ANNO DUODECIMO & DECIMO TERTIO

# VICTORIÆ REGINÆ.

## *Cap.* 21.

**An Act for removing Doubts relative to the Powers of granting Building Leases contained in the Will of the Right Honourable *George Augustus Henry* Earl of *Burlington* deceased; and for other Purposes.** [1st *August* 1849.]

Will of the Earl of Burlington, dated 23d October 1829.

WHEREAS the Right Honourable *George Augustus Henry Cavendish* Earl of *Burlington* deceased, then the Right Honourable Lord *George Augustus Henry Cavendish*, in the Manner then required by Law for rendering valid Devises of Freehold Estates, duly signed and published his last Will and Testament in Writing, bearing date the Twenty-third Day of *October* One thousand eight hundred and twenty-nine, and thereby gave, devised, limited, and appointed all the Freehold and Copyhold and Leasehold Manors or Lordships, Rectories, Advowsons, Messuages, Farms, Lands, Tenements, and other Hereditaments, situate at *Latimers*, *Amersham*, *Chesham*, *Chalfonts*, *Saint Giles*, *Chenies*, *Wendover*, *Missendon*, *Princes Risborough*, *Horsendon*, and elsewhere, in the County of *Buckingham*, at *Flaundon* and *Bovingdon* and elsewhere in the County of *Hertford*, at *Sawtry* and elsewhere in the County of *Huntingdon*, and at *Brindle*, *Inskip*, and *Eccleston* in the County of

*Lancaster*, or elsewhere in *England*, of or to which he was, or at the Time of his Decease should be, seised or entitled for any Estate of Freehold or Inheritance, or over which he had a disposing Power, and which were not therein otherwise devised, and the respective Rights, Members, and Appurtenances thereof, to the Uses following; (that is to say,) to the Use of his Son the Honourable *Charles Compton Cavendish* and his Assigns during his Life, without Impeachment of Waste; and after the Determination of that Estate by any Means in his Lifetime, to the Use of the Right Honourable *Charles William* Earl *Fitzwilliam*, then the Right Honourable *Charles William* Viscount *Milton*, and the Right Honourable *Charles Anderson* Lord *Yarborough*, since deceased, and their Heirs, during the Life of the said *Charles Compton Cavendish*, in trust, by the usual Ways and Means, to preserve contingent Remainders; with Remainder to the Use of *William George Cavendish*, (Son of the said *Charles Compton Cavendish*,) and the Assigns of the said *William George Cavendish* during his Life, without Impeachment of Waste; with Remainder to the Use of the same Trustees and their Heirs during the Life of the said *William George Cavendish*, in trust to preserve contingent Remainders; with Remainder to the Use of the First and every other Son of the said *William George Cavendish*, severally and successively according to their respective Seniorities in Tail Male; with Remainder to the Use of the Second and every other Son of the said *Charles Compton Cavendish*, severally and successively according to their respective Seniorities in Tail Male; with Remainder to the Use of his the said Testator's Son the Honourable *Henry Frederick Compton Cavendish* and his Assigns during his Life, without Impeachment of Waste; with Remainder to the Use of the same Trustees and their Heirs during the Life of the said *Henry Frederick Compton Cavendish*, in trust to preserve contingent Remainders, and after his Decease to the Use of the said Testator's Grandson *William Henry Frederick Cavendish* (Son of the said *Henry Frederick Compton Cavendish*), and the Assigns of the said *William Henry Frederick Cavendish* during his Life, without Impeachment of Waste; with Remainder to the Use of the same Trustees and their Heirs during the Life of the said *William Henry Frederick Cavendish*, in trust to preserve contingent Remainders; with Remainder to the Use of his First and every other Son, severally and successively according to their respective Seniorities in Tail Male; with Remainder to the Use of the other Sons of the said *Henry Frederick Compton Cavendish* then born, successively in the Order of their Birth, and their respective Assigns for their respective Lives, without Impeachment of Waste; and after the Determination of their respective Estates by any Means in their respective Lifetime, to the Use of the same Trustees and their Heirs, during the Lives of such Sons, in trust for them respectively, and to preserve contingent Remainders; and after their respective Deceases to the Use of their respective First and other Sons, successively according to their respective Seniorities in Tail Male; (that is to say,) each such Son of the said *Henry Frederick Compton Cavendish* should take the said Estates in the Order of his Birth, and after his Decease the said Estates should go to his First and other Sons successively in Tail Male; and for Default of such Issue, to the Use of all other Sons of his

said Son *Henry Frederick Compton Cavendish*, thereafter to be born, successively according to their respective Seniorities in Tail Male; and for Default of such Issue, to the Use of his the said Testator's Grandson *George Henry Cavendish* (Second Son of his late Son the Honourable *William Cavendish*) and the Assigns of the said *George Henry Cavendish* for his Life, without Impeachment of Waste; with Remainder to the Use of the same Trustees, their Heirs and Assigns, during the Life of the said *George Henry Cavendish*, in trust to preserve contingent Remainders; and after his Decease, to the Use of his First and every other Son, severally and successively according to their respective Seniorities in Tail Male; and for Default of such Issue, to the Use of his the said Testator's Grandson *Richard Cavendish* (Third Son of his said late Son *William Cavendish*) and the Assigns of the said *Richard Cavendish* for his Life, without Impeachment of Waste, with Remainder to the Use of the same Trustees and their Heirs during the Life of the said *Richard Cavendish*, in trust to preserve contingent Remainders; with Remainder to the Use of his First and every other Son, severally and successively according to their respective Seniorities in Tail Male; and for Default of such Issue, to the Use of his the said Testator's Grandson *William Cavendish* (eldest Son of his the said Testator's late Son *William Cavendish*) and the Assigns of his said Grandson *William Cavendish* for his Life; with Remainder to the Use of the same Trustees, their Heirs and Assigns, during the Life of his said Grandson *William Cavendish*, in trust to preserve contingent Remainders; with Remainder to the Use of his said First and every other Son, severally and successively according to their respective Seniorities in Tail, with a Limitation of the ultimate Remainder or Reversion to the Use of the Most Noble *William Spencer* Sixth Duke of *Devonshire*, his Heirs and Assigns, for ever; provided always, and the said Testator did declare his Will to be, that if any Person whom he had thereby made Tenant in Tail Male of the several Manors and other Hereditaments lastly therein-before devised should be born in his Lifetime, or in due Time after his Decease, the Estate in Tail Male thereby devised to that Person should cease, and in lieu thereof the said Testator devised the Hereditaments comprised in such Estates in Tail Male to the Use of the Person whose Estate in Tail Male should so determine, for the Term of his natural Life, without Impeachment of Waste, and after the Determination of that Estate by any Means in his Lifetime to the Use of the same Trustees and their Heirs during the Life of such Person, in trust for him and his Assigns, and by the usual Ways and Means to preserve contingent Remainders, and after his Decease to the Use of his First and every other Son, severally and successively according to their respective Seniorities in Tail Male; and the said Testator gave, devised, limited, and appointed the Capital Messuage or Mansion House called *Burlington House*, with the Appurtenances thereof, and all the Property adjacent thereto, which he purchased from the said *William Spencer* Duke of *Devonshire*, and which was comprised in and conveyed to him by certain Indentures of Lease and Release bearing Date the Twenty-eighth and Twenty-ninth Days of *August* One thousand eight hundred and fifteen, and the Houses, Buildings, and Improvements which he the said

said Testator had caused to be built and made thereon, to the Uses therein mentioned, and herein-after recited or referred to; (that is to say,) after a Limitation thereof to the Use of his the said Testator's Wife, Lady *Elizabeth Cavendish*, afterwards Countess of *Burlington*, for her Life, and which has since determined by her Death, and a Limitation of the same Premises to the Use of the same Trustees and their Heirs during her Life, in trust to preserve contingent Remainders, to the Use and Intent that his Daughter the Honourable *Caroline Cavendish*, now Lady *Caroline Cavendish*, and her Assigns, might receive and take, for and during such Time as she should be single and unmarried, an Annuity of One thousand Pounds of lawful Money of *Great Britain*, to commence from the Death of the said Lady *Elizabeth Cavendish*, and to be issuing out of and charged upon the said Mansion House and the adjacent Property, and the Houses, Buildings, and Improvements thereon, and to be payable as therein is mentioned, with the usual Powers and Remedies for the Recovery thereof by Distress, Entry, and Perception of Rents and Profits; and, subject to the said Annuity, and to the Powers and Remedies therein-before contained for enforcing the Payment thereof, the said Testator declared that the said Mansion House and the adjacent Property, and the Houses, Buildings, and Improvements thereon, should be and remain to the Uses, upon the Trusts, and subject to the Powers, Provisoes, Limitations, and Declarations therein-before limited and declared of and concerning his Manors and other Hereditaments in the Counties of *Buckingham*, *Hertford*, *Huntingdon*, and *Lancaster* therein-before devised in strict Settlement; provided always, and the said Testator did by his said Will declare, that after the Decease of the said *Elizabeth* Countess of *Burlington*, his Daughter the said Lady *Caroline Cavendish* should be at liberty, so long as she should continue unmarried, and provided the said Mansion and the adjacent Property should not be purchased by the said *William Spencer* Duke of *Devonshire* under the Power therein-after contained for that Purpose, to occupy for her Residence, Rent-free, that Part of the said Property which was then occupied by his the said Testator's said Son the said *Charles Compton Cavendish*; and in the said Will now in recital was contained a Proviso or Declaration in the Words and in the Manner following; (that is to say,) "provided always, and I declare my Will "to be, that in case the said *William Spencer* Duke of *Devonshire* "shall survive me and the said Lady *Elizabeth Cavendish*, and shall "within Six Calendar Months next after the Decease of the said "Lady *Elizabeth Cavendish* desire to repossess the said Mansion "House and adjacent Property which was purchased by me from "the said *William Spencer* Duke of *Devonshire*, and shall express "such his Desire in Writing to the said *Charles William* Viscount "*Milton* and *Charles Anderson* Lord *Yarborough*, or the Survivor "of them, or the Heirs or Assigns of such Survivor, or to such other "Persons or Person as I shall nominate to be the Trustees or Trustee "of the Monies to arise from the Sale of the said Mansion House or "Property, in case the said Duke shall desire to repossess the same, "and shall within the said Six Calendar Months pay to the same "Trustees, or the Survivor of them, or the Heirs or Assigns of such "Survivor, or such other Trustees or Trustee as aforesaid, the Sum

of

" of Two hundred thousand Pounds of lawful Money of *Great* " *Britain*, the said Trustees or Trustee to whom such Desire of the " said Duke shall be signified shall, by Deed legally executed, revoke " the Uses, Trusts, and Limitations herein-before limited and declared " of and concerning the said Mansion House and adjacent Property, " and the Houses, Buildings, and Improvements thereon, and shall " limit and appoint the same to the Use of the said *William Spencer* " Duke of *Devonshire*, his Heirs and Assigns, or to such other " Uses as he shall direct;" and in the said Will is contained a Direction that the said Trustees or Trustee should, with such Consent and Approbation as therein is mentioned, lay out and invest the said Sum of Two hundred thousand Pounds in the Purchase of other Manors, Messuages, Lands, Tenements, or Hereditaments in *England*, convenient to be held with the same, or with the Hereditaments in the Counties of *Buckingham*, *Hertford*, *Huntingdon*, and *Lancaster*, therein-before devised in strict Settlement, or any of them, and should, so far or as near as Circumstances would admit, settle, convey, and assure the same to the Uses, upon the Trusts, and subject to the Powers, Provisions, and Limitations, to which the said Mansion House and the adjacent Property, and the Houses, Buildings, and Improvements thereon, would, by virtue of his said Will, stand limited if the said *William Spencer* Duke of *Devonshire* had not elected to repossess the same; and the said Testator gave and bequeathed to the same Trustees, their Executors, Administrators, and Assigns, all the Plate, China, Glass, Books, Household Effects, and Furniture which should be in and about the said Mansion House called *Burlington House* at the Time of his the said Testator's Decease, and all such Pictures, Prints, and Drawings therein as he should have purchased in his Lifetime, upon trust, so far as the Rules of Law and Equity would allow, to permit the same to be used, held, and enjoyed with the said Mansion House by the Person or Persons who for the Time being should be entitled to the said Mansion House under the Limitations thereof therein-before contained, yet so that, for the Effect of Transmission, the said Plate, China, Glass, Books, Household Effects, and Furniture, Pictures, Prints, and Drawings, should not vest absolutely in any Tenant in Tail Male under that his Will who should not attain the Age of Twenty-one Years, but nevertheless he should be entitled to the Use and Benefit thereof during his Minority; and the said Testator did further direct and declare in the Words and in the Manner following, (that is to say,) " but if the " said *William Spencer* Duke of *Devonshire* should elect to repossess " the said Mansion House, then I bequeath the said Plate, China, " Glass, Books, Household Effects, and Furniture, Pictures, Prints, " and Drawings, to the Person who at the Decease of the said Lady " *Elizabeth Cavendish* would be entitled to the actual Possession, or " to the Receipt of the Rents and Profits, of the Hereditaments to be " purchased with the aforesaid Sum of Two hundred thousand Pounds, " if such Purchase were then made;" and the said Testator directed that an Inventory of the said Plate, China, Glass, Books, Household Effects, and Furniture, Pictures, Prints, and Drawings, should be made as in the same Will is mentioned, and that Copies of the same should be deposited as in the same Will also is mentioned; and the said Testator gave, devised, limited, and appointed all the Freehold

and Copyhold and Leasehold Manors or Lordships, Messuages, Farms, Lands, Tenements, and other Hereditaments, situate at *Appletreewick*, *Ingburchworth*, *Hilton*, and *Hawnby* in the County of *York*, and at *Beard* and *Hayfield* in the County of *Derby*, of or to which he was, or at the Time of his Decease should be, seised or entitled for any Estate of Freehold or Inheritance, or over which he had a disposing Power, with their respective Rights, Members, and Appurtenances, to the Uses following; (that is to say,) to the Use of the said *William Spencer* Duke of *Devonshire* and the Right Honourable *James* Lord *Dunfermline*, then the Right Honourable *James Abercromby*, of *Stubbing Court* in the County of *Derby*, their Heirs, Executors, Administrators, and Assigns, upon the Trusts therein-after mentioned, (that is to say,) in trust for his the said Testator's said Grandson *William Henry Frederick Cavendish* and his Assigns during his Life, and after his Decease in trust for his First and every other Son and Sons, severally and successively according to their respective Seniorities in Tail Male, and for Default of such Issue upon trust to convey and assure the same, so far or as near as Circumstances would admit, to the same Uses, upon the same Trusts, and subject to the same Powers, Provisoes, Limitations, and Declarations as were in and by his the said Testator's Will limited, expressed, and declared of and concerning his Estates in the said Counties of *Buckingham*, *Hertford*, *Huntingdon*, and *Lancaster*, therein-before devised in strict Settlement, or such of them as should be subsisting and capable of taking effect; and the said Testator directed that the said *William Spencer* Duke of *Devonshire* and *James* Lord *Dunfermline*, and the Survivor of them, and the Heirs, Executors, Administrators, and Assigns of such Survivor, should, during the Minority and the respective Minorities of the said *William Henry Frederick Cavendish*, and of any of his the said *William Henry Frederick Cavendish*'s Sons entitled to the said Estates in the Counties of *York* and *Derby* for an Estate in Tail Male in possession, receive the Rents, Issues, and Profits of the said Estates, and from Time to Time lay out and invest the same, or so much thereof as should remain after paying the Interest of any Sums charged on the said Estates, or any Part thereof, in their or his Names or Name, in or upon the Public Stocks or Funds of *Great Britain*, or on Government or Real Securities in *England*, and should accumulate the same, in the Manner in the same Will directed, at Compound Interest, and the said Trustees or Trustee should apply a competent Part of such accumulated Fund in the Discharge of the Incumbrances affecting the said Estates, or any Part thereof, and should from Time to Time lay out and invest the Surplus of the said Funds in the Purchase of any Freehold Manors, Messuages, Lands, Tenements, or Hereditaments in *England*, of a clear and indefeasible Estate of Inheritance in Fee Simple in possession, or of Copyhold or Leasehold Lands convenient to be held with the same, or with his the said Testator's Estates in the Counties of *York* and *Derby*, or any of them, and should stand seised and possessed of the said Estates so to be purchased, upon the Trusts upon which he the said Testator had devised the said Estates in the Counties of *York* and *Derby*, or such of them as should be capable of taking effect, and subject to the same Powers of Leasing and of Sale and Exchange as were therein-after limited

with

with respect to the said Estates; and the said Testator did declare his Will to be, that during the Minority and respective Minorities of the said *William Henry Frederick Cavendish*, and of any Issue Male of his Body entitled under that his Will to the said Estates in the Counties of *York* and *Derby* for an Estate in Tail Male in possession, the said *William Spencer* Duke of *Devonshire* and *James Abercromby*, and the Survivor of them, and the Heirs, Executors, Administrators, and Assigns of the Survivor, should and might grant such Leases of the said Estate, or any Part thereof, as were therein-after authorized to be granted of his the said Testator's Estates in the Counties of *Buckingham*, *Hertford*, *Huntingdon*, and *Lancaster*, therein-before devised in strict Settlement, and that during the Minority of the said *William Henry Frederick Cavendish* the said *William Spencer* Duke of *Devonshire* and *James Abercromby*, and the Survivor of them, and the Heirs, Executors, Administrators, or Assigns of such Survivor, should and might convey and dispose of all or any Part of the said Estate in the said Counties of *York* and *Derby*, by way of Sale or in exchange for any Freehold, Copyhold, or Leasehold Estates, and the said Trustees or Trustee should give Receipts for the Monies to arise from any such Sale, or to be received for Equality of Exchange, and such Receipts should be an effectual Discharge for the said Monies, and the said Trustees or Trustee, their or his Heirs, Executors, Administrators, or Assigns, should stand possessed of the said Monies upon the same Trusts as were therein-before expressed and declared of and concerning the Rents and Profits of the said Estates in the said Counties of *York* and *Derby* during the Minority of the said *William Henry Frederick Cavendish*; and the said Trustees or Trustee, their or his Heirs, Executors, Administrators, or Assigns, should stand seised and possessed of any Estate to be received by way of Exchange upon the same Trusts as would be subsisting in the Hereditaments for which they should have been received in Exchange if such Exchange had not taken place; and the said Testator gave, devised, limited, and appointed the Messuage or Tenement, with the Appurtenances, in *Burlington Street* in the County of *Middlesex*, lately purchased by him of Lord *Reay*, and then in the Occupation of his the said Testator's said Son *Henry Frederick Compton Cavendish*, to the Use of his said Son *Henry Frederick Compton Cavendish* and his Assigns during his Life, Remainder to the Use of the said *Charles William* Viscount *Milton* and *Charles Anderson* Lord *Yarborough*, and their Heirs, during the Life of the said *Henry Frederick Compton Cavendish*, in trust for him, and to preserve contingent Remainders, and from and after his Decease, to the Uses, upon the Trusts, and subject to the Powers, Provisoes, Limitations, and Declarations therein-before limited and declared of and concerning his the said Testator's Manors and Hereditaments at *Appletreewick*, *Ingburchworth*, *Hilton*, and *Hawnby* in the County of *York*, and *Beard* and *Hayfield* in the County of *Derby*; and in the said Will now in recital were contained Powers of leasing the said Hereditaments, or some of them, by the same Will expressly devised, to the Use of the said *Charles Compton Cavendish*, for his Life, with Remainders over as aforesaid, in the Words following; (that is to say,) "Provided always, and I declare my Will to be, that

"it

" it shall be lawful for every Person for the Time being entitled " under this my Will to the actual Possession, or to the Receipt of " the Rents and Profits, of the Hereditaments intended to be affected " by this Power, provided such Person shall have attained the Age " of Twenty-one Years, and that during the Minority of any such " Person it shall be lawful for the Guardian or Guardians of such " Person to accept a Surrender or Surrenders of any existing Lease " or Leases, and by Deed legally executed to appoint by way of " Lease all or any Part of the Property adjacent to *Burlington* " *House*, and the Buildings and Improvements erected and made by " me on the said Property, (except the Offices, Garden, and Appur- " tenances of the said Mansion House and the Messuage adjoining " thereto,) to any Person or Persons for any Term or Number of " Years not exceeding Fourteen Years, to commence from the " making thereof, with liberty either to reserve the best yearly Rent " that can be reasonably gotten for the same, or to take a Fine or " Fines on the Renewal or granting of such Lease or Leases, " provided in such Case that the Rent reserved by such Lease or " Leases be not less in Amount than Two Thirds of the best yearly " Rent that could be reasonably gotten for the same if the Premises " so to be demised were let for the same Term without taking " any Fine for the granting the Lease thereof, and so that the " Lessees execute Counterparts thereof respectively, and thereby " covenant for the due Payment of the Rent thereby to be reserved, " and be not by any Clause or Words therein to be contained made " dispunishable for Waste; and I desire that the Fines payable for " the Extension of the existing Leases of the said Premises according " to the Provisions contained in the Leases granted or to be granted " by me thereof shall be received by and be the absolute Pro- " perty of the Person or Persons for the Time being entitled to the " Receipt of the Rents and Profits of the same Premises; provided " also, and I declare my Will to be, that it shall be lawful for every " Person for the Time being entitled under this my Will to the " actual Possession, or to the Receipt of the Rents and Profits, of the " Hereditaments in the Counties of *Buckingham*, *Hertford*, *Hunting-* " *don*, and *Lancaster*, and elsewhere, herein-before devised to my " said Son *Charles Compton Cavendish* for his Life, with such Re- " mainders as aforesaid, or of any such Estates, (provided such Person " shall have attained his Age of Twenty-one Years,) and that during his " Minority it shall be lawful for his Guardian or Guardians, by Deed " by him or them legally executed, to appoint by way of Lease all or " any Part or Parts of the Hereditaments to the actual Possession or " to the Receipt of the Rents and Profits of which such Person shall " be so entitled, to any Person or Persons, for any Term of Years not " exceeding Twenty-one Years, to commence from the making thereof, " at the best yearly Rent that can be reasonably gotten for the same, " without taking any Fine or Foregift for the making thereof, and " so that the Lessees execute Counterparts thereof respectively, and " thereby covenant for the due Payment of the Rent thereby to be " respectively reserved, and be not by any Clause or Words therein to " be contained made dispunishable for Waste; provided also, and I " declare my Will to be, that it shall be lawful for any Person for the " Time being entitled under this my Will to the actual Possession, or

" to

" to the Receipt of the Rents and Profits, of the Hereditaments " in the Counties of *Buckingham*, *Hertford*, *Huntingdon*, *Lancas-* " *ter*, *Middlesex*, and elsewhere, (except in *Sussex* and *Somerset*,) " herein-before devised, or of any such Estates, (provided such Person " shall have attained the Age of Twenty-one Years,) and that during " the Minority of such Person it shall be lawful for the Guardian or " Guardians of such Persons, by any Deed legally executed, to " appoint by way of Lease all or any Part or Parts of the same " Hereditaments (except the Capital Messuages or Mansion Houses, " with the Parks, Plantations, Pleasure Grounds, and Appurtenances " thereunto respectively belonging, now used as Family Residences,) " to any Person who shall improve or covenant or agree to improve " the same by erecting or building thereupon any new House or new " Erection, or to rebuild or repair any of the Messuages and Erec- " tions whatsoever which now are or hereafter shall be upon the " said Hereditaments, or any Part thereof, or who shall expend or " covenant to expend any Sum of Money in the Improvement or " Amelioration thereof which the Person or Persons making such " Appointment by way of Lease shall think adequate to the Interest " to be departed with, for any Term of Years not exceeding Eighty " Years, at such Rents and upon such Terms and Conditions as shall " be thought reasonable, without taking any Fine or Foregift, or any- " thing in the Nature of a Fine or Foregift, for the making thereof, " beyond such Covenants or Agreements as aforesaid, but so that " the Lessee or Lessees execute a Counterpart of the said Appoint- " ment by way of Demise or Lease so to be made to him, her, or " them respectively as aforesaid, and be not by any Clause or Cove- " nant therein to be contained exempted from Punishment for " committing Waste, further than shall be necessary for making or " effecting the Buildings or Improvements thereby covenanted and " agreed to be made;" and in the said Will now in recital were contained Powers of selling and exchanging the said Manors and Hereditaments in the Counties of *Buckingham*, *Hertford*, *Huntingdon*, *Lancaster*, and *Middlesex*, in the Words following, (that is to say,) " provided also, and I declare my Will to be, that it shall be lawful " for the said *Charles William* Viscount *Milton* and *Charles Ander-* " *son* Lord *Yarborough*, and the Survivor of them, and the Executors " or Administrators of such Survivor, at any Time or Times after " my Decease, (with the Consent and Approbation of the Person " or Persons who for the Time being shall, by virtue of the Limita- " tions contained in this my Will, be entitled to an immediate Estate " for Life in the Hereditaments which shall be sold or exchanged in " pursuance of this present Power, or (being an Infant) of his Guar- " dian or Guardians, (such Consent and Approbation to be testified " in Writing under the Hand and Seal of such Tenant for Life, or " (being an Infant) under the Hand and Seal or Hands and Seals of " such Guardian or Guardians,)) from Time to Time to make Sale of, " or to dispose in exchange for or in lieu of other Manors, Lands, " Tenements, or Hereditaments, all or any of the Manors and other " Hereditaments in the Counties of *Buckingham*, *Hertford*, *Hunt-* " *ingdon*, *Lancaster*, and *Middlesex*, and elsewhere, (except *Sussex* " and *Somerset*,) unto any Person or Persons, either together or in " Parcels, for such Price or Prices in Money, or for such other Equi-

" valent in Lands, Tenements, and Hereditaments, as shall be thought " reasonable; and for the Purposes aforesaid, and with such Consent " as herein-before is mentioned, to revoke, determine, and make void " all and every or any of the Uses, Trusts, Intents, Charges, Powers, " Provisoes, Agreements, and Declarations limited and declared in " and by this my Will of and concerning the Hereditaments which " shall be so sold or exchanged, or any of them, and to appoint and " direct such other Uses, Trusts, Powers, Provisoes, Agreements, and " Declarations as the said Trustees or Trustee shall judge necessary " or proper or expedient for effecting the Purposes aforesaid, or any " of them; and that it shall and may be lawful for the said Trustees " or Trustee upon any such Exchange to receive or give any Money " for Equality of Exchange, and that upon Payment of the Money " arising by Sale of any Part or Parts of the said Hereditaments and " Premises, (when any Part or Parts thereof shall be sold or disposed " of by them or him for a valuable Consideration in Money, or of any " Money to be paid to them or him for Equality of Exchange,) it " shall be lawful for the said Trustees or Trustee to sign and give a " proper Receipt or Receipts for such Money, which Receipt and " Receipts respectively shall be a sufficient Discharge to the Person " or Persons paying the same for so much of the Money as shall " be therein acknowledged or expressed to be received, and the " Person or Persons so paying the same, their, his, or her Heirs, " Executors, Administrators, or Assigns, shall not afterwards be " answerable or accountable for any Loss, Misapplication, or Non- " application of all or any Part of the Money; and when any Part " of the said Hereditaments and Premises shall be sold for a valuable " Consideration in Money, or any Money paid for Equality of " Exchange, all and every the Sums and Sum of Money which shall " arise by such Sale or Sales, or so to be paid for Equality of " Exchange, shall with all convenient Speed be applied by the said " Trustees or Trustee (by and with such Consent and Approbation " as aforesaid), in the first place, in Payment and Discharge of the " specific Debts and Incumbrances affecting the Hereditaments and " Premises so sold and exchanged, or any of the Hereditaments in " which the Persons who, in pursuance of the Power herein-before " contained, shall have signified his Consent to such Sale and Ex- " change, shall be entitled to an immediate Estate for Life, or of the " several Principal Sums of Money charged on the same Heredita- " ments, or any Part thereof, by virtue of the Powers herein-before " contained, or in Payment of both or a competent Part thereof " respectively; and the Residue thereof (if any) shall be laid out " and invested in the Purchase of Freehold Messuages, Lands, Tene- " ments, or Hereditaments, to be situate somewhere in *England*, of " a clear and indefeasible Estate of Inheritance in Fee Simple in " Possession, or of Copyhold or Leasehold Lands, convenient to be " held with the same, or with the Hereditaments remaining unsold; " and as well the Lands, Tenements, and Hereditaments so to be " purchased, as all and every the Lands, Tenements, and Heredita- " ments which shall be received in exchange as aforesaid, shall be " respectively settled and conveyed to such and the same Uses, and " upon such and the same Trusts, and to and for such and the same " Intents and Purposes, and charged and chargeable in the same

" Manner,

" Manner, and with, under, and subject to the same Powers, Provisoes, " Limitations, and Declarations, as are in and by this my Will limited, " declared, or expressed of or concerning the Hereditaments so sold " or conveyed in exchange, or such of them as shall be then subsist- " ing undetermined or capable of taking effect, or would have been " subsisting undetermined or capable of taking effect, in case the same " had not been sold or conveyed in exchange as aforesaid, or as near " thereto as the Deaths of Parties or other Contingencies will then " admit of;" and the said Testator nominated and appointed the said *William Spencer* Duke of *Devonshire*, *Charles Compton Cavendish*, and *James Abercromby* Executors of his Will: And whereas the said *George Augustus Henry Cavendish* Earl of *Burlington* duly signed and published Three several Codicils to his said Will, which said Codicils bear Date respectively the Twenty-fourth Day of *October* One thousand eight hundred and twenty-nine, the Twenty-fourth Day of *October* One thousand eight hundred and twenty-nine, and the Ninth Day of *March* One thousand eight hundred and thirty-three, neither of which said Codicils however operated to affect the Limitations herein-before recited or referred to of the said Messuage, Dwelling House, and Premises called *Burlington House*, or the Hereditaments adjoining thereto, or the herein-before recited Powers of Leasing or of Sale and Exchange in the said Will contained: And whereas the said Testator departed this Life on or about the Ninth Day of *May* One thousand eight hundred and thirty-four, without having altered or revoked his said Will otherwise than the same was altered by the said Codicils, and leaving the said *William Cavendish*, in the said recited Will described as eldest Son of his the said Testator's late Son *William Cavendish*, and which said *William Cavendish* the Grandson, upon the Decease of the said Testator, became Earl of *Burlington*, the Heir-at-Law of the said *George Augustus Henry* Earl of *Burlington*, him the said Testator surviving; and the same Will and Codicils were, on or about the Eleventh Day of *June* One thousand eight hundred and thirty-four, duly proved by the said Duke of *Devonshire*, *Charles Compton Cavendish*, and *James* Lord *Dunfermline*, in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the said *Elizabeth* Countess of *Burlington* departed this Life on or about the Seventh Day of *April* One thousand eight hundred and thirty-five: And whereas the said *Charles Anderson* Earl of *Yarborough* departed this Life on or about the Fifth Day of *September* One thousand eight hundred and forty-six, leaving the said *Charles William* Lord *Milton*, now Earl *Fitzwilliam*, his Co-trustee, him surviving: And whereas on or about the Twenty-fourth Day of *June* One thousand eight hundred and forty-eight *Thomas Brand*, of the *Hoo* in the County of *Hertford*, Esquire, was duly appointed a Trustee of the said recited Will, in the Room and Place of the said *Charles Anderson* Earl of *Yarborough*, to act jointly with the said *Charles William* Earl *Fitzwilliam*: And whereas the said *William George Cavendish* has recently married, but has no Issue: And whereas no Son has been born to the said *Charles Compton Cavendish* since the Death of the said Testator: And whereas on or about the Nineteenth Day of *August* One thousand eight hundred and forty-three the said *William Henry Frederick Cavendish* intermarried with the Lady *Emily Augusta Lambton*, by whom he has never

Three Codicils to Will of said Testator, dated 24th Oct. 1829, and 9th Mar. 1833.

never had any Son: And whereas the said *Henry Frederick Compton Cavendish* had Four Sons and no more, besides the said *William Henry Frederick Cavendish*, living at the Decease of the said Testator; namely, *Francis William Henry Cavendish*, *Henry Charles Lambton Cavendish*, *Charles William Cavendish*, and *George Henry Cavendish*, and no Son has been born to the said *Henry Frederick Compton Cavendish* since the Decease of the said Testator: And whereas the said *Henry Charles Lambton Cavendish* departed this Life on or about the Ninth Day of *October* One thousand eight hundred and thirty-nine: And whereas the said *Francis William Henry Cavendish* has never been married: And whereas the said *Charles William Cavendish* on or about the Twenty-sixth Day of *October* One thousand eight hundred and forty-seven intermarried with *Felicia Susan Lygon*, who departed this Life on the Twenty-eighth Day of *October* One thousand eight hundred and forty-eight, without leaving any Issue: And whereas the said *Charles William Cavendish* is still a Widower: And whereas the said *George Henry Cavendish*, the Son of the said *Henry Frederick Compton Cavendish*, on or about the Sixteenth Day of *October* One thousand eight hundred and forty-eight, intermarried with *Emily Victorine Elizabeth Rumbold*, but has no Issue: And whereas on the Fourth Day of *July* One thousand eight hundred and thirty-five the said *George Henry Cavendish* the Grandson, and in the said Will described as the Second Son of his the said Testator's late Son *William Cavendish*, intermarried with Lady *Louisa Lascelles*, by whom he has Four Sons and no more; namely, *Henry George Cavendish*, born the Twenty-fourth Day of *May* One thousand eight hundred and thirty-six, *James Cavendish*, born the Fifteenth Day of *November* One thousand eight hundred and thirty-eight, *Arthur Cavendish*, born the Twelfth Day of *December* One thousand eight hundred and forty-one, and *Walter Frederick Cavendish*, born the Sixth Day of *November* One thousand eight hundred and forty-four: And whereas the said *Richard Cavendish* has never been married: And whereas the said *William* Earl of *Burlington*, on the Sixth Day of *August* One thousand eight hundred and twenty-nine, intermarried with Lady *Blanche Georgiana Howard*, by whom he had Four Sons and no more; namely, *William* his eldest Son, who died an Infant of the Age of Five Years or thereabouts, *Spencer Compton Cavendish* commonly called Lord *Cavendish*, born the Twenty-second Day of *July* One thousand eight hundred and thirty-three, *Frederick Charles Cavendish*, born the Thirtieth Day of *November* One thousand eight hundred and thirty-six, and *Edward Cavendish*, born the Twenty-eighth Day of *January* One thousand eight hundred and thirty-eight: And whereas the said *Blanche Georgiana* Countess of *Burlington* departed this Life on the Twenty-seventh Day of *April* One thousand eight hundred and forty, and the said *William* Earl of *Burlington* is still a Widower: And whereas the Ground on which the said Messuage or Dwelling House called *Burlington House* is erected, and surrounding the same, has, since the Death of the said Testator, considerably increased in Value as Building Ground, and it is estimated that a Sum considerably exceeding the said Sum of Two hundred thousand Pounds, at which the said Duke of *Devonshire* had, under the Provisions in the same Will, the Option to purchase the same, might be realized by selling the same

to

to Persons desirous of purchasing the same for Building Speculations: And whereas the said Messuage or Dwelling House, and the Ground surrounding the same, being as a *London* Residence greatly disproportionate, both in point of Value and Extent, to the Circumstances and Fortune of the said *Charles Compton Cavendish* and his Family, the said *Charles Compton Cavendish* has determined to dispose of the same, or some Part thereof, and he is desirous of disposing of the same to the greatest possible Advantage, and proposes, instead of selling the same, to grant out the same upon Building Leases at Ground Rents, by which Means a far greater annual Value would be produced than if the same were absolutely sold under the Powers in the said recited Will for that Purpose contained, and the Sale Monies reinvested in the Purchase of Lands according to the Trusts of the said Will: And whereas Doubts have been raised whether, notwithstanding the said Capital Messuage or Dwelling House, Ground, and Premises are, under the Power in the same Will contained, authorized to be absolutely sold for a Sum of Money, or exchanged for other Lands, or let for a Term of Twenty-one Years, the said Power in the same Will contained of granting Building Leases of the said Hereditaments in the said County of *Middlesex* so devised as aforesaid extends to the said Capital Messuage or Dwelling House, and the said Ground surrounding the same, by reason of the said Exception in the same Power contained, and herein-after mentioned; (that is to say,) "except the Capital Messuages or Mansion Houses, with the "Parks, Plantations, Pleasure Grounds, and Appurtenances there-"unto respectively belonging, then used as Family Residences:" And whereas the said Testator was not, at the Time of the Execution of his said recited Will, or at the Time of his Decease, seised or possessed of any Hereditaments in the said County of *Middlesex*, other than and except the said Dwelling House in *Burlington Gardens*, so devised to the said *Henry Frederick Compton Cavendish* as aforesaid, and the said Messuage, Dwelling House, and Premises called *Burlington House*, and the Grounds surrounding the same, and the said Property adjacent thereto, commonly called the *Burlington Arcade*: And whereas the said Ground and Premises proposed to be leased by virtue of the Powers of this Act (including the Site of the said Messuage or Dwelling House, with the Outbuildings belonging thereto,) are more particularly described in the First Schedule to this Act annexed: And whereas the said Property so devised as aforesaid, and by the said Testator described as adjacent to *Burlington House*, is more particularly described in the Second Schedule to this Act annexed: And whereas it will be highly beneficial to the said *Charles Compton Cavendish*, and other the Persons entitled to Estates under the said recited Will of the said Earl of *Burlington*, if the said herein-before mentioned Doubts were removed, and such Building Leases as aforesaid were authorized to be granted, and if the Term for which Building Leases may be granted pursuant to the said Will was, so far as relates to the said Messuage, Dwelling House, Ground, and Premises, extended to Ninety-nine Years, and if further Powers and Provisions in reference thereto were granted and enacted: But inasmuch as the Purposes aforesaid cannot be effected without the Aid of Parliament, therefore Your Majesty's most dutiful and loyal Subject, the said *Charles Compton Cavendish*, doth hereby most humbly beseech

beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall be lawful for the said *Charles Compton Cavendish* during his Life, and after his Decease to and for the Persons and Person who shall for the Time being be beneficially entitled under or by virtue of the said recited Will of the said *George Augustus Henry* Earl of *Burlington* to the immediate Estate of Freehold of and in the said Ground and Premises specified in the said First Schedule to this Act annexed, or, being an Infant, for his or her Guardian or Guardians, from Time to Time, by any Deed or Deeds, to demise and lease the same Ground and Premises, or any Part or Parts thereof, for any Term or Number of Years not exceeding Ninety-nine Years in possession, to any Person or Persons whomsoever who shall be willing to erect and build any House or Houses, Erections or Buildings, on the Ground proposed to be demised, or any Part thereof, or who shall be willing to annex any Part of the said Ground for Gardens, Yards, or other Conveniences to Buildings erected and built, or to be from Time to Time erected and built, on the said Lands, or any of them, or who shall be willing otherwise to improve or repair any House or Houses, Erections or Buildings, which hereafter shall be on the said Land or Ground, or to erect or build any other House or Houses, Erections or Buildings, in lieu thereof, or in addition thereto; and with or without Liberty for the Lessee or Lessees to take down or remove all or any Part or Parts of the Buildings standing or being upon the Ground and Premises in such Leases respectively to be comprised, and to apply and dispose, by Sale or otherwise, of the Materials thereof to such Uses and Purposes as shall be agreed upon; and with or without Liberty, in Cases where such Liberty shall be applicable, for the Lessee or Lessees to set out and allot any Part or Parts of the Premises to be comprised in any such Lease or Leases as and for the Site of any Mews, Streets, Squares, Roads, Ways, Avenues, Passages, Sewers, Drains, Yards, Gardens, Pleasure Grounds, open Spaces, or otherwise, for the Use and Convenience of the respective Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement of the Premises; and also with or without Liberty for the Lessee or Lessees to dig and excavate in or under any Part of the Ground or Premises which may be so set out and allotted for Streets, Squares, Roads, Ways, Avenues, Passages, or otherwise, as aforesaid, Arches, Cellars, or other Easements to any Houses or Buildings; and also with or without Liberty for the Lessee or Lessees to dig, take, and carry away, in and out of the Land or Ground to be comprised in his, her, or their Lease or respective Leases, any such Earth, Clay, Sand, Gravel, or other Soil as it shall be found necessary or convenient to remove for effecting any of the Purposes aforesaid, and also to dig and excavate any Earth, Clay, Gravel, or Sand out of any convenient Part of the respective Premises to be comprised in such respective Leases, to be sold, or otherwise disposed of, as may be agreed upon; and also with or without any other Liberties or Privileges which to the Person or Persons granting such Lease or Leases respectively shall seem reasonable; so as in every such Lease or Demise there be reserved and made payable (except in the Cases where Peppercorn

Power to grant Leases for Ninety-nine Years for Building Purposes of Lands, &c. in the First Schedule.

Rents

Rents may be reserved under and by virtue of the Powers and Provisions herein expressly or by reference contained) the best yearly Rent that at the Time of the making of such Lease or Demise can be reasonably had or gotten for the same, to be made payable half-yearly or oftener, free from all Deductions whatsoever (except the Income or Property Tax, the Land Tax, the Sewers Rate, and other Outgoings usually paid by Landlords, or such of them as it may be thought fit to except), and to commence and take effect either from the Date of every such Lease or Demise, or at the End or within the Period of Ten Years to be computed from the Date of every such Lease or Demise, or by progressive Proportions at any Time or Times within the said Ten Years; and so as every such Demise or Lease be made without taking any Fine, Premium, or Foregift, or anything in the Nature thereof; and so as there be contained in every such Demise or Lease Covenants by the Lessee or Lessees with the Lessors or Lessor in such Lease, their or his Heirs or Assigns, to keep in repair any Messuage or Building, Messuages or Buildings, then erected or built, or to build or finish and keep in repair any Messuage or Building, Messuages or Buildings, then about to be built or in progress, or to rebuild or repair and keep in repair any Messuage or Building, Messuages or Buildings, erected and built, or intended and agreed to be rebuilt or repaired, or otherwise to improve the Premises comprised therein, in every Case in which such Covenants may be applicable, and as each Case may require, and to keep the Buildings, if any, in such Lease insured from Damage by Fire, to the Amount of Two Third Parts of the Cost or Value thereof, in some or one of the public Offices for insuring against Damage by Fire, and to surrender and leave in repair the Premises in the same Lease, with the Messuages and Buildings (if any) thereon erected and built, or agreed to be erected and built, or finished, or to be rebuilt or repaired, or to be otherwise improved, as each Case may require, at the End of the Term of each such Lease respectively; and so that there be contained in every such Lease respectively a Proviso or Condition of Re-entry for Nonpayment of the Rent or Rents to be thereby reserved, or any Part thereof, for the Space of Thirty Days after the same shall become due and payable, (unless the same shall be a Peppercorn Rent,) or for Nonperformance of any of the Covenants, Provisoes, and Conditions therein contained on the Part of the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns; and any such Lease may be with or without a Proviso that no Breach of any of the Covenants therein contained (except of the Covenant for the Payment of the Rent, and of the Covenant for Insurance against Damage by Fire, and of such other Covenant or Covenants (if any) as may be agreed on between the Parties to be so excepted,) shall occasion any Forfeiture of such Lease, or of the Term thereby granted, or give any Right of Re-entry, unless or until Judgment shall have been obtained in an Action for such Breach of Covenant, nor unless the Damages and Costs to be recovered in such Action shall remain unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action; and there may be inserted in any and every such Lease such Exception or Reservation of Drains, Sewers, and Passages, and free running of Water, as may be deemed convenient, or for the Improvement

ment or well Management of the Estate; and every or any such Lease may also contain any Covenants, Provisoes, or Conditions restrictive of the Rights of any Lessee or Lessees, and regulating or relating to the Mode of Enjoyment by such Lessee or Lessees, or the Tenant or Tenants of the Hereditaments to be demised, as may be deemed reasonable; and any and every such Lease may also contain any other Covenants, Agreements, Reservations, Powers, Conditions, or Restrictions usually inserted in Leases of a similar Description as shall or may appear reasonable to the Persons or Person for the Time being exercising this present Power, nevertheless the respective Lessees shall execute Counterparts of their respective Leases.

Certificates to be Evidence of the Execution of Counterparts.

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

Ground may be appropriated for Yards, Gardens, &c.

III. And be it enacted, That it shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases as aforesaid to lay out and appropriate any Part or Parts of the Lands or Grounds of which he, she, or they respectively is or are herein-before authorized to grant Leases as aforesaid, as and for Mews, or for a Way or Ways, Street or Streets, Square or Squares, Avenue or Avenues, Passage or Passages, Sewer or Sewers, or other Conveniences for the general Improvement of the same Lands or Grounds respectively, and the Accommodation of the Lessees, Tenants, or Occupiers thereof, in such Manner as to such Person or Persons shall seem advisable, and to make and enter into such Stipulations with such Lessees, Tenants, or Occupiers with respect to the same, and the Use and Enjoyment thereof, or in any other respect, as to the said Person or Persons shall seem reasonable.

Contracts may be entered into for granting Building Leases.

IV. Provided always, and be it enacted, That it shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases as aforesaid to enter into any Contract or Contracts in Writing for granting any Lease or Leases of all or any Part or Parts of the Grounds and Premises of which he, she, or they respectively is or are herein-before authorized to grant Leases as aforesaid, with the Buildings (if any) which shall be standing thereon, pursuant to the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable, and to agree that when and as any Grounds or Buildings so agreed to be let, or any Part thereof, shall be built, rebuilt, or repaired, laid out, formed, or improved, in the Manner and to the Extent to be stipulated in any such Contract or Contracts, by One or more Deed or Deeds to demise or lease the Ground or Buildings mentioned in such Contract or Contracts, or any Part or Parts thereof, to the Person or Persons contracting to take the same as aforesaid, or his, her, or their Executors, Administrators, or Assigns, or to such other Person or Persons as he, she, or they shall nominate and appoint

appoint in that Behalf, for and during the Remainder of the Term to be specified in such Contract or Contracts, and in such One or more Parcel or Parcels, and under and subject to the whole or such Portion or Portions of the yearly Rent or Rents to be specified in such Contract or Contracts, as shall be thought proper, but so nevertheless that if the yearly Rent to be reserved in any such Lease shall bear a greater Proportion to all the Rent in the Contract agreed to be reserved than the Quantity of Land to be comprised in such Lease shall bear to all the Land comprised in such Contract, then and in such Case the same Rent shall not exceed One Fourth Part of the estimated clear yearly Rack-rent Value of the Lands and Buildings to be comprised in such Lease, when fit for Habitation or Use; and (if the Person entering into such Contract or Contracts as aforesaid shall think the same expedient) to agree that the full Rent specified in such Contract or Contracts shall be reserved in the Leases to be granted of a given Quantity, to be specified in such Contract or Contracts, of the Lands and Grounds thereby agreed to be demised, and that the Residue thereof shall be demised at the yearly Rent or yearly Rents of a Peppercorn; and if no given Quantity of Land or Ground for such Purpose shall be specified in such Contract or Contracts, to agree that when the full Rent agreed to be reserved shall have been reserved in the Lease or Leases granted of a competent Part or competent Parts of the said Lands or Grounds thereby agreed to be demised, the Residue thereof (if any) shall be demised by One or more Lease or Leases at the yearly Rent of a Peppercorn; and in case of Leases to be granted at the yearly Rent of a Peppercorn, to agree to grant the same either before or after the Land or Ground to be therein comprised shall have been built upon, laid out, or improved, and either with or without any Covenant or Obligation on the Part of the Lessee or Lessees to build upon, lay out, and improve the same; and to agree that the yearly Rents agreed to be reserved in such Contract or Contracts may be made to commence at such Period or Periods within Ten Years from the Date of such Contract or Contracts, and may be made to increase periodically, beginning with such Portion of the full Rent thereby agreed to be paid as shall be thought advisable, and increasing up to the full Rent as shall be found convenient or thought proper, and as in such Contract or Contracts respectively shall be expressed, regard being had to the Quantity of Land or Ground from Time to Time agreed to be demised, and the Progress of the Buildings stipulated to be erected thereon; and to agree that when and as any Lease or Leases shall be granted of any Part or Parts of the Hereditaments so contracted to be leased, the Hereditaments for the Time being leased shall be discharged from such Contract or Contracts, and that the Person or Persons with whom such Contract or Contracts shall be entered into shall remain liable, in respect of such Part or Parts of the Hereditaments comprised in such Contract or Contracts which shall not for the Time being be leased, to the Payment of such Portion or Portions of the Rent or Rents by such Contract or Contracts agreed to be paid as shall be found convenient, and as shall be thought proper, and as shall in such Contract or Contracts be provided for; and also to agree that the Person or Persons with whom such Contract or Contracts may be entered into may have, exercise, and

enjoy all or any of the Liberties which are authorized to be granted to Lessees under the Power of leasing herein-before contained.

Contracts to contain Clauses of Re-entry, and a Condition that Lessees execute Counterparts of their Leases.

V. Provided always, and be it enacted, That in every such Contract there shall be inserted a Clause or Condition for vacating the same Contract as to or for the Entry upon such Part or Parts of the Land and Buildings therein comprised and agreed to be let as shall not have been actually leased, and shall not be built on, rebuilt or repaired, laid out, formed, or improved, in the Manner therein stipulated, within a reasonable Time, to be therein appointed; and also a Clause or Condition that the Person or Persons to whom such Lease or Leases ought to be granted pursuant to such Contract shall accept the same, and execute a Counterpart or Counterparts thereof; and every such Contract shall be binding on all Persons interested in the Hereditaments to be comprised therein, and shall be carried into execution by a Lease or Leases to be granted in pursuance of the Power and subject to the Restrictions herein-before contained, so far as the same shall be applicable.

Power to alter, release, and surrender Contracts.

VI. And be it enacted, That in reference to and in respect of any Contract or Contracts in Writing for any Lease or Leases of any Part or Parts of the said Lands and Hereditaments which may be entered into by virtue of this Act, it shall be lawful for the Person or Persons for the Time being authorized to grant Leases by virtue of this Act, from Time to Time, and whether such Contract or Contracts shall have been already added to or explained by virtue of this Provision or not, to enter into any new Covenants or Agreements, either in relation to the Apportionment of Rents, or to the leasing of any Part or Parts of the Hereditaments comprised in such previous or future Contract or Contracts, at a Peppercorn Rent or Rents, or to the charging of any Portion or Portions of the Rent agreed by any Contract or Contracts to be received upon all or any Part of the Hereditaments comprised in any other Contract or Contracts, in relief or exoneration of the Hereditaments originally charged, or otherwise in relation to the Hereditaments comprised in such previous or future Contract or Contracts, either with or without reference to the Hereditaments comprised in any other Contract or Contracts with any Person or Persons with whom any Contract or Contracts shall have been entered into by virtue of this Act, or who shall be for the Time being entitled to the Benefit of any such Contract or Contracts by way of Addition to or Variation or Explanation of all or any Part of the Covenants and Agreements in such Contract or Contracts respectively contained, so nevertheless that all such Contract or Contracts respectively shall, when so added to, explained, or altered, be and continue conformable to the Powers and Provisions of this Act; also to release the Person or Persons respectively for the Time being entitled to the Benefit of any Contract or Contracts which shall be entered into by virtue of this Act, and his, her, or their Heirs, Executors, Administrators, or Assigns, of and from the Observance of all or any Part of the same Contract or Contracts respectively; and, if the same shall be thought expedient, to enter into any new Covenants or Agreements with such Person or Persons, and his, her, or their Executors, Administrators, or Assigns, in lieu of such Contract or Contracts,

or

or of the Part or Parts of the same Contract or Contracts which shall have been so released, (so nevertheless that after such Release or Releases respectively, or such new Covenants or Agreements as last aforesaid, such Contract or Contracts respectively shall continue to be conformable with the Powers and Provisions of this Act, except as aforesaid,) or to accept a Surrender or Surrenders of all or any Part of the Hereditaments comprised in any such Contract or Contracts as aforesaid; and the Hereditaments so surrendered shall or may be contracted or agreed to be leased, and afterwards leased under the Powers and Authorities herein-before contained, in the same or the like Manner as if no Contract or Contracts for leasing the same had been previously entered into or executed.

Leases void or voidable for Informality may be confirmed.

VII. And be it enacted, That it shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases as aforesaid to confirm any Lease or Leases which may be granted by virtue of this Act, in any Case in which, by reason of some technical Error or Informality in granting or executing the same, or in entering into the Contract for granting the same, such Lease or Leases shall be void or voidable, or to grant any Lease or Leases pursuant to the Powers and subject to the Restrictions herein-before contained, in lieu of such void or voidable Lease or Leases, for any Term or Number of Years not exceeding the then Residue of the Term or Terms of Years granted or purported to be granted by such void or voidable Lease or Leases, and at and under the same yearly Rent or Rents, or at a larger yearly Rent or Rents than was or were reserved in such void or voidable Lease or Leases respectively, so nevertheless that no Fine or Premium shall be accepted and taken for making any such Confirmation or Confirmations or new Lease or Leases respectively.

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

VIII. And be it enacted, That it shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases as aforesaid to accept or authorize a Surrender or Surrenders of all or any of the Lands and Hereditaments comprised in any Lease or Leases respectively which may be granted under this Act, and upon any such Surrender by any Deed or Deeds to demise the Lands and Hereditaments so to be surrendered, or any Part thereof, either together or in Parcels, and either alone or together with any other Part of the Lands and Hereditaments which are hereby authorized to be leased as aforesaid, for any Term of Years in possession, not exceeding the Term for which Leases are herein-before authorized to be granted, making such Allowance or Remuneration, by way of Remission of annual Charge upon the Premises so surrendered, to the Person so surrendering the same, in regulating the Rent and other Terms upon which new Leases shall be granted, either to the Person surrendering or to any other Person, for the Value (if any) of the Estate or Interest which shall have been so surrendered, as the Person or Persons granting such Lease shall think reasonable, but so that no such Allowance by way of Remission of annual Charge shall continue or endure for a longer Term or Period than the Term or Period at which the Estate or Interest which shall be surrendered, if such Estate or Interest had not been surrendered,

dered, would have determined by Effluxion of Time, with Liberty to reserve the Rent originally reserved by the surrendered Lease either as an entire Rent or as an apportioned Rent or Rents issuing out of separate Parcels; and in Cases of Leases to be granted at pecuniary Rents, the same Rents may be made to increase periodically, beginning with such Portion of the full Rent thereby reserved as shall be thought advisable, and increasing up to the full Rent as shall be found convenient or thought proper; and also, if Possession of the Hereditaments comprised in any Lease or Contract made or entered into under the Powers of this Act, or any Part thereof, shall be resumed, or the same Hereditaments shall be re-entered upon or recovered under or by virtue of any Condition of Re-entry in such Lease or Contract contained, or otherwise, then and in every such Case it shall be lawful for the Person or Persons for the Time being herein-before authorized to grant Leases either to grant Leases, or to enter into Contracts to grant Leases as aforesaid, and afterwards to grant Leases of the same Hereditaments, under the Powers and Authorities herein-before contained, in the same Manner as if no Lease or Contract for Lease thereof had been previously granted, but so nevertheless that no Fine or Premium, or anything in the Nature thereof, shall be accepted or taken for the making or doing thereof; and when and as any new Lease or Leases shall be granted of any Part or Parts of the Lands or Buildings comprised in any surrendered Lease, the Lease so surrendered shall form no Part of the Title at Law or in Equity to the Lease or Leases which may be granted under the Power for that Purpose lastly herein-before contained: Provided always, that every Lease which shall purport to be granted by virtue of this Act in pursuance of any previous Contract shall be deemed and taken to be duly granted, notwithstanding any Variation between such Lease and any such previous Contract, and that such Lease, if preceded by a Contract, shall be valid, although such Contract shall not in all respects have been duly observed; and that after any Lease shall have been executed no previous Contract shall form any Part of the Evidence of the Title at Law or in Equity to the same Lease, or the Hereditaments comprised therein; provided that such Lease shall not be inconsistent with the Provisions and Restrictions in this Act expressly contained with respect to the Leases hereby authorized to be granted or to be contracted or agreed to be granted.

To lease Premises re-entered upon for Forfeiture.

After Leases executed no previous Contract not to form Evidence.

Recital as to Covenants.

IX. And whereas it happens in many Cases that the Strictness of the Covenants contained in Leases of Lands and Hereditaments operates detrimentally to the Estate by preventing the Lessees and other Persons from making Improvements and Alterations which would benefit the same Estate, and the Circumstances of the Estate frequently require that many of the Covenants in the same Leases of the said Lands and Hereditaments should become released: Be it therefore enacted, That it shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases as aforesaid from Time to Time to release the Person or Persons to whom any Lease or Leases shall have been granted under the Powers of this Act, and the Heirs, Executors, Administrators, and Assigns of such Person or Persons, of and from the Observance of any or either of

Power to release Covenants.

of the Covenants, Agreements, or Conditions in such Lease or respective Leases contained, which the Person or Persons for the Time being authorized to grant Leases as aforesaid shall consider may be released without Injury to the said Lands and Hereditaments, or any Part or Parts thereof, not being any Covenant, Agreement, or Condition herein-before expressly mentioned and required to be reserved or contained in a Lease or Leases to be granted under the Powers of this Act; and provided that no Fine, Premium, or Foregift, or anything in the Nature thereof, shall be taken for the making or doing thereof: Provided also, that a Memorandum or Memorandums of such Release or respective Releases, signed by the Person or Persons releasing the same, shall be indorsed on the Lease in which the Covenant so released is or may be contained.

Memorandum to be indorsed.

X. And whereas it may occur that Persons are desirous of improving the Accommodation of Houses by means of Additions thereto, and by the Annexation of Yards, Gardens, or Buildings, and from Facilities afforded in this respect Persons may be induced to become Lessees and Occupiers of Houses to the great Benefit and general Improvement of the same Estate: And whereas it is conceived that it will operate to the Advantage of the said Estate, if Power was granted to facilitate, in the Manner herein-after mentioned, such Accommodation as herein-before is mentioned or referred to: Be it therefore enacted, That it shall be lawful for the Person or Persons for the Time being authorized to grant Leases as aforesaid from Time to Time to take and accept a Surrender or Surrenders of any Lease or Leases for the Time being subsisting of Lands and Hereditaments immediately adjoining any House or Premises which may be so desired to be improved or added to, and, in like Manner as herein-before is mentioned of any other Leases herein-before authorized to be granted, to demise the same Lands and Hereditaments the Lease whereof shall have been so surrendered, or any Part thereof, to the Person or Persons who shall be desirous of making such Additions or Improvements as aforesaid, for such or the like Term or Number of Years unexpired as such Person or Persons may hold the Hereditaments so to be improved or added to as aforesaid, and either with or without all or any such and the like Liberties and Privileges as are herein-before authorized to be granted to any Lessee or Lessees under the Power of Leasing herein-before contained, and at such Rent or Rents as to the Person or Persons for the Time being exercising this present Power shall seem reasonable, but without taking any Fine, Premium, or Foregift, or anything in the Nature thereof, for the making or doing thereof, and under and subject to such and the like Covenants, Provisoes, and Agreements as in the Lease or Leases of the Premises so desired to be improved or added to are contained, or such and so many of the same Covenants, Provisoes, and Agreements as shall to the Person or Persons for the Time being exercising this present Power seem fit; and also to re-demise and re-let the Remainder of the Hereditaments which shall have been so surrendered, to the same or any other Person or Persons, for the Residue of the Term which was subsisting immediately before such Surrender, without taking any Fine, Premium, or Foregift for the making or doing thereof, at such Rent or Rents as to the Person or Persons for the Time being exercising

Recital that Persons may be desirous of improving their Houses.

Power to accept Surrenders for such Purposes.

cising this present Power shall seem reasonable, and under and subject to such and the same Covenants, Provisoes, and Agreements in the Lease or Leases so surrendered, or such of them, as to the Person or Persons for the Time being exercising this present Power shall seem fit.

Recital that Cases may occur in which Surrenders cannot be made.

Power to grant Leases for such Accommodation.

XI. And whereas Cases may arise in which Surrenders of Leases for the Purposes aforesaid cannot be conveniently made: Be it therefore enacted, That in every Case when it shall happen that a Surrender of a Lease for the Purposes of such Accommodation as aforesaid cannot be conveniently obtained, and the Person or Persons desirous of making such Improvement or Addition as aforesaid shall have procured an Assurance by way of Assignment of an original Lease or an Underlease of the then Residue of the Term, or of the Residue of such Term except a few Days, of and in the Hereditaments and Premises which may be required for such Accommodation as aforesaid, it shall be lawful for the Person or Persons for the Time being authorized to grant Leases as aforesaid, in such Manner as hereinbefore is provided for granting any Leases or Demises under the Powers of this Act, to demise or lease the Hereditaments which shall be required for such Accommodation as aforesaid, to the Person or Persons who shall be desirous of making such Addition or Improvement as aforesaid, for such a Term of Years (to commence at, upon, or immediately after the Expiration of the then subsisting Lease of the same Hereditaments and Premises) as, together with the then subsisting Term of Years in the same Premises, will make up the full Period or Term of Years for which the Premises so desired to be improved is then held, at and for such Rent and Rents as to the Person or Persons for the Time being exercising this present Power shall seem reasonable, and under and subject to such and the like Covenants, Provisoes, and Agreements as in the Lease or Leases of the Premises so desired to be improved or added to are or may be contained, or such and so many of the same Covenants, Provisoes, and Agreements as shall be applicable under the Circumstances, subject nevertheless, in case such Assignment shall be for an Underlease only, to the then Residue unexpired of the original Lease.

Power to make Arrangements for lighting, &c.

XII. Provided always, and be it enacted, That it shall be lawful for the Persons or Person in whom the aforesaid Power of Leasing herein contained shall for the Time being be vested (with such Consent as therein mentioned), at any Time or Times after the passing of this Act, to make or enter into any Arrangement or Arrangements with the respective Lessees or Tenants of the Ground and Premises hereby authorized to be leased, or with some or any of such Lessees or Tenants, either alone or in conjunction with any other Person or Persons, for the lighting, paving, draining, and cleaning, or for the general Improvement of the said Hereditaments, or any of them, and the Roads, Streets, Ways, and Passages in and about the same, or for any of the Purposes aforesaid; and for such Purposes, or any of them, to give and grant or allow such Easements, Rights, Liberties, and Privileges, to any Person or Persons whomsoever, as shall or may be deemed expedient, and under and subject to such Provisoes, Conditions, and Restrictions as shall be deemed proper; and in consequence or for carrying into effect any such Arrangement or any intended or contem-

contemplated Arrangement for the Purposes aforesaid, or any of them, in any Lease and Leases or Contract or Contracts to be respectively made and entered into by virtue of the Powers aforesaid, or any of them, to insert or cause to be inserted in such Lease or Leases and Contract or Contracts to be respectively made and entered into by virtue of the Powers aforesaid, or any of them, such Covenants, Agreements, and Stipulations on the Part of the Lessee or respective Lessees, his, her, or their Executors, Administrators, and Assigns, and such Reservations, Provisoes, and Conditions as shall or may be thought requisite or proper; and all or any Leases or Contracts to be respectively made or entered into as aforesaid shall be valid and effectual, notwithstanding the Insertion therein of such Covenants, Agreements, and Stipulations, Reservations, Provisoes, and Conditions, as last aforesaid, or any of them.

As to Heir-looms.

XIII. And whereas, pursuant to the Trusts in the said recited Will of the said Earl of *Burlington* contained, an Inventory of the said Plate, China, Glass, Books, Household Effects, Furniture, Pictures, Prints, and Drawings in or about the said Mansion House called *Burlington House*, by the said Will bequeathed to the said Trustees, upon the Trusts, for the Purposes, and in the Manner aforesaid, was duly made, and, according to the Provisions in the said Will contained and herein-before referred to, authenticated by the Signature of the said Trustees, and attested Copies of the said Inventory were deposited with the Title Deeds of the said Mansion House: And whereas it is expedient that Provision should be made for the Settlement or Disposal of the said Plate, China, Glass, Books, Household Effects, Furniture, Pictures, and Drawings in or about the said Mansion House called *Burlington House*, so respectively bequeathed to the said *Charles William* Earl *Fitzwilliam* and *Charles Anderson* Lord *Yarborough*, in case the said Mansion should be leased or pulled down under the Powers of this Act: Be it therefore enacted, That in case the said Mansion House shall be leased or pulled down under the Powers of this Act, the said *Charles William* Earl *Fitzwilliam* and *Thomas Brand*, their Executors, Administrators, or Assigns, or other the Trustees or Trustee or the Person or Persons in whom under the Provisions of the same Will the said Plate, China, Glass, Books, Household Effects, Furniture, Pictures, Prints, and Drawings shall be at any Time vested, shall stand and be possessed of and interested therein, upon the Trusts, and for the Intents and Purposes, and with, under, and subject to the Powers and Restrictions hereinafter expressed or referred to of and concerning the same; (that is to say,) upon trust, so far as the Rules of Law and Equity will allow, to permit the same to be used, held, and enjoyed with the Mansion and Estate by the said recited Will devised to the Use of the said *Charles Compton Cavendish* and his Assigns for his Life, with Remainder over as aforesaid, situate in the said County of *Buckingham*, and usually called *Latimer*, by the Person or Persons who for the Time being shall be entitled to the same Mansion and Estate under the Limitations thereof in the same Will contained, yet so that, for the Effect of Transmission, the said Plate, China, Glass, Books, Household Effects, and Furniture, Pictures, Prints, and Drawings, shall not vest absolutely in any Tenant in Tail Male under the same Will who shall not attain

attain the Age of Twenty-one Years, but nevertheless he shall be entitled to the Use and Benefit thereof during his Minority: Provided nevertheless, that as to such of the said Articles and Premises as shall consist of Household Furniture and Effects, it shall be lawful for the said *Charles William* Earl *Fitzwilliam* and *Thomas Brand*, their Executors, Administrators, or Assigns, or other such Trustees or Trustee, Person or Persons as aforesaid, at the Request in Writing of the said *Charles Compton Cavendish*, or other the Person or Persons for the Time being entitled to the Use and Enjoyment thereof for the Time being under the Trusts in the same Will contained, to sell and dispose of the same, or so much and such Part or Parts thereof as the said *Charles William* Earl *Fitzwilliam* and *Thomas Brand*, their Executors, Administrators, or Assigns, or other such Trustees or Trustee, Person or Persons as aforesaid, shall, in his or their entire Discretion, think fit, and shall stand possessed of and interested in the Monies (if any) to arise from such Sale or Sales, upon such or the like Trusts, and for such or the like Intents and Purposes, as are in and by the said recited Will expressed, declared, and contained of and concerning the Monies to arise under an Exercise of the Powers of Sale in the same Will contained of any Lands or Hereditaments in the said County of *Buckingham* by the same Will devised to the Use of the said *Charles Compton Cavendish* and his Assigns for his Life, with Remainders over as aforesaid, or the same may be applied in or towards the Expenses of this Act, or in discharge of any Incumbrances affecting the Fee Simple of the same Estates under the same Will or this Act; and the said Inventory so made and authenticated as aforesaid, and the said Copies thereof, shall, upon any such leasing or pulling down of the said Mansion House called *Burlington House*, be deposited with the Title Deeds of the said Mansion and Estate called *Latimer*.

Leases to be binding on Lady Caroline Cavendish.

XIV. And be it enacted, That every Lease which shall be granted, and Contract for a Lease which shall be entered into, in pursuance of this Act, shall be absolutely valid and binding at Law and in Equity upon the said Lady *Caroline Cavendish*, as well in respect of her said Annuity or yearly Rent-charge of One thousand Pounds so limited, charged, or devised to her during such Time as she shall be single or unmarried as aforesaid, as also in respect of her Estate and Interest for her Life of and in the Part of the said Property called *Burlington House*, so devised to her during so long as she shall continue unmarried as aforesaid.

Costs of this Act to be paid by Charles Compton Cavendish, but to be a Charge upon the Estate.

XV. And be it enacted, That all Sum and Sums of Money, Costs, Charges, and Expenses which have been or shall be paid or incurred preparatory and with a view to this Act, and in obtaining and passing the same, and of or relating to any Application to the Court of Chancery, or any other Proceedings for ascertaining, taxing, and settling the Amount thereof, and of the Proceedings and Instruments for securing the same, shall be paid by the said *Charles Compton Cavendish*, his Executors or Administrators; but the Amount thereof, with Interest for the same from the Expiration of One Year from the passing of this Act, shall be a Charge on the Fee Simple and Inheritance of and in all the Ground and Hereditaments comprised in the

said First and Second Schedules to this Act, and on the Houses, Buildings, and Improvements thereon, so devised by the said recited Will of the said *George Augustus Henry* Earl of *Burlington* to the Use of the said *Charles Compton Cavendish* for his Life in remainder as aforesaid.

Provision for Taxation of Costs.

XVI. And be it enacted, That it shall be lawful for the High Court of Chancery, from Time to Time, upon the Petition of the said *Charles Compton Cavendish*, or upon the Petition of the Executors or Administrators of the said *Charles Compton Cavendish*, and on Notice to the Person for the Time being entitled under the Limitations in the said in part recited Will of the said *George Augustus Henry* Earl of *Burlington* contained to the first Estate of Freehold in the Hereditaments comprised in the Schedule to this Act, and the said other Hereditaments by this Act charged with such Costs, Charges, and Expenses as aforesaid, or his Guardians, to be preferred in a summary Way, to make such Order as to the said Court shall seem meet for ascertaining, taxing, and settling the Sum and Sums of Money, Costs, Charges, and Expenses herein-before directed and authorized to be paid and charged as aforesaid.

Tenant for Life empowered to mortgage Estate for Reimbursement of Expenses.

XVII. And be it enacted, That it shall be lawful for the said *Charles Compton Cavendish*, or other the Person for the Time being entitled under the Limitations in the said in part recited Will contained to the first Estate of Freehold in the Hereditaments comprised in the said First and Second Schedules to this Act, and to the said other Hereditaments by this Act charged with such Costs, Charges, and Expenses as aforesaid, and if such Person shall be under the Age of Twenty-one Years, then for his Guardians, by any Deed or Deeds in Writing, to be sealed and delivered in the Presence of and to be attested by Two or more credible Witnesses, to limit or appoint all or any Part or Parts of the said Hereditaments comprised in the said Schedules, or either of them, to this Act, and the said other Hereditaments by this Act charged with such Costs, Charges, and Expenses as aforesaid, to any Person or Persons whomsoever, for any Term or Terms of Years, without Impeachment of Waste, for securing the Amount of such Sum and Sums of Money, Costs, Charges, and Expenses aforesaid, when the same shall have been ascertained, taxed, and settled by the said Court of Chancery, and subject to a Proviso for the Cessor of such Term on Payment by the Person or Persons for the Time being entitled to the said Hereditaments under and by virtue of the said Will, to the said *Charles Compton Cavendish*, his Executors, Administrators, or Assigns, of such Amount, together with Interest for the same from the Expiration of One Year from the passing of this Act, such Interest to be paid half-yearly; provided that the said *Charles Compton Cavendish*, and other the Persons successively entitled under the said Will of the said *George Augustus Henry* Earl of *Burlington* to the Rents and Profits of the Hereditaments and Premises to be comprised in such Mortgage shall keep down the Interest which shall accrue during their respective Lives in respect of the Sum so to be secured as aforesaid, and shall be chargeable with such Interest during the Continuance of their respective Estates therein, and that no greater Arrear than for One Year shall be

be recoverable against any Person who shall become entitled in remainder for Interest accrued during the Estate of any Person or Persons entitled to any preceding Estate or Interest in the Premises under the said Will; and in case at any Time or Times any such Arrear of Interest as last aforesaid shall have accrued, and shall have been paid by any Person entitled in Remainder as aforesaid, then and in every such Case it shall be lawful for the Person or Persons who shall have so paid such Arrear of Interest to recover the Amount of the Arrear so paid from the Executors or Administrators of the Person during whose Tenancy of the preceding Estate such Arrear shall have accrued, by Action of Debt or on the Case.

Enabling the Most Noble William Spencer Duke of Devonshire to accept the Trust after the passing of the Act.

XVIII. And whereas the said Most Noble *William Spencer* Duke of *Devonshire* hath not attended to signify his Acceptance of the Trusts hereby reposed in him: Be it therefore enacted, That it shall and may be lawful for the said Most Noble *William Spencer* Duke of *Devonshire* to signify his Acceptance of the same Trusts by any Writing under his Hand attested by Two or more Witnesses, and that One of such Witnesses shall and may make Affidavit of such Signature before a Master or Master Extraordinary of the High Court of Chancery; and in the meantime, and until such Affidavit shall be made and filed in the said Court, it shall not be lawful for the said Most Noble *William Spencer* Duke of *Devonshire* to act as a Trustee in the Execution of this Act, nor shall any of the Trusts, Powers, and Authorities by this Act given, created, enacted, and declared during such Time as the said Most Noble *William Spencer* Duke of *Devonshire* shall omit or refuse to accept the said Trusts, and to cause Proof to be made of such Acceptance in manner before directed, be executed, exercised, and put in force, anything herein contained to the contrary thereof in anywise notwithstanding.

General Saving.

XIX. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Persons or Person, Bodies Politic or Corporate, his, her, and their Heirs, Successors, Executors, and Administrators, (other than and except the said Lady *Caroline Cavendish*, *Charles Compton Cavendish*, and all and every the Sons and Son hereafter to be born of the said *Charles Compton Cavendish*, and the Heirs Male of their and his Bodies and Body severally and respectively, and the said *William George Cavendish*, and all and every the Son and Sons of the said *William George Cavendish*, and the Heirs Male of their and his Bodies and Body severally and respectively, and the said *Henry Frederick Compton Cavendish*, and all and every the Son and Sons hereafter to be born of the said *Henry Frederick Compton Cavendish*, and the Heirs Male of their and his Bodies and Body severally and respectively, and the said *William Henry Frederick Cavendish*, and all and every the Sons and Son hereafter to be born of the said *William Henry Frederick Cavendish*, and the Heirs Male of their and his Bodies and Body severally and respectively, and the said *Francis William Henry Cavendish*, and the First and other Sons of the said *Francis William Henry Cavendish*, and the Heirs Male of his and their Body and Bodies severally and respectively, and the said *Charles William Cavendish*, and the First and other Sons of the

said *Charles William Cavendish*, and the Heirs Male of his and their Body and Bodies severally and respectively, and the said *George Henry Cavendish*, the Son of the said *Henry Frederick Compton Cavendish*, and the First and other Sons of the said *George Henry Cavendish*, and the Heirs Male of his and their Body and Bodies severally and respectively, and the said *George Henry Cavendish* (in the said recited Will described as the Second Son of his the said Testator's late Son the Honourable *William Cavendish*), and all and every the Son and Sons hereafter to be born of the said *George Henry Cavendish*, and the Heirs Male of his and their Body and Bodies severally and respectively, and the said *Henry George Cavendish*, and the Heirs Male of his Body, and the said *James Cavendish*, and the Heirs Male of his Body, and the said *Arthur Cavendish*, and the Heirs Male of his Body, and the said *Walter Frederick Cavendish*, and the Heirs Male of his Body, and the said *Richard Cavendish*, and the First and other Sons of the said *Richard Cavendish*, and the Heirs Male of his and their Body and Bodies severally and respectively, and the said *William* Earl of *Burlington*, and all and every the Son and Sons hereafter to be born of the said *William* Earl of *Burlington*, and the Heirs Male of his and their Body and Bodies severally and respectively, and the said *Spencer Compton* Lord *Cavendish*, and the Heirs Male of his Body, and the said *Frederick Charles Cavendish*, and the Heirs Male of his Body, and the said *Edward Cavendish*, and the Heirs Male of his Body, and the said *William Spencer* Duke of *Devonshire* and his Heirs, and the said *Charles William* Earl *Fitzwilliam* and *Thomas Brand*, and their Heirs, and other the Trustees or Trustee for the Time being of or under the said recited Will, and in respect of all their Estate and Interest whatsoever, and all and every other the Person and Persons to whom any Estate, Right, Title, Interest, and Inheritance shall have been devised or bequeathed, or descended or devolved, or shall descend or devolve, under or by virtue of the said recited Will of the said *George Augustus Henry* Earl of *Burlington*, and the right Heirs of the said Testator,) all such Estate, Right, Title, Claim, and Demand whatsoever of, in, to, or out of the said Hereditaments and Premises, or any of them, as they, every or any of them, might have had in case this Act had not been passed.

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

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

The

## The FIRST SCHEDULE to which the foregoing Act refers.

All that Piece or Parcel of Ground situate in the Parish of Saint James Westminster in the County of Middlesex, abutting on the South Side thereof on Piccadilly, on the North Side thereof on Burlington Gardens, on the West Side thereof on the Burlington Arcade, and on the East Side thereof on the Albany; and which said Piece or Parcel of Ground contains in Length from North to South at the East End thereof next the Albany aforesaid Six hundred and four Feet, in Length from North to South at the West End thereof next the Burlington Arcade aforesaid Five hundred and seventy-nine Feet, in Depth from East to West at the North End thereof next Burlington Gardens aforesaid Two hundred and fifty-seven Feet, and in Depth from East to West at the South End thereof next Piccadilly aforesaid Two hundred and forty-eight Feet, be the same several Dimensions little more or less; together with the said Messuage, Tenement, or Dwelling House called Burlington House, and other the Messuages, Dwelling Houses, or Tenements erected and built thereon, and all Outbuildings, Offices, Colonnades, Porter's Lodges, and Appurtenances to the same Messuages, Tenements, or Dwelling Houses, or any or either of them, belonging, or with the same, or any or either of them, held, used, occupied, or enjoyed.

*C. N. Cumberlege.*

## The SECOND SCHEDULE to which the foregoing Act refers.

All that Piece or Parcel of Ground, and the Erections and Buildings thereon, known as the Burlington Arcade, situate in the Parish of Saint James Westminster aforesaid, immediately adjoining the said last-mentioned Piece or Parcel of Ground, and containing from East to West on the South End thereof next Piccadilly Thirty-six Feet, from East to West on the North End thereof next Burlington Gardens Thirty-six Feet, from North to South on the West Side thereof on the Rear of the Houses in Old Bond Street Five hundred and eighty-two Feet, and from North to South on the East Side thereof next the Piece of Ground surrounding Burlington House aforesaid Five hundred and seventy-nine Feet, be the same several Dimensions little more or less; together with all and every the Houses, Shops, Erections, and Buildings, as well for Convenience or Use as for Ornament, erected, standing, or being, or which shall or may hereafter be erected, standing, or being, thereon, and all Easements, Rights, Privileges, and Appurtenances to the same Premises respectively belonging, or held, used, occupied, or enjoyed therewith.

*C. N. Cumberlege.*

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