ANNO QUADRAGESIMO TERTIO

GEORGII III. REGIS.

Cap. 98.

An Act to confirm a Leaſe granted by the Truſtees of a Power in a Settlement made by the Right Honourable *Charles* late Lord *Southampton* deceaſed, and *Ann* Lady *Southampton*, to the Governor and Company of the New Rver, and for other Purpoſes. [24th *June* 1803.]

WHEREAS by Indentures of Leaſe and Releaſe, bearing Date reſpectively on or about the Fourteenth and Fifteenth Days of *June* One thouſand ſeven hundred and ninety, the Indenture of Releaſe being of Four Parts, and made or expreſſed to be made between the Right Honourable *Francis* then Earl of *Hertford*, and the Right Honourable *Henry Seymour Conway*, One of His Majeſty's Moſt Honourable Privy Council, Field Marſhal of His Majeſty's Forces, of the Firſt Part; the Right Honourable *Charles* then Lord *Southampton*, and the Right Honourable *Ann* Lady *Southampton*, his Wife, of the Second Part; *James Delancey* Eſquire, and *William Birch* Eſquire, of the Third Part; and the Right Honourable *George Henry Fitzroy*, commonly called Earl of *Euſton*, and the Right Honourable *Francis Seymour Conway*, then commonly called Viſcount *Beauchamp*, now Marquis of *Hertford*, of the Fourth Part; for the Purpoſes and Conſiderations in the ſame In-

denture of Releaſe expreſſed, they the ſaid *Francis* Earl of *Hertford* and *Henry Seymour Conway*, at the Requeſt and by the Direction and Appointment of the ſaid *Charles* Lord *Southampton* and *Ann* Lady *Southampton*, teſtified as therein mentioned, did grant, bargain, ſell, alien, releaſe, and confirm unto the ſaid *James Delancey* and *William Birch*, and their Heirs, all that the Prebend, Manor, and Lordſhip of *Tottenham Hall* otherwiſe *Tottenham Court*, otherwiſe called the Manor of *Tottenham* otherwiſe *Tottenhall*, with all and ſingular the Rights, Members, and Appurtenances, and divers Meſſuages, Lands, Tenements, and Hereditaments belonging to and being, or being reputed Parcel of the ſame Manor, including therein the Pieces or Parcels of Land compriſed in, and demiſed or intended to be demiſed by the Indenture of Leaſe herein-after recited, with their and every of their Rights, Members, and Appurtenances, to hold the ſame unto the ſaid *James Delancey* and *William Birch* and their Heirs, to the Uſes, and for the Intents and Purpoſes, and upon the Truſts, and ſubject to, with, and under the Powers, Proviſoes, and Agreements in the ſaid Indenture of Releaſe limited, expreſſed, and declared, and herein-after in Part mentioned, concerning the ſame; that is to ſay, to the Uſe of the ſaid *Charles* Lord *Southampton* and his Aſſigns, for his Life, without Impeachment of Waſte; with Remainder to the Uſe of the ſaid *James Delancey* and *William Birch* and their Heirs, during the Life of the ſaid *Charles* Lord *Southampton*, in Truſt, to ſupport the contingent Remainders; with Remainder to the Uſe of the ſaid *Ann* Lady *Southampton* and her Aſſigns, for her Life, without Impeachment of Waſte; with Remainder to the ſame Truſtees and their Heirs, during her Life, in Truſt, to ſupport the Contingent Remainders; with Remainder to the Uſe of the ſaid *Henry* Earl of *Euſton* and *Francis* Marquis of *Hertford*, their Executors, Adminiſtrators, and Aſſigns, for a Term of Five hundred Years, without Impeachment of Waſte, upon divers Truſts thereby declared and herein-after mentioned; with Remainder to the Uſe of *George Ferdinand Fitzroy* now *George Ferdinand* Lord *Southampton*, therein deſcribed to be the Firſt Son of the Bodies of the ſaid *Charles* Lord *Southampton* and *Ann* Lady *Southampton*, in Tail Male, with Remainders over and by the ſaid Indenture of Releaſe; Truſts were declared of the ſaid Term of Five hundred Years for raiſing Portions for the younger Children of the Marriage of the ſaid *Charles* Lord *Southampton* and *Ann* Lady *Southampton*, *videlicet*, if only One younger Child, Seven thouſand five hundred Pounds for ſuch only younger Child; and if Two younger Children, Ten thouſand Pounds; and if Three or more younger Children, Fifteen thouſand Pounds; the ſame Sum of Ten thouſand Pounds, or Fifteen thouſand Pounds, as the Event ſhould require, to be divided between ſuch younger Children; and the ſame Sum of Seven thouſand five hundred Pounds, Ten thouſand Pounds, or Fifteen thouſand Pounds, as the Event ſhould happen, to be raiſed and paid, with Maintenance in the mean Time, as in the now reciting Indenture is particularly mentioned; but the ſaid Manor of *Tottenham* otherwiſe *Tottenhall*, and other Hereditaments, by the ſame Indenture releaſed, were to be charged with ſuch Sums, only towards the Portions, as it ought to be contributory to raiſe in Conjunction with the other Eſtates, purchaſed with the Produce of the Real and Perſonal Eſtate in the now reciting Indenture of Releaſe mentioned, being the Portion or Fortune of the ſaid *Ann* Lady *Southampton*, ſettled on her Marriage with the ſaid *Charles* Lord *Southampton*: And whereas by Indenture of Bargain and Sale, of

Four

Four Parts, duly inrolled in His Majesty's Court of Common Pleas at *Westminster*, and bearing Date on or about the Nineteenth Day of *June* One thousand seven hundred and ninety, and made or expressed to be made between the said *Charles* Lord *Southampton* of the First Part; the said *George Ferdinand Fitzroy* now Lord *Southampton*, therein described to be eldest Son and Heir Apparent of the said *Charles* Lord *Southampton* by the said *Ann* Lady *Southampton*, then his Wife, of the Second Part; the said *William Birch* of the Third Part; and the said *James Delancey* of the Fourth Part: It is witnessed, That, for barring, docking, destroying, defeating, and extinguishing all Estates Tail, and all Remainders, Limitations, Reversions, Estates, Charges, Conditions, and Contingencies thereupon respectively expectant or depending of and in the Prebend, Manor, and Lordship, Messuages, Farms, Lands, Tenements, and Hereditaments therein-after bargained and sold, and for other the Considerations in the same Indenture expressed, the said *Charles* Lord *Southampton* did grant, bargain, and sell unto the said *William Birch* and his Heirs, during the joint Lives of the said *William Birch* and *Charles* Lord *Southampton*, the said Prebend, Manor, and Lordship of *Tottenham Hall* otherwise *Tottenham Court*, otherwise called the Manor of *Tottenham* otherwise *Tottenhall*, with all and singular the Rights, Members, and Appurtenances thereof, situate, lying, and being in the Parish of *Saint Pancras* otherwise called *Kentish Town*, in the said County of *Middlesex*, and also all those the Lands and Grounds theretofore Coppice and Wood Grounds in the said County of *Middlesex*, and usually deemed to be Parcel of the Possessions of the Prebendary, or to be Parcel of the Prebend, Manor, or Lordship aforesaid, and all and every the Messuages, Farms, Lands, Tenements, Rents, Advowsons, and Hereditaments whatsoever, situate, lying, and being in the Parish of *Saint Pancras* otherwise called *Kentish Town*, or elsewhere, in the said County of *Middlesex*, to the said Prebend, Manor, or Lordship belonging or in anywise appertaining, with their Rights, Members, and Appurtenances; to hold the same unto the said *William Birch* and his Heirs during the joint Lives of the said *William Birch* and *Charles* Lord *Southampton*, to the End that he might be perfect Tenant of the Freehold of the same Premises, that a common Recovery might be thereof suffered, wherein the said *George Ferdinand Fitzroy* now Lord *Southampton*, should be vouched, and which Recovery was thereby declared to enure, as to the said Prebend, Manor, and Hereditaments, to the Use of the said *Charles* Lord *Southamptoo*, his Heirs and Assigns for ever: And whereas a common Recovery was, in *Trinity* Term in the Thirtieth Year of the Reign of His present Majesty, duly suffered of the said Prebend, Manor, Lordship, and other Hereditaments comprized in the said Indenture of Bargain and Sale, pursuant to the Agreement contained in the same Indenture of Bargain and Sale: And whereas, by Indentures of Lease and Release, bearing Date respectively on or about the Twelfth and Thirteenth Days of *July* One thousand seven hundred and ninety, the Release being made or expressed to be made between the said *Charles* Lord *Southampton* of the First Part; the said *Ann* Lady *Southampton* of the Second Part; the said *George Ferdinand Fitzroy* now Lord *Southampton*, of the Third Part; the said *Francis* then Earl and afterwards Marquis of *Hertford*, and *Henry Seymour Conway*, both since deceased, of the Fourth Part; the Honourable *Charles Fitzroy* commonly called Lord *Charles Fitzroy*, One of the Sons of the Most Noble *Augustus Henry* Duke of *Grafton*, and the Honourable *Hugh Conway*,

Of Recovery.

Of Indentures.

One

One of the Sons of the ſaid *Francis* then Earl of *Hertford*, of the Fifth Part; the ſaid *James Delancey* and *William Birch*, of the Sixth Part; the ſaid *George Henry Fitzroy* Earl of *Euſton*, and *Francis Seymour Conway*, now Marquis of *Hertford*, then commonly called Viſcount *Beauchamp*, of the Seventh Part: It is witneſſed, that the ſaid *Charles* Lord *Southampton* did grant, bargain, ſell, releaſe, and confirm unto the ſaid *Francis* then Earl of *Hertford*, and *Henry Seymour Conway*, and his Heirs, divers Manors, Lands, and Hereditaments, including the ſaid Prebend, Manor, or Lordſhip of *Tottenham Hall* otherwiſe *Tottenham Court*, otherwiſe called the Manor of *Tottenham* otherwiſe *Tottenhall*, with all and ſingular the Rights, Members, and Appurtenances thereof, ſituate, lying, and being in the Pariſh of *Saint Pancras* otherwiſe called *Kentiſh Town*, in the ſaid County of *Middleſex*; to hold the ſame to them, the ſaid *Francis* then Earl of *Hertford*, and *Henry Seymour Conway*, and their Heirs, to the Uſes and for the Intents and Purpoſes therein declared, and in Part herein-after mentioned; (that is to ſay), ſubject to a joint Power of Appointment, limited or reſerved to the ſaid *Charles* Lord *Southampton*, and *Ann* Lady *Southampton*, and *George Ferdinand* now Lord *Southampton*, but not exerciſed by them; and alſo to another Power of Appointment limited or reſerved to the ſaid *Charles* Lord *Southampton* and *George Ferdinand* now Lord *Southampton*, in caſe they ſhould outlive the ſaid *Ann* Lady *Southampton*, and which hath failed by the Death of the ſaid *Charles* Lord *Southampton*, in the Life-time of the ſaid *Ann* Lady *Southampton*, and ſubject to a Rent Charge for *Laura* then the Wife of the ſaid *George Ferdinand* now Lord *Southampton*, and ſince deceaſed, and which determined by her Death, and to a Term of One hundred Years limited; to the Uſe of the ſaid Lord *Charles Fitzroy* and *Hugh Conway*, upon Truſt, for ſecuring the ſame Rent Charge; to the Uſe of the ſaid *James Delancey* and *William Birch*, their Executors, Adminiſtrators, and Aſſigns, for a Term of Six hundred Years, to commence from the Date of the now reciting Indenture of Releaſe, upon the Truſts therein-after declared; with Remainder to the Uſe of the ſaid *Charles* Lord *Southampton* for his Life; with Remainder to the Uſe of Truſtees and their Heirs during the Life of the ſaid *Charles* Lord *Southampton*, in Truſt to preſerve Contingent Remainders; with Remainder to the Uſe of the ſaid *Ann* Lady *Southampton*, for her Life; with Remainder to the Uſe of the ſame Truſtees during her Life, in Truſt to preſerve Contingent Remainders; with Remainder to the Uſe of the ſaid *George Ferdinand* now Lord *Southampton*, for his Life, with Remainder to the Uſe of the ſame Truſtees and their Heirs during his Life, in Truſt to preſerve Contingent Remainders; with Remainder to the Uſe of the ſaid *George Henry* Earl of *Euſton*, and *Francis* now Marquis of *Hertford*, their Executors, Adminiſtrators, and Aſſigns, for a Term of One thouſand Years, to be computed from the Deceaſe of the ſaid *George Ferdinand* now Lord *Southampton*, upon Truſts therein-after declared and herein-after mentioned; with Remainder to the Uſe of the Firſt and other Sons of the ſaid *George Ferdinand* now Lord *Southampton*, ſucceſſively in Tail Mail, and ſubject to a joint Power of Appointment, limited or reſerved to the ſaid *Charles* Lord *Southampton* and the Honourable *Charles Fitzroy* the Second Son of the ſaid *Charles* Lord *Southampton* and *Ann* Lady *Southampton*, but not exerciſed by them, to the Uſe of the ſaid *Charles Fitzroy* for his Life, with Remainder to the Uſe of Truſtees and their Heirs, during the Life of the ſaid *Charles Fitzroy*, in Truſt to preſerve contingent Remainders; with Remainder to the Uſe of the Firſt and other Sons of the ſaid *Charles Fitzroy* ſucceſſively in Tail

Tail Male, and subject to a joint Power of Appointment, limited or reserved to the said *Charles* Lord *Southampton* and the Honourable *Henry Fitzroy* Third Son of the said *Charles* Lord *Southampton* and *Ann* Lady *Southampton*, but not exercised by them, to the Use of the said *Henry Fitzroy* for his Life, with Remainder to the Use of the same Trustees, during the Life of the said *Henry Fitzroy*, in Trust to preserve contingent Remainders; with Remainder to the Use of the First and other Sons of the said *Henry Fitzroy*, successively in Tail Male, and subject to a joint Power of Appointment, limited or reserved to the said *Charles* Lord *Southampton* and the Honourable *Warren Fitzroy* the Fourth Son of the said *Charles* Lord *Southampton* and *Ann* Lady *Southampton*, but not exercised by them, to the Use of the said *Warren Fitzroy*, for his Life, with Remainder to the Use of the same Trustees, during the Life of the said *Warren Fitzroy* in Trust to preserve contingent Remainders; with Remainder to the Use of the First and other Sons of the said *Warren Fitzroy* successively in Tail Male, and subject to a joint Power of Appointment limited or reserved to the said *Charles* Lord *Southampton* and the Honourable *Frederick Fitzroy* Fifth Son of the said *Charles* Lord *Southampton* and *Ann* Lady *Southampton*, but not exercised by them, to the Use of the said *Frederick Fitzroy* for his Life, with Remainder to the Use of the same Trustees during the Life of the said *Frederick Fitzroy*, in Trust to preserve contingent Remainders; with Remainder to the Use of the First and other Sons of the said *Frederick Fitzroy* successively in Tail Male, and also subject to a joint Power of Appointment, limited or reserved to the said *Charles* Lord *Southampton* and the Honourable *William Fitzroy* Sixth Son of the said *Charles* Lord *Southampton* and *Ann* Lady *Southampton*, but not exercised by them, to the Use of the said *William Fitzroy* for his Life, with Remainder to the Use of the same Trustees during the Life of the said *William Fitzroy*, in Trust to preserve contingent Remainders; with Remainder to the Use of the First and other Sons of the said *William Fitzroy* successively in Tail Male, and subject to a joint Power of Appointment, limited or reserved to the said *Charles* Lord *Southampton* and the Honourable *Robert Fitzroy* Seventh Son of the said *Charles* Lord *Southampton* and *Ann* Lady *Southampton*, but not exercised by them, to the Use of the said *Robert Fitzroy* for his Life, with Remainder to the Use of the same Trustees during the Life of the said *Robert Fitzroy*, in Trust to preserve contingent Remainders; with Remainder to the Use of the First and other Sons of the said *Robert Fitzroy* successively in Tail Male, and subject to a joint Power of Appointment, limited or reserved to the said *Charles* Lord *Southampton* and the Honourable *Edward Somerset Fitzroy*, the Eighth Son of the said *Charles* Lord *Southampton* and *Ann* Lady *Southampton*, but not exercised by them, to the Use of the said *Edward Somerset Fitzroy* for his Life, with Remainder to the Use of the same Trustees during the Life of the said *Edward Somerset Fitzroy*, in Trust to preserve contingent Remainders; with Remainder to the Use of the First and other Sons of the said *Edward Somerset Fitzroy*, successively in Tail Male, with Remainder to the Use of all and every other the Son and Sons of the said *Charles* Lord *Southampton* by the said *Ann* Lady *Southampton*, successively in Tail Male; with Remainder to the Use of all and every other the Son and Sons of the said *Charles* Lord *Southampton*, by any after-taken Wife successively in Tail Male; with Remainder to the Use of the Honourable *Susanniah Maria Fitzroy*, *Charlotte Fitzroy*, *Emilia Fitzroy*, *Louisa Fitzroy*, and *Georgiana Fitzroy*, the Daughters of the said *Charles* Lord *Southampton* and *Ann* Lady *Southampton*, and all and every

other their Daughters as Tenants in Common in Tail General, with Cross Remainders in Tail between them, with the ultimate Remainder, to the Use of the Heirs and Assigns of the said *George Ferdinand* now Lord *Southampton*; and the Trusts declared of the said Term of Six hundred Years were, if the said *Charles* Lord *Southampton* should by Writing under his Hand and Seal, signed in the Presence of and attested by Two Witnesses, so direct to raise, by Demise, Sale, or Mortgage, Twenty thousand Pounds, and lay out the same in the Purchase of Manors, Lands, or other Hereditaments in Fee Simple in Possession in *England*, or Copyhold or Leasehold Lands or Tenements to be settled to the same Uses as the *Tottenham Court* Estate, or as near thereto as the Nature of the Premises would admit; and in the same Indenture there is contained a Provision for Cesser of the same Term on the Performance or Determination of the Trusts; and the same Term hath ceased or determined for Want of any Direction or Appointment by the said *Charles* Lord *Southampton*, for raising all or any Part of the said Sum of Twenty thousand Pounds; and the Trusts declared of the said Term of One thousand Years are to raise Five thousand Pounds for the Portions of the Daughters and younger Children of the said *George Ferdinand* now Lord *Southampton*, by the said *Laura* his then Wife, with Maintenance as therein mentioned; and also in Trust during the Minority of any Person or Persons who, for the Time being, shall be Tenant or Tenants for Life or in Tail, of the said Prebendal and other settled Estates, to receive the Rents, and, after Payment of the annual Charges and Disbursements of the said Estates, and allowing Five hundred Pounds a Year for the Maintenance of the Person so entitled for the Time being, in Trust to apply the Residue of the said Rents in Discharge of the Incumbrances affecting the said Estates; and in the said Indenture of Release of the Thirteenth Day of *July* One thousand seven hundred and ninety, are contained several Powers of jointuring and of charging and raising Portions which have not been exercised, and also Powers of Sale and Exchange, and a Power for keeping up the Number of Trustees, and other usual Powers; and in the same Indenture there is also contained a Power or Proviso enabling the said *Francis* late Earl of *Hertford* and *Henry Seymour Conway*, and the Survivor of them, and the Executors or Administrators of such Survivor, with the Consent in Writing of the said *Charles* Lord *Southampton*, during his Life, and after his Decease, with the Consent in Writing of the Person or Persons who, by virtue of the Limitations therein-before contained, should be for the Time being in the actual Possession of or entitled to the Rents and Profits of the Manor or Lordship and other Hereditaments therein-before mentioned to be thereby released, if such Persons respectively should be of full Age, but if not, then with the Consent in Writing of his, her, or their Guardian or Guardians respectively, by any Deed or Instrument, or Deeds or Instruments, to be sealed and delivered by them the said *Francis* late Earl of *Hertford* and *Henry Seymour Conway*, or the Survivor of them, or the Executors or Administrators of such Survivor, in the Presence of and attested by Two or more credible Witnesses, and either referring or not referring to that Power to limit and appoint, by Way of Demise or Lease, all or any Part of the Lands and other Hereditaments therein-before released to any Person or Persons who should improve the same, or covenant or agree to improve the same, by erecting or building thereon any new House or Houses, Erections or Buildings, or to rebuild or repair any of the Messuages,

ſuages, Tenements, Erections, and Buildings, which then were or thereafter ſhould be on the ſame Hereditaments or any Part thereof, or to expend ſuch Sums of Money in Improvements thereof reſpectively as ſhould be thought an adequate Conſideration for the Intereſts therein reſpectively to be departed with for any Term or Number of Years not exceeding Nine hundred and ninety-nine Years, to take Effect either in Poſſeſſion or immediately after the Determination of the exiſting Leaſes for the Time being of the ſame Hereditaments, ſo that in every ſuch Limitation or Appointment by Way of Demiſe or Leaſe there ſhould be reſerved the beſt and moſt improved yearly Rent or Rents that could be reaſonably had or gotten for the ſame, without taking any Fine for the making thereof, yet ſo that no ſuch Limitation or Appointment by Way of Demiſe or Leaſe as aforeſaid ſhould be valid, unleſs there ſhould be contained therein a Clauſe of Re-entry on Non-payment of the Rent to be reſerved, and unleſs the Leſſee or Leſſees ſhould execute a Counterpart thereof, and thereby covenant for the Payment of the Rent, and alſo covenant for the due Erection and Repairs of ſuch Erections and Buildings as ſhould be agreed to be made upon the Lands to be ſo thereby limited or appointed as aforeſaid, and for expending thereon ſuch Sums of Money as aforeſaid: And whereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively the Eighth and Ninth Days of *June* One thouſand ſeven hundred and ninety-ſix, the Releaſe being of Three Parts, and made or expreſſed to be made between the ſaid *Charles* Lord *Southampton* and *Ann* Lady *Southampton*, and the ſaid *George Ferdinand* now Lord *Southampton*, of the Firſt Part; the Right Honourable *Caroline* Counteſs of *Aylesbury*, therein deſcribed to be the Widow and Relict and ſole Deviſee of the Real Eſtate, and Executrix named in the laſt Will and Teſtament of the ſaid *Henry Seymour Conway*, therein deſcribed as the Right Honourable *Henry Seymour Conway*, late One of His Majeſty's Moſt Honourable Privy Council, theretofore a General and afterwards Field Marſhal of His Majeſty's Forces, who ſurvived the Right Honourable *Francis* theretofore Earl and afterwards Marquis of *Hertford*, his Co-truſtee as therein-after mentioned, and the Honourable *Ann Seymour Damer* the Widow, the only Child and Heir at Law of the ſaid *Henry Seymour Conway*, of the Second Part; and *John Kemeys Tynte* of *New Burlington Street* in the Pariſh of *Saint George*, *Hanover Square*, within the City and Liberty of *Weſtminſter*, Eſquire, and *John Drummond* and *Charles Drummond* both of *Charing Croſs*, in the Pariſh of *Saint Martin in the Fields*, alſo within the City and Liberty of *Weſtminſter*, Eſquires, of the Third Part; in purſuance and in Exerciſe of a Power contained in the ſaid Indenture of Releaſe and Settlement of the Thirteenth Day of *July* One thouſand ſeven hundred and ninety, the ſaid *Charles* Lord *Southampton* appointed the ſaid *John Kemeys Tynte*, *John Drummond*, and *Charles Drummond*, to be Truſtees for the Purpoſes of the ſame Indenture of Releaſe and Settlement, in the room of the ſaid *Francis* Marquis of *Hertford* and *Henry Seymour Conway* deceaſed; and they and the Survivors and Survivor of them and the Executors and Adminiſtrators of ſuch Survivor were inveſted with and authorized to exerciſe the like Powers of leaſing and ſelling, and exchanging of, in, over, and upon the ſaid ſettled Premiſes reſpectively, as the ſaid Marquis of *Hertford* and *Henry Seymour Conway* deceaſed could have had and been inveſted with or entitled to exerciſe, under and by virtue of the ſaid laſt mentioned Indenture, if they had been both then living and continuing to act in the Execution of

of the Truſts repoſed in them, as therein mentioned; and by the ſaid Indentures of Leaſe and Releaſe of the Eighth and Ninth Days of *June* One thouſand ſeven hundred and ninety-ſix, the ſaid ſettled Manor and Hereditaments were conveyed and aſſured to, for, and upon the like Uſes, Truſts, Intents, and Purpoſes, and with, under, and ſubject to the like Powers, Proviſoes, Conditions, and Agreements, as by the ſaid Indenture of Releaſe and Settlement of the Thirteenth Day of *July* One thouſand ſeven hundred and ninety, were limited to the ſaid Marquis of *Hertford* and *Henry Seymour Conway*, or ſuch of them as were then ſubſiſting and capable of taking Effect: And whereas by Articles of Agreement, bearing Date on or about the Fourth Day of *Auguſt* One thouſand ſeven hundred and ninety-ſix, and made between the ſaid *Charles* Lord *Southampton* of the One Part, and the Governor and Company of the New River brought from *Chadwell* and *Amwell* to *London* of the other Part, after reciting that the ſaid Governor and Company being deſirous of making and forming a large Reſervoir of Water, to be raiſed and carried up conſiderably above the Level or Surface of the Ground at or near the Weſt and North Weſt Parts of the Town, and ſuch other Erections and Buildings, and Works as might be fit and proper for the better ſuperintending, carrying on, and conducting ſuch Work or Undertaking, for the better ſupplying the Publick with Water, it is witneſſed that the ſaid *Charles* Lord *Southampton* covenanted for himſelf, his Heirs, Executors, and Adminiſtrators, to make and execute a Leaſe to the ſaid Governor and Company, of all that Piece or Parcel of Ground, being Part of Ground ſituate, lying, and being on the North Side of the Highway leading from *Iſlington* to *Paddington*, and abutting towards the Weſt on the High Road leading from the End of *Tottenham Court Road* to *Hampſtead* and *Highgate*, and containing towards the Weſt by Admeaſurement Three hundred and forty-three Feet and Six Inches, little more or leſs, abutting towards the North on a Piece or Parcel of Ground belonging to the ſaid *Charles* Lord *Southampton*, then lately laid out for the Purpoſe of building a new Street to be called *Charles Street*, and containing by Admeaſurement towards the North, Two hundred and thirty-one Feet (little more or leſs), abutting towards the Eaſt on other Ground of the ſaid *Charles* Lord *Southampton*, then lately laid out for the Purpoſe of building a new Street, to be called *George Street*, and containing by Admeaſurement towards the Eaſt, Two hundred and ſeventy-four Feet and Six Inches (little more or leſs), and abutting towards the South, on other Ground, the Property of the ſaid *Charles* Lord *Southampton*, then in the ſeveral Tenures or Occupations of *Walſh*, *William Francis*, *Jones*, and others, containing by Admeaſurement towards the South, Three hundred and eighty-two Feet Six Inches (little more or leſs); and alſo all that other Piece or Parcel of Ground, ſituate, lying, and being on the Eaſt Side of the ſaid firſt mentioned Piece or Parcel of Ground near the Middle thereof, abutting and containing towards the Weſt by Admeaſurement Eighteen Feet (little more or leſs), and towards the North Fifty-eight Feet (little more or leſs), and towards the Eaſt Eighteen Feet (little more or leſs), and towards the South Fifty-nine Feet (little more or leſs), which ſaid laſt mentioned Piece or Parcel of Ground extended from the Eaſt Side of the ſaid firſt mentioned Piece or Parcel of Ground therein and herein-before firſt mentioned, and thereby agreed to be demiſed to the ſaid new intended Street called *George Street*, and was meant and intended as and for a Way or Paſſage

Of Articles of Agreement.

Paſſage for the ſaid Governor and Company and their Workmen and Servants, with Horſes, Carts, and Carriages of all Sorts, to paſs and repaſs at their free Will and Pleaſure from the ſaid intended Street called *George Street*, into, from, and out of the ſaid firſt mentioned Piece or Parcel of Ground, without the lawful Let, Suit, Hindrance, or Interruption of or by the ſaid *Charles* Lord *Southampton*, his Heirs or Aſſigns, or any Perſon or Perſons claiming under him or them, or any of them, or any other Perſons whomſoever, and over which ſaid Piece or Parcel of Ground, Way, or Paſſage, ſecondly deſcribed, it was nevertheleſs declared and agreed, that the ſaid *Charles* Lord *Southampton*, his Heirs or Aſſigns, ſhould and might, at any Time or Times thereafter be at Liberty to make or ſet up, or cauſe, procure, or ſuffer to be made or ſet up, any Erection or Building whatſoever, ſo as the ſame ſhould leave a clear Height of Ten Feet from the Level of the Footway in the ſaid intended Street called *George Street*, or from the Level of the Ground over which ſuch Way or Paſſage ſhould be made, but no further, or otherwiſe ſuch Height being eſſential and neceſſary for the carrying on and managing the Works of the ſaid Governor and Company, which ſaid ſeveral Pieces or Parcels of Ground intended to be demiſed as hereinbefore mentioned, then were or late had been in the Tenure or Occupation of *William Francis* Cowkeeper, as Tenant to the ſaid *Charles* Lord *Southampton*, and then were in the Tenure or Occupation of the ſaid Governor and Company, and are ſituate, lying, and being in the Pariſh of *Saint Pancras* in the ſaid County of *Middleſex*; and the ſame ſeveral Pieces or Parcels of Ground, with the Abuttals and Boundaries thereof, were more particularly delineated and deſcribed in the Plan or Ground Plot thereof annexed to the ſaid Articles of Agreement, with full and free Liberty to make and form ſuch Reſervoir, and Erections and Buildings, and other Works as aforeſaid, to hold the ſame to the ſaid Governor and Company and their Succeſſors, from the Feaſt Day of *Saint Michael* the Archangel One thouſand ſeven hundred and ninety-three, for the Term of Nine hundred and ninety-nine Years, at the clear yearly Rent of Two hundred Pounds, payable quarterly and ſubject to certain Covenants and Agreements on the Part of the Leſſees therein contained and expreſſed: And whereas the ſaid *Henry Fitzroy*, *Robert Fitzroy*, *Edward Somerſet Fitzroy*, and *Suſanna Maria Fitzroy*, Four of the Children of the ſaid *Charles* Lord *Southampton*, died in his Life-time, and he the ſaid *Charles* Lord *Southampton* died in the Year One thouſand ſeven hundred and ninety-ſeven, leaving the ſaid *George Ferdinand* Lord *Southampton*, his eldeſt Son and Heir at Law, and Eight younger Children, *videlicet*, the ſaid *Charles Fitzroy*, *Warren Fitzroy*, *Frederick Fitzroy*, *William Fitzroy*, the ſaid *Charlotte Fitzroy* now Viſcounteſs *Dungannon*, the Wife of the Honourable *Arthur* Lord Viſcount *Dungannon*, *Emilia Fitzroy* then the Honourable *Emilia Fitzroy*, late the Wife of the Right Honourable *William* Lord *Bagot*, the ſaid *Louiſa Fitzroy* afterwards the Honourable *Louiſa Allen*, late the Wife of *James Allen* Eſquire, and the ſaid *Georgiana Fitzroy*, all by the ſaid *Ann* Lady *Southampton* him ſurviving; and the ſaid *George Ferdinand* Lord *Southampton*, *Charles Fitzroy*, *Warren Fitzroy*, *Frederick Fitzroy*, *William Fitzroy*, and *Charlotte* Viſcounteſs *Dungannon*, have attained the Age of Twenty-one Years, but the ſaid *Georgiana Fitzroy* is an Infant: And whereas the ſaid *George Ferdinand* Lord *Southampton* hath not any Iſſue Male, and the ſaid *Emilia* Lady *Bagot* and *Louiſa Allen* have ſeverally departed this Life ſince the Death of the ſaid *Charles*

Lord *Southampton*, the ſaid *Emilia* Lady *Bagot* leaving One Child, namely, the Honourable *Louiſa Barbara Bagot*, her ſurviving, who has ſince departed this Life, and the ſaid *Louiſa Allen* leaving Five Children her ſurviving, namely, *Francis William Thomas Allen*, *Charles Arthur Allen*, *George Auguſtus Allen*, *William Frederick Allen*, and *Emily Anne Allen*, who are all Infants, and there was not any other Child of the Marriage of the ſaid *Charles* Lord *Southampton* and *Ann* Lady *Southampton* beſides their Iſſue above ſtated: And whereas in purſuance of the ſaid Articles of Agreement, and in Expectation that the ſame would be carried into Effect, the ſaid Governor and Company of the New River have expended a very conſiderable Sum in making and forming a large Reſervoir for Water, and other Erections and Buildings upon the ſaid Pieces or Parcels of Ground by the ſaid Articles agreed to be demiſed, and have regularly paid the Rent of Two hundred Pounds a Year for the ſame Pieces or Parcels of Ground up to the Twenty-ninth Day of *September* One thouſand eight hundred and two: And whereas Building and Repairing Leaſes are continually and from Time to Time granting by the Truſtees of the ſaid Indenture of Releaſe and Settlement of the Thirteenth Day of *July* One thouſand ſeven hundred and ninety, in purſuance and exerciſe of the Power thereby given to them; and hitherto the Truſtees of the ſaid Term of Five hundred Years limited by the ſaid Indenture of the Fifteenth Day of *June* One thouſand ſeven hundred and ninety, have not, as to the Lands and Hereditaments comprized in that Term, been required to join or concur in ſuch Leaſes, but ſuch their Concurrence may be required, and if required will be attended with conſiderable Expence and with Delay in obtaining the Execution of the ſame Leaſes: And whereas the ſaid Rent of Two hundred Pounds a Year by the ſaid Articles of Agreement reſerved or agreed to be reſerved for the ſaid Pieces or Parcels of Ground thereby agreed to be demiſed, is a large Rent for the ſame, and equal to the Rent which could have been obtained for the ſame Pieces or Parcels of Ground if granted out on Building Leaſes purſuant to the ſaid Power of leaſing: And whereas in Compliance with the Stipulations in the ſaid Articles of Agreement, and in Performance of the ſame Agreement, by Indenture bearing Date on or about the Twelfth Day of *October* One thouſand eight hundred and two, and made or expreſſed to be made between the ſaid *John Kemeys Tynte*, *John Drummond*, and *Charles Drummond*, of the Firſt Part; the ſaid *Ann* Lady *Southampton* of the Second Part; and the ſaid Governor and Company of the Third Part; the ſaid *John Kemeys Tynte*, *John Drummond*, and *Charles Drummond*, did, with the Conſent of the ſaid *Ann* Lady *Southampton*, demiſe to the ſaid Governor and Company, the ſaid Pieces of Land comprized in the ſaid recited Articles, and thereby agreed to be demiſed as aforeſaid, to hold the ſame to the ſaid Governor and Company, and their Succeſſors, for the Term and under the Rent, and ſubject to the Covenants, Conditions, Exceptions, and Agreements, ſtipulated by the ſaid Articles of Agreement, a Copy of which ſaid Indenture is contained in the Schedule to this Act, but the ſaid Governor and Company have not executed the Counterpart of the ſaid Leaſe: And whereas Doubts have been raiſed whether the Truſtees of the ſaid Power of leaſing contained in the ſaid Indenture of Releaſe of the Thirteenth Day of *July* One thouſand ſeven hundred and ninety, are authorized to make a Leaſe under the ſame Power, purſuant to and in Performance of the ſaid Articles of Agreement, ſince the ſaid Articles of Agreement are not for building new

Houſes

Houſes or repairing old ones; but are for making a Reſervoir, with a Way or Paſſage to or from the ſame, as deſcribed in the ſaid Articles: And whereas the ſaid *Ann* Lady *Southampton* and *George Ferdinand* Lord *Southampton*, conceiving it to be for the Benefit of all Perſons claiming under the ſaid ſeveral herein-before mentioned Indentures, and alſo for the Convenience and Benefit of the Publick ſupplied with Water by the New River Company, are deſirous that the ſaid Leaſe, ſo made in purſuance of the ſaid Articles of Agreement, ſhould be confirmed, and ſhould have Priority to all the Uſes, Truſts, and Eſtates, limited in and by the ſaid ſeveral Indentures; and the ſaid *Ann* Lady *Southampton* and *George Ferdinand* Lord *Southampton*, alſo conceiving it to be for the Benefit of all the Perſons claiming under the ſame Indentures, are alſo deſirous that all ſuch Leaſes as may be hereafter granted by the ſaid Truſtees purſuant to the ſaid Power in that Behalf contained in the ſaid Indenture of Releaſe and Settlement of the Thirteenth Day of *July* One thouſand ſeven hundred and ninety, may have Priority to the ſaid Term of Five hundred Years, limited by the ſaid Indenture of the Fifteenth Day of *June* One thouſand ſeven hundred and ninety, and the Truſts thereof: But inaſmuch as the Deſire of the ſaid *Ann* Lady *Southampton* and *George Ferdinand* Lord *Southampton*, cannot be effected without the Aid and Authority of Parliament; therefore Your Majeſty's moſt dutiful and loyal Subjects the ſaid *Ann* Lady *Southampton* and *George Ferdinand* Lord *Southampton* do moſt humbly beſeech Your Majeſty that it may be enacted; and be it enacted by the King's moſt Excellent Majeſty, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That, from and immediately after the paſſing of this Act, and the Execution of a Duplicate or Counterpart of the ſaid Indenture of Leaſe, bearing Date on or about the Twelfth Day of *October* One thouſand eight hundred and two, by the ſaid Governor and Company of the New River, the ſame Indenture of Leaſe, and the Term and Eſtate thereby granted, and all and ſingular the Powers, Proviſions, Covenants, Agreements, and Matters in the ſame Indenture of Leaſe expreſſed and contained, ſhall be good, valid, and effectual, and the ſame are hereby ratified and confirmed to all Intents and Purpoſes whatſoever.

Indenture of 12th *October* 1802 declared valid.

II. And be it further enacted, That as well the ſaid Indenture of Leaſe of the Twelfth Day of *October* One thouſand eight hundred and two, herein-before recited, as all Leaſes to be hereafter granted under and by virtue and purſuant to the Power of leaſing contained in the ſaid Indenture of Releaſe and Settlement of the Thirteenth Day of *July* One thouſand ſeven hundred and ninety, ſhall have Priority over, and take Effect in Preference to the ſaid Term of Five hundred Years and the Truſts thereof, and that the ſame Term of Five hundred Years ſhall be conſidered as or in the Nature of a Reverſion, expectant on the Term granted by the ſaid Indenture of Leaſe, of the Twelfth Day of *October* One thouſand eight hundred and two, and on the Terms that may be granted by the Leaſes which ſhall be made from Time to Time hereafter, purſuant to the ſaid Power of leaſing contained in the ſaid Indenture of Releaſe and Settlement of the Thirteenth Day of *July* One thouſand ſeven hundred and ninety; and the ſaid Leaſe and Leaſes ſhall have ſuch and the ſame Effect, and the Rents thereby reſerved, and the Benefit of the Covenants, Conditions, and Agreements therein contained ſhall be received

Indentures of 12th *October* and 13th *July* 1790 to have Priority.

ceived by and derived to and be taken and enjoyed by the Perſon or Perſons who would have been entitled thereto, and in the ſame and the like Manner as if the Truſtee or Truſtees for the Time being of the ſaid Term of Five hundred Years had joined in making the ſame Leaſe and Leaſes.

Saving.

III. Saving always to the King's moſt Excellent Majeſty, His Heirs and Succeſſors, and to all and every Perſon and Perſons, Bodies Politick and Corporate, and his and their reſpective Heirs, Succeſſors, Executors, and Adminiſtrators (other than and except the ſaid *George* Earl of *Euſton* and *Francis Seymour* Marquis of *Hertford*, their Executors, Adminiſtrators, and Aſſigns, and the Perſons entitled and to be entitled to the Truſts of the ſaid Terms of Five hundred Years, and One thouſand Years, and the ſaid *John Kemeys Tynte*, *John Drummond*, and *Charles Drummond*, their Executors, Adminiſtrators, and Aſſigns, and the ſaid *Ann* Lady *Southampton*, her Heirs and Aſſigns, and the ſaid *George Ferdinand* Lord *Southampton*, his Heirs and Aſſigns, and his Firſt and other Sons reſpectively, and the Heirs Male of their reſpective Bodies, and the other Perſon or Perſons for the Time being entitled or to be entitled to any Eſtate, Right, Title, or Intereſt, at Law or in Equity, under or by virtue or means of the aforeſaid recited Indenture of Releaſe or Settlement, of the Thirteenth Day of *July* One thouſand ſeven hundred and ninety, of, in, to, out of, or upon the ſaid Pieces or Parcels of Ground and Hereditaments which have been demiſed to the ſaid Governor and Company of the New River, and alſo the Hereditaments which from Time to Time ſhall be demiſed under and by virtue of, and purſuant to the Power of leaſing contained in the ſame Indenture of Releaſe or Settlement), all ſuch Eſtate, Right, Title, Intereſt, Truſt, Property, Claim, and Demand whatſoever, at Law or in Equity, of, in, to, out of, or upon the Hereditaments demiſed and to be demiſed as aforeſaid, or any Part thereof, as he, ſhe, and they reſpectively had before the paſſing of this Act, or could or might have had, enjoyed, or claimed if this Act had not been paſſed.

Act to be printed by the King's Printer.

IV. And be it further enacted, That this Act ſhall be printed by the Printer to the King's moſt Excellent Majeſty; and may be given in Evidence in all Courts of Juſtice, and before all Judges and Juſtices, who ſhall take judicial Notice thereof, in like Manner as if the ſame had been declared to be a publick Act.

The SCHEDULE

The SCHEDULE referred to by the foregoing Act.

THIS INDENTURE, of Three Parts, made the Twelfth Day of *October* in the Forty-second Year of the Reign of our Sovereign Lord *George* the Third, by the Grace of God of the United Kingdom of *Great Britain* and *Ireland* King, Defender of the Faith, and in the Year of our Lord One thousand eight hundred and two, between *John Kemeys Tynte*, late of *Old Burlington Street*, but now of *Hill Street Berkeley Square*, in the County of *Middlesex*, Esquire, and *John Drummond* and *Charles Drummond* of *Charing Cross*, in the same County, Esquires, of the First Part; the Right Honourable *Ann* Dowager Baroness *Southampton*, of the Second Part; and the Governor and Company of the New River brought from *Chadwell* and *Amwell* to *London*, of the Third Part: Witnesseth, That in pursuance of and for the Purpose of carrying into Execution certain Articles of Agreement, bearing Date on or about the Fourth Day of *August* in the Year One thousand seven hundred and ninety-six, and made or expressed to be made between *Charles* Lord *Southampton* since deceased, of the One Part, and the said Governor and Company of the other Part; and in Consideration that the said Governor and Company have made and formed a large Reservoir for Water on the Piece or Parcel of Ground first herein-after described and hereby demised, and in Consideration of the Rent hereby reserved and made payable, and of the Covenants, Clauses, Conditions, and Agreements herein-after contained, and on the Part of the said Governor and Company, their Successors and Assigns, to be observed and performed, they the said *John Kemeys Tynte*, *John Drummond*, and *Charles Drummond* (by and with the Consent and Approbation of the said *Ann* Lady *Southampton*, testified by her being a Party to and signing these Presents), have granted, demised, and leased, limited and appointed, and by this Deed or Instrument sealed and delivered by them, the said *John Kemeys Tynte*, *John Drummond*, and *Charles Drummond*, and in pursuance and in exercise of all Powers and Authorities enabling them in this Behalf, do grant, demise and lease, limit and appoint unto the said Governor and Company, their Successors and Assigns, all that Piece or Parcel of Ground being Part of the Ground situate, lying, and being on the North Side of the Highway leading from *Islington* to *Paddington*, and abutting towards the West on the High Road leading from the End of *Tottenham Court Road* to *Hampstead* and *Highgate*, and containing towards the West by Admeasurement, Three hundred and forty-three Feet and Six Inches (little more or less), abutting towards the North on a Piece or Parcel of Ground belonging to the said *Ann* Lady *Southampton*, or her Trustees, lately laid out for the Purpose of building a new Street, called or to be called *Charles Street*, and containing by Admeasurement towards the North, Two hundred and thirty-one Feet (little more or less), abutting towards the East on other Ground of the said *Ann* Lady *Southampton*, lately laid out for the Purpose of building a new Street, called or to be called *George Street*, and containing by Admeasurement towards the East, Two hundred and seventy-four Feet, and Six Inches (little more or less), and abutting towards the South on other Ground the Property of the said *Ann* Lady *Southampton*, now or late

late in the ſeveral Tenures or Occupations of *Walſh*, *William Francis*, *Jones*, and others, and containing by Admeaſurement towards the South, Three hundred and eighty-two Feet Six Inches (little more or leſs); and alſo all that other Piece or Parcel of Ground ſituate, lying, and being on the Eaſt Side of the ſaid firſt mentioned Piece or Parcel of Ground near the Middle thereof, abutting and containing towards the Weſt by Admeaſurement Eighteen Feet (little more or leſs), and towards the North Fifty-eight Feet (little more or leſs), and towards the Eaſt Eighteen Feet (little more or leſs), and towards the South Fifty-nine Feet (little more or leſs), which ſaid laſt mentioned Piece or Parcel of Ground extends from the Eaſt Side of the ſaid firſt mentioned Piece or Parcel of Ground herein-before firſt mentioned, and hereby demiſed, to the ſaid Street called or to be called *George Street*, and is meant and intended as and for a Way or Paſſage for the ſaid Governor and Company, their Succeſſors and Aſſigns, and their Workmen and Servants, with Horſes, Carts, and Carriages of all Sorts, to paſs and repaſs at their free Will and Pleaſure from the ſaid Street called or to be called *George Street*, into, from, and out of the ſaid firſt mentioned Piece or Parcel of Ground, without the lawful Let, Suit, Hindrance, or Interruption of or by the ſaid *Ann* Lady *Southampton*, her Heirs or Aſſigns, or any Perſon or Perſons claiming or to claim under her or them, or any of them, or any other Perſons whomſoever, and alſo the Right of Way and Paſſage laſt mentioned, and alſo the Reſervoir of Water, and all Erections, Buildings, and Improvements whatſoever which have been made, erected, and ſet up by the ſaid Governor and Company on the ſaid firſt mentioned and hereby demiſed Piece or Parcel of Ground, which ſaid ſeveral Pieces or Parcels of Ground intended to be demiſed as herein-before mentioned, late were in the Tenure or Occupation of *William Francis* Cowkeeper, as Tenant to the late *Charles* Lord *Southampton*, and are now in the Tenure or Occupation of the ſaid Governor and Company, and are ſituate, lying, and being in the Pariſh of *Saint Pancras* in the County of *Middleſex*, and alſo the full and free Liberty to make and complete on the ſaid firſt mentioned and hereby demiſed Piece or Parcel of Ground, ſuch Erections and Buildings, Reſervoirs and other Works, as the ſaid Governor and Company, their Succeſſors and Aſſigns, ſhall, from Time to Time, think fit, which ſaid ſeveral Pieces or Parcels of Ground intended to be hereby demiſed, are particularly delineated and deſcribed in a Plan thereof, annexed to theſe Preſents, and alſo all other Ways, Paſſages, Areas, Vaults, Drains, Sewers, Gutters, Watercourſes, Profits, Advantages, and Appurtenances to the ſaid Pieces or Parcels of Ground and Premiſes hereby demiſed, belonging or appertaining (except and always reſerved out of this preſent Grant and Demiſe unto the Owner and Owners for the Time being of other the Lands or Grounds of the ſaid *Ann* Lady *Southampton* in the ſaid Pariſh of *Saint Pancras* otherwiſe called *Kentiſh Town*, and his, her, or their Tenants, the free Paſſage and running of Water and Soil coming and to come off and from other the Lands or Grounds of the ſaid *Ann* Lady *Southampton*, and the Houſes built and to be built thereon, in, by, and through the Channels and Sewers, if any, that now are or ſhall hereafter be made in or upon the ſaid demiſed Premiſes, in caſe the ſame Premiſes ſhall be uſed for building Houſes or forming Streets as herein-after mentioned, he, ſhe, or they, on reaſonable Requeſt, paying his, her, or their Shares and Proportions of the Charges of cleanſing and repairing ſuch Channels and

Sewers, as often as Need ſhall be or require, and alſo excepted and always reſerved out of this preſent Grant or Demiſe, unto the Perſon or Perſons for the Time being entitled to the Reverſion or Remainder expectant on the Term hereby demiſed, of and in the ſaid Piece or Parcel of Ground, Way, or Paſſage, ſecondly herein-before deſcribed and hereby demiſed at any Time or Times, and from Time to Time hereafter, during the Term hereby granted, full and free Liberty to make or ſet up, or cauſe, procure, or ſuffer to be made or ſet up, over the ſame Piece or Parcel of Ground, Way, or Paſſage, any Erection or Building whatſoever, ſo as the ſame ſhall leave a clear Height of Ten Feet from the Level or Surface of the Footway of the ſaid Street called or to be called *George Street*, or from the Level of the Ground over which ſuch Way or Paſſage ſhall be made, but no further or otherwiſe, ſuch Height being eſſential or neceſſary for carrying on and managing the Works of the ſaid Governor and Company, to have and to hold the ſaid Pieces or Parcels of Ground, and all and ſingular the Premiſes hereby demiſed with their Appurtenances (except as before excepted), unto the ſaid Governor and Company, their Succeſſors and Aſſigns, from the Feaſt Day of *Saint Michael* the Archangel, in the Year One thouſand ſeven hundred and ninety-three, for and during the Term of Nine hundred and ninety-nine Years from thence next enſuing, and fully to be complete and ended, yielding and paying therefor unto the ſaid *Ann* Lady *Southampton* and her Aſſigns, during ſo many Years of the Term hereby granted as ſhe ſhall live, and from and after her Deceaſe unto ſuch other Perſon or Perſons as for the Time being ſhall be entitled to the Remainder or Reverſion of the ſaid Premiſes (expectant on the Determination of this Demiſe), during the Reſidue then to come and unexpired of the ſaid Term, the yearly Rent or Sum of Two hundred Pounds of lawful Money of *Great Britain*, free and clear of and from all Taxes and Deductions whatſoever, on the Four moſt uſual Feaſts or Days of Payment of Rent in the Year; (that is to ſay), the Twenty-fifth Day of *March*, the Twenty-fourth Day of *June*, the Twenty-ninth Day of *September*, and the Twenty-fifth of *December*, by Four equal Portions, the Firſt Payment thereof to become due and be made on the Twenty-fifth Day of next *December* (the ſaid Rent having been already paid up to the Twenty-ninth Day of *September* One thouſand eight hundred and two): And the ſaid Governor and Company for themſelves, their Succeſſors and Aſſigns, do covenant, promiſe, and agree to and with the ſaid *Ann* Lady *Southampton* and her Aſſigns, and the Perſon or Perſons for the Time being entitled in Reverſion or Remainder as aforeſaid, and alſo apart and diſtinct from the ſaid *Ann* Lady *Southampton*, to and with the ſaid *John Kemeys Tynte*, *John Drummond*, and *Charles Drummond*, their Executors, Adminiſtrators, and Aſſigns, by theſe Preſents, in Manner following; (that is to ſay), that they the ſaid Governor and Company, their Succeſſors or Aſſigns, ſhall or will well and truly pay or cauſe to be paid unto the ſaid *Ann* Lady *Southampton* and her Aſſigns, during ſo many Years of the Term hereby granted as ſhe ſhall live, and after her Deceaſe to the Perſon or Perſons for the Time being entitled to the Remainder or Reverſion of the ſaid Premiſes (expectant as aforeſaid) during the Reſidue of the ſaid Term, the ſaid yearly Rent or Sum of Two hundred Pounds, at the Times and in the Proportions herein-before appointed for Payment thereof: And likewiſe that they the ſaid Governor and Company, their Succeſſors and Aſſigns, ſhall and will, during

during the Continuance of the Term hereby granted, bear, pay, and discharge the Land Tax, Sewer Tax, and all other Taxes, Rates, Duties, Assessments, and Impositions, of what Nature or Kind soever, whether parliamentary, parochial, or otherwise, imposed or charged, or which at any Time or Times during the Term hereby granted, shall be imposed or charged on the said demised Premises, or any Part thereof, or on the Landlord for the Time being in respect thereof, or of the Rent hereby reserved, it being the true Intent and Meaning of these Presents, and of the Parties hereto, that the said yearly Rent or Sum of Two hundred Pounds shall be paid without Deduction or Abatement thereout for Land Tax, or on any other Account whatsoever; and also that they the said Governor and Company have erected and built, or they, their Successors or Assigns, shall and will erect and build, and they, their Successors or Assigns, shall and will from Time to Time maintain and support on the said first mentioned and hereby demised Piece or Parcel of Ground, good and substantial Walls or Fences, as well for incloſing the said first mentioned Piece or Parcel of Ground, as for the Support and Protection of the said Reservoir and the several other Works made or to be made thereon or therein; and that they the said Governor and Company have made and will maintain and keep, or they, their Successors or Assigns, shall or will make and maintain such Drains, Sewers, or Watercourses as shall or may be wanting for carrying off from the said first mentioned Piece or Parcel of Ground, all Surplus Water, Leakage, Filth, or Soil from and out of the same Premises; and also for preventing any Injury, Nuisance, or Annoyance, by reason of such Surplus Water, Leakage, Filth, or Soil, to other the Tenants of the said *Ann* Lady *Southampton*, or other Person or Persons for the Time being entitled in Reversion or Remainder as aforesaid, and also to the other Inhabitants of the Houses or Buildings in the adjacent Streets, and that such Fences or Walls are or shall be built and carried up entirely on the said first mentioned Piece or Parcel of Ground, in order that the same may not, at any Time hereafter, be considered as Party Walls, or be built upon by any of the Inhabitants or Tenants of the Premises adjacent, or in anywise be used by them other than as Boundary Fences; and that the said Governor and Company, their Successors and Assigns, shall or will, for or in respect of such Part of the said hereby demised Premises as abut on the Streets made or to be made as aforesaid, contribute and pay towards the making, repairing, and maintaining the Foot and Carriage Ways rateably and in Proportion with the other Tenants, Occupiers, and Inhabitants for the Time being liable to contribute towards the same; and also that they the said Governor and Company, their Successors or Assigns, or their Tenants or Lessees, or any Person or Persons claiming under them or acting by their Authority, shall not nor will, at any Time or Times during the Term hereby granted, erect, set up, or use on the said hereby demised Premises, or any Part thereof, any Fire Engine or Steam Engine that shall or may annoy or be a Nuisance to the Inhabitants residing in the Streets or Places adjacent thereto; and also that in case the said first mentioned Piece or Parcel of Ground, or any Part thereof, shall, at any Time during the Term hereby granted, be converted or employed for the Purpose of building Houses to be inhabited by any Person or Persons other than the Agents, Servants, or Workmen of the said Company, or their Successors, then and in that Case they the said Governor and Company, their Successors and Assigns, or some

or

or One of them shall and will, at their own Costs and Charges, when and as often as Need shall require during the Term hereby granted, well and sufficiently repair, uphold, support, maintain, amend, and keep the said demised Premises and the Pavement in the Street in the Front thereof, and all other Pavements and all Walls, Fences, Posts, Pales, Iron and other Rails, Privies, Sewers, Drains, and other Appurtenances belonging or which shall belong to the same Premises, with all Manner of needful and necessary Reparations, Cleansings, Scourings, and Amendments whatsoever; and moreover that the said demised Premises, with the Appurtenances, so being in all Things well and sufficiently repaired, upheld, supported, maintained, amended, and kept together, with all Doors, Wainscots, Locks, Keys, Bolts, Bars, Staples, Hinges, Hearths, Marble and other Chimney Pieces, Mantle Pieces, Chimney Jaumbs, Foot Paces and Slabs, Covings, Glazed Windows and Sashed Windows, Window Shutters, Partitions, Pumps, Pipes, Posts, Pales, Rails, Racks, Mangers, and all such Things as at any Time hereafter during the said Term hereby granted shall be anyways fixed, or fastened to, or set up in or upon, or shall belong to the said demised Premises, they the said Governor and Company, their Successors, Under-tenants, or Assigns, shall and will, at the Expiration or other sooner Determination of the Term hereby granted, peaceably and quietly surrender and yield up unto the Person or Persons then entitled to the Freehold, Reversion, or Inheritance of the Premises hereby demised; and further, that in case of building Houses to be inhabited as aforesaid, except as aforesaid, they the said Governor and Company, their Successors and Assigns, shall and will, as often as Need shall require during the Term hereby granted, bear, pay, or allow a reasonable Share or Proportion of the Cost or Charge of making, supporting, repairing, amending, and cleansing, as well of all Party Walls, Party Gutters, Common Sewers, Publick Sewers, and Drains, which at any Time and from Time to Time during the Term hereby granted shall belong to the said demised Premises, as also of all Drains and Common or Publick Sewers in the said Parish of *Saint Pancras* otherwise called *Kentish Town*, into or through which any Water or Soil coming or running, or to come or run from the said Pieces or Parcels of Ground and Premises hereby demised shall pass; and likewise that it shall and may be lawful to and for the said *Ann* Lady *Southampton*, and the Person or Persons for the Time being entitled to the Reversion, Freehold, or Inheritance of the said Premises, and his, her, or their Stewards, Surveyors, and Workmen, Twice in every Year or oftener during the Term hereby granted, at proper Times in the Day, to enter into the said demised Premises to view the State and Condition thereof, and to give or leave Notice in Writing on the demised Premises for the Amendment of all Defects and Want of Reparation then or there found; and that they the said Governor and Company, their Successors and Assigns, or their Undertenants, or the Occupiers for the Time being of the Premises, or some or One of them, shall and will, within Three Calendar Months next after every such Notice, well and sufficiently repair, amend, and make good all such Defects and Wants of Reparation and Amendment and all other Defects and Wants of Reparation whatsoever in the said demised Premises; and likewise that they the said Governor and Company, their Successors or Assigns, shall not nor will, during the said Term hereby granted, do or wittingly or willingly cause or suffer any Act or Thing to

be done in or upon the ſaid demiſed Premiſes which may be or grow to the Annoyance, Nuiſance, Damage, or Diſturbance of the ſaid *Ann* Lady *Southampton*, or the Perſon or Perſons for the Time being entitled to the Reverſion, Freehold, or Inheritance thereof, or of his, her, their, or any of their Aſſigns or Tenants in the ſaid Pariſh of *Saint Pancras*; and likewiſe that they the ſaid Governor and Company, or their Succeſſors or Aſſigns, ſhall not nor will ſell, aſſign, transfer, or make over this Indenture of Leaſe, or the Term hereby granted, or otherwiſe depart with their Eſtate and Intereſt in the Premiſes hereby demiſed, or any Part thereof, to any Perſon or Perſons whomſoever during the laſt Seven Years of the Term hereby granted, without the Licence or Conſent in Writing of the Perſon or Perſons for the Time being entitled to the Reverſion, Freehold, or Inheritance as aforeſaid for that Purpoſe firſt had and obtained, to the Intent that the Perſon or Perſons ſo entitled may know the actual Tenant or Aſſignee of the ſaid Premiſes, and be the better aſſured of the due Performance of the Covenants, Clauſes, and Agreements on the Leſſee's Part to be obſerved and kept; and further, that in caſe the ſaid firſt mentioned Piece or Parcel of Ground, or any Part thereof, ſhall be employed or uſed for Streets and Houſes, or Houſes only, or for other Buildings except as aforeſaid, then within Thirty Days after erecting and building or covering in ſuch Houſes and Buildings reſpectively, the ſaid Governor and Company, their Succeſſors or Aſſigns, or their Leſſees or Tenants, ſhall or will, at their own Coſts and Charges, inſure or cauſe to be inſured from Loſs or Damage by Fire, in ſome reputable Office or Offices of Inſurance, in *London* or *Weſtminſter*, all ſuch Erections and Buildings as ſhall at any Time hereafter be erected and built on the demiſed Premiſes to Two-thirds at the leaſt of the whole or full Value of ſuch Erections and Buildings, in the joint Names of the ſaid *Ann* Lady *Southampton*, or ſuch other Perſon or Perſons as ſhall be entitled as aforeſaid, and of the ſaid Governor and Company, their Succeſſors, Tenants, or Aſſigns, for better Security, and to the End and Intent that in caſe any Part of ſuch Erections or Buildings ſhall be burnt, deſtroyed, or damaged by or by reaſon of Fire, all and every Sum and Sums of Money that ſhall become payable by or from any ſuch Office or Offices of Inſurance, may be from Time to Time laid out and expended in and about the rebuilding and reinſtating ſuch Erections and Buildings, or in making good and repairing the Damage and Injury ſo to be occaſioned as aforeſaid and not otherwiſe, and in caſe the Premiſes ſo burnt, damaged, or deſtroyed, cannot be reinſtated, rebuilt, or made good by the Money to be received from ſuch Office or Offices of Inſurance, the ſaid Governor and Company, their Succeſſors or Aſſigns, or their Tenants, ſhall and will ſupply and make up the Deficiency of ſuch Inſurance Money, and as ſoon as conveniently may be next after the happening of any ſuch Accident by Fire, and when and as often as the ſame ſhall ſo happen, well and effectually rebuild, finiſh, repair, amend, and make good ſuch Part or Parts of the Premiſes as ſhall be ſo burnt or deſtroyed, and all Damage or Injury ſo to be occaſioned as aforeſaid, with their own Money and at their own Coſts and Charges; and further, that in caſe the ſaid firſt mentioned Piece or Parcel of Ground ſhall at any Time hereafter be granted out by the ſaid Governor and Company, their Succeſſors or Aſſigns, or their Undertenants, or any Perſon or Perſons deriving a Title under them, either on building, improving, or repairing

Leaſes,

Leaſes, then and in that Caſe the ſame Premiſes reſpectively ſhall be granted or demiſed under or ſubject to the ſame or the like Covenants, Clauſes, and Reſtrictions, as are contained in Leaſes of the like Nature granted by the ſaid *Ann* Lady *Southampton* or her Truſtees, of her ſaid Eſtate called *Kentiſh Town*, or any of the Building Ground Parcel thereof, for reſtraining her ſeveral Tenants from carrying on, following, or exerciſing any offenſive Trades or Occupations on the ſaid demiſed Premiſes, or any Part thereof; and that ſhe the ſaid *Ann* Lady *Southampton*, or the Perſon or Perſons entitled in Reverſion or Remainder as aforeſaid, ſhall be entitled to have the ſame Covenants, Clauſes, and Reſtrictions duly enforced by the Perſon or Perſons entitled to the Right of enforcing the ſame Covenants, Clauſes, and Reſtrictions: Provided always nevertheleſs, That if the ſaid yearly Rent or Sum of Two hundred Pounds ſhall be behind or unpaid in Part or in All, by the Space of Twenty-one Days next after any One of the Days of Payment whereon the ſame is made payable as aforeſaid; or if the ſaid Governor and Company, their Succeſſors or Aſſigns, ſhall uſe or follow, or permit or ſuffer, any other Perſon or Perſons to uſe or follow the Trade or Buſineſs of a Brewer, Bagnio Keeper, Diſtiller, Pipe Burner, Melting Tallow Chandler, Working Hatter, Baker, Sugar Baker, Poulterer, Fiſhmonger, Fruiterer, Herbſeller, Vintner, Victualler, Coffee-Houſe Keeper, Dyer, Brazier, Pewterer, Smith, Farrier, or any other offenſive or obnoxious Trade, or make Auctions or publick Sales of Houſehold Goods or other Things in or upon the ſaid demiſed Premiſes, or any Part thereof, without a Licence in Writing from the Perſon or Perſons for the Time being entitled to the Reverſion, Freehold, or Inheritance of the ſaid hereby demiſed Premiſes, or if the ſaid Governor and Company, their Succeſſors or Aſſigns, ſhall during the laſt Seven Years of the ſaid Term, without ſuch Licence or Conſent in Writing in that Behalf as aforeſaid, aſſign or ſet over this preſent Indenture of Leaſe, or the Premiſes hereby demiſed, or any Part thereof, or otherwiſe part with their Eſtate or Intereſt in the ſame, or they, their Tenants or Occupiers, ſhall omit to make and continue ſuch Inſurance as aforeſaid, during ſuch Time as ſuch Inſurance is covenanted to be made, then and from thenceforth, and in any of the ſaid Caſes it ſhall and may be lawful to and for the Perſon or Perſons for the Time being entitled to the Freehold Reverſion or Inheritance into and upon any Part of the demiſed Premiſes, in the Name of the Whole, to re-enter, and the ſame to have, hold, and enjoy as if this Leaſe had never been made; and the ſaid *Ann* Lady *Southampton*, for herſelf, her Heirs, Executors, and Adminiſtrators, doth hereby covenant and agree with the ſaid Governor and Company, their Succeſſors and Aſſigns, that the ſaid Governor and Company, their Succeſſors and Aſſigns, paying the ſaid Rent hereby reſerved, and obſerving and performing the Covenants, Clauſes, Conditions, and Agreements herein-before contained, and on their Parts to be paid, obſerved, and performed, ſhall and may peaceably and quietly have, hold, poſſeſs, and enjoy the ſaid Piece or Parcel of Ground and Premiſes hereby demiſed, with their Appurtenances (except as before excepted), for and during the ſaid Term of Nine hundred and ninety-nine Years, hereby granted without any Interruption of or by her the ſaid *Ann* Lady *Southampton*, or her Heirs, or of or by any other Perſon or Perſons lawfully claiming or to claim, by, from, under, or in Truſt for her, them, or any of them: In Witneſs whereof to One Part of theſe Preſents, the ſaid *John Kemeys Tynte*, *John Drummond*,

Drummond, and *Charles Drummond*, and *Ann* Lady *Southampton*, have set their Hands and Seals, and to the other Part thereof the said Governor and Company have caused their Common Seal to be affixed the Day and Year first above written.

(*L. S.*) J. KEMEYS TYNTE.
(*L. S.*) JOHN DRUMMOND.
(*L. S.*) CHAS. DRUMMOND.
(*L. S.*) ANN SOUTHAMPTON.

Signed, sealed, and delivered by the within-named *John Kemeys Tynte* (being first duly stamped), in the Presence of
*Nath*l *Knott*, Captn *Somt* Militia.
John Birch, *Chancery Lane*.

Signed, sealed, and delivered by the within-named *Ann* Lady *Southampton*, in the Presence of
W. Baldwin, *Lower Brook Street*.
William Merrington, Servant to Lady *Southampton*.

Signed, sealed, and delivered by the within-named *John Drummond* and *Charles Drummond*, in the Presence of
Benjamin Fone, Clk. to Messrs. *Drummond*.
John Birch.

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