ANNO QUADRAGESIMO QUINTO

GEORGII III. REGIS.

Cap. 86.

An Act for enabling the Dean and Chapter of *Canterbury* to grant a Building Leaſe of certain Lands in the County of *Surrey*, for the Term of Ninety-nine Years, to *William Clutton* and *Robert Boxall*, purſuant to an Agreement entered into for that Purpoſe. [27th *June* 1805.]

Leaſe of certain Lands to Mr. Pardon, Mr. Clutton, &c.

WHEREAS by Indenture of Leaſe bearing Date on or about the Thirtieth Day of *June*, in the Forty-ſecond Year of the Reign of Our Sovereign Lord *George* the Third, by the Grace of God, of the United Kingdom of *Great Britain* and *Ireland* King, Defender of the Faith, and ſo forth, and made or expreſſed to be made between the Dean and Chapter of the Cathedral and Metropolitical Church of *Chriſt*, *Canterbury*, of the One Part, and *John Pardon* of *Southwark* in the County of *Surrey*, Gentleman (ſince deceaſed), *William Clutton* of *Cuckfield* in the County of *Suſſex*, Timber Merchant, and *Robert Boxall* of *Croydon* in the County of *Surrey*, Yeoman, Executors of the laſt Will and Teſtament of *Thomas Clutton*, late of *Walworth* in the Pariſh of *Newington* in the ſaid County of *Surrey*, Brickmaker, of the other Part; the ſaid Dean and Chapter, for the Conſiderations therein mentioned, did demiſe, grant, and to farm let, unto the ſaid *John Pardon*, *William Clutton*, and *Robert Boxall*, all that their Meſſuage or Tenement, ſometime built by one *Clement Cornwall*, ſometime of the City of *London*, Ironmonger,

Ironmonger, on a Part or Piece of Land, Parcel of the Demeſnes of the Manor of *Walworth* in *Newington* in the County of *Surrey*, together with certain Lands there, containing by Eſtimation Twenty-two Acres more or leſs, parcelled out as follows; Firſt, One Cloſe of Land, containing by Eſtimation Three Acres, more or leſs, lying to the Great Common there, South; to the King's Highway, Weſt; to the Lands then or late of Mrs. *Woodward*, North; and to the Lands then or late in the Occupation of *William Burſton*, Eaſt: Secondly, One other Cloſe of Land containing by Eſtimation Six Acres, more or leſs, lying to the ſaid Great Common Eaſt and South; to the Lands of the ſaid Dean and Chapter, North; and to the Lands then or late of the ſaid Mrs. *Woodward*, Weſt: Thirdly, One other Piece of Land, containing by Eſtimation Three Roods, more or leſs, lying in a Corner of the ſaid Six Acres Cloſe, and bounded to the ſaid Common Eaſt and South; to the Lands then or late of Mrs. *Woodward*, Weſt; and to the Lands then of the ſaid Dean and Chapter, North: Fourthly, One other Cloſe, containing by Eſtimation Two Acres, more or leſs, lying to the ſaid Great Common, South; to the Lands then or late of Mrs. *Woodward*, Eaſt and North; and to the Lands of the ſaid Dean and Chapter, Weſt: Fifthly, One other Cloſe containing by Eſtimation Four Acres, more or leſs, lying to the Lands then or late of the ſaid Mrs. *Woodward*, North and Eaſt; to a Houſe or Tenement of the ſaid Dean aud Chapter, Weſt; to the Lands of the ſaid Dean and Chapter, South: Sixthly, One other Cloſe of Land containing by Eſtimation Two Acres more or leſs, (the Orchard and Yard there included), lying to the Lands then or late of Mrs. *Woodward*, North and South; to the King's Highway, Weſt; and to the Lands of the ſaid Dean and Chapter, Eaſt: Seventhly, One other Piece of Land containing by Eſtimation Two Acres and an Half more or leſs, adjoining to the predemiſed Tenement, Eaſt; to the Common Field there, North and Eaſt; to the King's Highway, Weſt; and to the Lands then or late of Mrs. *Woodward*, South: All which Tenement and Premiſes, with the Appurtenances, are further deſcribed as formerly demiſed to *Richard Beaumont*, *Joſeph Hopſon*, *Charles Aldrick*, and *Samuel Stode*, ſucceſſively, and with an Exception to the ſaid Dean and Chapter, and their Succeſſors, of all Timber, Woods, and Underwoods, then growing, or which during the Term thereunder written ſhould grow, in or upon the Lands before demiſed; to hold the ſame, except as before excepted, unto the ſaid *John Pardon*, *William Clutton*, and *Robert Boxall*, their Executors and Aſſigns, from the Feaſt of the Annunciation of the Bleſſed Virgin *Mary* then laſt paſt, for the Term of Twenty-one Years, at and under the clear yearly Rent of Five Pounds, payable in Manner therein mentioned, and under and ſubject to ſeveral Covenants, Conditions, and Agreements in the ſaid Indenture of Leaſe contained to be obſerved, performed, fulfilled, and kept on the Part of the Leſſees, their Executors, Adminiſtrators, and Aſſigns:

Death of Mr. Pardon one of the Leſſees.

And whereas the ſaid *John Pardon* departed this Life on or about the Twenty-firſt Day of *March* One thouſand eight hundred and three:

Articles of Agreement for a Leaſe dated about 27th March 1805.

And whereas, by Articles of Agreement indented, bearing Date on or about the Twenty-ſeventh Day of *March* One thouſand eight hundred and five, and made or expreſſed to be made between the ſaid Dean and Chapter of the one Part, and the ſaid *William Clutton* and *Robert Boxall* of the other Part, after reciting among other Things the ſaid Indenture of Leaſe, and that the ſaid *William Clutton* and *Robert Boxall* (as ſurviving Executors

Executors of the ſaid *Thomas Clutton*, deceaſed) had applied to and requeſted the ſaid Dean and Chapter to grant them, and the ſaid Dean and Chapter had agreed to grant to them a Building Leaſe of all the ſaid Premiſes comprized in the ſaid Indenture of Leaſe, upon the Surrender of a Leaſe bearing Date on or about the Twenty-fifth Day of *November* One thouſand ſeven hundred and ninety-four, granted to *William Clutton* the younger, as therein mentioned, and of the Leaſe granted to the ſaid *John Purdon*, *William Clutton* the Executor, and *Robert Boxall*, and therein-before and herein-before mentioned, and upon the Terms therein and herein-after mentioned; but inaſmuch as ſuch new Leaſe could not be granted by the ſaid Dean and Chapter under the Laws then in force: It is witneſſed and thereby mutually covenanted, concluded, declared, and agreed by and between the ſaid Dean and Chapter, and *William Clutton* the Executor and *Robert Boxall*; and firſt, the ſaid Dean and Chapter did covenant with the ſaid *William Clutton* the Executor, and *Robert Boxall*, their Executors, Adminiſtrators, and Aſſigns, that it ſhould be lawful for the ſaid *William Clutton* the Executor, and *Robert Boxall*, their Executors, Adminiſtrators, and Aſſigns, at the mutual and equal Coſts and Charges of the ſaid Dean and Chapter, and of the ſaid *William Clutton* the Executor, and *Robert Boxall*, their Executors, Adminiſtrators, and Aſſigns, to apply for an Act of Parliament to authorize and empower the ſaid Dean and Chapter, upon the Surrender of the ſaid Leaſes of the Twenty-fifth Day of *November* One thouſand ſeven hundred and ninety-four, and the Thirtieth Day of *June* One thouſand eight hundred and two, to grant a new Leaſe of all and ſingular the Meſſuages, Lands, and Premiſes comprized in the laſt-mentioned Leaſes, unto them the ſaid *William Clutton* the Executor, and *Robert Boxall*, their Executors, Adminiſtrators, and Aſſigns, for the Term of Ninety-nine Years, to commence from the Feaſt Day of *Saint Michael* the *Archangel*, then and now laſt paſt, at and under the Yearly Rent of One hundred and thirty-five Pounds, clear of all Deductions whatſoever (except any Income or Property Tax in reſpect of the ſaid Rent) the ſaid Rent to be payable by Four equal Quarterly Payments, upon the Four moſt uſual Days of Payment in the Year; that is to ſay, the Annunciation of the Bleſſed Virgin *Mary*, the Nativity of Saint *John* the Baptiſt, Saint *Michael* the Archangel, and the Birth of Our Lord Chriſt, in every Year, and the Two firſt Payments thereof to become due and to be made on the Twenty-fifth Day of *March* then next enſuing; and ſo as there ſhould be contained in ſuch Leaſe ſo to be granted as aforeſaid, a Clauſe of Re-entry for Non-payment of the ſaid Rent or Sum thereby to be reſerved by the Space of Twenty-one Days after the ſame ſhall become due and payable; and alſo Covenants on the Part of the ſaid *William Clutton* the Executor, and *Robert Boxall*, their Executors, Adminiſtrators, and Aſſigns, to the following Effect; that is to ſay, that the ſaid *William Clutton* the Executor, and *Robert Boxall*, their Executors, Adminiſtrators, and Aſſigns, ſhould from Time to Time during the Continuance of the ſaid Demiſe to be ſo made, well and truly pay or cauſe to be paid unto the ſaid Dean and Chapter, their Succeſſors and Aſſigns, the Yearly Rent to be ſo reſerved and made payable at the Times and Proportions in which the ſame ſhould be ſo reſerved, and without any Deduction whatſoever, (except as aforeſaid); and that the ſaid *William Clutton* the Executor, and *Robert Boxall*, their Executors, Adminiſtrators, and Aſſigns, ſhould, within the firſt Forty Years of the ſaid Term to be ſo granted,

granted, erect and build, or cauſe to be erected and built on ſome Part of the Premiſes to be ſo demiſed, Forty good and ſubſtantial Houſes, all to be at leaſt of the Second Claſs or Rate, and with proper and convenient Outhouſes, Edifices, Buildings, Walls, Gutters, Drains, Areas, Cellars, Sollars, Yards, and other Accommodations ſuitable to each Houſe; and during the Term to be granted, cauſe the Reſidue of the Ground to be covered with Houſes and Buildings as faſt as Circumſtances would permit and as Perſons could be found ready to build the ſame, on having Underleaſes granted at reaſonable Rents, and under reaſonable Covenants, Conditions, and Agreements; and that all and ſingular the Houſes and Buildings which ſhould be erected purſuant to the Covenants to be ſo inſerted in that Behalf, ſhould be good and ſubſtantial Houſes and Buildings; and that the ſaid *William Clutton* the Executor, and *Robert Boxall*, their Executors, Adminiſtrators, and Aſſigns, ſhould from Time to Time and at all Times during the Term to be ſo granted, well and ſufficiently repair, amend, uphold, and keep all and ſingular the Meſſuages, Tenements, Buildings, Walls, and other Erections now ſtanding, or which hereafter during the Term to be ſo granted ſhould be erected on the Premiſes to be ſo demiſed, with all manner of neceſſary Reparations and Amendments whatſoever, when, where, and as often as Occaſion ſhould require; and ſhould on the Expiration or other ſooner Determination of the Term to be ſo granted, leave and yield up unto the ſaid Dean and Chapter, their Succeſſors or Aſſigns, all and ſingular the Premiſes to be ſo demiſed, and all and ſingular the Meſſuages, Tenements, Buildings, Walls, and other Erections built or to be built on the ſame Premiſes, and all the Privies, Sinks, Drains, Wydraughts, and Watercourſes thereunto belonging, in all reſpects well and ſufficiently repaired, ſupported, upheld, maintained, paved, purged, ſcowered, cleanſed, emptied, glazed, amended, and kept, together, with all and ſingular the Wainſcots, Chimney Pieces, Slabs, Locks, Bolts, Bars, and other Fixtures which ſhould then be affixed to or upon the ſaid Premiſes to be ſo demiſed, or on the Buildings on the ſame, or which ſhould have been uſed or enjoyed therewith at any Time within Two Years next before the Expiration or other ſooner Determination of the Demiſe to be ſo made, in good Plight and Condition: And alſo that it ſhould and might be lawful to and for the ſaid Dean and Chapter, their Succeſſors and Aſſigns, Agents, Stewards, and Rent Gatherers for the Time being, with Workmen or without, at convenient Times in the Daytime, Twice or oftener in every Year during the Term to be ſo granted, to enter or come into and upon the Premiſes to be ſo demiſed or into and upon any Part thereof, to view, ſearch, and ſee the State and Condition of the ſame, and of all Defects, Decays, and want of Reparation which upon every ſuch View ſhould be found, to give or leave Notice in Writing, or otherwiſe, upon the ſaid Premiſes, to be ſo demiſed, for the ſaid *William Clutton* the Executor, and *Robert Boxall*, their Executors, Adminiſtrators, and Aſſigns, to repair or amend the ſame within the Space of Six Calendar Months next after ſuch Notice ſhould be given or left as aforeſaid; and that within the Space of Six Calendar Months next after ſuch Notice, the ſaid *William Clutton* the Executor, and *Robert Boxall*, their Executors, Adminiſtrators, and Aſſigns, ſhould repair and amend the ſame accordingly; and that the ſaid *William Clutton* the Executor, and *Robert Boxall*, their Executors, Adminiſtrators, and Aſſigns, ſhould from Time to Time and at all Times during the Term

Term to be ſo granted, bear, pay, and diſcharge the Land Tax, and all and all Manner of Rates, Taxes, Charges, and Payments, ordinary and extraordinary, parochial, parliamentary, or otherwiſe taxed, charged, aſſeſſed, or impoſed, or to be taxed, charged, aſſeſſed, or impoſed on the ſaid Premiſes to be ſo demiſed, or any of them, or the Houſes and Buildings erected and built, or to be erected and built, on the ſame Premiſes to be ſo demiſed, other than and except any Income or Property Tax which ſhould be payable for or in reſpect of the yearly Rent of One hundred and thirty-five Pounds to be ſo reſerved: And further, that the ſaid *William Clutton* the Executor, and *Robert Boxall*, their Executors, Adminiſtrators, or Aſſigns, or their under Tenants, ſhould not nor would at any Time during the Term to be ſo granted, uſe or exerciſe, or permit or ſuffer to be uſed or exerciſed in or upon the ſaid demiſed Premiſes or any Part thereof, the Trade or Buſineſs of a Slaughterman, Butcher, Melter of Tallow, Tallowchandler, Soap-maker, Tobaccopipe-maker, Sugar-baker, Fellmonger, Dyer, Diſtiller, Common Brewer, Cork-burner, Blackſmith, Farrier, Scavenger, Nightman, or any of them, or any other offenſive Trade or Buſineſs whatſoever, ſave and except that the Buſineſſes of a Blackſmith, Brewer, Butcher, Diſtiller, and Farrier, or any of them, might be exerciſed in ſuch Part of the ſaid Premiſes to be ſo demiſed as ſhould not adjoin or be within One hundred Feet of the Front of any of the High Roads in *Walworth* aforeſaid): And whereas it is for the mutual Benefit of the ſaid Dean and Chapter, and of the ſaid *William Clutton* the Executor, and *Robert Boxall*, that the ſaid Agreement ſo entered into by and between the ſaid Dean and Chapter, and *William Clutton* the Executor, and *Robert Boxall*, as aforeſaid, ſhould be carried into Execution; but by reaſon of the ſeveral Laws now in force, the ſame cannot be effected without the Aid and Authority of an Act of Parliament: May it pleaſe Your moſt Excellent Majeſty, at the humble Petition of the ſaid Dean and Chapter, and alſo of the ſaid *William Clutton* the Executor, and *Robert Boxall*, 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 after the paſſing of this Act, it ſhall and may be lawful to and for the ſaid Dean and Chapter, and their Succeſſors; and they are hereby fully authorized and empowered, notwithſtanding any Statute or Statutes, or Act or Acts of Parliament heretofore made and now in force, by Indenture duly executed under the Seal of the ſaid Dean and Chapter, to grant a Leaſe of all the Meſſuages, Lands, and Premiſes agreed to be demiſed to the ſaid *William Clutton* the Executor, and *Robert Boxall*, as aforeſaid; and of all Buildings erected and built on the ſame Lands, or any of them; and alſo of all Ways, Watercourſes, Rights, Eaſements, Liberties, Privileges, Profits, Commodities, Advantages, and Appurtenances whatſoever thereto belonging, for Ninety-nine Years, to take effect or to be computed from the Time herein-before recited and mentioned in that Behalf, for the Purpoſe of making new Buildings, Erections, or Improvements on the ſame Premiſes or any of them, or any Part or Parts thereof, in Manner and at and under the yearly Rent, Covenants, and Proviſo of Re-entry, mentioned or expreſſed in the ſame Agreement, and herein-before recited or ſet forth, according to the true Intent and Meaning of the ſame Agreement.

Expediency of carrying the ſaid Agreement into Execution.

Power for the Dean and Chapter of Canterbury to grant a Leaſe for 99 Years of the Premiſes mentioned in the ſaid Agreement to Mr. Clutton and Mr. Boxall.

General Saving.

II. Saving always to the King's moſt Excellent Majeſty, His Heirs and Succeſſors, and to all and every other Perſon or Perſons, Bodies Politick and Corporate, and his, her, and their Heirs, Executors, Adminiſtrators, and Succeſſors, (other than and except the ſaid Dean and Chapter of the ſaid Cathedral and Metropolitical Church of *Chriſt, Canterbury*, and their Succeſſors and Aſſigns), all ſuch Eſtate, Right, Title, Intereſt, Claim, and Demand, as they or any of them had before the paſſing of this Act, or could or might have had or claimed in caſe this Act had not been made.

Act may be given in Evidence.

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,

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LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN, Printers to the King's moſt Excellent Majeſty. 1805.