that can be reaſonably gotten or obtained for the ſame Premiſes, or ſuch Part or Parts thereof as ſhall be ſo demiſed, without taking any Fine, Premium, or Foregift, or any Sum or Sums of Money, or other Thing in the Nature of a Fine, Premium, or Foregift, for the making of any ſuch Leaſe or Leaſes; and ſo as the Rents or Rent be reſerved, and made payable Quarterly during every Year of the Term or Terms ſo to be demiſed as aforeſaid; and that One Moiety or Half Part of the Rent or Rents ſo to be reſerved on ſuch Building Leaſes, in reſpect of the Premiſes thereby demiſed, be made payable to the ſaid Dean and Chapter, and their Succeſſors; and that the other Moiety of the Rent or Rents to be reſerved on ſuch Building Leaſes, in reſpect of the Premiſes thereby demiſed, be reſerved and made payable to the ſaid *Samuel Brandon* and the Truſtees under the Will of the ſaid *Thomas Brandon* deceaſed, or other the ſaid Leſſees or Tenants of the ſaid Dean and Chapter for the Time being, of the ſaid Lands and Premiſes, under the ſaid Leaſes, by the ſaid recited Articles of Agreement, of the Firſt Day of *March* One thouſand eight hundred and five, agreed to be granted as aforeſaid (except with reſpect to the Firſt Two Years of ſuch Term or Terms ſo to be granted by the ſaid Dean and Chapter, or their Succeſſors, and the ſame Leſſees or Tenants for the Time being, for which reſpective Firſt Two Years only One Pepper Corn ſhall be yearly reſerved); and ſo as all ſuch Leaſe and Leaſes ſo to be reſpectively granted by the ſaid Dean and Chapter, or their Succeſſors, jointly with their ſaid Leſſees or Tenants for the Time being, under the ſaid Leaſes in and by the ſaid recited Articles of Agreement of the Firſt Day of *March* One thouſand eight hundred and five, agreed to be granted as aforeſaid, be under the following Reſtrictions, (that is to ſay) that no ſuch Demiſe or Leaſe ſhall be valid in the Law, unleſs there ſhall be therein contained a Condition of Re-entry, on Non-payment of the Rent or Rents thereby to be reſpectively reſerved, ſuch Re-entry to be made on the Entirety by the ſaid Dean and Chapter, or their Succeſſors; and that from and after ſuch Re-entry ſhall be ſo made, the ſaid Dean and Chapter ſhall hold the Eſtate or Eſtates demiſed by ſuch Building Leaſe or Building Leaſes, for and during the Term or Terms reſpectively granted by ſuch Building Leaſe or Building Leaſes, in Truſt, as to One Moiety or Half Part thereof for the Uſe and Benefit of them the ſaid Dean and Chapter, and their Succeſſors; and as to the other Moiety or Half Part thereof, for the Uſe and Benefit of the Tenants or Leſſees for the Time being, who joined the ſaid Dean and Chapter in granting ſuch Leaſe or Leaſes, reſpectively, their Executors, Adminiſtrators, and Aſſigns; and unleſs the reſpective Leſſee or Leſſees, to whom ſuch Leaſe or Leaſes ſhall be reſpectively made, do execute a Counterpart or Counterparts of his, her, or their reſpective Leaſe or Leaſes, and do thereby covenant for the Payment of the Rent or Rents to be thereby reſpectively reſerved, and to build and to keep in Repair the Meſſuages and Buildings intended and agreed to be built by ſuch Leaſes reſpectively, and ſo as there be contained in ſuch Leaſes reſpectively all ſuch Conditions, Covenants, Articles, and Agreements, on the Part of the Leſſee or reſpective Leſſees, and their reſpective Executors, Adminiſtrators, and Aſſigns, to be kept, done, and performed, as are or ſhall be uſual or proper in ſuch Caſes.

Proviſo. X. Provided always, and be it further enacted, That any Renewal of the ſaid Indenture of Leaſe of the Twenty-eighth Day of *November* One thouſand ſeven hundred and eighty-nine, or of the Leaſes which ſhall be from Time to Time granted in lieu thereof, ſhall not be conſtrued to be a Surrender by Operation of Law of the then exiſting Terms of Ninety-nine Years, or in any Reſpect whatever affect the Validity of ſuch exiſting Terms of Ninety-nine Years, any Law or Statute to the contrary notwithſtanding.

General Saving of Rights. XI. Saving always to the King's moſt Excellent Majeſty, His Heirs and Succeſſors, and to all and every Perſon and Perſons, Bodies Politick and Corporate, his and their Heirs, Succeſſors, Executors, and Adminiſtrators (other than the ſaid Dean and Chapter of the ſaid Cathedral and Metropolitical Church of Chriſt, *Canterbury*, and their Succeſſors, and the ſaid *Samuel Brandon*, his Heirs, Executors, Adminiſtrators, and Aſſigns, and alſo the ſaid *Richard Brandon*, *John Carter*, and *Samuel Brandon*, as ſuch Truſtees under the ſaid Will of the ſaid *Thomas Brandon* deceaſed, and alſo all other Perſon and Perſons beneficially intereſted in, and claiming under the ſaid Will of the ſaid *Thomas Brandon*, or otherwiſe under him or under the ſaid recited Indentures of Settlement of the Twenty-ſixth Day of *July* One thouſand ſeven hundred and ninety-ſeven, the Thirtieth Day of *May* One thouſand ſeven hundred and ninety-nine, and the Eighteenth Day of *Auguſt* One thouſand eight hundred, their reſpective Heirs, Executors, Adminiſtrators, and Aſſigns), all ſuch Right, Title, Intereſt, Claim and Demand, whatſoever, of, in, to, or out of the ſaid Manor, Lands, Hereditaments, and Premiſes, reſpectively veſted, ſettled, and determined, by this Act, as they or any of them had or were entitled to, at or before the paſſing of this Act, or could or might have had in caſe this Act had not been made.

Act may be given in Evidence. XII. 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.

SCHEDULE

SCHEDULE A. of Leases to be confirmed.

N°	Date.	Grantors.	Grantees.	Situation of Premises.	Quantities. In A. R. P.	Quantities. In Feet.	Commencement of the Terms.	Length of Terms.	Rents reserved. To Dean and Chapter.	Rents reserved. To Henry Penton.	Total Rents.
									£. s. d.	£. s. d.	£. s. d.
1	26th June, 1786.	Dean & Chapter & Henry Penton, Esq.	Sam. Brandon.	Abutting South on East Street, or the new Road leading to the Kent Road.	— — —	670 by 130	Michaelmas, 1786.	99 Years.	16 15 0	16 15 0	33 10 0
2	Ditto.	Ditto.	Ditto.	Abutting North on Ditto.	— — —	650 by 130	Ditto.	Ditto.	16 5 0	16 5 0	32 10 0
3	28th Nov. 1787.	Ditto.	Ditto.	Lock's Fields.	10 0 0	—	Lady Day, 1788.	Ditto.	25 0 0	25 0 0	50 0 0
4	30th Nov. 1790.	Dean & Chapter & S. & T. Brandon.	John Dring.	Lock's Fields.	2 0 0	—	Michaelmas, 1791.	Ditto.	4 0 0	To S. and T. Brandon. 4 0 0	8 0 0
5	30th Nov. 1790.	Ditto.	Ditto.	Ditto.	3 0 0 and 1 0 0	—	Ditto.	Ditto.	8 0 0	8 0 0	16 0 0
6	Same Date.	Ditto.	Ditto.	Ditto.	6 0 0	—	Ditto.	Ditto.	12 0 0	12 0 0	24 0 0
7	Same Date.	Ditto.	Ditto.	Ditto.	7 0 0	—	Ditto.	Ditto.	14 0 0	14 0 0	28 0 0
8	Same Date.	Ditto.	Ditto.	Ditto.	3 2 0 and 1 0 0	—	Ditto.	Ditto.	9 0 0	9 0 0	18 0 0
9	Same Date.	Ditto.	Ditto.	Ditto.	2 2 0 and 1 2 0	—	Ditto.	Ditto.	8 0 0	8 0 0	16 0 0
10	Same Date.	Ditto.	Ditto.	Near Lorymore Common.	3 0 0	—	Ditto.	Ditto.	7 10 0	7 10 0	15 0 0
11	30th Nov. 1791.	Ditto.	John Carter.	Lorymore Common.	4 0 0	—	Ditto.	Ditto.	10 0 0	10 0 0	20 0 0

Schedule B.

Freehold Land of *Samuel Brandon* and the Truſtees under the Will of *Thomas Brandon*, to be given to the Dean and Chapter in Exchange for Pitt Acre.

	A. R. P.	Rent. £. s. d.
No. 1. A Piece of Freehold Ground, North Side of Saliſbury Place - - -	1 0 14	4 5 6

On this Piece of Ground there are at preſent no Buildings; but it is preſumed that there will, in the Courſe of a few Years, be one Side of a Street erected.

H. C. WRIGHT.

Schedule C.

Pitt Acre, the Freehold of the Dean and Chapter, given in Exchange to *Samuel Brandon* and the Truſtees under the Will of *Thomas Brandon*, for the Land mentioned in Schedule B.

	A. R. P.	Rent. £. s. d.
No. 1. Piece of Ground formerly called Pitt Acre, or Short Acre, and now forming a Street called Sun Street and Richmond Place - - -	1 0 11	4 5 6

On this Piece of Ground there are Buildings, as follow :	£. s. d.
Pitt Acre.—The Riſing Sun, in the Occupation of J. M'Carthy, worth	600 0 0
Richmond Place.—Seven Houſes in the Occupation of John Hilwell and others - - - - - -	1,554 0 0
Eaſt End of Ditto.—Part of two Houſes in the Occupation of Shutt and Chapman - - - - -	100 0 0
Two others in the Occupation of Driver and Kellaway - - -	504 0 0
The Moiety of a Houſe in the Occupation of ——— Rickets - - -	170 0 0
Sun Street.—Fourteen Houſes on the Eaſt Side - - -	1,050 0 0
Total Value of Buildings on Pitt Acre - £.	3,978 0 0

H. C. WRIGHT.

Schedule

Schedule D.

Freehold Land of the Dean and Chapter of Canterbury, loſt through the Negligence of their Leſſees:

	A.	R.	P.	Rent. £.	s.	d.
No. 1. A Piece of Ground, Parcel of a Field, formerly called Eaſt Lane, now called New Street and Chriſtopher Row	1	3	18			
No. 2. A Piece of Ground South Side of Eaſt Street - - - -	2	1	17			
	4	0	35	16	17	6

	£.	s.	d.
On the Piece of Ground No. 2, on the South Side of Eaſt Street, formerly Part of Home Field, containing 2 A. 1 R. 17 P. there are Buildings as follow, viz.			
On the Paſſage, at the Weſt End--Four Sheds, worth - -	25	0	0
Eaſt Street.—Twenty-ſeven Houſes in Eaſt Street, in the Occupation of Temple and others, worth - - - -	4,466	0	0
Total Value of Buildings on Eaſt Street - £.	4,491	0	0
On the Piece No. 1; (on which New Street and Chriſtopher Row is now built), containing 1 A. 3 R. 18 P. there are Buildings as follow:			
New Street.—Seventeen Houſes, No. 1 to 17 incluſive, on the North Side, occupied by Andrews and others, worth -	1,275	0	0
Fifteen Houſes, No. 19 to 33 incluſive, on the South Side, in the Occupation of Smith and others, worth -	1,050	0	0
Two Houſes at the Eaſt End, in the Occupation of Newman and Cooper, worth - - -	150	0	0
Three Houſes at the Weſt End, occupied by Leet and others, worth - - - -	225	0	0
Two ruinous Houſes on the South Side - -	50	0	0
Chriſtopher Row.—Thirteen Houſes, in the Occupation of Morgan and others, worth - - - -	975	0	0
Total Value of Buildings on Schedule D. - £.	8,216	0	0

N. B. Suppoſing theſe Grounds could be recovered by the Dean and Chapter, they would only have a reverſionary Intereſt, after the Expiration of a Ninety-nine Years Leaſe, from the Year 1790.

H. C. WRIGHT.

Schedule E.

Freehold Land belonging to *Samuel Brandon* and the Truſtees under the Will of *Thomas Brandon*, given to the Dean and Chapter of Canterbury, in Compenſation for the Land mentioned in Schedule D.

				A.	R.	P.	Rent. £.	s.	d.
No. 1. Piece of Land,	South Side of	Saliſbury Place	- - -	1	3	1	5	9	0
2. Ditto	North Side	Ditto	-	2	3	17	11	8	6
				4	2	18	16	17	6

On the Piece of Ground, No. 1, containing 1 A. 3 R. 1 P. the Buildings are as follow:

	£. s. d.
Saliſbury Place.—Four Houſes and a Part of Two others on the North Side, in the Occupation of Daviſon and others, worth	2,127 0 0
Four Houſes now building on the South Side, will be worth, when finiſhed - - - -	1,024 0 0
Two Houſes on the South Side, in the Occupation of Wells and another - - - -	512 0 0
York Street.—One Houſe, occupied by Boxall - - -	150 0 0
Total Value of Buildings on *Brandon*'s Freehold - £.	3,813 0 0

But there is ſtill a large Portion of Land on the South Side of Saliſbury Place remaining uncovered with Buildings.

On the Piece of Land, No. 2, on the North Side of Saliſbury Place, *Brandon*'s Freehold, leaſed to Mr. Secretan, containing 2 A. 3 R. 17 P. there are at preſent no Buildings; but the Situation of the Land, and the Spirit of Building which is prevalent in the Neighbourhood, warrants us to think, that in a few Years the Whole of the Land taken in Exchange will be covered with ſuperior Buildings to thoſe on the Land given up by the Church.

H. C. WRIGHT.

Schedule F.

					Church Land.			Brandon's Freehold.		
	A.	R.	P.		A.	R.	P.	A.	R.	P.
No. 1. Grant of	10	0	0	back Part of Lock's Fields - -	4	2	6	5	1	34
2. Grant of	2	0	0	Land by Salisbury Place - -	0	2	27	1	1	13
3. Grant of	7	0	0	middle or Water Part of Lock's Fields -	2	3	23	4	0	17
4. Grant of	4	2	0	Home Field, now East Street, and the Bottom of Pitt Acre - -	2	2	28	1	3	12
	23	2	0		10	3	4	12	2	36

H. C. WRIGHT.

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