ANNO QUINQUAGESIMO QUARTO

GEORGII III. REGIS.

Cap. 130.

An Act to enable the Right Honourable *George* Lord *Calthorpe*, and others, to grant Building Leaſes of Land in the Pariſh of *Saint Pancras*, in the County of *Middleſex*. [17th *June* 1814.]

Will of Sir H. G. Calthorpe recited.

WHEREAS Sir *Henry Gough Calthorpe*, formerly of *Ampton*, in the County of *Suffolk*, Baronet, deceaſed, duly made and publiſhed his laſt Will and Teſtament in Writing, bearing Date on or about the Twenty-ninth Day of *July* One thouſand ſeven hundred and ninety-one, and after thereby confirming the Settlement made on his Marriage with his Wife Dame *Frances Calthorpe*, formerly *Frances Carpenter* Spinſter, and all the Uſes, Limitations, Truſts, and Agreements thereby limited, appointed and entered into by him, and deſiring that his ſaid Wife might have the full Benefit of the Proviſion thereby intended for her (and which Settlement did not compriſe the ſaid Teſtator's *Middleſex* Eſtate), the ſaid Teſtator gave and deviſed to his ſaid Wife, during her Life, if ſhe ſhould ſo long continue his Widow, One Annual Sum or Yearly Rent Charge of One thouſand two hundred Pounds, to be iſſuing out of all his Freehold Manors, Meſſuages, Lands, Tenements, Tithes, Rents, and Hereditaments, in the Counties of *Warwick*, *Worceſter*, *Suffolk*, *Norfolk*, *Middleſex*, *Suſſex*, *Hampſhire*, *Wiltſhire*, and in *London*, and out of all other his Freehold Eſtate whatſoever, except only ſuch Part

as was compriſed in the Settlement made on his Marriage as aforeſaid; which annual Sum or yearly Rent Charge of One thouſand two hundred Pounds the ſaid Teſtator gave to his ſaid Wife, over and above the annual Rent Charge of Eight hundred Pounds limited to her during her Life for her Joiſture by the ſaid Settlement made previouſly to his Marriage; but in caſe his ſaid Wife ſhould happen to marry again, then from and after ſuch Second Marriage, the ſaid Teſtator gave and bequeathed to his ſaid Wife, from the Day of ſuch Second Marriage, during the Remainder of her Life, One annual Sum of Four hundred Pounds, in lieu of the aforeſaid annual Sum or yearly Rent Charge of One thouſand two hundred Pounds; and the remaining Yearly Sum of Eight hundred Pounds of the ſaid annual Sum or yearly Rent Charge of One thouſand two hundred Pounds the ſaid Teſtator gave and bequeathed to his Executors thereinafter named, their Executors, Adminiſtrators and Aſſigns, from the Time of ſuch Second Marriage of his ſaid Wife till her Death, in Truſt to accumulate the ſame during the Life of his ſaid Wife, and from and after her Deceaſe, in Truſt, to pay, tranſfer or aſſign all Payments of the ſaid yearly Rent Charge and the Accumulations thereof, unto ſuch of his Children as ſhall be living at the Time of the Death of his ſaid Wife, except his eldeſt Son, or the Son who ſhould be his Heir at Law, equally to be divided amongſt them in Manner and at the reſpective Times therein mentioned; and the ſaid Teſtator thereby charged the ſaid Two annual Sums of Four hundred Pounds, and Eight hundred Pounds, in caſe the ſame ſhould become payable, upon the ſame Eſtates, and with the ſame Powers and Remedies for Recovery thereof reſpectively as are thereinbefore made ſubject to the Payment and given for the Recovery of the ſaid annual Sum or yearly Rent Charge of One thouſand two hundred Pounds; and the ſaid Teſtator thereby gave and bequeathed to each of his Sons who ſhould be of the Age of Twenty-one Years at the Time of his Death, except his eldeſt Son, or the Son who ſhould then happen to be his Heir, and to each of his Daughters who ſhould then be of that Age or married, ſo much lawful Money of *Great Britain*, as would make up the Portions provided for each of them by his ſaid Marriage Settlement the full Sum of Seven thouſand Pounds, to be paid to them reſpectively within Two Years next after his Death, with Intereſt for the ſame after the Rate therein mentioned; and in caſe any of his Sons, beſides his eldeſt Son and Heir, ſhould be under the Age of Twenty-one Years at the Time of his Death, or in caſe any of his Daughters ſhould be then under that Age and unmarried, or in caſe any Child ſhould be born of his ſaid Wife in due Time after his Death, then the ſaid Teſtator gave and bequeathed to his ſaid Wife Dame *Frances Calthorpe*, his Brother *John Calthorpe Gough* Eſquire, *Benjamin Keene* of *Charles Street, Berkeley Square*, Eſquire, and *Randle Ford* of *Lincoln's Inn*, in the County of *Middleſex*, Eſquire, his Executors therein-after named, ſo much lawful Money of *Great Britain* as would then make up the Portions provided for ſuch Children by his ſaid Marriage Settlement the like Sum of Seven thouſand Pounds a-piece, had they then been of competent Age to receive the ſame, upon Truſt to place the ſame out at Intereſt on Government Securities or on Real Eſtate, and when any of his younger Sons ſhould attain the Age of Twenty-one Years, or any of his Daughters attain that Age or be married, to pay and tranſfer to him, her, or them, ſo much of the ſaid Truſt Fund as would make up the Portion which he, ſhe, or they ſhould be entitled to under his ſaid Marriage Settlement the clear Sum of Seven thouſand Pounds; and in caſe

the Money so to be invested should by fall of Stocks or Deficiency of Security, or any other Means, fall short of paying to each of his Daughters and younger Sons arriving at such Age as aforesaid, the full Sum of Seven thousand Pounds, or in case his Personal Estate should not prove sufficient to answer his said several Legacies to all his said Daughters and younger Sons, then the said Testator subjected and charged all his said Real Estates with the Deficiency; and the said Testator thereby declared it to be his Will, that in case any of his younger Sons should die or become his Heir at Law before they should attain the said Age of Twenty-one Years, or if any of his Daughters should die under the said Age, not having been married, the Shares of such Sons so dying or becoming his Heir at Law, and of such Daughters so dying, as well as any Surplus which might remain of the Money by his said Will directed to be invested as aforesaid, should fall into the Residue of his Personal Estate; And as for and concerning all and every his Freehold Manors, Advowsons, Messuages, Lands, Tenements, Tithes, Rents, and Hereditaments, in the said Counties of *Warwick*, *Worcester*, *Suffolk*, *Norfolk*, *Middlesex*, *Sussex*, *Hampshire*, *Wiltshire*, and in *London*, or in any or either of them, or elsewhere, as well those comprised as those not comprised in the said Settlement made previoully to his said Marriage as aforesaid, and as to all other his Freehold and Copyhold Messuages, Lands, Tenements, and Real Estate whatsoever, the said Testator gave and devised the same respectively, and all his Estate and Interest therein, but subject as to the Hereditaments comprised in the said Settlement made previously to his Marriage as aforesaid, to the said yearly Rent Charge of Eight hundred Pounds thereby charged thereon for his said Wife's Jointure, and to the several Sums of Money thereby also charged thereon for the Benefit of his Daughters and younger Sons, and to the several Powers thereby provided for the Recovery of the said Rent Charge, and the raising the said several other Sums of Money charged on the said Premises by the said Settlement, and subject as to all other his Freehold Hereditaments not comprised in his said Settlement, to the said annual Sum of One thousand two hundred Pounds thereinbefore given to his said Wife in Augmentation of her said Jointure during her Widowhood, and afterwards to her and his said Executors during her Life, in the Proportions aforesaid, and to the Powers therein referred to, unto his said Wife and the said *John Calthorpe Gough*, *Benjamin Keene*, and *Randle Ford*, and their Heirs, to, for, and upon the several Uses, Trusts, Intents, and Purposes therein-after limited, expressed, declared, and contained of and concerning the same, and hereinafter mentioned; that is to say, to the Use of the said Testator's eldest Son *Charles Gough Calthorpe* and his Assigns during his Life, without Impeachment of Waste; with Remainder to the Use of his said Wife, and the said *John Calthorpe Gough*, *Benjamin Keene*, and *Randle Ford*, and their Heirs, during the Life of the said *Charles Gough Calthorpe*, in Trust to preserve the contingent Uses thereinafter limited; with Remainder to the Use of the First and every other Son of the Body of his said Son *Charles Gough Calthorpe* lawfully to be begotten, successively in Tail Male; with Remainder to the Use of the said Testator's Second Son *George*, and his Assigns during his Life, without Impeachment of Waste; with Remainder to the Use of the Testator's said Wife, and the said *John Calthorpe Gough*, *Benjamin Keene*, and *Randle Ford*, and their Heirs, during the Life of the said Testator's said Son *George*, in Trust to support the contingent Uses therein-after limited; with Remainder to the Use of the First and every other

Son

Son of the Body of the said Testator's said Son *George* lawfully to be begotten, successively in Tail Male; with Remainder to the Use of the said Testator's Third Son *Frederick* and his Assigns during his Life, without Impeachment of Waste; with Remainder to the Use of the said Testator's said Wife, and the said *John Calthorpe Gough*, *Benjamin Keene*, and *Randle Ford*, and their Heirs, during the Life of his said Son *Frederick*, in Trust to preserve the contingent Uses thereinafter limited; with Remainder to the Use of the First and every other Son of the Body of the said Testator's said Son *Frederick*, successively in Tail Male; with Remainder to the Use of the Fourth and every other Son of the Testator's Body lawfully to be begotten, successively in Tail Male; with Remainder to the Use of his said Wife, and the said *John Calthorpe Gough*, *Benjamin Keene*, and *Randle Ford*, their Executors, Administrators, and Assigns, during the Term of One thousand Years, without Impeachment of Waste; but nevertheless upon and for the Trusts, Intents, and Purposes therein-after expressed, declared, and contained of and concerning the same; and from and after the Determination of the said Term of One thousand Years, and in the mean Time subject thereto, and to the Trusts thereof, to the Use of the said Testator's Brother *Richard Thomas Gough*, and his Assigns during his Life, without Impeachment of Waste; with Remainder to the Use of the said Testator's said Wife, and the said *John Calthorpe Gough*, *Benjamin Keene*, and *Randle Ford*, and their Heirs, during the Life of the said *Richard Thomas Gough*, in Trust to preserve the contingent Uses therein-after limited; with Remainder to the Use of the First and every other Son of the Body of the said *Richard Thomas Gough* lawfully to be begotten, successively in Tail Male; with Remainder to the Use of the said Testator's Brother the said *John Calthorpe Gough* and his Assigns during his Life, without Impeachment of Waste; with Remainder to the Use of the said Testator's said Wife, and the said *Benjamin Keene* and *Randle Ford* and their Heirs, during the Life of the said *John Calthorpe Gough*, in Trust to preserve the contingent Uses therein-after limited; with Remainder to the Use of the First and every other Son of the Body of the said *John Calthorpe Gough* lawfully to be begotten, successively in Tail Male; with Remainder to the Use of the said Testator's own right Heirs for ever: And the said Testator thereby declared that the said Term of One thousand Years, therein-before limited in Use to his said Wife, and the said *John Calthorpe Gough*, *Benjamin Keene*, and *Randle Ford*, was so limited to them in Trust, in case there should be a total Failure of Issue Male of his Body and of the respective Bodies of all his Sons, as well those born as those thereafter to be born, and any Daughter or Daughters of the said Testator should live to attain the Age of Twenty-one Years or be married, by Mortgage, Sale, or other Disposition of all or any Part of the Premises comprised in the said Term of One thousand Years, to levy and raise the Sum of Eight thousand Pounds for each of the said Testator's Daughters who should attain the Age of Twenty-one Years or be married, in Addition to the said Sum of Seven thousand Pounds provided for them, as therein-before is mentioned: And the said Testator also declared it to be his Will that it should be lawful for his said Sons, *Charles*, *George*, and *Frederick* respectively, as and when they should have severally attained their Ages of Twenty-one Years, and become entitled in Possession to his said Real Estates under his said Will, and to and for the Guardian or Guardians of any of them, or of any other Son or Sons becoming entitled in Possession while under the Age of Twenty-one Years, during the Minority of such Son or Sons, and also

alſo for his ſaid Brothers to whom he had given Eſtates for Life, as they ſhould reſpectively become entitled to the ſaid Premiſes in Poſſeſſion, by any Deed or Deeds or Writing or Writings to be by them reſpectively duly executed in the Preſence of Two or more credible Witneſſes, to demiſe or leaſe the ſame Hereditaments and Premiſes, or any Part thereof, to any Perſon or Perſons, for any Term or Terms of Years not exceeding Twenty-one Years, in Poſſeſſion and not in Reverſion, or by Way of future Intereſt, reſerving on every ſuch Leaſe, and to be made payable Half-yearly or oftener during the Continuance thereof, and to be incident to the Reverſion expectant thereon, the beſt improved yearly Rent or Rents that could be had for the Premiſes demiſed, without taking any Fine, Foregift, or Premium for the granting of any ſuch Leaſe; and ſo as every ſuch Leaſe ſhould contain the uſual Covenants and Agreements in Leaſes on Rack Rent; and in caſe any Perſon or Perſons ſhould be willing to build upon and improve any Part or Parts of the ſaid Hereditaments and Premiſes deviſed by the ſaid Teſtator (except his Capital Manſion Houſe at *Edgbaſton*, and the Outhouſes, Buildings, Park, or late Park, Gardens and Appurtenances thereto belonging), then he alſo empowered his ſaid Sons *Charles*, *George*, and *Frederick*, when and as they ſhould ſeverally attain the Age of Twenty-one Years, and be in the actual Poſſeſſion of his ſaid Real Eſtates thereby deviſed and ſettled as aforeſaid under and by virtue of the Limitations thereof therein-before contained, and alſo the Guardian or Guardians for the Time being of any of them, or of any other Son or Sons being or becoming ſo entitled in Poſſeſſion while under the Age of Twenty-one Years, during the Minority of ſuch Son or Sons, and alſo his ſaid Brothers reſpectively as they ſhould reſpectively become entitled to the ſaid Premiſes in Poſſeſſion by any Deed or Deeds, Writing or Writings duly executed as aforeſaid, to demiſe or leaſe the ſaid Hereditaments and Premiſes, or any Part or Parts thereof, except as before excepted, to any ſuch Perſon or Perſons ſo willing to build upon or improve the ſame, for any Term or Terms of Years not exceeding Ninety-nine Years in Poſſeſſion and not in Reverſion; or by way of future Intereſt, with Liberty for the Purpoſe of any ſuch new Building or Improvement, to pull down or remove any of the Buildings ſtanding on the Ground ſo to be demiſed; ſo as in every ſuch Leaſe to be made as laſt-mentioned there be reſerved and made payable yearly or half-yearly or oftener during the Continuance thereof, and to be incident to the Reverſion of the Premiſes ſo to be demiſed expectant thereon, the beſt or greateſt yearly Rent or Rents that could at the Time or Times of granting ſuch laſt-mentioned Leaſe or Leaſes be reaſonably had or gotten for the ſame, without taking any Thing by way of Fine or Foregift; and ſo as the reſpective Leſſees in ſuch laſt-mentioned Leaſes ſhould enter into proper Covenants for building, repairing, and improving the Meſſuages, Erections, and Buildings then built, or thereby agreed to be built or rebuilt on the Ground and Premiſes thereby to be demiſed, and other Covenants and Agreements uſual in like Caſes: And the ſaid Teſtator thereby appointed his ſaid Wife and the ſaid *John Calthorpe Gough*, and the Survivor of them, Guardians and Guardian of all his Children living at or born after his Death, until ſuch of them being Sons ſhould attain the Age of Twenty-one Years, and ſuch of them being Daughters ſhould attain that Age, or be married, which ſhould firſt happen: And whereas the ſaid Teſtator Sir *Henry Gough Calthorpe* was in the Year One thouſand ſeven hundred and ninety-ſix created Lord *Calthorpe* Baron *Calthorpe*, of *Calthorpe* in the County of

Norfolk: And whereas the said *Henry* Lord *Calthorpe* duly made and published a Codicil to his said Will, which Codicil bears Date the Twenty-second Day of *June* One thousand seven hundred and ninety-seven, reciting that since the Date and Execution of his said Will he had had Three more Sons born, namely, *William Gough Calthorpe*, *John Gough Calthorpe*, and *Arthur Gough Calthorpe*, he the said Testator did thereby revoke, annul, and make void the several Uses and Estates in and by his said Will limited to and to the Use of the Fourth, Fifth, and Sixth Sons of his Body, and the Heirs Male of the Body and Bodies of such Fourth, Fifth, and Sixth Sons respectively issuing, and in lieu thereof did thereby give and devise all and singular the Manors and Hereditaments in his said Will mentioned and specified, from and after the Determination of the several Uses and Estates limited prior to the Uses and Estates by his said Codicil revoked, to the Use of the said Testator's Fourth Son the said *William Gough Calthorpe* and his Assigns during his Life; with Remainder to the Use of his said Wife Dame *Frances Calthorpe*, his Brothers, the said *John Calthorpe Gough*, and the said *Benjamin Keene* and *Randle Ford*, and their Heirs during the Life of his said Son *William Gough Calthorpe*, in Trust to preserve the contingent Uses therein-after limited; with Remainder to the Use of the First and every other Son of the Body of the said Testator's said Son *William Gough Calthorpe* lawfully to be begotten, successively in Tail Male; with Remainder to the Use of the said Testator's Fifth Son the said *John Gough Calthorpe* and his Assigns during his Life; with Remainder to the Use of the said Testator's said Wife and the said *John Calthorpe Gough*, *Benjamin Keene*, and *Randle Ford*, and their Heirs, during the Life of the said *John Gough Calthorpe*, in Trust to preserve the contingent Uses therein-after limited; with Remainder to the Use of the First and every other Son of the said *John Gough Calthorpe* successively in Tail Male; with Remainder to the Use of the said Testator's Sixth Son the said *Arthur Gough Calthorpe* and his Assigns during his Life; with Remainder to the Use of the said Testator's said Wife and the said *John Gough Calthorpe*, *Benjamin Keene*, and *Randle Ford*, and their Heirs, during the Life of the said *Arthur Gough Calthorpe*, in Trust to preserve the contingent Uses therein-after limited; with Remainder to the Use of the First and every other Son of the said *Arthur Gough Calthorpe* lawfully to be begotten, successively in Tail Male; with Remainder to the Use of the Seventh and all and every other the Son and Sons of the said Testator's Body, and such other Person and Persons, for such Estate and Estates, in such Order and Course, Manner and Form, and for such Intents and Purposes, in all Respects whatsoever, as in and by the said Testator's Will are limited, declared, and expressed concerning his aforesaid Manors, Hereditaments, and Premises, immediately following and subsequent to the Use and Estate thereby limited to the said Testator's Sixth Son and the Heirs Male of his Body, and to or for no other Use, Intent, or Purpose whatsoever: And the said Testator, considering the great Fall that had happened in the Price of the Public Stocks or Funds since the Execution of his said hereinbefore recited Will, thought it expedient to vary or alter the said Augmentations provided by his said Will of the Portions under his said Marriage Settlement for his Children, other than and besides his eldest Son, or the Son who should happen to be his Heir, in Manner following (that is to say), in case the Fund or Government Security called or known by the Name of the Three Pounds *per Centum* Consolidated Bank Annuities, should at the End of Three Calendar Months next after his Decease be

under the then current Market Price of Seventy-five Pounds *per Centum*, then the ſaid Teſtator did thereby revoke and make void all the Legacies and Proviſions made by his ſaid Will for the Augmentation of his ſaid Children's Portions, and did in lieu of the Legacies and Proviſions thereby revoked, bequeath to each of his Sons who ſhould be of the Age of Twenty-one Years at the Time of his Death, except his eldeſt Son, or the Son who ſhould be his Heir, and to each of his Daughters who ſhould then be of that Age or married, their reſpective Executors and Adminiſtrators, ſo much lawful Money of *Great Britain* as, together with the Portions provided for each of them by the ſaid Marriage Settlement, would purchaſe the Capital Sum of Ten thouſand Pounds Three Pounds *per Centum* Conſolidated Bank Annuities, according to the current or Market Price at which ſuch Annuities ſhould happen to be, at the end of Three Calendar Months next after his Deceaſe; at which Time the ſaid Teſtator declared his Will to be and did thereby direct, that the ſaid Sums of Money thereby given ſhould be paid, or Three Pounds *per Centum* Conſolidated Bank Annuities of the Value thereof, transferred to his ſaid Sons and Daughters reſpectively, or their reſpective Executors or Adminiſtrators; and in caſe any of his Sons, except his eldeſt Son, or the Son who ſhould happen to be his Heir, ſhould be under the Age of Twenty-one Years at the Time of his Death, or in caſe any of his Daughters ſhould be then under that Age and unmarried, or in caſe any Child or Children ſhould be born of his ſaid Wife in due Time after his Death, then the ſaid Teſtator bequeathed to his ſaid Wife and the ſaid *John Calthorpe Gough*, *Benjamin Keene*, and *Randle Ford*, ſo much lawful Money of *Great Britain* as, together with the Portions provided for each of them his ſaid laſt mentioned Children by his ſaid Marriage Settlement, would purchaſe the like capital Sum of Ten thouſand Pounds Three Pounds *per Centum* Conſolidated Bank Annuities, for the Benefit of each of them his ſaid laſt mentioned Children, according to the current Price at which ſuch Annuities ſhould happen to be, at the End of Three Calendar Months next after his Deceaſe; at which Time the ſaid Teſtator directed his ſaid Truſtees to inveſt the ſaid Sums of Money thereby given to them, in the Purchaſe of or otherwiſe to ſet apart in their Names ſo much Three Pounds *per Centum* Conſolidated Bank Annuities, or other Government Securities of equal Value with the ſame, as the ſaid Sums of Money thereby given would then ſuffice to purchaſe or anſwer, upon Truſt for the Benefit of his laſt mentioned Sons and Daughters, in equal Shares, in lieu of and to be paid and transferred to them reſpectively, at ſuch Times and under and ſubject to ſuch Truſts as the ſaid Teſtator had in his ſaid Will declared concerning the ſaid Legacies and Proviſions thereby given or made for the Augmentation of the Portions of his ſaid laſt mentioned Sons and Daughters under his ſaid Marriage Settlement: And whereas the ſaid *Henry* Lord *Calthorpe* intermarried with the ſaid *Frances Carpenter* on or about the Firſt Day of *May* One thouſand ſeven hundred and eighty-three, and departed this Life on the Sixteenth Day of *March* One thouſand ſeven hundred and ninety-eight, without having altered or revoked his ſaid Will, otherwiſe than by his ſaid Codicil, and without having altered or revoked his ſaid Codicil; leaving Iſſue by the ſaid *Frances* Lady *Calthorpe* his Widow, the ſaid *Charles Gough Calthorpe* his eldeſt Son and Heir at Law, and *Frances Elizabeth Gough Calthorpe*, *George Gough Calthorpe*, *Frederick Gough Calthorpe*, *William Other Gough Calthorpe*, in the ſaid Codicil named *William Gough Calthorpe*, *John Gough Calthorpe*, *Harriet Gough Calthorpe*, and *Arthur*

Gough

Gough Calthorpe, his only younger Children living at his Deceaſe: And whereas the ſaid *Frances* Lady *Calthorpe* was on the Eighteenth Day of *March* One thouſand ſeven hundred and ninety-eight, being Two Days after the Death of the ſaid Teſtator, delivered of a Daughter, and who was afterwards baptized by the Name of *Maria Lucy*, and who died in *January* One thouſand ſeven hundred and ninety-nine: And whereas the ſaid *Charles* Lord *Calthorpe* attained his Age of Twenty-one Years, and afterwards in the Month of *May* One thouſand eight hundred and ſeven departed this Life inteſtate, and without Iſſue, leaving the ſaid *George Gough Calthorpe* his next Brother and Heir at Law; and the ſaid *William Other Gough Calthorpe* departed this Life ſome Time in the Year One thouſand eight hundred and one, without Iſſue, under the Age of Twenty-one Years; and the ſaid *Harriet Gough Calthorpe* alſo departed this Life ſome Time in the Year One thouſand eight hundred and thirteen, under the Age of Twenty-one Years and unmarried: And whereas the ſaid *Randle Ford* departed this Life ſome Time in or about the Year One thouſand eight hundred and ten: And whereas the ſaid *George* now Lord *Calthorpe* attained his Age of Twenty-one Years on the Twenty-firſt Day of *June* One thouſand eight hundred and eight; and the ſaid *Frances Elizabeth Gough Calthorpe* attained her Age of Twenty-one Years on the Twenty-fifth Day of *March* One thouſand eight hundred and ſix; and the ſaid *Frederick Gough Calthorpe* attained his Age of Twenty-one Years on the Fourteenth Day of *June* One thouſand eight hundred and eleven; and the ſaid *John Gough Calthorpe* and *Arthur Gough Calthorpe* are reſpectively under the Age of Twenty-one Years: And whereas the ſaid *George* Lord *Calthorpe*, *Frederick Gough Calthorpe*, *John Gough Calthorpe*, *Arthur Gough Calthorpe*, *Richard Thomas Gough*, and *John Calthorpe Gough*, are reſpectively unmarried: And whereas the Piece or Parcel of Land or Ground mentioned in the Schedule hereunto annexed, ſituate in the Pariſh of *Saint Pancras* in the County of *Middleſex* (being Part of the deviſed Real Eſtates of the ſaid *Henry* Lord *Calthorpe* deceaſed) is conveniently ſituate for building upon; and it would materially tend to the Improvement thereof, if the ſame were let upon Building Leaſes; but the Terms and Reſtrictions of the Power of Leaſing reſerved by the ſaid recited Will are inconvenient, and in general objectionable to Perſons deſirous of taking Parts of the ſaid Piece or Parcel of Ground for the Purpoſe of Building; and it has been found impracticable to act upon the ſaid Power to any material Extent: And whereas it would be of Advantage to all Perſons intereſted in the ſaid Piece or Parcel of Ground, if a Power of contracting for and granting Leaſes for the Purpoſes of Building, were veſted in the ſaid *George* Lord *Calthorpe*, and the Perſon for the Time being entitled to the firſt Eſtate of Freehold or Inheritance in Poſſeſſion of and in the ſame Piece or Parcel of Ground, under and ſubject to ſuch Terms and Reſtrictions as are herein-after mentioned: But on account of the Limitations contained in the ſaid Will and Codicil, the ſame cannot be effected without the Aid and Authority of Parliament; therefore Your Majeſty's moſt dutiful and loyal Subjects, the ſaid *George* Lord *Calthorpe*, *Frederick Gough Calthorpe*, *John Gough Calthorpe*, *Richard Thomas Gough*, *John Calthorpe Gough*, *Frances Elizabeth Gough Calthorpe*, and *Frances* Lady *Calthorpe*, on the Behalf of themſelves reſpectively; and the ſaid *Frances* Lady *Calthorpe* and *John Calthorpe Gough*, as the Guardians and on the Behalf of the ſaid *Arthur Gough Calthorpe*; and the ſaid *Benjamin Keene*, as Truſtee as aforeſaid; do moſt humbly beſeech Your Majeſty that it may be enacted; and

be

be it enacted by the King's moſt Excellent Majeſty, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That from and after the paſſing of this Act it ſhall and may be lawful for the ſaid *George* Lord *Calthorpe* from Time to Time during his Life, and after his Deceaſe to and for the Perſon who ſhall by virtue of or under the ſaid recited Will and Codicil, or either of them, be for the Time being ſeiſed of or entitled to the firſt Eſtate of Freehold or Inheritance in Poſſeſſion of and in the Piece or Parcel of Ground mentioned in the Schedule hereunto annexed, containing Eighteen Acres, little more or leſs, if ſuch Perſon ſhall be of the full Age of Twenty-one Years, or if not, then to and for the Guardian or Guardians, either teſtamentary, or appointed by the High Court of Chancery, of ſuch Perſon for the Time being, to contract and agree to let unto any Perſon or Perſons willing to take the ſame for the Purpoſe of building thereon any Houſe or Houſes, or other Building or Buildings, and for making ſuitable and convenient Yards, Areas, and Gardens, or for making other Conveniences, either for the Purpoſes of Trade or otherwiſe, to the ſame, any Part or Parts of the ſaid Piece or Parcel of Land or Ground deſcribed or mentioned in the Schedule hereunto annexed, for any Term or Terms not exceeding Ninety-nine Years from the Date of ſuch Contract or Agreement, to take Effect in Poſſeſſion and not in Remainder or by way of future Intereſt, and at and under the beſt yearly Rent or Rents, to commence and take Effect either from the Date of ſuch Contract or Agreement, or at the end or within the Term of Five Years, to be computed from the Date of ſuch Contract or Agreement, or by progreſſive Proportions, at any Time or Times within the ſaid Five Years, that can be reaſonably had or gotten, at the Time of ſuch Contract or Agreement, for the Land to be therein comprized for the Purpoſe aforeſaid, without taking any Sum of Money or other Thing, by way of Fine, Premium or Foregift, for or in reſpect of the ſame; and afterwards from Time to Time, when and as the Land ſo agreed to be let, or any Part thereof, ſhall be built upon in the Manner to be ſtipulated in any ſuch Contract or Agreement, and the Buildings ſhall be covered in, by One or more Indenture or Indentures to demiſe and leaſe the Land ſo agreed to be let, or ſuch Part or Parts thereof as ſhall be ſo built upon, together with the Houſe or Houſes and other Buildings thereupon erected and built, unto the Perſon or Perſons contracting to take the ſame as aforeſaid, or unto ſuch other Perſon or Perſons as he or they ſhall nominate and appoint in that Behalf, for and during the Remainder of the Term to be ſpecified in ſuch Contract or Agreement, and in ſuch Parts and Parcels and under and ſubject to ſuch Parts and Proportions of the yearly Rent or Rents to be ſpecified in ſuch Contract or Agreement, as ſhall be thought proper and convenient; but ſo that the yearly Rent to be reſerved upon any ſuch Leaſe do not exceed One-ſixth Part of the clear yearly Rack Rent or Value of the Land and Buildings to be thereby demiſed, and be not leſs than Forty Shillings: Provided always, that if the yearly Rent or Rents to be reſerved upon the Leaſe or Leaſes to be granted of any Part or Parts only of the Land comprized in and agreed to be let by any ſuch Contract or Agreement as aforeſaid, ſhall amount to or make up the full and clear yearly Rent or Sum in ſuch Contract or Agreement ſtipulated to be paid for the whole of ſuch Land, then and in ſuch Caſe the Remainder of ſuch Land, or any Part or Parts thereof, ſhall and may from Time to Time, when and as the ſame ſhall be built upon in the Manner

Premiſes deſcribed in Schedule to be let on Building Leaſes.

Manner aforesaid, be demised and leased, together with the Houses and Buildings thereupon erected, at the yearly Rent of a Pepper-corn only: Provided always, that every such Contract or Agreement as aforesaid shall be in Writing, and that in every such Contract or Agreement there shall be inserted a Clause or Condition of Re-entry into such Part or Parts of the Land therein comprized and agreed to be let as shall not be built upon in the Manner therein stipulated within a reasonable Time to be therein appointed for that Purpose; and that in every Lease to be made in pursuance of this Act, the yearly Rent or Rents to be thereby reserved shall be reserved and made payable during the Continuance thereof, either by Half-yearly or Quarterly Payments, and so as to be incident to and go along with the Reversion immediately expectant on the Determination of such Lease; and that there shall not be reserved or taken any Sum of Money or other Thing, by way of Fine, Premium or Foregift, for or in respect of any such Lease; and that in every such Lease there shall be contained a Condition of Re-entry for Non-payment of the Rent or Rents to be thereby reserved, or any Part thereof, for the Space of Thirty Days or less after the same shall become due, and also for Default of completing and finishing the House or Houses or other Buildings thereby demised, if the same be not completed and finished before the granting of such Lease within a reasonable Time to be specified for that Purpose; and that the Lessee or Lessees to be named in any such Lease be not thereby expressly made disputishable for Waste, other than such as must necessarily happen by erecting any Buildings and making such Yards, Gardens, and Conveniences as aforesaid; and that the Lessee or Lessees to be named in every such Lease do seal and deliver a Counterpart thereof, and do thereby enter into proper Covenants for the due Payment of the Rent or Rents, and for the completing and finishing of the House or Houses or other Buildings thereby demised, if not then already completed and finished, within a reasonable Time to be specified for that Purpose, and also for the repairing and keeping in Repair of such House or Houses or other Buildings during the Term to be demised; and that a Memorial of every such Lease, and also of every Contract or Agreement to be made by virtue and in pursuance of this Act as aforesaid, shall within Four Calendar Months after the Day of the Date thereof respectively, be registered at the Public Office, and in the Manner and Form appointed and prescribed by the Act of the Seventh Year of the Reign of Her Majesty Queen *Anne* for the registering of Deeds and Conveyances affecting Lands in the County of *Middlesex*; and that every such Memorial shall contain a full Description of the Lands and Hereditaments comprized in the Lease, Contract, or Agreement therein mentioned or referred to, and shall specify the Term of Years in and by such Lease, Contract, or Agreement demised or agreed to be demised, and the yearly Rent or Rents thereby reserved or agreed to be reserved.

Land and Buildings resumed under a Power of Re-entry, may be demised for the Residue of the original Term.

II. And be it further enacted, That if the said *George* Lord *Calthorpe*, or any other Person for the Time being entitled to the Reversion immediately expectant upon the Determination of any Lease to be granted by virtue and in pursuance of this Act, shall at any Time hereafter enter upon and resume the Possession of the Land and Buildings comprized in any such Lease, under and by virtue of the Condition of Re-entry therein contained, either for Non-payment of the Rent thereby reserved, or for Default of completing and finishing or repairing the Buildings therein comprized,

comprized, or for any other Cauſe; then and in every ſuch Caſe it ſhall and may be lawful to and for the ſaid *George* Lord *Calthorpe*, or other the Perſon or Perſons for the Time being hereby authorized to enter into ſuch Contracts or Agreements, or to grant ſuch Leaſes as aforeſaid by Indenture or Indentures to demiſe and leaſe the Lands and Buildings whereof the Poſſeſſion ſhall be ſo reſumed, unto any Perſon or Perſons who ſhall be willing to take the ſame, for any Term not exceeding the Number of Years then to come of the Term demiſed by the original Leaſe thereof to be granted in purſuance of this Act, at and under the beſt yearly Rent that can be then reaſonably had or gotten for the ſame, without taking any Sum of Money or other Thing, by way of Fine, Premium, or Foregift, in reſpect thereof, upon any Pretence whatſoever; and upon Condition that the Leſſee or Leſſees do and ſhall complete and finiſh the Buildings if unfiniſhed, or put the ſame into a State of complete Repair if in Want thereof, within a reaſonable Time to be appointed for that Purpoſe: Provided always, that every Leaſe to be made as laſt mentioned ſhall alſo be under and ſubject to all ſuch and the ſame other Conditions and Reſtrictions as are herein-before ſpecified and preſcribed with regard to the original Leaſes to be granted in purſuance and by virtue of this Act, or ſuch of them as ſhall be applicable to the Circumſtances of the Caſe.

Reſpecting Land neceſſary for Streets, &c.

III. And be it further enacted, That it ſhall and may be lawful for the ſaid *George* Lord *Calthorpe*, or other the Perſon or Perſons for the Time being authorized and empowered by this Act to enter into ſuch Contracts or Agreements, or to grant ſuch Leaſes as aforeſaid, from Time to Time, as there ſhall be Occaſion, to allot and ſet out a competent Part of the ſaid Piece or Parcel of Land or Ground mentioned in the Schedule hereunto annexed, for Roads, Streets, Ways, or Avenues, in ſuch Manner as ſhall be thought neceſſary, for the Uſe and Convenience of the Occupiers of the Houſes and other Buildings to be erected on the ſame Land, or any Part or Parcel thereof as aforeſaid.

This Act not to affect the Powers of the Will.

IV. Provided always, and it is hereby further enacted, That this Act ſhall not, nor ſhall any Thing herein contained be conſtrued, deemed, or taken to revoke, annul, prejudice, leſſen, or affect the Powers of leaſing reſerved in or created by the ſaid recited Will of the ſaid *Henry* Lord *Calthorpe*, or any of them.

John Gough Calthorpe empowered to conſent after the paſſing of this Act.

V. And whereas the ſaid *John Gough Calthorpe* lately ſailed for the *Weſt Indies* in His Majeſty's Service, and his Conſent to this Act hath not yet been proved; be it therefore enacted, That this Act ſhall not, nor ſhall any Thing herein contained, be conſtrued, deemed, or taken to affect, be concluſive upon, or in any Manner to bind the ſaid *John Gough Calthorpe* or his Iſſue Male, unleſs and until he the ſaid *John Gough Calthorpe* ſhall ſignify his Conſent to this Act by Writing under his Hand, and atteſted by one or more credible Witneſs or Witneſſes, which Writing ſhall be enrolled in the High Court of Chancery within Twelve Calendar Months from the Date thereof, and ſuch Conſent may be given in the Form or to the Effect following, that is to ſay,

Oath.

'I, The Honourable *John Gough Calthorpe*, do hereby conſent to an Act 'of Parliament made and paſſed in the Fifty-fourth Year of the Reign 'of His moſt Excellent Majeſty King *George* the Third, intituled *An 'Act to enable the Right Honourable* George *Lord* Calthorpe *and others to*

'*grant*

'*grant Building Leaſes of Land in the Pariſh of* Saint Pancras *in the County* '*of* Middleſex, ſo far as the ſaid Act can or may affect or concern me or 'the Iſſue Male of my Body and my Heirs, or any Perſon or Perſons 'claiming or to claim by, from, or under me. Given under my Hand this 'Day of One thouſand eight hundred and .
'Witneſs .'

General Saving.

VI. Saving always to the King's moſt Excellent Majeſty, His Heirs and Succeſſors, and to all and every other Perſons and Perſon, Bodies Politic and Corporate, and their reſpective Heirs, Succeſſors, Executors, and Adminiſtrators (other than and except the ſaid *George* Lord *Calthorpe*, and all and every the Sons and Son of the ſaid *George* Lord *Calthorpe*, and the Heirs Male of the Body of every ſuch Son, and the ſaid *Frederick Gough Calthorpe*, *John Gough Calthorpe*, *Arthur Gough Calthorpe*, *Richard Thomas Gough* and *John Calthorpe Gough* reſpectively, and all and every the Sons and Son of each of them the ſaid *Frederick Gough Calthorpe*, *John Gough Calthorpe*, *Arthur Gough Calthorpe*, *Richard Thomas Gough* and *John Calthorpe Gough*, and the Heirs Male of the Body and reſpective Bodies of all and every ſuch Sons and Son, and the right Heirs of the ſaid *Henry* Lord *Calthorpe* deceaſed, and the ſurviving Truſtees named in the ſaid recited Will and Codicil for preſerving contingent Remainders, their Heirs and Aſſigns, and the Executors and Adminiſtrators of the ſaid *Henry* Lord *Calthorpe* deceaſed, and the ſaid *Frances* Lady *Calthorpe* and her Aſſigns, and the ſaid *Frances Elizabeth Gough Calthorpe*, her Executors, Adminiſtrators, and Aſſigns, and the ſurviving Truſtees of the ſaid Term of One thouſand Years created by the ſaid Will, and their reſpective Executors, Adminiſtrators and Aſſigns, and all and every other Perſons and Perſon who can or may have or claim any Eſtate or Intereſt whatſoever under or by virtue of the ſame Will and Codicil, or either of them) all ſuch Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever, in, to, or out of the ſaid Piece or Parcel of Land or Ground mentioned in the Schedule hereunto annexed, or any Part thereof, as they or any of them had before the paſſing of this Act, or would, could, or might have had or enjoyed in caſe this Act had not been made.

Evidence Clauſe.

VII. And be it further enacted, That this Act ſhall be printed by the ſeveral Printers to the King'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 SCHEDULE to which the foregoing Act refers.

ALL that Piece or Parcel of Ground ſituate on the Eaſt Side of Gray's Inn Lane Road, in the County of Middleſex, partly on Hand, partly in the Occupation of the Widow or Executors of George Dennett, deceaſed, and partly compriſing the very old Meſſuages, Cottages, Stables, and Buildings herein-after mentioned, with the Gardens and Appurtenances thereto belonging, bounded on the Weſt chiefly by Gray's Inn Lane Road, partly by Saint Andrew's Burial Ground, and Ground belonging to the Welſh Charity School, partly by the Light Horſe Stables, and partly by Ground and Buildings in Leaſe to Thomas Taylor and Richard Taylor; on the Eaſt, by the River Fleet; on the North, chiefly by Land now or late belonging to Mr. Swinton, and partly by the ſaid Ground and Buildings in Leaſe to the ſaid Thomas Taylor and Richard Taylor; and on the South, partly by Ground and Buildings leaſed to John Wilſon, partly by the Boundary Wall of Huntington's Chapel, partly by Ground laid out for a Street intended to be called Gough Street, partly by Buildings in the Occupation of Meſſrs. Collingridge and Co. and partly by a Slip of Ground lying between the laſt mentioned Buildings and the River Fleet.

	£. s. d.
So much of the ſaid Piece or Parcel of Ground as remains on Hand, produces no Rent or Profit whatever.	
So much thereof as is occupied by the Widow or Repreſentatives of George Dennett is to be relinquiſhed at any Period, on receiving Three Months Notice, and is held at the annual Rent of - - - - - -	60 — —
The ſaid Meſſuages, Cottages, Stables and Buildings, are occupied by the ſeveral Perſons, and at the yearly Rents following; viz.	
The Stables lately occupied by or for the Uſe of the Light Horſe Volunteers, are now held by William Ham, ſubject to quit after Lady-day 1815, on receiving One Calendar Month's Notice, at the yearly Rent of - -	100 — —
A Wheelwright's Shop, in the Occupation of Anthony Harvey (who has had Notice to quit at Michaelmas next) at the yearly Rent of - - - - - -	10 — —
A Meſſuage or Tenement, Buildings and Layſtall, in the Occupation of David Anderſon, who has had Notice to quit at Michaelmas next, at the yearly Rent of - -	84 — —
A Public Houſe called the Blue Lion, with the Buildings, Yards and Gardens thereto belonging, are held by the Executors of Richard Alvin, ſubject to quit at any Quarter-day on receiving Six Months Notice, at the yearly Rent of -	84 — —

	£. s. d.
A Wooden Meſſuage and Buildings, held by Thomas Taylor and Richard Taylor, who are liable to quit at any Quarter-day on receiving Six Months Notice, at the yearly Rent of - - - - - -	10 — —
Several Wooden Sheds and Buildings, held by George Wilſon, who is liable to quit at any Quarter-day on receiving Six Months Notice, at the yearly Rent of - -	10 — —
A Meſſuage, chiefly Wood, with a Garden and a Slip of Ground uſed as a Rope Walk, held by Meſſrs. Buckingham, who are liable to quit at any Quarter-day on receiving Three Months Notice, at the yearly Rent of - -	30 — —
And Six Small Cottages, with Gardens, held by the Repreſentatives of Elizabeth Martin or their Under-tenants, who are liable to quit at any Quarter-day on receiving Six Months Notice, at the yearly Rent of - - -	25 — —
	£ 413 — —
Which ſaid Piece or Parcel of Ground, if let on Building Leaſes, would probably produce the annual Sum of -	£ 1,200 — —

And the ſaid Piece or Parcel of Ground and Premiſes, with the Boundaries thereof, are delineated in the following Plan; *videlicet*,

LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN, Printers to the King's moſt Excellent Majeſty. 1814.

Road from Battle Bridge to Clerkenwell

Bagnigge Wells

Martin

on hand

Dennett

Tuthill Bridge Wells

Tuthill

Dennett

on hand

Collingridge

Collingridge

Gough Street

Mr Swinton's Land

Buckingham

on hand

St Andrews burial Ground

Light horse Stabling

The Welsh School

Light horse Stabling

on hand

St Andrews burial Ground

Anderson

Ham

Huntington

Wilson

Taylors

Taylors

Wilson

Taylor

Albin

Harvey

Grays Inn Lane Road

Grays Inn Lane Road

Sidmouth place

Guildford Street

J. Fuller del.

J. Basire sculp.