ANNO VICESIMO QUINTO & VICESIMO SEXTO

VICTORIÆ REGINÆ.

Cap. 1.

An Act to confirm certain Contracts for granting Leases made and entered into by *Charles Phillimore* Esquire of Part of the Lands and Hereditaments devised by the Will of *William Robert Phillimore* Esquire, deceased, situate in the Parish of *Saint Mary Abbotts*, *Kensington*, in the County of *Middlesex*, and to confirm certain Leases granted in pursuance of the said Contracts, and for other Purposes relating to the said Will. [30th *June* 1862.]

WHEREAS *William Robert Phillimore*, late of *Kendals* in the County of *Herts*, Esquire, deceased, being seised in Fee Simple of divers Messuages, Lands, and Hereditaments situate in the Parish of *Saint Mary Abbotts*, *Kensington*, in the County of *Middlesex*, with their Appurtenances, did, by Indentures of Lease and Release dated respectively the Fifteenth and Sixteenth Days of *March* One thousand eight hundred and twenty-seven, and respectively made between the said *William Robert Phillimore* of the one Part, and the

Indentures dated 15th and 16th March 1827.

the Reverend *Jonathan Kendal* and *William Phillimore* Esquire, of the other Part, grant and convey a Part of the said Lands and Hereditaments, including therein the Land comprised in the herein-after recited Building Contract, with the Appurtenances, unto and to the Use of the said *Jonathan Kendal* and *William Phillimore*, their Heirs and Assigns, subject to an Annuity or yearly Rentcharge of Two hundred and twenty Pounds payable to *Maria Hudson* of *Kensington* aforesaid, Spinster, during her Life, and to a Term of One hundred Years for securing the same Annuity, respectively created by an Indenture bearing Date the Twenty-eighth Day of *November* One thousand eight hundred and fifteen, and which Annuity has determined by the Decease of the said *Maria Hudson*, who departed this Life on the Nineteenth Day of *August* One thousand eight hundred and thirty-five, by reason whereof the said Term hath ceased, and subject also to a Proviso in the said Indenture of Release contained for Redemption of the said Hereditaments, upon Payment by the said *William Robert Phillimore*, his Heirs, Executors, Administrators, or Assigns, unto the said *Jonathan Kendal* and *William Phillimore*, their Executors, Administrators, or Assigns, of the Sum of Five thousand four hundred Pounds, with Interest thereon after the Rate and at the Times therein mentioned; and in the said Indenture of Release there is contained a Proviso whereby it was declared that in case either of them the said *Jonathan Kendal* and *William Phillimore* should depart this Life, it should be lawful for the Survivor of them, his Executors or Administrators, to receive the said Principal Sum and Interest, and that his or their Receipt should be an effectual Discharge for the Monies paid to him or them: And whereas the said *William Robert Phillimore* duly made and published his last Will and Testament in Writing, bearing Date on or about the Ninth Day of *May* One thousand eight hundred and twenty-eight, duly executed and attested as by Law was required for passing Freehold Estates of Inheritance by Devise, whereby he gave and devised all his Freehold Messuages, Lands, and other Hereditaments situate in the Parish of *Saint Mary Abbotts*, *Kensington*, aforesaid, with the Appurtenances, unto the said *William Phillimore* and *Thomas Clarke* of *Saddlers Hall, London*, Gentlemen, their Heirs and Assigns, to the Use of *Henry Purnell Hicks* of *Gloucester Place* in the County of *Middlesex*, Esquire, and *Joseph Phillimore* of *Doctors Commons, London*, Doctor of Laws, their Executors, Administrators, and Assigns, for the Term of Two hundred Years, to be computed from the Day of his the Testator's Decease, without Impeachment of Waste, upon the Trusts therein expressed and herein-after mentioned concerning the same; and from and after the Expiration or other sooner Determination of the same Term, and in the meantime subject thereto and to the Trusts thereof, to the Use of his youngest Son *Charles Phillimore* and his Assigns, during his natural Life, without Impeachment of or for any Manner of Waste;

Will of W. R. Phillimore, dated 9th May 1828.

and

and from and after the Determination of that Estate by Forfeiture or otherwise in the Lifetime of his said Son, to the Use of the said *William Phillimore* and *Thomas Clarke*, their Heirs and Assigns, during the Life of his said Son *Charles Phillimore*, upon trust to support the contingent Uses, with Remainder to the Use of the First Son of the Body of his said Son lawfully to be begotten, in Tail General, with Remainder to the Use of the Second and every other Son of the Body of his said Son *Charles Phillimore* successively, in Tail General, with Remainder to the Use of all and every the Daughter and Daughters of his said Son *Charles Phillimore*, as Tenants in Common in Tail General, with Cross Remainders in Tail between and amongst the said Daughters respectively, with Remainder to the Use of his the Testator's Daughters *Sarah Frances Phillimore*, therein called *Sarah Phillimore*, and *Marianne Barne Hicks*, the Wife of the said *Henry Purnell Hicks*, their Heirs and Assigns for ever, as Tenants in Common; and the said Testator did thereby declare that the said *Henry Purnell Hicks* and *Joseph Phillimore*, their Executors, Administrators, and Assigns, should stand and be possessed of the Messuages, Lands, and Hereditaments therein-before limited in Use to them for the said Term of Two hundred Years, upon trust, in the first place, with or out of the Rents and Profits thereof, or by the Ways and Means therein mentioned, to levy and raise such Sum and Sums of Money as should be sufficient, in the first place, to pay unto his Wife *Sarah Henley Phillimore* the annual Sum of Thirty Pounds, in order, with the Interest of the said Sum of Five thousand four hundred Pounds then charged upon the said Estate, to make up to her the full Sum of Three hundred Pounds *per Annum*, and then to pay and satisfy all his just Debts, of whatsoever Denomination, including Debts on Mortgage, Bond, or otherwise, together with the Interest of such of the aforesaid Debts as might carry Interest, and also all such pecuniary Legacy or Legacies or Annuities as the said Testator might bequeath by any Codicil or Codicils to his Will, and to pay and apply the same Money in discharge of such Debts, Mortgages, and Legacy or Legacies or Annuities accordingly, in exoneration and discharge of his Personal Estate and every Part thereof, and which the said Testator did thereby declare should be wholly exempt from the Payment of any of his said Debts on Mortgage or otherwise, and Legacies or Annuities, and upon further trust to levy and raise, within the Space of Twelve Calendar Months next after his Decease, the Sum of Ten thousand Pounds, with Interest for the same at Five Pounds *per Centum per Annum* from the Day of his Decease, and upon trust to pay the Sum of Five thousand Pounds, Part of the said Ten thousand Pounds, and the Interest thereof, unto his said Daughter *Sarah Frances Phillimore*, for her own absolute Use and Benefit, and upon further Trust to lay out and invest the remaining Five thousand Pounds in the Names

of the said *William Phillimore* and *Thomas Clarke*, and of his the said Testator's Son *William Robert Phillimore*, or of the Survivor of them, in some or One of the Government Stocks, Funds, or Securities, in trust during the joint Lives of his the said Testator's Daughter *Marianne Barne Hicks* and *Henry Purnell Hicks* Esquire, the then Husband of his said Daughter, to pay the Interest of the said Five thousand Pounds until the same should be raised, and the Dividends, Interest, and annual Proceeds of the Stocks, Funds, or Securities in which the same should be invested, unto such Person or Persons and for such Intents and Purposes as the said *Marianne Barne Hicks*, by any Writing or Writings to be signed by her Hand, should, notwithstanding her then or any future Coverture, from Time to Time, when and as the same should become due, but not by way of Assignment, Charge, or other Anticipation thereof, direct or appoint, and until and in default of such Direction or Appointment into her own proper Hands, for her own sole and separate Use and Benefit, independent of and free from the Debts, Control, or Interference of her present or any future Husband, and upon further trust from and after the Decease of either of them the said *Marianne Barne Hicks* and *Henry Purnell Hicks* to pay or transfer the said Five thousand Pounds, or the Stocks, Funds, and Securities in which the same should have been invested, unto the Survivor of them, for her or his own absolute Use and Benefit; and the said Testator did thereby declare his Will to be, that it should be lawful for the said *Henry Purnell Hicks* and *Joseph Phillimore*, their Executors, Administrators, and Assigns, to sign and give Acquittances and Discharges to any Purchaser, Mortgagee, or other Person or Persons for his, her, or their Purchase or Mortgage Money, or any other Money to be raised and paid under the Trusts aforesaid, and that such Purchaser or Mortgagee, or other Person or Persons, should not be answerable or accountable for any Loss, Misapplication, or Nonapplication, or be bound to see to the Application of the Money for which such Receipt or Receipts should be given; and the said Testator did thereby declare that from and immediately after the Trusts therein-before expressed of and concerning the said Term of Two hundred Years should in all respects be fully performed or otherwise satisfied or discharged, or should become incapable of taking effect, and the said *Henry Purnell Hicks* and *Joseph Phillimore*, and their Heirs, Executors, Administrators, and Assigns, and every of them respectively, should be fully reimbursed and satisfied all Costs, Charges, and Expenses to be occasioned by or relating to the Trusts thereby in them reposed, the said Term should, as to such of the Messuages, Lands, and other Premises comprised therein as should not have been sold or mortgaged for the Purposes aforesaid, absolutely cease and determine, and as to such of the same Premises as should have been so mortgaged should, subject to such Mortgage,

wait

wait upon and attend the Reversion and Inheritance of the Premises so mortgaged; and the said Testator did thereby declare that it should be lawful for his said Son *Charles Phillimore* during his Life, and also to and for the said *William Phillimore* and *Thomas Clarke*, and the Survivor of them, their and his Heirs and Assigns, from Time to Time, and at all Times during the Minority of any Child or Children of his said Son who by virtue of any of the Limitations or Devises aforesaid should be entitled to any Estate of Inheritance of or in his said Messuages, Lands, and other Hereditaments at *Kensington*, by any Indenture or Indentures to demise or lease all or any Part or Parts of such Messuages, Lands, and other Hereditaments to any Person or Persons, for any Term not exceeding Twenty-one Years, unless for the Purpose of building, and then not exceeding Ninety-nine Years, to take effect in possession and not in reversion, so as there were reserved on every such Demise or Lease the best or most improved yearly Rent or Rents, to be incident to the immediate Reversion of the Hereditaments so to be demised, that could be reasonably gotten for the same, without taking any Fine, Premium, or Foregift for the making thereof, and so as there should be contained therein a Condition of Re-entry on Nonpayment of the Rent or Rents thereby to be respectively reserved by the Space of Twenty-one Days next after the same should become due and payable, and so as the Lessee or Lessees should execute a Counterpart thereof respectively, and should thereby covenant for the due Payment of the Rent or Rents thereby to be respectively reserved, and were not thereby dispunishable for Waste or exempted from Punishment for committing Waste; and the said Testator did thereby declare that the Uses therein-before declared of and concerning his said Estate at *Kensington* in favour of his Son *Charles Phillimore* were upon condition that he should, when thereto required, release the said Testator's Settled Estates from his Share or Interest of or in the Money by his the said Testator's Marriage Settlement directed to be raised for the Portions of his younger Children, but which Direction was revoked by the Codicil herein-after mentioned; and the said Testator did thereby appoint the said *William Phillimore*, *Thomas Clarke*, and *Henry Purnell Hicks* Executors of his said Will: And whereas the said Testator duly made and published Three Codicils to his said Will, the First of which had no Relation to his Real Estate; and by the Second of which, bearing Date the Twelfth Day of *February* One thousand eight hundred and twenty-nine, he revoked the Proviso and Condition imposed by his said Will upon his Son the said *Charles Phillimore* with respect to his Share in the said Portion Money, and by the Third of which Codicils, bearing Date the Sixteenth Day of *March* One thousand eight hundred and twenty-nine, he appointed his Son *William Robert Phillimore* to be an Executor of his said Will with the said *William Phillimore*, *Thomas Clarke*, and *Henry*

Codicils to Will, dated 12th Feb. 1829 and 16th March 1829.

Henry Purnell Hicks: And whereas the said Testator *William Robert Phillimore* departed this Life on or about the Second Day of *May* One thousand eight hundred and twenty-nine, without having altered or revoked his said Will, except by the said Codicils, and without having altered or revoked the said Codicils, and the said Will and Codicils were respectively duly proved by the said *William Phillimore*, *Thomas Clarke*, *Henry Purnell Hicks*, and *William Robert Phillimore* the Son, on the Twentieth Day of the same Month, in the Prerogative Court of *Canterbury*: And whereas the said *Thomas Clarke* departed this life on or about the First Day of *July* One thousand eight hundred and thirty-seven, leaving the said *William Phillimore* his Co-trustee under the said Will and Codicil of the said Testator *William Robert Phillimore* him surviving: And whereas the said *Marianne Barne Hicks* departed this Life about the Seventh Day of *December* One thousand eight hundred and forty-seven, in the Lifetime of her Husband the said *Henry Purnell Hicks*, and without having had any Issue by him, except One Child, which survived its Birth a few Days only, and she left *William Brough Phillimore* Esquire, the only Son of her eldest Brother the said *William Robert Phillimore* the Son, deceased, her Nephew and Heir-at-Law: And whereas by an Indenture bearing Date the Thirtieth Day of *May* One thousand eight hundred and forty-eight, and made between the said *Henry Purnell Hicks* of the First Part, the said *Charles Phillimore* of the Second Part, the said *Henry Purnell Hicks* and *Joseph Phillimore* of the Third Part, the said *William Phillimore* of the Fourth Part, and *Anna Phillimore* of *Brighton* in the County of *Sussex*, Widow, of the Fifth Part, reciting the said Will and Codicils, and Death of the said Testator *William Robert Phillimore*, and the Deaths of the said *Thomas Clarke*, and *William Robert Phillimore*, the Son of the said Testator, and that no Part of the said Sum of Ten thousand Pounds had been raised under the Trusts of the Term of Two hundred Years created by the said Will, but the said *Charles Phillimore*, as the Tenant for Life of the Messuages and Hereditaments therein comprised, had paid to the said *Marianne Barne Hicks*, down to the Time of her Decease therein-after mentioned, Interest at the Rate of Five Pounds *per Centum per Annum* upon the said Sum of Five thousand Pounds, Part thereof, the annual Income whereof was directed to be paid to her during the joint Lives of herself and the said *Henry Purnell Hicks*, and reciting the Death of the said *Marianne Barne Hicks*, and also reciting that the said *Charles Phillimore* had never been married, and that all Interest in respect of the said Sum of Five thousand Pounds from the Decease of the said *Marianne Barne Hicks* had been paid by the said *Charles Phillimore* to the said *Henry Purnell Hicks* to the Day of the Date of the now-reciting Indenture, and that the said *Henry Purnell Hicks* having required Payment of the said Sum of Five thousand Pounds, the said *Anna Phillimore*, at

Indenture dated 30th May, 1848.

the

the Request of the said *Charles Phillimore*, had agreed to advance the same, upon having an Assignment made to her by the said *Henry Purnell Hicks* of the said Sum and the Interest to grow due in respect of the same, and by a Demise by the said *Henry Purnell Hicks* and *Joseph Phillimore* of One Moiety of the Messuages, Hereditaments, and Premises devised by the said Will for a Term of One hundred Years, to be computed from the Date thereof, in manner therein-after expressed, and that the said *Henry Purnell Hicks* had out of his own Monies paid and satisfied the Legacy Duty payable in respect of the said Sum of Five thousand Pounds, and that the said *Henry Purnell Hicks*, in consideration of the Payment to him of the said Sum of Five thousand Pounds, agreed to execute such Assignment as is herein-after on his Part contained, and he and the said *Joseph Phillimore* had, at the Request of the said *Charles Phillimore*, agreed to make such Demise of One Moiety of the said Messuages, Hereditaments, and Premises, for the said Term of One hundred Years, as is therein-after on their Parts contained, it was witnessed, that in pursuance of the said Agreement, and for the Considerations aforesaid, the said *Henry Purnell Hicks*, at the Request and by the Direction of the said *Charles Phillimore*, and with the Privity and Approbation as well of the said *Joseph Phillimore* as of the said *William Phillimore*, testified as therein mentioned, did assign, transfer, and set over unto the said *Anna Phillimore*, her Executors, Administrators, and Assigns, all that the said Sum of Five thousand Pounds to which he the said *Henry Purnell Hicks* had, under the therein-before recited Will of the said *William Robert Phillimore*, and by reason of the Decease of the said *Marianne Barne Hicks*, become entitled, and by the said Will directed to be raised under the Trusts of the said Term of Two hundred Years thereby created, and all Interest thenceforth to become due in respect of the said Sum of Five thousand Pounds, to have, hold, receive, and take the said Sum of Five thousand Pounds, Interest, and other the Premises thereby assigned or intended so to be, unto and by the said *Anna Phillimore*, her Executors, Administrators, and Assigns, for her and their absolute Benefit, and to the Intent that the same Sum might be kept on foot as a subsisting Charge on the Messuages, Hereditaments, and Premises devised by the said Will for the Benefit of the said *Anna Phillimore*, her Executors, Administrators, and Assigns; and it was also witnessed, that in further pursuance of the said Agreement, and for the Consideration aforesaid, they the said *Henry Purnell Hicks* and *Joseph Phillimore*, at the Request and by the Direction as well of the said *Charles Phillimore* as of the said *William Phillimore*, testified as aforesaid, did by the Indenture now in recital grant, bargain, sell, and demise unto the said *Anna Phillimore*, her Executors, Administrators, and Assigns, One equal undivided Moiety or Half Part, the whole into Two equal Parts being considered as divided, of and in

all those the Messuages or Tenements, Hereditaments, and all and singular other the Premises which by the therein-before recited Will of the said Testator *William Robert Phillimore* were limited to the Use of the said *Henry Purnell Hicks* and *Joseph Phillimore*, their Executors, Administrators, and Assigns, for the said Term of Two hundred Years, for raising the said Sum of Ten thousand Pounds and the Interest thereof, or intended so to be, with their Appurtenances, to hold the said Moiety and other the Premises therein-before granted and demised, or intended so to be, with the Appurtenances, unto the said *Anna Phillimore*, her Executors, Administrators, and Assigns, for and during the Term of One hundred Years, to commence and be computed from the Day next before the Day of the Date of the Indenture now in recital, and fully to be complete and ended, subject nevertheless to the Proviso for Cesser of the said Term therein-after contained, on Payment by the said *Charles Phillimore*, or other the Persons or Person for the Time being seised of or entitled to the said Hereditaments and Premises devised by the said *William Robert Phillimore* under the Limitations therein contained, unto the said *Anna Phillimore*, her Executors, Administrators, or Assigns, of the said Sum of Five thousand Pounds, with Interest for the same after the Rate and on the Days and in manner therein mentioned: And whereas the said *Joseph Phillimore* departed this Life on the Twenty-fourth Day of *January* One thousand eight hundred and fifty-five:

Articles of Agreement dated 4th April 1855.

And whereas Articles of Agreement were on the Fourth Day of *April* One thousand eight hundred and fifty-five made and entered into between the said *Charles Phillimore* and *Joseph Gordon Davis* in the Words or to the Effect following; (that is to say,) Articles of Agreement indented, made, and entered into on the Fourth Day of *April* in the Year of our Lord One thousand eight hundred and fifty-five, between *Charles Phillimore* of *Connaught Square* in the County of *Middlesex*, Esquire, of the one Part, and *Joseph Gordon Davis* of *Hugh Street*, *Pimlico*, in the said County of *Middlesex*, Builder, of the other Part; whereas the said *Joseph Gordon Davis* did lately propose to the said *Charles Phillimore* to take and rent of him the said *Charles Phillimore* the Piece or Parcel of Land or Ground hereinafter particularly mentioned and agreed to be demised, for the Purpose of erecting Messuages and Buildings on Parts thereof, and laying other Parts thereof into Roads or Ways, and other Parts thereof into Gardens, to be used and occupied with the same Messuages, upon the Terms and agreeably to the Stipulations herein-after expressed, contained, or referred to; now these Presents witness, that the said *Charles Phillimore*, by virtue of the Power enabling him in this Behalf contained in the last Will and Testament of *William Robert Phillimore*, late of *Kendals* in the County of *Herts*, Esquire, deceased, bearing Date on or about the Ninth Day of *May* One thousand eight hundred and twenty-eight, and by virtue of all other Powers and Authorities him

him the said *Charles Phillimore* thereunto enabling, doth hereby contract and agree with the said *Joseph Gordon Davis* to let to him the said *Joseph Gordon Davis*, his Executors, Administrators, and Assigns, and the said *Joseph Gordon Davis*, for himself, his Heirs, Executors, and Administrators, doth hereby contract and agree with the said *Charles Phillimore* to take and rent, all that Piece or Parcel of Land or Ground situate, lying, and being in the Parish of *Saint Mary Abbotts*, *Kensington*, in the said County of *Middlesex*, abutting North-east on *Campden Hill Road*, North on the *Duchess of Bedford's Walk*, West on *Lord Holland's Road*, and South-east partly on *Upper Phillimore Mews* and partly on *Lower Phillimore Mews*, and containing by Admeasurement Twenty-one Acres, little more or less, which said Piece or Parcel of Land, with the Abuttals and Boundaries thereof, is more particularly delineated and described in the Map drawn on the Skin annexed to these Presents, and therein coloured Green, to hold the same, with the Appurtenances, unto the said *Joseph Gordon Davis*, his Executors, Administrators, and Assigns, for and during the Term of Ninety-nine Years, to be computed from the Twenty-fifth Day of *March* One thousand eight hundred and fifty-five, at the yearly Rent of Four hundred Pounds for the First Year of the said Term, the yearly Rent of Six hundred Pounds for the Second Year of the said Term, the yearly Rent of Eight hundred Pounds for the Third Year of the said Term, the yearly Rent of One thousand Pounds for the Fourth Year of the said Term, the yearly Rent of One thousand two hundred Pounds for the Fifth Year of the said Term, the yearly Rent of One thousand four hundred Pounds for the Sixth Year of the said Term, and the yearly Rent of One thousand four hundred Pounds for each and every then succeeding Year of the said Term, the said several Rents to be incident to the immediate Reversion of the said Hereditaments hereby agreed to be demised, and to be paid by equal quarterly Payments on the usual Feast Days or Days for Payment of Rent in each Year of the said Term, free from all Deductions whatsoever, except Property Tax and the Land Tax (which has been redeemed), the First Payment of the said Rent of Four hundred Pounds to be made on the Twenty-fourth Day of *June* One thousand eight hundred and fifty-five; and the said *Joseph Gordon Davis* doth hereby for himself, his Executors, Administrators, and Assigns, covenant, promise, and agree to and with the said *Charles Phillimore*, his Heirs and Assigns, and the Person or Persons for the Time being entitled to the Reversion immediately expectant on the Determination of the Term hereby agreed to be granted under or by virtue of the said Will of the said *William Robert Phillimore* deceased, that he the said *Joseph Gordon Davis*, his Executors, Administrators, or Assigns, shall and will, at his or their proper Costs and Charges, under the Inspection and to the Satisfaction of the Surveyor for the Time being of the said *Charles Phillimore*, his

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Heirs or Assigns, or the Person or Persons for the Time being entitled as aforesaid, and according to a Plan also drawn on the said Skin annexed to these Presents, and Three Elevations hereunto annexed, and also according to a general Specification of the same, already approved and signed by the Surveyor of the said *Charles Phillimore*, commence, erect, build, and completely finish, fit for Habitation and Use, of good, proper, and new Materials of all Sorts, in a substantial and workmanlike Manner, not less than Three hundred and seventy-five Dwelling Houses, as herein-after particularly mentioned, in conformity with the Rules of the Act of Parliament in force for the Time being for regulating the Construction and the Use of Buildings in the Metropolis and its Neighbourhood, together with all such Walls, Fences, Erections, Buildings, Outhouses, Drains, and other Conveniences as shall be necessary and proper to be used with and for rendering each of the said Dwelling Houses in all respects fit for Habitation and Use, upon the said Piece or Parcel of Land hereby agreed to be demised as aforesaid, in the Proportions and at the Times following; that is to say, upon such Portions of the said Piece or Parcel of Land hereby agreed to be demised as are distinguished on the said Plan by the Letter A. and the Colour Lake, not less than Seventy-five Houses, of the Description shown in the Elevation likewise marked A., each of such Houses to have a Frontage of not less than Nineteen Feet, and to be either of the Second or Third Rate of the Dwelling House Class according to the Building Act; upon such Portions of the said Piece or Parcel of Land hereby agreed to be demised as are distinguished upon the said Plan by the Letter B. and the Colour Blue, not less than One hundred Houses, of the Description shown in the Elevation likewise marked B., each of such Houses to have an average Frontage of not less than Eighteen Feet, and to be of the Third Rate of the Dwelling House Class according to the Building Act; and upon such Portions of the said Piece or Parcel of Land hereby agreed to be demised as are distinguished upon the said Plan by the Letter C. and the Colour Brown, not less than Two hundred Houses, of the Description shown in the Elevation likewise marked C., each of such Houses to have an average Frontage of not less than Seventeen Feet, and to be of the Fourth Rate of the Dwelling House Class according to the Building Act; and also that he the said *Joseph Gordon Davis*, his Executors, Administrators, or Assigns, shall erect, build, and cover in the said Three hundred and seventy-five Houses herein-before agreed to be built within the Period of Twelve Years, to be computed from the said Twenty-fifth Day of *March* One thousand eight hundred and fifty-five, and shall erect and build and cover in not less than Twenty-five of such Houses before the Expiration of the first Two Years, commencing and to be computed from the said Twenty-fifth Day of *March* One thousand eight hundred and fifty-five, and shall and will in every succeeding Year after the said

said first Two Years erect and build not less than Thirty-five Houses, until the said entire Number of Three hundred and seventy-five Houses shall have been erected, built, and covered in; provided nevertheless, that if a greater Number of such Houses shall be erected in any Year or Years than the said *Joseph Gordon Davis* hereby agrees to erect and build, he the said *Joseph Gordon Davis*, his Executors, Administrators, or Assigns, shall have Credit for such Excess in any succeeding Year or Years, in case he or they shall think fit to claim the same; provided always, and it is hereby agreed between the Parties hereto, that in case the said Three hundred and seventy-five Messuages herein-before agreed to be built shall not occupy the whole Frontages of the said Portions of Ground lettered respectively A, B, and C on the said Plan, the said *Joseph Gordon Davis*, his Executors, Administrators, or Assigns, shall be at liberty to erect as many more Messuages as will cover such remaining Portions of the said Frontages, such Messuages to be of the same Class respectively as are herein-before stipulated to be erected on the said several Portions of Ground lettered respectively A, B. and C; provided further, and it is agreed between the Parties hereto, that, in addition to the Messuages herein-before agreed to be erected and those herein-before authorized to be erected by the said *Joseph Gordon Davis*, his Executors, Administrators, or Assigns, he and they shall be at liberty to erect and build on the Portions of the said Piece or Parcel of Ground hereby agreed to be demised distinguished on the said Plan by the Letter D and the Colour Yellow Six Messuages to be used as Shops, One Messuage to be used as a Public House, and, at his or their Option, such a Number of Messuages or Stables and Coach-houses as will occupy the remaining Frontage of such Portions marked D abutting upon *Phillimore Mews*; and the said *Joseph Gordon Davis* doth hereby for himself, his Executors, Administrators, and Assigns, further covenant, promise, and agree to and with the said *Charles Phillimore*, his Heirs or Assigns, and to and with the Person or Persons for the Time being entitled as aforesaid, that he the said *Joseph Gordon Davis*, his Executors, Administrators, and Assigns, shall and will, at his and their own proper Costs and Charges, in a substantial and workmanlike Manner, to the Satisfaction of the Surveyor for the Time being of the said *Charles Phillimore*, his Heirs and Assigns, or the Person or Persons for the Time being entitled as aforesaid, construct Barrel or Glazed Earthenware Pipe Drains from each of the said Houses into the Main Sewer intended to be made as herein-after mentioned, and shall and will, at the like Costs and Charges, construct upon the Land hereby agreed to be demised the several Carriage Roads and a Footpath at each Side thereof of the Width respectively detailed in the said Specification, the same Roads to be formed of Dusthill Pickings, Brick Rubbish, or burnt Clay, Ten Inches thick in the Middle and

Six Inches at the Sides, and with clean screened Gravel on the same, Ten Inches thick, formed and laid even on every Part, and the Footpaths to be formed with fine Gravel until paved, as provided for in the said Specification; and shall and will, at the like Costs and Charges, in a workmanlike and substantial Manner, construct a Main Sewer underneath each of the said several Roads, in such Manner and with such Fall and Outlet as shall be satisfactory to the Commissioners of Sewers for the Time being, and also to the Satisfaction of the Surveyor for the Time being of the said *Charles Phillimore*, his Heirs and Assigns, or the Person or Persons for the Time being entitled as aforesaid, and shall also, at the like Costs and Charges, provide all necessary Drainage from the said Roads and Footpaths, and shall complete the said Roads, Footpaths, and Sewers within the Period of Seven Years from the Date hereof, or as soon as shall be requisite for the necessary Use of the Houses which from Time to Time shall have been completed fit for Habitation and Use, and abut upon the said Roads, and also shall and will repair, and maintain and keep in repair, at his or their own proper Costs and Charges, all the Carriage Roads, Footpaths, Sewers, and Drains on every Part of the said Lands herein-before agreed to be demised as aforesaid, until taken charge of by the Parish or some public Body; and that the said *Joseph Gordon Davis*, his Executors, Administrators, and Assigns, or his or their Nominee or Nominees, shall and will accept and take a Lease or Leases of the said Piece or Parcel of Land or Ground by these Presents agreed to be demised, with the Dwelling Houses, Erections, and Buildings to be thereupon erected and built as aforesaid, under the Terms and Conditions in these Presents mentioned, and execute a Counterpart of each such Lease, and pay the Costs of each such Lease and Counterpart, and of these Presents; and the said *Charles Phillimore*, for himself, his Heirs, Executors, and Administrators, and for the Person or Persons for the Time being entitled as aforesaid, doth hereby covenant, promise, and agree with and to the said *Joseph Gordon Davis*, his Executors, Administrators, and Assigns, that he the said *Charles Phillimore*, or the Person or Persons for the Time being entitled as aforesaid, shall and will from Time to Time, within One Calendar Month after either or any of the said Houses and Buildings herein-before covenanted to be erected and built, and herein-before authorized to be erected and built, shall respectively be built and covered in, and the Inclosure of the Ground to be held therewith respectively made, and the Fence Walls thereof built up to the Satisfaction of the said Surveyor for the Time being, by good and sufficient Indentures of Lease, to be prepared by the Solicitor of the said *Charles Phillimore*, his Heirs or Assigns, or other the Person or Persons for the Time being entitled as aforesaid, and at the Request, Costs, and Charges of the said *Joseph Gordon Davis*, his Executors,

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Administrators, or Assigns, demise and lease, or cause to be demised and leased, unto the said *Joseph Gordon Davis*, his Executors, Administrators, and Assigns, or unto such Person or Persons and in such Parts and Proportions as he or they shall for that Purpose nominate and appoint, so much and such Part or Parts of the said Piece or Parcel of Ground hereby agreed to be demised as shall have been enclosed as aforesaid, and the House or Houses, Erections and Buildings thereupon erected and built, with the Appurtenances thereto or to be held therewith, for all the then Residue of the aforesaid Term of Ninety-nine Years hereby agreed to be granted; provided that every such Lease shall be under and subject to such a fair and reasonable Part and Proportion of the said ultimate yearly Rent hereinbefore agreed to be paid for the Piece or Parcel of Land or Ground hereby agreed to be demised as shall by the said *Joseph Gordon Davis*, his Executors, Administrators, or Assigns, be proposed, and be approved of by the said *Charles Phillimore*, his Heirs or Assigns, or the Person or Persons for the Time being entitled as aforesaid, or his or their Surveyor; provided also, that the yearly Rent so to be reserved in and upon any such Lease last aforesaid shall be made payable quarterly, free from all Deductions whatsoever, except as aforesaid, and shall in no Case exceed One Sixth of the clear yearly Rackrent or Value of the Land and Buildings out of which the same Rent shall issue and be payable, computing such Rackrent or Value according to the Value at which such Building or Buildings would let when finished fit for Habitation; provided also, that in no Case the yearly Rent to be reserved by any such last mentioned Lease shall be less than One Pound; and it is hereby further agreed and declared between and by the said Parties hereto, that in every such Lease shall be contained Covenants on the Part of the said *Joseph Gordon Davis*, his Executors, Administrators, and Assigns, or of his or their Nominee or Nominees, his, her, or their Executors, Administrators, and Assigns, for the due Payment of the Rent or Rents thereby reserved, and other Covenants similar to those contained in the Draft Form of Lease signed by the said Parties hereto at the Time of executing these Presents, with such Variations therein as the Circumstances of the Case may require, and also a Condition of Re-entry on Nonpayment of the Rent or Rents thereby reserved by the Space of Twenty-one Days next after the same shall become due and payable; provided nevertheless, that in the Leases to be granted of the Ground abutting upon *Phillimore Mews* aforesaid the Lessee or Lessees to be therein named shall not be prohibited from carrying on any Trade or Business, it being the Intent and Meaning of the Parties hereto that the said *Joseph Gordon Davis*, his Executors, Administrators, and Assigns, shall be at liberty to build Shops abutting upon the said Mews, and also a Public House upon such Part of the Ground abutting upon the said Mews as he or they shall think proper; and it is hereby further agreed and declared by and between

between the said Parties hereto, that in every Lease to be granted in pursuance of these Presents which may comprise more than One Messuage a several Rent shall be reserved for each Messuage respectively, and the Covenants and Provisoes for Re-entry shall be so framed as to relate to each such Messuage alone, and distinct from the other or others, so and in such Manner as that any Re-entry for Nonpayment of Rent or Nonperformance of Covenants shall take effect only with respect to the Messuage or Messuages, as the Case may be, as to or in respect of which such Nonpayment of Rent or Breach of Covenant shall occur or may take place, but that not more than Three Messuages shall be included in any One Lease so to be granted as aforesaid; and it is hereby further agreed and declared, that when and as often as any Lease or Leases shall be executed, in pursuance of these Presents, the Messuage or Messuages and Premises so for the Time being leased as aforesaid shall be discharged from this Agreement, and every Clause, Matter, and Thing herein contained, to all Intents and Purposes whatsoever; and it is hereby further agreed and declared by and between the Parties hereto, that, for the Purpose of more conveniently erecting and building the Messuages hereby agreed to be erected and built, it shall be lawful for the said *Joseph Gordon Davis*, his Executors, Administrators, and Assigns, to erect temporary Workshops and a Steam Engine upon any Part or Parts of the said Piece of Land or Ground hereby agreed to be demised, for the Time being remaining unleased; and it is hereby further covenanted and agreed by and between the Parties hereto, that in case the said Dwelling Houses or any of them, with the Appurtenances, hereby covenanted to be built and covered in, are not built and covered in within Twelve Calendar Months after the Time or Times herein-before specified for the building and covering in of the same, it shall be lawful for the said *Charles Phillimore*, his Heirs or Assigns, or other the Person or Persons for the Time being entitled as aforesaid, into and upon such Part or Parts of the said Piece or Parcel of Land hereby agreed to be demised of which no Lease or Leases shall have been then previously made or granted, or in respect of which the said *Joseph Gordon Davis*, his Executors, Administrators, or Assigns, shall not be then entitled to a Lease or Leases, pursuant to the Covenants and Agreements in that Behalf herein-before contained, to re-enter and re-possess and re-enjoy the same as if the said *Joseph Gordon Davis* had never been let into possession thereof; and it is further agreed between the Parties, that the said *Charles Phillimore* shall produce his Title to grant the Lease and Leases hereby agreed to be granted, and furnish an Abstract thereof, such Production and Abstract to be at the Costs of the said *Joseph Gordon Davis*, but the said *Joseph Gordon Davis* shall not be deemed to waive the Production of such Title and furnishing such Abstract by taking immediate Possession of the said Ground or any Part thereof; provided, lastly, that nothing in

in these Presents contained, or to be contained in any Lease or Leases to be granted in pursuance hereof, shall make the said *Joseph Gordon Davis*, his Executors, Administrators, or Assigns, or his or their Nominee or Nominees, dispunishable for Waste, or exempted from Punishment for committing Waste: And whereas the Draft Form of Lease set forth in the First Schedule to this Act is the Form of Lease referred to in the herein-before recited Articles of Agreement, and is in conformity with the Requisitions of the Power of Leasing contained in the said Will of the said Testator *William Robert Phillimore*: And whereas the Land comprised and described in the herein-before mentioned Articles of Agreement, and thereby agreed to be leased, constitutes Part of the Land devised by the herein-before recited Will of the said *William Robert Phillimore* to the Uses herein-before mentioned: And whereas the Rents reserved by the said Articles of Agreement were the best and most improved yearly Rents that could be reasonably gotten for the Lands comprised therein: And whereas the said *Jonathan Kendal* departed this Life on or about the Fifth Day of *May* One thousand eight hundred and forty-nine, leaving the said *William Phillimore* him surviving: And whereas *Sarah Henley Phillimore*, the Widow of the Testator *William Robert Phillimore*, departed this Life on the Twenty-first Day of *January* One thousand eight hundred and fifty: And whereas by an Indenture bearing Date on or about the Twenty-third Day of *August* One thousand eight hundred and fifty-five, and made between the said *William Phillimore* of the First Part, the said *Charles Phillimore* of the Second Part, and *Giles Clarke* Gentleman of the Third Part, after reciting the herein-before recited Indentures of the Fifteenth and Sixteenth Days of *March* One thousand eight hundred and twenty-seven, and the Will and Codicils of the said Testator *William Robert Phillimore*, and that the said *William Robert Phillimore*, having been seised of the Equity of Redemption in Fee Simple only of such of the Hereditaments devised by his said Will as were comprised in the herein-before recited Indenture of Mortgage, the Power of Leasing contained in the said Will was incapable of being exercised with legal Effect; and inasmuch as the Exercise of the said Leasing Power would greatly benefit the said Testator's Estate, the said *William Phillimore*, in whom, as surviving Mortgagee under the herein-before recited Indenture, the legal Estate in the said Messuages or Tenements, Pieces or Parcels of Land and Hereditaments, was then vested, had, at the Request of the said *Charles Phillimore*, with a view of giving Effect to the said Power of Leasing, agreed to convey the said Messuages or Tenements, Pieces or Parcels of Land and Hereditaments, to the Uses therein-after expressed, it was by the Indenture now in recital witnessed, that the said *William Phillimore* did grant, bargain, sell, alien, release, and confirm unto the said *Giles Clarke* and his Heirs all those the Messuages or Tenements, Pieces or Parcels of Land,

Indenture dated 23d August 1855.

Hereditaments, and all and singular other the Premises therein-before described, and comprised in the herein-before recited Indentures of the Fifteenth and Sixteenth Days of *March* One thousand eight hundred and twenty-seven, and thereby conveyed and assured unto and to the Use of the said *Jonathan Kendal* and *William Phillimore*, and their Heirs, by way of Mortgage, and then vested in the said *William Phillimore* by Survivorship as aforesaid, and which said Messuages or Tenements, Pieces or Parcels of Land, Hereditaments, and Premises, were so devised by the said recited Will of the said *William Robert Phillimore* to the Uses therein expressed, with their Appurtenances, to hold the same to the Uses following, (that is to say,) to the Use of such Person or Persons, his, her, or their Executors, Administrators, and Assigns, for such Term or Terms of Years, and under and subject to such Rents, Reservations, Covenants, Conditions, Provisoes, and Agreements, as the Person or Persons in whom the Power of Leasing for the Term of Ninety-nine Years created by the herein-before recited Will of the said *William Robert Phillimore* then was or should or might from Time to Time thereafter be vested should from Time to Time grant or create, in pursuance and exercise of the same Power, in such and the same Manner as if the said Testator had at the Time of the Execution of his said Will been seised to him and his Heirs of the Hereditaments thereby conveyed, and subject to such Term and Terms for Years as should be so granted or created in pursuance of the said Power, and the Confirmation thereof, thereby made, to the Use of the said *William Phillimore*, his Heirs and Assigns for ever, in restoration of his Estate as such surviving Mortgagee under the herein-before recited Indenture of the Sixteenth Day of *March* One thousand eight hundred and twenty-seven, subject to the Equity of Redemption then subsisting therein by virtue of the same Indenture, upon Payment to him, his Executors, Administrators, and Assigns, of the Principal Monies and Interest due and owing by virtue of the same Indenture: And whereas by Articles of Agreement bearing date the Twenty-sixth Day of *December* One thousand eight hundred and fifty-six, and made between the said *Charles Phillimore* of the First Part, the said *Sarah Frances Phillimore* and the said *William Brough Phillimore* of the Second Part, and the said *Joseph Gordon Davis* of the Third Part, after reciting that in pursuance of the Provisions of a certain Sub-contract entered into between the said *Joseph Gordon Davis* of the one Part, and *James Jordan* the younger, Builder, of the other Part, the said *Charles Phillimore* had, by the Direction of the said *Joseph Gordon Davis*, in exercise of the Power to him given by the Will of the said Testator *William Robert Phillimore*, granted Ten several Leases (and which Leases constitute the first Ten Leases mentioned and specified in the Second Schedule to this Act) of Ten Messuages which had been erected by him upon certain Parts of the Ground agreed to be leased to the said *Joseph Gordon Davis*,

Articles of Agreement, dated 26th Dec. 1856.

Davis, by the herein-before recited Articles of Agreement of the Fourth Day of *April* One thousand eight hundred and fifty-five, for the Term of Ninety eight Years from the Twenty-fifth Day of *March* One thousand eight hundred and fifty-six, at yearly Rents amounting in the aggregate to the ultimate yearly Rent of Sixty-three Pounds, and subject to the Covenants and Agreements in the herein-before recited Articles of Agreement provided to be inserted in such Leases; and reciting, that the said *Joseph Gordon Davis*, or his Nominee, was then erecting on the said Piece or Parcel of Land distinguished on the Plan annexed to the said Articles of Agreement of the Fourth Day of *April* One thousand eight hundred and fifty-five by the Letter B and the Colour Blue Six Messuages or Dwelling Houses, which had not been leased; and reciting, that since the Execution of the said Articles of Agreement of the Fourth Day of *April* One thousand eight hundred and fifty-five it had been discovered that the carrying out of the said Agreement, so far as respected those Parts of the Piece or Parcel of Land comprised therein as were distinguished by being marked round with a deep Red Line on the Plan annexed to the Articles of Agreement now in recital, and the Erection of so many Houses as were thereby agreed to be erected upon those Portions of the Piece or Parcel of Land thereby agreed to be demised, was calculated not only to reduce the Value of the Villas and other Houses in the Neighbourhood, and which were built upon Part of the Land devised by the said recited Will of the said Testator *William Robert Phillimore*, as aforesaid, and many of the Leases of which had little more than Thirty Years to run, but also to lessen the Value of the Houses so agreed to be erected by the said *Joseph Gordon Davis* as aforesaid, and therefore it had been considered desirable by the said *Charles Phillimore* that instead of the said *Joseph Gordon Davis* being bound to build Three hundred and seventy-five Houses he should not be bound to build more than Three hundred and fifteen Houses upon the said Land, such reduced Number of Houses to be of the same Value in the aggregate as the said Three hundred and seventy-five Houses so agreed to be built in pursuance of the said recited Articles of Agreement would have been, and the said *Joseph Gordon Davis* being willing to vary the Terms of the said Contract in that Behalf, without Prejudice to the yearly Rents by the said Articles of Agreement of the Fourth Day of *April* One thousand eight hundred and fifty-five agreed to be reserved, he had prepared a new Plan for laying out the Land comprised in the said last-mentioned Articles of Agreement, and for erecting thereon Three hundred and fifteen Houses, in lieu of Three hundred and seventy-five Houses, as agreed upon by the same Articles of Agreement, with certain Modifications and Alterations in the Mode of erecting and finishing the same, and the said *Charles Phillimore*, as Tenant for Life

Life in possession of the said Hereditaments, and the said *Sarah Frances Phillimore* and *William Brough Phillimore*, as the Parties entitled to the Fee Simple in remainder expectant on the Decease of the said *Charles Phillimore*, and the Failure or Determination of the Limitations by the Will of the said *William Robert Phillimore* created in favour of the Sons and Daughters of the said *Charles Phillimore*, being satisfied that the Alteration proposed to be made in the Plan, Arrangements, and Number of the Messuages to be erected on the said Lands would be of considerable Advantage to themselves, and any other Persons who might become seised of or entitled to the said Hereditaments under the said Will of the said Testator, had consented and agreed, according to their respective Estates in the said Hereditaments, to vary the Provisions of the said recited Articles of Agreement of the Fourth Day of *April* One thousand eight hundred and fifty-five, and for that Purpose it had been agreed between them and the said *Joseph Gordon Davis*, that such Covenants and Agreements should be entered into between them as were therein-after on their respective Parts contained; and reciting that the Alterations and Modifications so proposed and agreed to be made in the Character of the Messuages and Buildings to be erected on the said Land had been submitted to the Surveyor of the said *Charles Phillimore*, *Sarah Frances Phillimore*, and *William Brough Phillimore*, and he had prepared a Specification of the Messuages and Buildings to be erected by the said *Joseph Gordon Davis* on the said Land, in lieu of the Messuages by the herein-before recited Articles of Agreement of the Fourth Day of *April* One thousand eight hundred and fifty-five agreed to be erected thereon, and signed the same in testimony of his Approval thereof, and the Elevations of the Messuages and Buildings so to be erected as aforesaid (being Three in Number) were annexed to the Articles of Agreement now in recital, such Elevations, however, to be subject to Variations as therein-after mentioned; it was witnessed, that in consideration of the Premises he the said *Charles Phillimore*, by virtue and in exercise and execution of the Power of Leasing contained in the said recited Will of the said Testator *William Robert Phillimore*, and of all other Powers or Authorities enabling him in that Behalf, and the said *Sarah Frances Phillimore*, and *William Brough Phillimore*, according to their respective Estates and Interest in the Lands and Premises comprised in the herein-before recited Articles of Agreement of the Fourth Day of *April* One thousand eight hundred and fifty-five, in remainder expectant as aforesaid, did thereby ratify and confirm the Contract by the herein-before recited Articles of Agreement of the Fourth Day of *April* One thousand eight hundred and fifty-five made by the said *Charles Phillimore* with the said *Joseph Gordon Davis*, to let to him the Piece or Parcel of Land or Ground therein described for the Term of Years thereby agreed to be granted, and at the yearly Rents therein

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agreed to be reserved, save and except so far as the same Agreement had been carried into effect by the Leases so granted to the said *James Jordan* the younger, by Direction of the said *Joseph Gordon Davis* as aforesaid, and save and except as the same Articles of Agreement were altered or varied by the Covenants and Agreements therein-after contained on the Part of the said *Joseph Gordon Davis*; and the said *Joseph Gordon Davis* did thereby, for himself, his Heirs, Executors, and Administrators, covenant with the said *Charles Phillimore*, his Heirs and Assigns, and the Person or Persons for the Time being entitled to the Reversion immediately expectant on the Determination of the said Term agreed to be granted by the said Articles of Agreement of the Fourth Day of *April* One thousand eight hundred and fifty-five, under and by virtue of the said recited Will of the said Testator *William Robert Phillimore* deceased, and as a separate Covenant on his Part with the said *Sarah Frances Phillimore* and *William Brough Phillimore*, and each of them, their and each of their Heirs and Assigns, that he the said *Joseph Gordon Davis*, his Executors, Administrators, or Assigns, should and would, at his or their proper Costs and Charges, under the Inspection and to the Satisfaction of the Surveyor for the Time being of the said *Charles Phillimore*, or the Person or Persons for the Time being entitled as aforesaid, and according to the Plan and Three Elevations annexed to the Articles of Agreement now in recital, but with such Variations and Alterations in such Elevations as might from Time to Time be approved of in Writing by the Surveyor of the said *Charles Phillimore*, or the Person or Persons for the Time being entitled as aforesaid, and also according to the general Specification of the same already approved and signed by the Surveyor of the said *Charles Phillimore*, *Sarah Frances Phillimore*, and *William Brough Phillimore*, as aforesaid, erect, build, and completely finish, fit for Habitation and Use, of good, proper, and new Materials of all Sorts, in a substantial and workmanlike Manner, not less than Three hundred and fifteen Dwelling Houses (including in that Number the Ten Houses built by the said *James Jordan* the younger, as therein-before particularly mentioned, and the said Six Messuages or Dwelling Houses so then erecting by the said *Joseph Gordon Davis* or his Nominee, as aforesaid), in conformity with the Rules of the Act or Acts of Parliament in force for the Time being for regulating the Construction and the Use of Buildings in the Metropolis and its Neighbourhood, together with all such Walls, Fences, Erections, Buildings, Outhouses, Drains, and other Conveniences as should be necessary and proper to be used with and for rendering each of the said Dwelling Houses in all respects fit for Habitation and Use, upon the said Lands agreed to be demised by the herein-before recited Articles of Agreement of the Fourth Day of *April* One thousand eight hundred and fifty-five, in the Proportions and at the Times following; that is to say, upon

such Portions of the said Piece or Parcel of Land so agreed to be demised as aforesaid as were distinguished upon the said Plan annexed to the Articles of Agreement now in recital by the Letter A and the Colour Lake, not less than Seventy-five Houses of the Description shown in the Elevation likewise marked A thereto annexed, or in such other Elevation as should be approved of as aforesaid, each of such Houses to have a Frontage of not less than Twenty Feet, and to be either of the Second or Third Rate of the Dwelling House Class according to the Building Act; upon such Portions of the said Piece or Parcel of Land so agreed to be demised as aforesaid as were distinguished upon the said Plan by the Letter B and the Colour Blue, not less than One hundred and thirty Houses, of the Description shown in the Elevation thereto annexed likewise marked B, or in such other Elevation as should be approved of as aforesaid, each of such Houses to have an average Frontage of not less than Nineteen Feet, and to be of the Second or Third Rate of the Dwelling House Class according to the Building Act; and upon such Portions of the said Piece or Parcel of Land so agreed to be demised as aforesaid as were distinguished upon the said Plan by the Letter C and the Colour Brown, not less than One hundred and ten Houses, of the Description shown in the Elevation thereto annexed likewise marked C, or in such other Elevation as shall be approved of as aforesaid, each of such Houses to have an average Frontage of not less than Eighteen Feet, and to be of the Third Rate of the Dwelling House Class, according to the Building Act; and also that he the said *Joseph Gordon Davis*, his Executors, Administrators, or Assigns, should and would erect, build, and cover in such of the said Three hundred and fifteen Houses therein-before agreed to be built as were not comprised in the Contract made with the said *James Jordan* the younger as aforesaid, and as were not then erecting as aforesaid by the said *Joseph Gordon Davis* or his Nominee, in Twelve Years, to be computed from the Twenty-fifth Day of *March* One thousand eight hundred and fifty-five, and should and would erect and build and cover in not less than Eleven of such Houses (the Ten Houses then already leased to the said *James Jordan* the younger as aforesaid, and the said Six Houses so then erecting as aforesaid by the said *Joseph Gordon Davis* or his Nominee, making, with the said Eleven Houses, Twenty-seven in the whole), before the Expiration of the Third Year of the said Term of Ninety-nine Years agreed to be granted by the herein-before recited Articles of Agreement of the Fourth Day of *April* One thousand eight hundred and fifty-five, and not less than Thirty-two more Houses during each and every succeeding Year of the said Term, until the said entire Number of Three hundred and fifteen Houses (including therein the Ten Houses erected by the said *James Jordan* the younger as aforesaid, and the Six Houses then so erecting as aforesaid), should have been erected, built, and covered in, the said Three

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hundred and fifteen Houses so to be erected as aforesaid being in substitution and in lieu of the Three hundred and seventy-five Houses by the herein-before recited Articles of Agreement of the Fourth Day of *April* One thousand eight hundred and fifty-five covenanted and agreed to be built; and moreover, that he the said *Joseph Gordon Davis*, his Executors, Administrators, and Assigns, should and would, from Time to Time and at all Times thereafter, well and truly perform, fulfil, and keep all and singular the Covenants, Provisoes, Stipulations, and Agreements contained in the herein-before recited Agreement of the Fourth Day of *April* One thousand eight hundred and fifty-five, and which ought thenceforth on his or their Part to be performed, fulfilled, and kept, except so far as the same Covenants, Provisoes, Stipulations, and Agreements, or any of them, were altered or varied by the Covenant therein-before contained on the Part of the said *Joseph Gordon Davis*; provided always, and it was thereby expressly declared and agreed, that nothing therein contained should be deemed or construed to lessen the Amount of the yearly Rents by the herein-before recited Articles of Agreement of the Fourth Day of *April* One thousand eight hundred and fifty-five reserved or agreed to be reserved in respect of the Land thereby agreed to be demised, and the Messuages and Buildings to be thereon erected, but that the same should be and continue payable during the Periods therein mentioned, in such and the same Manner as if the same were by and in the Articles of Agreement now in recital reserved or agreed to be reserved and made payable; provided always, and it was thereby agreed and declared, that with respect to the said Pieces of Ground shown in the Plan thereto annexed, and marked round with a deep Red Line, the Houses to be built thereon should be built only on those Parts that were marked A and coloured Lake, but with the usual Extensions and Additions to such Houses as might from Time to Time be necessary for the convenient Use thereof as private Dwelling Houses; and that in the Lease to be granted by the said *Charles Phillimore* of each of the said Houses to be erected on the said Pieces of Ground marked round with a deep Red Line, in pursuance of the Covenant therein-before contained, there should, in addition to the Covenants by the said recited Articles of Agreement of the Fourth Day of *April* One thousand eight hundred and fifty-five agreed to be inserted therein, be contained a Covenant by the Lessee with the Lessor that the Ground in the Rear of such House and demised therewith should be used only as private Garden or Meadow Ground, and in particular that in each Lease of any Part of the said Piece of Ground in the said Plan distinguished by the Letter X and the Colour Green should be contained a Covenant by the Lessee with the Lessor not to erect on such Ground so leased any Buildings, except Conservatories, Greenhouses, Vineries, and such like Conveniences for the Use of a private Garden;

Garden; and also a Covenant by the Lessee with the Lessor that such Lessee should maintain a Fence Wall, which said Wall, and also any Gates or Doors in any Part of the same, should not exceed Seven Feet in Height, against the Road called the *Duchess of Bedford's Walk*, delineated in the said Plan; provided always, and it was thereby agreed and declared, that in case the said Three hundred and fifteen Messuages therein-before agreed to be built should not occupy the whole Frontages of the said Portions of Ground lettered A, B, and C on the said Plan thereto annexed, the said *Joseph Gordon Davis*, his Executors, Administrators, or Assigns, should be at liberty to erect as many more Messuages as would cover such remaining Portions of the said Frontages, such Messuages to be of the same Class respectively as was therein-before covenanted to be erected on the said several Portions of Ground lettered respectively A, B, and C; provided always, and it was thereby agreed and declared, that, in addition to the Messuages therein-before agreed to be erected, and those therein-before authorized to be erected by the said *Joseph Gordon Davis*, his Executors, Administrators, or Assigns, he and they should be at liberty to erect and build on the Portions of the said Piece or Parcel of Land by the said herein-before recited Articles of Agreement agreed to be demised, distinguished on the said Plan annexed to the Articles of Agreement now in recital by the Letter D and the Colour Yellow, Six or any less Number of Messuages to be used as Shops, One Messuage which might be used as a Public House, and, at his or their Option, such a Number of Messuages or Stables and Coach-houses as would occupy the remaining Frontage of such Portions marked D, abutting upon *Phillimore Mews* aforesaid; and it was thereby lastly declared, that the said *Charles Phillimore*, or other the Person or Persons for the Time being entitled as aforesaid, should have such and the same Right of Re-entry in case the said Three hundred and fifteen Dwelling Houses or any of them, with the Appurtenances, thereby covenanted to be built and covered in, were not built or covered in within Twelve Calendar Months after the Time or Times therein-before specified for the building and covering in of the same, as by the therein-before recited Articles of Agreement of the Fourth Day of *April* One thousand eight hundred and fifty-five was reserved to the said *Charles Phillimore* in case of the Non-erection of the Messuages and Buildings thereby covenanted and agreed to be built:

Will of Sarah Frances Phillimore dated 26th May 1857.

And whereas the said *Sarah Frances Phillimore* duly made and signed her last Will and Testament in Writing, bearing Date on or about the Twenty-sixth Day of *May* One thousand eight hundred and fifty-seven, whereby, after bequeathing various pecuniary and specific Legacies which have been paid and satisfied, and an Annuity of Seventy Pounds to her Servant *Emma Ellen Rolph* for her Life, and which has been satisfied by an Appropriation out of the said Testatrix's

Testatrix's Personal Estate of a Sum of Stock in the Consolidated Three Pounds *per Centum* Annuities for the Payment thereof, as to all the Rest, Residue, and Remainder of her Property, both Real and Personal, of every Description, she gave, devised, and bequeathed the same unto and equally between her Brother the said *Charles Phillimore*, her Nephew the said *William Brough Phillimore*, and her Sister-in-Law the said *Anna Phillimore*, their respective Heirs, Executors, Administrators, and Assigns, and she appointed the said *Charles Phillimore* and *William Brough Phillimore* Executors of her said Will: And whereas the said Testatrix departed this Life on the Twenty-third Day of *June* One thousand eight hundred and fifty-eight, without having revoked or altered her said Will, which was duly proved by the said Executors on the Twenty-first Day of *July* following in the District Registry attached to Her Majesty's Court at *Lewes* in the County of *Sussex*: And whereas the said *William Phillimore* duly made and executed his last Will and Testament in Writing, bearing Date the Sixteenth Day of *September* One thousand eight hundred and fifty-two, which contained no Devise of Estates vested in him as a Mortgagee; and he appointed his Son, the Reverend *George Phillimore* Clerk, and his Daughters, *Almeria*, the Wife of *Willoughby John Lake* Esquire, and *Mary Jane Phillimore*, Executor and Executrixes of his said Will: And whereas the said *William Phillimore* departed this Life on the Twenty-eighth Day of *November* One thousand eight hundred and sixty, and his said Will, with a Codicil, was duly proved by his said Executor and Executrixes in Her Majesty's Court of Probate on the Twenty-ninth Day of *December* One thousand eight hundred and sixty, and by reason of there being no Devise in the said Will and Codicil of Estates vested in the said Testator as a Mortgagee, the legal Estate of Inheritance of and in the Hereditaments comprised in the herein-before recited Indenture of Mortgage of the Sixteenth Day of *March* One thousand eight hundred and twenty-seven descended upon the said *George Phillimore* as his Heir-at-Law: And whereas the Trusts by the said Will of the said Testator *William Robert Phillimore* declared of the said Term of Two hundred Years thereby created have long since been fully satisfied, except so far as regards the Sum of Ten thousand Pounds thereby directed to be raised for the Benefit of his said Two Daughters, the said *Sarah Frances Phillimore* and *Marianne Barne Hicks*, and the said Sum of Five thousand four hundred Pounds secured to the said *Jonathan Kendal* and *William Phillimore* by the said Indenture of Mortgage of the Sixteenth Day of *March* One thousand eight hundred and twenty-seven, which still remain to be raised and paid under the Trusts of the said Term: And whereas by Articles of Agreement bearing Date on or about the Third Day of *June* One thousand eight hundred and sixty-one, and made between the said *Charles Phillimore* of the First Part, the said *William Brough Phillimore*

Will of William Phillimore, dated 16th Sept. 1852.

Articles of Agreement, dated 3d June 1861.

Phillimore of the Second Part, the said *Anna Phillimore* of the Third Part, and the said *Joseph Gordon Davis* of the Fourth Part, after reciting that the Buildings then erected upon the Land comprised in the herein-before recited Articles of Agreement of the Fourth Day of *April* One thousand eight hundred and fifty-five consisted of Seventy-eight Houses and Three Stables, and that Leases had been granted of such Houses and Stables, pursuant to the Provisions in that Behalf in the said Articles of Agreement contained, to Nominees of the said *Joseph Gordon Davis*, and the Houses so leased as aforesaid were, independently of the said Stables, of the Value of One hundred and three thousand Pounds; and reciting, that Thirty-nine other Houses were in the course of Erection upon other Parts of the said Land, and which when finished would be of the Value of Forty-four thousand Pounds, and Four other Stables were also in course of Erection upon other Parts of the said Land; and reciting, that some of the Houses which had been so leased and some of those then in course of Erection, instead of being built in accordance with the Provisions of the said several herein-before recited Articles of Agreement, as Blocks consisting of several Houses together, were detached and semi-detached Villas, and such Variations of Buildings were made with the Consent of the said *Charles Phillimore* and *William Brough Phillimore* and *Anna Phillimore*, it having, after the Execution of the herein-before recited Articles of Agreement of the Twenty-sixth Day of *December* One thousand eight hundred and fifty-six, been considered that Houses of that Character were better suited to the Locality and more eligible for letting; and reciting, that it was considered by the said Parties thereto that it would greatly Benefit the Estate late of the said Testator *William Robert Phillimore* at *Kensington* aforesaid if, instead of Three hundred and fifteen Houses being built upon the Land comprised in the herein-before recited Agreement of the Fourth Day of *April* One thousand eight hundred and fifty-five, according to the Stipulations in that Behalf contained in the herein-before recited Articles of Agreement of the Twenty-sixth Day of *December* One thousand eight hundred and fifty-six, Eighty-eight or not more than One hundred and eight Houses were built, in addition to those already built and then in the course of Erection, so as to make the total Number of Houses thereon not less than Two hundred and five and not more than Two hundred and twenty-five, exclusive of any Buildings erected or which might be in course of Erection and be thereafter erected on the Ground coloured Yellow on the Plan annexed to the Articles of Agreement now in recital; and reciting, that Sites of the Houses and Stables which had been erected by the said *Joseph Gordon Davis*, and which had been leased to his Nominees as aforesaid, were denoted on the said Plan by a deep Pink Colour, and that the Sites of the Thirty-nine Houses which were then in the course of Erection were in the said

Plan

Plan distinguished by a light Pink Colour, and that the intended Sites of the Houses which it was proposed to build, exclusive of the Buildings erected or in the course of Erection or which might be erected on the Ground coloured Yellow on the said Plan, were in the said Plan denoted by a Blue Colour, but that the intended Sites of the Houses so proposed to be built were to be subject to such Variations as therein-after mentioned or referred to; and reciting, that Doubts had been suggested whether the said *Charles Phillimore* was authorized by the Power of Leasing so vested in him as aforesaid to enter into the herein-before recited Articles of Agreement of the Fourth Day of *April* One thousand eight hundred and fifty-five, and if such Authority were vested in him whether he had any Power to vary the Terms of such Agreement in manner herein-before mentioned, and whether he had any Power to authorize the Variations proposed to be then made in the Terms of the said several Agreements, and Questions had also been raised whether some of the Leases which had been granted by him in pursuance of the said Articles of Agreement (and which, with the Leases of the Houses and Buildings erected or finished since the Date of the Agreement now in recital, are specified in the Second Schedule to this Act,) were valid Exercises of the aforesaid Power of Leasing; it was witnessed, that the said *Charles Phillimore*, *William Brough Phillimore*, and *Anna Phillimore*, according to their respective Estates, did thereby, for themselves respectively and their respective Heirs, and all Persons claiming under them respectively, ratify and confirm all and singular the Leases which under the Power of Leasing in the herein-before recited Will of the said *William Robert Phillimore* contained had been granted by the said *Charles Phillimore* to the said *Joseph Gordon Davis* or his Nominees, in pursuance of the said several herein-before mentioned Articles or either of them, for the unexpired Residues of the several Terms created thereby respectively, and all and singular the Covenants and Agreements therein respectively contained; and it was further witnessed, that the said *Charles Phillimore*, by virtue and in exercise and execution of the Power of Leasing contained in the herein-before recited Will of the said Testator *William Robert Phillimore*, and of all other Powers or Authorities enabling him in that Behalf, and the said *Charles Phillimore*, *William Brough Phillimore*, and *Anna Phillimore*, according to their respective Estates and Interest in the Land and Premises comprised in the herein-before recited Articles of Agreement of the Fourth Day of *April* One thousand eight hundred and fifty-five, in remainder expectant as aforesaid, did thereby respectively consent and agree that the said *Joseph Gordon Davis*, instead of building Three hundred and fifteen Houses, as agreed upon by the herein-before recited Articles of Agreement of the Twenty-sixth Day of *December* One thousand eight hundred and fifty-six, to be erected in

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lieu of the Number of Three hundred and seventy-five, as stipulated for by the said previous Agreement of the said Fourth Day of *April* One thousand eight hundred and fifty-five, should not be bound to build any greater Number than would make up, with those already built and then in the course of Erection, Two hundred and five, but that it should be lawful for the said *Joseph Gordon Davis*, at his Option, to increase the Number to Two hundred and twenty-five, so nevertheless that such Houses to be erected and built should be together of the Value of Sixty-eight thousand Pounds at the least, and should be erected with such Variations, as to their being in Blocks, or detached or semi-detached, and as to the Sites, Elevations, and Frontages thereof, and otherwise, as the said *Charles Phillimore*, or the Person or Persons for the Time being entitled to exercise the Power of Leasing contained in the Will of the said *William Robert Phillimore* should from Time to Time previously approve by Writing under his or their Hand or Hands, and so nevertheless that the said Houses should be erected, completed, and finished on or before the Twenty-fifth Day of *March* One thousand eight hundred and sixty-seven; provided always, and it was thereby agreed, that, in addition to the Messuages therein-before agreed to be erected, and those therein-before authorized to be erected by the said *Joseph Gordon Davis*, his Executors, Administrators, or Assigns, he or they should be at liberty to erect and build on the Portion of the said Piece of Land by the said Articles of Agreement of the Fourth Day of *April* One thousand eight hundred and fifty-five agreed to be demised, and distinguished on the Plan annexed to the Articles of Agreement now in recital by the Colour Yellow (exclusive of the Four Stables then being erected thereon), Six or any less Number of Houses to be used as Shops, One Messuage which might be used as a Public House, and, at his or their Option, such a Number of Messuages or Stables and Coach-houses as would occupy the remaining Frontages of such Portion of Ground coloured Yellow on the said Plan abutting upon *Phillimore Mews*, to be leased to him or them, or his or their Nominee or Nominees, according to the Provisions in that Behalf contained in the said Articles of Agreement of the Fourth Day of *April* One thousand eight hundred and fifty-five; and it was by the said Articles now in recital further witnessed, that in consideration of the Covenants therein contained on the Part of the said *Charles Phillimore*, *William Brough Phillimore*, and *Anna Phillimore*, he the said *Joseph Gordon Davis* did thereby, for himself, his Heirs, Executors, and Administrators, covenant with the said *Charles Phillimore* and his Assigns, and the Person or Persons for the Time being entitled to the Reversion immediately expectant on the Determination of the Term agreed to be granted by the said Articles of Agreement of the Fourth Day of *April* One thousand eight hundred and fifty-five, under the Will of the said Testator *William Robert Phillimore*, and as a separate

separate Covenant with the said *Charles Phillimore*, *William Brough Phillimore*, and *Anna Phillimore* respectively, and their respective Heirs and Assigns, that he the said *Joseph Gordon Davis* would, under the Inspection and to the Satisfaction of the Surveyor for the Time being of the said *Charles Phillimore*, or the Person or Persons for the Time being entitled as aforesaid, and with such Variations and Alterations in the Sites, Elevations, Frontages, and otherwise as might be approved of in Writing by the said *Charles Phillimore*, or the Person or Persons for the Time being entitled to exercise the Power of Leasing contained in the said Will of the said *William Robert Phillimore*, erect, build, and finish, fit for Habitation, Eighty-eight Houses or more, but not exceeding One hundred and eight, in addition to the Houses then already finished and the Houses then in the course of Erection upon the Land comprised in the aforesaid Articles of Agreement, in such and the same Manner in all respects, having regard to the Terms of the Agreement now in recital, as was expressed in the Covenant in the herein-before recited Articles of Agreement of the Twenty-sixth Day of *December* One thousand eight hundred and fifty-six contained on the Part of the said *Joseph Gordon Davis*, with reference to the Houses thereby agreed to be erected, built, and finished, and that, subject to such Variations as to the Site and otherwise as aforesaid, such Houses should be erected upon that Part of the Land comprised in the aforesaid Articles of Agreement which in the Plan thereto annexed is coloured Blue, and that the Messuages or Tenements and Buildings so to be erected as aforesaid should be of the Value in the whole of Sixty-eight thousand Pounds, and further, that the Houses so to be built as aforesaid should be of such an Elevation as should from Time to Time be approved of in Writing by the said *Charles Phillimore* or other the Person or Persons for the Time being entitled as aforesaid, and that the Specification referred to in the therein-within written and herein-before recited Articles of Agreement of the Twenty-sixth Day of *December* One thousand eight hundred and fifty-six should be adhered to in all respects, except as to such Variations as should be necessary with reference to the Class of Houses to be built on the said Land, and should be approved of by the Surveyor of the said *Charles Phillimore* or the Person or Persons for the Time being entitled as aforesaid; and in consideration of the Covenants therein-before contained on the Part of the said *Joseph Gordon Davis*, they the said *Charles Phillimore*, *William Brough Phillimore*, and *Anna Phillimore* did thereby for themselves respectively, their respective Heirs, Executors, and Administrators, covenant with the said *Joseph Gordon Davis*, his Executors and Administrators, that they the said *Charles Phillimore*, *William Brough Phillimore*, and *Anna Phillimore* would in the next Session of Parliament, at their Costs and

Charges, apply for and use their best Endeavours to obtain an Act of Parliament to confirm the Leases which had been already granted, and which, after the Execution of the Agreement now in recital, and before the passing of the Act, might be granted to the said *Joseph Gordon Davis* or his Nominees, in pursuance of the herein-before recited Articles of Agreement of the Twenty-sixth Day of *December* One thousand eight hundred and fifty-six, and to confirm the said several Articles of Agreement, with the Modifications and Alterations introduced therein by the Agreement now in recital; provided always, and it was thereby expressly declared and agreed, that nothing therein contained should in any Manner vacate, alter, or prejudice the several Covenants and Agreements in the herein-before recited Articles of Agreement respectively contained, except so far as the same were altered or varied by the Agreement now in recital; and it was thereby expressly agreed and declared, that the said *Charles Phillimore* and other the Person or Persons for the Time being entitled as aforesaid should have such and the same Right of Re-entry, in case the said Dwelling Houses or any of them, with the Appurtenances, thereby covenanted to be erected and built, were not erected and built within Twelve Calendar Months after the Time therein-before specified for the Erection and building of the same as by the therein-before mentioned Articles of Agreement of the Fourth Day of *April* One thousand eight hundred and fifty-five was reserved to the said *Charles Phillimore* in case of the Non-erection of the Messuages and Buildings thereby covenanted and agreed to be built: And whereas the Leases which have been already granted by the said *Charles Phillimore* in pursuance of the said first-mentioned and subsequent Articles of Agreement are in conformity with the said Form of Lease, and the yearly Rents by such Leases reserved are the best and most improved yearly Rents that could be reasonably gotten for the Hereditaments thereby respectively demised at the Date of the said first-recited Agreement: And whereas the said *Charles Phillimore* is a Bachelor of the Age of Sixty-two Years, and, subject to his Estate for Life under the Will of the said *William Robert Phillimore* in the Hereditaments thereby devised, and the Limitations thereby created in favour of his Sons and Daughters in Tail General, the Fee Simple in remainder of the said Hereditaments is, as to one undivided Moiety thereof, vested in the said *Charles Phillimore*, *William Brough Phillimore*, and *Anna Phillimore* in equal Shares as Devisees thereof under the Will of the said *Sarah Frances Phillimore*, and the other undivided Moiety thereof is vested in the said *William Brough Phillimore* as the Heir-at-Law of the said *Marianne Barne Hicks* deceased, subject to the said Term of Two hundred Years created by the said Will, and to the raising and Payment of the said Sum of Ten thousand Pounds thereby made payable,

payable, and which is now, as to the Sum of Five thousand Pounds, Part thereof, payable under the Will of the said *Sarah Frances Phillimore* to the said *Charles Phillimore*, *William Brough Phillimore*, and *Anna Phillimore* in equal Shares, and as to the Sum of Five thousand Pounds, Residue thereof, to the said *Anna Phillimore*, under the Assignment thereof made to her by the said *Henry Purnell Hicks* by the said Indenture of the Thirtieth Day of *May* One thousand eight hundred and forty-eight, and subject to the raising and Payment of the said Mortgage Debt of Five thousandfour hundred Pounds, which is now vested in the said *George Phillimore*, *Almeria Lake*, and *Mary Jane Phillimore*, as such Executor and Executrixes under the Will of the said *William Phillimore* as aforesaid: And whereas Doubts, as stated in the herein-before recited Articles of Agreement of the Third Day of *June* One thousand eight hundred and sixty-one, have arisen whether the said *Charles Phillimore* was authorized by the Power of Leasing contained in the Will of the said *William Robert Phillimore* to enter into the said Articles of Agreement of the Fourth Day of *April* One thousand eight hundred and fifty-five, and whether, if such Authority were vested in him, he had any Power to vary the Terms thereof, and Doubts have also arisen whether some or all of the Leases which have been granted in pursuance of the said Power of Leasing are valid Exercises of the said Power, by reason of the Rents reserved by some of the said Leases not being uniform, and the Existence of such Doubts is highly prejudicial to the Parties interested in the said Lands and Hereditaments under the said Will of the said *William Robert Phillimore*, and might lead to Litigation: And whereas the Terms of the said several Agreements are most advantageous to the Parties interested in the Lands comprised therein under the said Will of the said *William Robert Phillimore*, and therefore it would be highly beneficial to the said several Parties if such Doubts were removed, and if the said Articles of Agreement of the Fourth Day of *April* One thousand eight hundred and fifty-five, so far as the same remain to be performed, were carried into effect, with the Variations, Additions, and Alterations introduced or made therein by the said several subsequent Articles of Agreement, and also if the Leases which have been already granted by the said *Charles Phillimore*, in pursuance of the said first-mentioned and subsequent Articles of Agreement, and mentioned and specified in the Second Schedule to this Act, were confirmed, and if Power were given to grant future Leases in conformity with the said several Articles of Agreement; but the same cannot be effected without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *Charles Phillimore*, *William Brough Phillimore*, and *Anna Phillimore*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons,

Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Articles of Agreement of 4th April 1855, as altered and varied by Two subsequent Agreements, to be valid.

1. The said Articles of Agreement of the Fourth Day of *April* One thousand eight hundred and fifty-five, so far as the same remain to be performed, and except so far as the same are varied, altered, or annulled by the said Articles of Agreement of the Twenty-sixth Day of *December* One thousand eight hundred and fifty-six and the Third Day of *June* One thousand eight hundred and sixty-one, and all and singular the Covenants, Agreements, Conditions, and Provisions in the said Articles of Agreement of the Twenty-sixth Day of *December* One thousand eight hundred and fifty-six contained, so far as the same alter, vary, control, or form Part of the said Articles of Agreement of the Fourth Day of *April* One thousand eight hundred and fifty-five, and remain to be performed, except so far as the same are varied, altered, or annulled by the said Articles of Agreement of the Third Day of *June* One thousand eight hundred and sixty-one, and all and singular the Covenants and Agreements, Conditions and Provisions in the said Articles of Agreement of the Third Day of *June* One thousand eight hundred and sixty-one contained, so far as the same alter, vary, control, or form Part of the said Articles of Agreement of the Fourth Day of *April* One thousand eight hundred and fifty-five, and remain to be performed, shall be valid, effectual, and binding upon all Persons having or claiming or hereafter to have or claim any Estate, Right, Title, or Interest under the herein-before recited Wills of the said *William Robert Phillimore* and *Sarah Frances Phillimore* in the Lands, Hereditaments, and Premises comprised in or agreed to be demised by the said Articles of Agreement of the Fourth Day of *April* One thousand eight hundred and fifty-five, and now remaining unleased, to all Intents and Purposes as the same would have been if the said *Charles Phillimore* at the Time of the Execution of the said Three several Articles of Agreement had been duly authorized and empowered by the said first herein-before recited Will to enter into the same respectively on behalf of himself and of all other Persons claiming or to claim under the said Will as aforesaid.

The intended Lessee and his Nominees may build Houses on the Land, with the Variations authorized by the Agreement of the 3d June 1861.

2. It shall be lawful for the said *Joseph Gordon Davis*, his Executors or Administrators, and his or their Nominee or Nominees, with the previous Consent in Writing of the said *Charles Phillimore*, or the Person or Persons for the Time being authorized and empowered by the Will of the said *William Robert Phillimore* to lease the aforesaid Hereditaments, to erect and build upon all or any Part of the Lands comprised in the herein-before recited Articles of Agreement of the Fourth Day of *April* One thousand eight hundred and fifty-five, and now remaining unleased, (save and except on the Piece of

of Ground on the Plan annexed to the said Agreement of the Twenty-sixth Day of *December* One thousand eight hundred and fifty-six distinguished by the Letter X and coloured Green,) Houses not only of the Character mentioned and specified in the said first-mentioned Articles of Agreement and the Articles of Agreement of the Twenty-sixth Day of *December* One thousand eight hundred and fifty-six and the Third Day of *June* One thousand eight hundred and sixty-one, but Houses of such a different Character and Class of Building and with such Variations as are by the said Articles of Agreement of the Third Day of *June* One thousand eight hundred and sixty-one stipulated or agreed to be erected, and to erect detached and semi-detached Villas, and instead of erecting the Number of Houses by the said several Articles of Agreement agreed to be built, to erect on the Land comprised in the said Articles of Agreement, exclusive of the Messuages, Shops, and Stables and Coach-houses to be erected on the Piece of Ground coloured Yellow on the Plan annexed to the herein-before recited Articles of Agreement of the Third Day of *June* One thousand eight hundred and sixty-one, not less than Two hundred and five Houses and not more than Two hundred and twenty-five, including those now standing thereon, so nevertheless that the Houses now standing upon the said Land and hereafter to be erected thereon (exclusive as aforesaid) shall not altogether be of less Value in the aggregate than the Number of Houses which by the said Articles of Agreement of the Fourth Day of *April* One thousand eight hundred and fifty-five were agreed to be erected and built would have been had the same been erected and built.

Confirmation of Leases already executed, and derivative Interests.

3. The several Leases in the Second Schedule to this Act particularly mentioned, and the Terms of Years thereby expressed or intended to be granted, and the several Covenants, Stipulations, Provisoes, and Agreements therein respectively contained, and the Counterparts of such Leases respectively, shall be and the same are hereby declared to be, and as from the respective Times of the making of the same Leases respectively, and so as to establish all Underleases and other derivative Estates and Interests, to have been valid, binding, and effectual to all Intents and Purposes whatsoever, anything in the Will of the said *William Robert Phillimore* or any Law or Custom to the contrary notwithstanding.

Power to grant Leases of Residue of Land comprised in Articles of Agreement of the 4th of April 1855 and 26th Dec. 1856 of the Residuer

4. It shall be lawful for the said *Charles Phillimore* during his Life, and after his Decease to and for the Trustees or Trustee for the Time being of the said Will of the said *William Robert Phillimore* during the Minority or respective Minorities of any Person or Persons who by virtue of the said Will shall for the Time being be in the actual Possession or the Receipt of the Rents and Profits of the said Land, Hereditaments, and Premises comprised in or agreed to be demised by the herein-before recited Articles of Agreement of the Fourth

now to come of the Term of 99 Years thereby agreed to be granted.

Fourth Day of *April* One thousand eight hundred and fifty-five, the Twenty-sixth Day of *December* One thousand eight hundred and fifty-six, and the Third Day of *June* One thousand eight hundred and sixty-one, from Time to Time, by any Indenture or Indentures, to limit or appoint by way of Lease, in pursuance of the said several recited Articles of Agreement, unto the said *Joseph Gordon Davis*, his Executors, Administrators, and Assigns, or to such other Person or Persons as he or they shall nominate or appoint, so much and such Part or Parts of the Piece or Parcel of Land or Ground, Hereditaments, and Premises comprised in or agreed to be demised by the said Articles of Agreement of the Fourth Day of *April* One thousand eight hundred and fifty-five as is or are not comprised in the several Leases specified in the said Second Schedule to this Act, and the Houses and Buildings now in the course of Erection and hereafter to be erected thereon, for the Residue which shall then be to come and unexpired of the said Term of Ninety-nine Years thereby agreed to be granted, at, under, and subject to the Rents, Reservations, Covenants, Agreements, Conditions, Provisions, and Stipulations by the said Three several Articles of Agreement of the Fourth Day of *April* One thousand eight hundred and fifty-five, the Twenty-sixth Day of *December* One thousand eight hundred and fifty-six, and the Third Day of *June* One thousand eight hundred and sixty-one, agreed to be reserved and contained in such Leases respectively, or as near thereto as the Circumstances of the Case will admit, and so as to carry the said several Articles of Agreement respectively, so far as the same now remain to be performed (with such Variations as are by this Act authorized), into effect, but so that the Rents to be reserved in respect of the whole of the Leases already granted and to be granted as aforesaid amount in the aggregate to the yearly Sum of One thousand four hundred Pounds agreed to be reserved by the herein-before recited Articles of Agreement of the Fourth Day of *April* One thousand eight hundred and fifty-five, and be reserved by the said Leases respectively to the Person and Persons for the Time being entitled to the said Premises in reversion immediately expectant on the Determination of the Term of Years to be thereby respectively granted or appointed as aforesaid, and so that the Lessee or Lessees named in each such Lease do execute a Counterpart thereof; provided nevertheless, that it shall not be necessary for any Lessee or Lessees to whom any Lease or Leases shall be granted under the Power of Leasing contained in the Will of the said *William Robert Phillimore*, or under this Act, to ascertain whether such aggregate yearly Rent of One thousand four hundred Pounds shall be reserved by or under the Leases to be granted in pursuance of the said Articles of Agreement, nor whether the Sum required to be expended on the Land comprised in the aforesaid Articles of Agreement hath been expended, nor shall the Title of any such Lessee or Lessees be in any Manner affected by the Provision herein-before made

made with reference to the gross or aggregate Amount of such yearly Rent, or the Number or Value of the Houses erected and to be erected upon the said Land, nor shall he or they be under any Liability to see that the Provisions herein-before contained as to such Number or Value have been carried out or fulfilled.

Receipt of Lessor endorsed on Lease to be Evidence of Counterpart being executed.

5. The Receipt of the Person or Persons making every or any Lease or Demise, in pursuance of the said several herein-before recited Articles of Agreement or by virtue of this Act, endorsed on such Lease, acknowledging that he or they has or have received such Counterpart or Duplicate thereof as is by the said first herein-before recited Articles of Agreement or hereby required to be executed of such Lease, shall, in favour of the Lessee and of all Persons claiming under him, be *primâ facie* Evidence that such Counterpart or Duplicate was duly made and executed, pursuant to the Provisions of the said Three herein-before recited Articles of Agreement or of this Act.

Power to confirm void and voidable Leases, and to grant new Leases in lieu thereof.

6. It shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases as aforesaid of the Piece or Parcel of Land and Premises comprised in the herein-before recited Articles of Agreement of the Fourth Day of *April* One thousand eight hundred and fifty-five to confirm any Lease or Leases which may be granted of any Part thereof by virtue of this Act, in any Case in which by reason of some technical Error or Informality in granting or executing the same such Lease or Leases shall be void or voidable, or to grant any new Lease or Leases in lieu of such void or voidable Lease or Leases as aforesaid, or any of them, for any Term or Number of Years not exceeding the then Residue of the Term or Terms of Years granted or purported to be granted by such void or voidable Lease or Leases respectively.

Power to accept Surrender of Leases granted or to be granted, and to grant new Leases in lieu thereof.

7. It shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases as aforesaid of the Piece or Parcel of Land comprised in the herein-before recited Articles of Agreement of the Fourth Day of *April* One thousand eight hundred and fifty-five, or any Part thereof, to accept a Surrender or Surrenders of any Lease or Leases heretofore granted or to be granted by virtue of this Act, or any Part thereof, and to grant any new Lease or Leases in lieu of any Lease which may be so surrendered, of all or any Part of the Premises therein mentioned, for any Term or Terms not exceeding the then Residue of the Term or Terms granted by such Lease or Leases respectively: Provided nevertheless, that every Lease to be made in lieu of such voidable or surrendered Lease shall be under and subject to the same or the like Covenants, Provisions, and Conditions with reference to the Premises comprised therein as

shall

shall be contained in the Lease which shall have become voidable, either wholly or partially, or have been so surrendered as aforesaid, or such and so many of the Covenants, Provisoes, and Conditions as the Circumstances of the Case shall permit or require, and that the yearly Rent or Rents to be reserved in such new Lease or Leases shall not be less, or (in the event of Two or more new Leases being granted in lieu of One such voidable or surrendered Lease) that the Amount of the Rent reserved in such new Leases shall not collectively be less, than the Rent or Rents reserved by the original Lease or Leases, and provided that no Fine or Premium (except an additional yearly Rent or Rents shall be agreed upon in respect thereof) shall be accepted and taken for making or giving any such new Lease or Leases, Confirmation or Confirmations respectively, and so as the Lessee or Lessees whose Lease or Leases shall be so granted in lieu of such former Lease or Leases as aforesaid do consent to accept such Confirmations or new Leases, and do execute a Counterpart of such Confirmations or new Leases.

Act not to affect existing Power of leasing.

8. Provided always, That this Act shall not nor shall anything herein contained be construed, deemed, or taken to revoke, annul, prejudice, lessen, or affect the Power of Leasing contained in the said Will of the said *William Robert Phillimore*.

General Saving of Rights.

9. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every Person and Persons, Bodies Politic or Corporate, and their respective Heirs, Executors, Administrators, Successors, and Assigns, (other than and except the said *Charles Phillimore* and his Heirs, and his future-born Son or Sons, and the Heirs of the Body and respective Bodies of such Son and Sons, and the future-born Daughter or Daughters of the said *Charles Phillimore*, and the Heirs of her or their Body or respective Bodies, and the said *William Brough Phillimore* and *Anna Phillimore* respectively, and their respective Heirs, and the Trustees for the Time being of the Term of Two hundred Years created by the Will of the said Testator *William Robert Phillimore*, and the Trustees for the Time being under the said Will to preserve contingent Remainders, and the said *George Phillimore*, the Heir-at-Law of the said *William Phillimore* deceased, and the said *George Phillimore*, *Almeria Lake*, and *Mary Jane Phillimore*, the Executor and Executrixes under his said Will, and all and every other Persons to whom any Estate, Right, Title, Trust, or Interest of, in, to, or out of the said Hereditaments comprised in the herein-before recited Articles of Agreement of the Fourth Day of *April* One thousand eight hundred and fifty-five, or any of them, or any Part or Parts thereof, have been devised or limited, or have descended or devolved, or shall descend or devolve, by or under the Will of the said *William Robert*

Robert Phillimore,) all such Estate, Right, Title, Trust, Interest, Claim, and Demand of, in, to, or out of the said Hereditaments and Premises, or any of them or any Part thereof, as they or any of them had before the passing of this Act, or could or might have had or enjoyed if this Act had not been passed.

Act as printed by Queen's Printers to be Evidence

10. This Act shall not be a Public Act, but shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

The FIRST SCHEDULE to which the foregoing Act refers.

The Parts in Brackets to be inserted where necessary.

This Indenture, made the Day of between , Esquire, herein-after for the sake of Brevity designated "the said Lessor," of the one [First] Part, ; Builder, of the Second Part, and herein-after for the sake of Brevity designated "the said Lessee," of the other [Third] Part, WITNESSETH, that in [consideration of the Sum of Sterling to the said paid by the said immediately before the Execution hereof, the Receipt of which said Sum the said doth hereby acknowledge, and therefrom doth hereby release the said , his Executors, Administrators, and Assigns, and also in] consideration of the Expense incurred in erecting the Buildings herein-after demised, and of the Rent and Covenants on the Part of the said Lessee herein-after reserved and contained, the said Lessor [on the Nomination of the said], by force and virtue and in exercise and execution of all and every Power and Powers, Authority and Authorities, him in this Behalf in anywise enabling, doth demise and lease unto the said Lessee, his Executors, Administrators, and Assigns, all that Piece of Ground situate on the Side of in the Parish of Saint Mary Abbotts, Kensington, in the County of Middlesex, abutting which said Ground hereby demised contains , together with the Messuage or Tenement thereon erected and built, being the House which said Piece of Ground is described in the Plan drawn in the Margin of these Presents, being therein coloured , together with all Ways, Paths, Lights, Easements, and Appurtenances whatsoever to the said demised Premises belonging or appertaining, to hold unto the said Lessee, his Executors, Administrators, and Assigns, for the Term of Years, to be computed from , yielding and paying therefor during the said Term the yearly Rent of Sterling, by equal quarterly Payments, on in every Year, free from all Deductions, the Land Tax (which has been redeemed) and the Landlord's Property Tax excepted; and the said Lessee, for himself, his Heirs, Executors, Administrators, and Assigns, doth hereby covenant with the said Lessor and his Assigns, and other the Person or Persons for the Time being entitled to the said demised Premises in remainder or reversion immediately expectant on the Determination of the Term hereby granted, and which said Covenantee and Covenantees are for the sake of Brevity designated "the Landlord for the Time being," in manner following; namely, that the said Lessee, his Executors, Administrators, or Assigns, will during the said Term pay the said yearly Rent of according to the aforesaid Reservation thereof, and also pay all Sewer Rates and other Rates, Taxes, and Assessments now or hereafter to be charged

or imposed on the said Premises or in respect thereof, except as aforesaid, and also will at all Times during the said Term, in a workmanlike Manner, repair, uphold, and cleanse, and keep repaired, upheld, and cleansed, the said Messuage and Buildings, and all other Buildings hereafter to be erected on the said Ground, and all Walls, Drains, and Appurtenances thereto belonging, with all needful Reparations, Cleansings, and Amendments whatsoever, and will at the End or other Determination of the said Term peaceably surrender and leave the same in good Repair unto the Landlord for the Time being, together with all Dressers, Drawers, and Slabs which at any Time during the last Seven Years of the Term shall be or remain fixed to the said Premises, and together with all Doors, Wainscots, Locks, Keys, Bolts, Bars, Staples, Hinges, Hearths, Chimney-pieces, Mantel-pieces, Chimney-jambs, Footpaces, Covings, Window-shutters, Partitions, Cisterns, Sinks, Waterclosets, Pumps, Pipes, Water-trunks, and Pavements, and all other Things which during the said Term shall be so fixed to the Premises as to form Part of the Freehold, and also will during the said Term keep the Road and Pavement in front of the said Ground properly lighted and in good Order and Condition until the same shall be taken under the Management of the Parish or of some public Body, or if the Landlord for the Time being shall at any Time or Times during the said Term keep or cause to be kept the said Road and Pavement lighted and in repair until so taken as aforesaid, will, so long as the said Road and Pavement shall be so lighted and kept in repair as last aforesaid, pay to the Landlord for the Time being, or to such Person as the same Landlord shall appoint, yearly the Sum of towards the Expense to be incurred in such Lighting and Repairs; and further, that it shall be lawful for the Landlord for the Time being, and the Agents of such Landlord, from Time to Time during the Term hereby granted, to enter the Premises hereby demised, and any Buildings thereon, to view and ascertain the Condition thereof, and that the said Lessee, his Executors, Administrators, and Assigns, shall not interpose any Hindrance to any such Entry; and further, that the said Lessee, his Executors, Administrators, or Assigns, shall and will, as Occasion may require, pay all the Costs, Charges, and Expenses payable in respect of the said Premises, of rebuilding, making, supporting, repairing, and cleansing all Party Walls, Party-fence Walls, Drains, and Gutters which shall belong to the Premises hereby demised in common with other Premises, so and in such Manner as that the Landlord for the Time being shall be saved harmless from all or any Part of such Costs, Charges, and Expenses, and shall and will, within Months from the Date hereof, insure the Messuage and Buildings hereby demised, and such other Buildings as may be then erected on the Ground hereby demised, and will from Time to Time, on the Completion of such other Building as may be erected on the said Ground, insure the same from Loss or Damage by Fire in some or One of the Public Offices of Insurance against Fire in London or Westminster, to the Amount of Two Thirds of the Value thereof, and will keep the said Messuage and Buildings aforesaid from the Time of effecting the Insurance thereof continually so insured during the then Residue of the said Term, and will, upon Request, produce to the Landlord for the Time being, or to the Agent of such Landlord, the Receipt for the Premium of such Insurance for the current Year, and in case any of the insured Buildings shall be damaged by Fire, shall and will forthwith lay out the Money to be received by virtue of any such Insurance, and all such further Sums as shall be requisite, in rebuilding

and

and reinstating the same according to the Elevation thereof previous to such Fire, but no Part of the said Rent hereby reserved shall be subject to any Abatement by reason of any such Fire; and further, that the said Lessee, his Executors, Administrators, or Assigns, shall not during the Term hereby granted carry on or exercise, or permit to be carried on or exercised, upon any Part of the demised Premises, any of the Arts, Trades, or Businesses following; (that is to say), the Trade or Business of a Slaughterman, or for the Slaughter of Cows, Calves, Sheep, or any Sort of Cattle, Horse Boiler, Hog Skinner, Catgut Spinner, Cart Grease or Varnish Maker, Manufacturing Chemist, Melter of Tallow, Soap Maker, Melter of Fat, Tripe Boiler, Tobacco Pipe Maker or Burner of Tobacco Pipes, Sugar Baker, Fellmonger, Brothel Keeper, Dyer, Scourer, Distiller, Common Brewer, Victualler, Beerseller, Butcher, Baker or Vender of Bread, Poulterer, Fishmonger, Brass or Iron Founder, Coppersmith, Working Brazier, Pewterer, Tin or Iron Plate Worker, Trunk Maker, Coffin Maker, Smith, Glass Maker, Goldbeater, Beater of Flax, Hemp, or Feathers, Bone Boiler, Cork Burner, Chimney Sweeper or Dealer in Soot, Depositor of Nightsoil, Cowkeeper, Dealer in Second-hand Clothes, Boots, or Shoes, Dealer in old Iron or Marine Stores, or any other Art, Trade, Business, or Employment whatsoever which shall be dangerous, or a Nuisance or an Annoyance to the Tenants or Occupiers of any Messuages or other Hereditaments in the Neighbourhood of the Premises hereby demised, or make any Bricks or Tiles thereon, and shall not at any Time during the said Term set up upon any Part of the demised Premises any Steam Engine, nor do or cause or permit to be done on the said Premises any Act, Deed, Matter, or Thing whatsoever which shall be or become an Annoyance, Nuisance, Damage, or Disturbance to the Landlord for the Time being, or to the Tenant of any House or Building near to the Premises hereby demised, and shall not at any Time during the said Term make or permit to be made any open Show of Business in or upon the Messuage and Premises hereby demised, but shall and will keep and use the same so as that the same shall appear like a private Dwelling House or professional Residence only; and further, that the front of the said Messuage hereby demised shall remain in the same Line, and that the Elevation or external Appearance of the said Messuage shall not be altered without the previous Consent in Writing of the Landlord for the Time being; and further, that the said Lessee, his Executors, Administrators, or Assigns, will, within Three Calendar Months after any Assignment by him or them of the demised Premises, give Notice in Writing to the Landlord for the Time being, or the Steward or Agent of the same Landlord, of such Assignment, with the Name and Address of the Assignee: Provided always, and it is hereby mutually agreed and declared, that the Receipt and Receipts from Time to Time for the Premium and Duty for the current Year's Insurance shall, in case no Damage from Fire shall then exist, be deemed conclusive Evidence of the Performance of the Covenant herein-before contained for the Insurance of the Premises hereby demised against Loss or Damage by Fire, up to the Time of the Production of such Receipt to the Landlord for the Time being or to his accredited Agent: Provided also, that if the Rent hereby reserved shall be unpaid for Twenty-one Days next after the same shall have become due, or if the said Lessee, his Executors, Administrators, or Assigns, shall not truly perform and keep all and singular the Covenants and Provisions herein-before contained, it shall be lawful for the Landlord for the Time being into the Premises hereby demised to re-enter, and thereupon

These Covenants to be modified in the Leases of the Shops and Public House.

thereupon the Term hereby granted shall be void; and the said Lessor, for himself, his Heirs, Executors, and Administrators, hereby covenants with the said Lessee, his Executors, Administrators, and Assigns, that he and they, duly paying the said Rent, and performing the said Covenants on his and their Part to be paid and performed, shall and may peaceably enjoy the Premises hereby demised for the Term hereby granted, without any Interruption by the said Lessor or his Assigns, or any Person lawfully claiming through him.

Form of Reddendum and Proviso for Re-entry where more than One Messuage is contained in a Lease.

Yielding and paying, &c., the yearly Rents or Sums herein-after mentioned (that is to say,) [for and in respect of the Piece of Ground hereby demised which in the Plan drawn in the Margin hereof is coloured and marked with the Letter , and the Messuage or Tenement thereon erected, the Rent or yearly Sum of Pounds; and for and in respect, &c. [pursuing the like Words for each Piece of Ground and Messuage] the said several yearly Rents of Pounds, Pounds, and Pounds, to be paid by equal quarterly Payments, &c.: Provided always, that each Rent or yearly Sum of Money which shall become payable by virtue of the Reservation herein-before contained shall be charged and chargeable only on the one of the said several Pieces of Ground and the Buildings erected thereon in respect of which it is herein-before reserved, and not upon the other or others of such Pieces of Ground with the Buildings erected thereon respectively.

Provided always, that if the said several Rents or yearly Sums of Pounds, Pounds, and Pounds, herein-before separately reserved, or either of them, or any Part thereof, shall be unpaid for Twenty-one Days next after the same shall become due, or if the said Lessee, his Executors, Administrators, or Assigns, shall not truly perform and keep all and singular the Covenants and Provisions herein-before contained on his and their Parts to be performed, in respect of each or any of the said several Pieces of Ground and the Buildings erected thereon respectively, herein-before respectively demised (each such Piece of Ground, with the Buildings erected thereon respectively, and the Appurtenances belonging thereto, being considered for the Purposes of this Proviso or Condition as a separate and distinct Tenement), it shall be lawful for the Landlord for the Time being into and upon the particular Tenement in respect of which the Rent shall be in arrear, or the Covenants and Provisions not performed, but not further or otherwise, to re-enter, and the same to have again, retain, repossess, and enjoy, as in his, her, or their first and former Estate, and thereout and from thence the said Lessee, his Executors, Administrators, and Assigns, and all other Occupiers of the said particular Tenement only, to expel and remove, but without Prejudice to the Demise hereby made, or any Matter or Thing herein contained, so far as respects any other or others of the several Tenements aforesaid, anything herein contained to the contrary thereof notwithstanding.

Alfred Groom.

The SECOND SCHEDULE to which the foregoing Act refers.

						£ s. d.
1	16 July 1856 -	Charles Phillimore, on the Nomination of J. G. Davis.	to	James Jordan, the younger.	Ground and House situate in Campden Hill Road, 98 Years.	1 0 0
2	17 July 1856 -	Same - -	to	Same - -	Ground and House situate in Campden Hill Road, 98 Years.	8 0 0
3	18 July 1856 -	Same - -	to	Same - -	Ground and House situate in Campden Hill Road, 98 Years.	8 0 0
4	19 July 1856 -	Same - -	to	Same - -	Ground and House situate in Campden Hill Road, 98 Years.	8 0 0
5	15 December 1856	Same -	to	Same - -	Ground and House situate in Campden Hill Road, 98 Years.	1 0 0 during first 2 Years; 6 10 0 Remainder of Term.
6	16 December 1856	Same - -	to	Same - -	Ground and House situate in Campden Hill Road, 98 Years.	1 0 0 during first 2 Years; 6 10 0 Remainder of Term.
7	17 December 1856	Same - -	to	Same - -	Ground and House situate in Campden Hill Road, 98 Years.	1 0 0 during first 2 Years; 6 10 0 Remainder of Term.
8	18 December 1856	Same - -	to	Same - -	Ground and House situate in Campden Hill Road, 98 Years.	1 0 0 during first 2 Years; 6 10 0 Remainder of Term.
9	19 December 1856	Same - -	to	Same - -	Ground and House situate in Campden Hill Road, 98 Years.	1 0 0 during first 2 Years; 6 0 0 Remainder of Term.
10	20 December 1856	Same -	to	Same - -	Ground and House situate in Campden Hill Road, 98 Years.	1 10 0 during first 2 Years; 6 0 0 Remainder of Term.
11	12 March 1857 -	Same - -	to	Same - -	Ground and House situate in Campden Hill Road, 98 Years.	2 0 0 during first 2 Years; 8 0 0 Remainder of Term.
12	13 March 1857 -	Same - -	to	Same - -	Ground and Stable situate in Lower Phillimore Mews, 98 Years.	1 0 0 during first 2 Years; 4 0 0 Remainder of Term.
13	13 July 1857 -	Same - -	to	Thomas Allen -	Ground and House situate in Upper Phillimore Gardens, 97 Years.	1 0 0
14	11 November 1857	Same -	to	James Wild -	Ground and House situate in Phillimore Gardens, 97 Years.	1 0 0
15	12 November 1857	Same - -	to	Same - -	Ground and House situate in Phillimore Gardens, 97 Years.	1 0 0 during First Year; 10 0 0 Remainder of Term.
16	25 February 1858	Same - -	to	Same - -	Ground and Two Stables situate in Upper Phillimore Mews, 96½ Years.	5 0 0
17	16 May 1859 -	Same - -	to	Stephen Bird -	Three Pieces of Ground and Three Houses situate in Campden Hill Road, 96½ Years, at a Rent of 6*l.* each, making together,	18 0 0

Phillimore's Estate Act, 1862.

						£ s. d.
18	17 May 1859 -	Charles Phillimore, on the Nomination of J. G. Davis.	to	Stephen Bird -	Three Pieces of Ground and Three Houses situate in Campden Hill Road, 96½ Years, at a Rent of 6*l.* each, making together	18 0 0
19	18 May 1859 -	Same - -	to	Same - -	Two Pieces of Ground and Two Houses situate in Campden Hill Road, 96½ Years, at a Rent of 12*l.* 10*s.* each, making together	25 0 0
20	19 May 1859 -	Same - -	to	Same - -	Two Pieces of Ground and Two Houses situate in Campden Hill Road, 96½ Years, at a Rent of 12*l.* 10*s.* each, making together	25 0 0
21	20 May 1859 -	Same - -	to	Same -	Two Pieces of Ground and Two Houses situate in Campden Hill Road, 96½ Years, at a Rent of 12*l.* 10*s.* each, making together	25 0 0
22	28 July 1858 -	Same - -	to	James Jordan the younger.	Ground and House situate in Argyll Road, 96 Years.	1 0 0 during First Year; 4 0 0 Remainder of Term.
23	29 July 1858 -	Same - -	to	Same - -	Ground and House situate in Argyll Road, 96 Years.	1 0 0 during First Year; 4 0 0 Remainder of Term.
24	30 July 1858 -	Same - -	to	Same - -	Ground and House situate in Argyll Road, 96 Years.	1 0 0 during First Year; 12 0 0 Remainder of Term.
25	31 July 1858 -	Same - -	to	Same - -	Ground and House situate in Argyll Road, 96 Years.	1 0 0 during First Year; 12 0 0 Remainder of Term.
26	18 August 1858 -	Same - -	to	Thomas Brooks	Ground and House situate in Upper Phillimore Gardens, 96 Years.	2 0 0
27	10 January 1859 -	Same - -	to	George Augustus Elliott.	Ground and House situate in Upper Phillimore Gardens, 96 Years.	1 0 0
28	23 November 1858	Same - -	to	William Yeo -	Ground and House situate in Phillimore Gardens, 96 Years.	1 0 0 during First Year; 10 10 0 Remainder of Term.
29	24 November 1858	Same - -	to	Same - -	Ground and House situate in Phillimore Gardens, 96 Years.	1 0 0 during First Year; 10 10 0 Remainder of Term.
30	18 December 1858	Same - -	to	Henry Burton -	Ground and House situate in Upper Phillimore Gardens, 95½ Years.	13 0 0
31	20 December 1858	Charles Phillimore, on the Nomination of J. G. Davis, and Consent of Henry Burton.	to	H. T. Wells -	Ground and House situate in Upper Phillimore Gardens, 95½ Years.	1 0 0
32	25 January 1859 -	Charles Phillimore, on the Nomination of J. G. Davis, and Consent of James Jordan the younger.	to	John H. Hunter	Ground and House situate in Argyll Road, 95½ Years.	1 0 0

Phillimore's Estate Act, 1862.

						£ s. d.
33	26 January 1859 -	Charles Phillimore, on the Nomination of J. G. Davis.	to	James Jordan the younger.	Ground and House situate in Argyll Road, 95½ Years.	1 0 0 during First Year; 11 0 0 Remainder of Term.
34	27 January 1859 -	Same - -	to	Same - -	Ground and House situate in Argyll Road, 95½ Years.	1 0 0 during First Year; 12 0 0 Remainder of Term.
35	27 July 1859 -	Same - -	to	Henry Burton -	Ground and House situate in Upper Phillimore Gardens, 95 Years.	18 0 0
36	23 May 1859 -	Same - -	to	William Henry Ashurst and another.	Ground and House situate in Upper Phillimore Gardens, 95 Years.	1 0 0
37	20 August 1859 -	Same - -	to	Edward Mansell	Ground and House situate in Upper Phillimore Gardens, 95 Years.	1 0 0
38	22 August 1859 -	Same - -	to	William Pitt Lennox. -	Ground and House situate in Upper Phillimore Gardens, 95 Years.	7 0 0
39	3 March 1860 -	Same - -	to	G. E. Magnus -	Ground and House situate in Phillimore Gardens, 94½ Years.	First Six Months Peppercorn; 20 0 0 Remainder of Term.
40	28 April 1860 -	Same - -	to	Henry Little -	Ground and House situate in Argyll Road, 94 Years.	12 0 0
41	30 April 1860 -	Same - -	to	Same - -	Ground and House situate in Argyll Road, 94 Years.	12 0 0
42	1 May 1860 -	Same - -	to	Same - -	Ground and House situate in Argyll Road, 94 Years.	12 0 0
43	2 May 1860 -	Same - -	to	Same - -	Ground and House situate in Argyll Road, 94 Years.	12 0 0
44	3 May 1860 -	Same - -	to	Same - -	Ground and House situate in Argyll Road, 94 Years.	12 0 0
45	4 May 1860 -	Same - -	to	Same - -	Ground and House situate in Argyll Road, 94 Years.	11 0 0
46	11 July 1860 -	Same - -	to	W. H. Hall -	Ground and House situate in Phillimore Gardens, 94 Years.	1 0 0
47	11 July 1860 -	Same - -	to	W. H. Cullingford.	Ground and House situate in Phillimore Gardens, 94 Years.	13 0 0
48	18 August 1860 -	Same - -	to	Wm. Shaen -	Ground and House situate in Upper Phillimore Gardens, 95 Years.	22 0 0
49	6 August 1860 -	Same - -	to	John Thompson	Ground and House situate in Phillimore Gardens, 94 Years.	1 0 0
50	7 August 1860 -	Same - -	to	Same - -	Ground and House situate in Phillimore Gardens, 94 Years.	1 0 0
51	18 August 1860 -	Same - -	to	Henry Burton -	Ground and House situate in Phillimore Gardens, 94 Years.	28 0 0
52	18 August 1860 -	Same - -	to	C. F. Phelps -	Ground and House situate in Phillimore Gardens, 94 Years.	1 0 0
53	18 August 1860 -	Same - -	to	W. H. Ashurst and another.	Ground and House situate in Phillimore Gardens, 94 Years.	1 0 0
54	13 November 1860	Charles Phillimore on the Nomination of J. G. Davis, and Consent of Jeremiah Little.	to	W. A. Combs -	Ground and House situate in Upper Phillimore Gardens, 94 Years.	1 0 0

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						£ s. d.
55	13 November 1860	Charles Phillimore, on the Nomination of J. G. Davis, and Consent of Jeremiah Little.	to	James Beeby -	Ground and House situate in Argyll Road, 94 Years.	11 0 0
56	13 November 1860	Charles Phillimore, on the Nomination of J. G. Davis, and Consent of Henry Little.	to	Wm. Dufficld -	Ground and House situate in Upper Phillimore Gardens, 94 Years.	1 0 0
57	13 November 1860	Charles Phillimore, on the Nomination of J. G. Davis.	to	C. M. Clode -	Ground and House situate in Phillimore Gardens, 94 Years.	1 0 0
58	21 November 1860	Same - -	to	William Henry Cullingford.	Ground and House situate in Phillimore Gardens, 94 Years.	1 0 0 during First Year; 15 0 0 Remainder of Term.
59	22 November 1860	Same - -	to	Same - -	Ground and House situate in Phillimore Gardens, 94 Years.	1 0 0 during First Year; 15 0 0 Remainder of Term.
60	23 November 1860	Same - -	to	Same - -	Ground and House situate in Phillimore Gardens, 94 Years.	1 0 0 during First Year; 15 0 0 Remainder of Term.
61	24 November 1860	Same - -	to	Same - -	Ground and House situate in Phillimore Gardens, 94 Years.	1 0 0 during First Year; 15 0 0 Remainder of Term.
62	21 February 1861	Charles Phillimore, on the Nomination of J. G. Davis, and Consent of Jeremiah Little.	to	Samuel Read -	Ground and House situate in Argyll Road, 94 Years.	3 0 0 during First Year; 12 0 0 Remainder of Term.
63	11 March 1861 -	Charles Phillimore, on the Nomination of J. G. Davis.	to	V. Holmes -	Ground and House situate in Durham Villas, 93½ Years.	1 0 0
64	12 March 1861 -	Same - -	to	Same - -	Ground and House situate in Durham Villas, 93½ Years.	1 0 0
65	11 March 1861 -	Same - -	to	L. E. Englebach	Ground and House situate in Phillimore Gardens, 94 Years.	1 0 0
66	26 March 1861 -	Same - -	to	H. Little - -	Ground and House situate in Argyll Road, 93 Years.	12 0 0
67	27 March 1861 -	Same - -	to	Same - -	Ground and House situate in Argyll Road, 93 Years.	12 0 0
68	28 March 1861 -	Same - -	to	Same - -	Ground and House situate in Argyll Road, 93 Years.	12 0 0
69	30 March 1861 -	Same - -	to	Same - -	Ground and House situate in Argyll Road, 93 Years.	12 0 0
70	4 April 1861 -	Same - -	to	Same - -	Ground and House situate in Argyll Road, 93 Years.	12 0 0
71	5 April 1861 -	Same - -	to	Same - -	Ground and House situate in Argyll Road, 93 Years.	12 0 0
72	11 May 1861 -	Same - -	to	Henry Burton -	Ground and House situate in Durham Villas, 93 Years.	21 0 0
73	13 May 1861 -	Same - -	to	Same - -	Ground and House situate in Durham Villas, 93 Years.	18 0 0
74	6 June 1861 -	Same - -	to	William Henry Cullingford.	Ground and House situate in Phillimore Gardens, 93 Years.	15 0 0
75	7 June 1861 -	Same - -	to	Same - -	Ground and House situate in Phillimore Gardens, 93 Years.	15 0 0
76	8 June 1861 -	Same - -	to	Same - -	Ground and House situate in Phillimore Gardens, 93 Years.	10 0 0

						£	s.	d.
77	7 June 1861 -	Charles Phillimore, on the Nomination of J. G. Davis.	to	John Kingham Reeves.	Ground and House situate in Durham Villas, 93 Years.	1	0	0
78	8 June 1861 -	Same - -	to	Same - -	Ground and House situate in Durham Villas, 93 Years.	1	0	0
79	11 July 1861 -	Same - -	to	Henry Burton -	Ground and House situate in Upper Phillimore Gardens, 93 Years.	21	0	0
80	12 July 1861 -	Same - -	to	Same - -	Ground and House situate in Upper Phillimore Gardens, 93 Years.	18	0	0
81	12 July 1861 -	Charles Phillimore, on the Nomination of J. G. Davis, and Consent of Jeremiah Little.	to	Octavius George Perrott.	Ground and House situate in Argyll Road, 93 Years.	12	0	0
82	8 August 1861 -	Charles Phillimore, on the Nomination of J. G. Davis.	to	George E. Magnus.	Ground and House situate in Phillimore Gardens, 93 Years.	20	0	0
83	7 August 1861 -	Charles Phillimore, on the Nomination of J. G. Davis, and Consent of Chas. Fred. Phelps.	to	William Hay -	Ground and House situate in Essex Villas, 93 Years.	1	0	0
84	8 August 1861 -	Same - -	to	Same - -	Ground and House situate in Essex Villas, 93 Years.	1	0	0
85	20 August 1861 -	Charles Phillimore, on the Nomination of J. G. Davis.	to	Jeremiah Little -	Ground and House situate in Argyll Road, 93 Years.	12	0	0
86	21 August 1861 -	Same - -	to	Same - -	Ground and House situate in Argyll Road, 93 Years.	12	0	0
87	22 August 1861 -	Same - -	to	Same - -	Ground and House situate in Argyll Road, 93 Years.	12	0	0
88	23 August 1861 -	Same - -	to	Same - -	Ground and House situate in Argyll Road, 93 Years.	12	0	0
89	24 August 1861 -	Same - -	to	Same - -	Ground and House situate in Argyll Road, 93 Years.	12	0	0
90	26 August 1861 -	Same - -	to	Same - -	Ground and House situate in Argyll Road, 93 Years.	12	0	0
91	27 August 1861 -	Same - -	to	Same - -	Ground and House situate in Argyll Road, 93 Years.	12	0	0
92	20 August 1861 -	Charles Phillimore, on the Nomination of J. G. Davis, and Consent of Henry Little.	to	Jane Emma Streatfeild.	Ground and House situate in Argyll Road, 93 Years.	12	0	0
93	11 November 1861	Charles Phillimore, on the Nomination of J. G. Davis.	to	Charles Edward Smith.	Ground and House situate in Essex Villas, 92½ Years.	1	0	0
94	12 November 1861	Same - -	to	Same - -	Ground and House situate in Essex Villas, 92½ Years.	1	0	0
95	13 November 1861	Same - -	to	Same - -	Ground and House situate in Essex Villas, 92½ Years.	1	0	0
96	14 November 1861	Charles Phillimore, on the Nomination of J. G. Davis, and Consent of Chas. Fred. Phelps.	to	Same - -	Ground and House situate in Essex Villas, 92½ Years.	1	0	0
97	14 November 1861	Charles Phillimore, on the Nomination of J. G. Davis.	to	Henry Winnock Hayward.	Ground and House situate in Durham Villas, 93 Years	1	0	0

Phillimore's Estate Act, 1862.

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98	20 December 1861	Charles Phillimore, on the Nomination of J. G. Davis.	to	Henry Burton -	Ground and House situate in Phillimore Gardens, 92½ Years.	2 0 0
99	21 December 1861	Same - -	to	Same - -	Ground and House situate in Phillimore Gardens, 92½ Years.	20 0 0
100	6 December 1861	Same - -	to	George Eugene Magnus.	Ground and House situate in Phillimore Gardens, 93 Years.	21 0 0
101	7 December 1861	Same - -	to	Same - -	Ground and Building situate in Phillimore Mews, 93 Years.	1 0 0
102	22 January 1862 -	Same - -	to	Charles Edward Smith.	Ground and House situate in Essex Villas, 92½ Years.	1 0 0
103	23 January 1862 -	Same - -	to	Same - -	Ground and House situate in Essex Villas, 92½ Years.	1 0 0
104	24 January 1862 -	Same - -	to	Henry Little -	Ground and House situate in Argyll Road, 92½ Years.	1 0 0
105	25 January 1862 -	Same - -	to	Same - -	Ground and House situate in Argyll Road, 92½ Years.	1 0 0
106	27 January 1862 -	Same - -	to	Same - -	Ground and House situate in Argyll Road, 92½ Years.	1 0 0
107	28 January 1862 -	Same - -	to	Same - -	Ground and House situate in Argyll Road, 92½ Years.	12 0 0
108	29 January 1862 -	Same - -	to	Same - -	Ground and House situate in Argyll Road, 92½ Years.	12 0 0
109	30 January 1862 -	Same - -	to	Same - -	Ground and House situate in Argyll Road, 92½ Years.	12 0 0
110	29 January 1862 -	Same - -	to	George Eugene Magnus.	Ground and House situate in Phillimore Gardens, 93 Years.	21 0 0
111	30 January 1862 -	Same - -	to	Same - -	Ground and House situate in Phillimore Gardens, 93 Years.	5 0 0
112	30 January 1862 -	Same - -	to	James Staats Forbes.	Ground and House situate in Phillimore Gardens, 92½ Years.	1 0 0

Alfred Groom.

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