ANNO DECIMO QUARTO & DECIMO QUINTO

VICTORIÆ REGINÆ.

Cap. 7.

An Act to confirm a certain Contract for granting Leases made and entered into by the Honourable *Arthur Upton* of Part of the Lands and Hereditaments comprised in the Will of the Honourable *Fulk Greville Howard* deceased, situate at *Kilburn* in the County of *Middlesex*; and to alter and enlarge the Power of granting Building Leases contained in the same Will; and for other Purposes relating thereto.

[24th *July* 1851.]

WHEREAS the Honourable *Fulk Greville Howard*, late of *Castle Rising* in the County of *Norfolk*, deceased, by his last Will and Testament in Writing, bearing Date the Second Day of *June* One thousand eight hundred and forty-two, and duly executed and attested, after appointing certain Manors or reputed Manors, Advowsons, Capital and other Messuages, Farms, Lands, Tenements, and Hereditaments in the County of *Westmoreland*, in the Manner therein expressed, gave and devised all the Messuages, Lands, Tenements, and Hereditaments situate at *Kilburn* in the County of *Middlesex* to which he

he then was or might thereafter be entitled, or over which he then had or might thereafter have any disposing Power, with their respective Appurtenances, to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, and Declarations therein-after declared and contained of and concerning the same; (that is to say,) to the Use of his Nephew the Honourable *Arthur Upton*, therein-before described as the Third Son of the Right Honourable *John Henry* Viscount *Templetown*, and his Assigns during his Life, without Impeachment of Waste; and after the Determination of that Estate by any Means in his Lifetime, to the Use of the Honourable *George Matthew Fortescue* and the Honourable *James Stuart Wortley* (Third Son of the Right Honourable Lord *Wharncliffe*), and their Heirs, during the Life of the said *Arthur Upton*, upon trust to preserve the contingent Uses and Estates therein-after limited from being defeated or destroyed, and for that Purpose to make Entries and bring Actions as Occasion should require, but nevertheless to permit and suffer the said *Arthur Upton*, and his Assigns during his Life, to receive the Rents, Issues, and Profits of the same Premises for his and their own Use; and after the Decease of the said *Arthur Upton*, to the Use of the first and other Sons of him the said *Arthur Upton*, successively and in remainder One after another according to Seniority, and the Heirs Male of their respective Bodies; and for default of such Issue, to the Use of his (the said Testator's) Nephew the Honourable *George Frederick Upton* (therein-before described as the Second Son of the said *John Henry* Viscount *Templetown*), and his Assigns during his Life, without Impeachment of Waste; and after the Determination of that Estate by any means in his Lifetime, to the Use of the said *George Matthew Fortescue* and *James Stuart Wortley*, and their Heirs, during the Life of the said *George Frederick Upton*, upon trust by the Ways and Means aforesaid to preserve the contingent Uses and Estates therein-after limited from being defeated or destroyed, but nevertheless to permit and suffer the said *George Frederick Upton*, and his Assigns during his Life, to receive the Rents, Issues, and Profits of the said Premises for his and their own Use; and after the Decease of the said *George Frederick Upton*, to the Use of the first and other Sons of him the said *George Frederick Upton*, severally, successively, and in remainder One after another according to Seniority, and the Heirs Male of their respective Bodies; and for default of such Issue to the Use of *Charles Bagot* (Son of Sir *Charles Bagot* deceased, and in the said Will designated as *Charles Bagot* the elder), and his Assigns during his Life, without Impeachment of Waste; and after the Determination of that Estate by any means in his Lifetime, to the Use of the said *George Matthew Fortescue* and *James Stuart Wortley*, and their Heirs, during the Life of the said *Charles Bagot* the elder, upon trust by the Ways and Means aforesaid to preserve the contingent Uses and Estates therein-after limited from being defeated or destroyed, but nevertheless to permit and suffer the said *Charles Bagot* the elder, and his Assigns during his Life, to receive the

the Rents, Issues, and Profits of the same Premises for his and their own Use; and after the Decease of the said *Charles Bagot* the elder, to the Use of the first and other Sons of him the said *Charles Bagot* the elder, severally, successively, and in remainder One after another according to Seniority, and the Heirs Male of their respective Bodies; and for default of such Issue, to the Use of *Henry Bagot*, in the said Will called Captain *Harry Bagot*, (Son of the Right Reverend *Richard* then Lord Bishop of *Oxford*,) and his Assigns during his Life, without Impeachment of Waste; and after the Determination of that Estate by any means in his Lifetime, to the Use of the said *George Matthew Fortescue* and *James Stuart Wortley*, and their Heirs, during the Life of the said *Henry Bagot*, upon trust by the Ways and Means aforesaid to preserve the contingent Uses and Estates therein-after limited from being defeated or destroyed, but nevertheless to permit and suffer the said *Henry Bagot*, and his Assigns during his Life, to receive the Rents, Issues, and Profits of the same Premises for his and their own Use; and from and after the Decease of the said *Henry Bagot*, to the Use of the first and other Sons of him the said *Henry Bagot*, severally and successively and in remainder One after another according to Seniority, and the Heirs Male of their respective Bodies; and for default of such Issue, to the Use of the Reverend *Lewis Francis Bagot*, in the said Will called *Lewis Bagot*, (Fourth Son of the said *Richard* then Bishop of *Oxford*,) and his Assigns during his Life, without Impeachment of Waste; and after the Determination of that Estate by any means in his Lifetime, to the Use of the said *George Matthew Fortescue* and *James Stuart Wortley*, and their Heirs, during the Life of the said *Lewis Francis Bagot*, upon trust by the Ways and Means aforesaid to preserve the contingent Uses and Estates therein-after limited from being defeated or destroyed, but nevertheless to permit and suffer the said *Lewis Francis Bagot*, and his Assigns during his Life, to receive the Rents, Issues, and Profits of the same Premises for his and their own Use; and after the Decease of the said *Lewis Francis Bagot*, to the Use of the first and other Sons of him the said *Lewis Francis Bagot*, severally, successively, and in remainder One after another according to Seniority, and the Heirs Male of their respective Bodies; and for default of such Issue, to the Use of the Reverend *Charles Walter Bagot*, in the said Will called *Charles Bagot*, Third Son of the said *Richard* then Bishop of *Oxford* (and in the said Will designated as *Charles Bagot* the younger), and his Assigns during his Life, without Impeachment of Waste; and after the Determination of that Estate by any means in his Lifetime, to the Use of the said *George Matthew Fortescue* and *James Stuart Wortley*, and their Heirs, during the Life of the said *Charles Walter Bagot*, upon trust by the Ways and Means aforesaid to preserve the contingent Uses and Estates therein-after limited from being defeated or destroyed, but nevertheless to permit and suffer the said *Charles Walter Bagot*, and his Assigns during his Life, to receive the Rents, Issues, and

Profits

Profits of the same Premises for his and their own Use; and after the Decease of the said *Charles Walter Bagot*, to the Use of the first and other Sons of him the said *Charles Walter Bagot*, severally and successively and in remainder One after another according to Seniority, and the Heirs Male of their respective Bodies; and for default of such Issue, to the Use of *George Bagot* (Son of the said *Richard* then Bishop of *Oxford*), and his Assigns during his Life, without Impeachment of Waste; and after the Determination of that Estate by any means in his Lifetime, to the Use of the said *George Matthew Fortescue* and *James Stuart Wortley*, and their Heirs, during the Life of the said *George Bagot*, upon trust by the Ways and Means aforesaid to preserve the contingent Uses and Estates therein-after limited from being defeated or destroyed, but nevertheless to permit and suffer the said *George Bagot*, and his Assigns during his Life, to receive the Rents, Issues, and Profits of the same Premises for his and their own Use; and after the Decease of the said *George Bagot*, to the Use of the First and other Sons of him the said *George Bagot*, severally, successively, and in remainder One after another according to Seniority, and the Heirs Male of their respective Bodies; and for default of such Issue, to the Use of his (the said Testator's) own right Heirs for ever; and after devising certain Hereditaments in the Counties of *Stafford*, *Surrey*, and *Norfolk* in manner in the said Will expressed, and empowering the respective Tenants for Life of the said Manors, Hereditaments, and Premises in the County of *Westmoreland* to grant and limit certain Rentcharges by way of Jointure to any Woman or Women whom they might respectively marry, and to charge certain gross Sums of Money on the same Manors, Hereditaments, and Premises for the Portions of younger Children, the said Testator by his said Will declared, that if at any Time or Times thereafter, upon any Event or Events or by any Means whatsoever, the Family Estates of the said *John Henry* Viscount *Templetown* in the Counties of *Antrim* and *Monaghan* in *Ireland*, or any of the said Estates, or any Part or Parts thereof, (the same being at the least equal in Value to the said Manors, Hereditaments, and Premises in the Counties of *Westmoreland* and *Middlesex*, after allowing for such Incumbrances as might affect the same Estates and Premises respectively,) should come to or devolve upon either of them the said *George Frederick Upton* and *Arthur Upton* for an Estate for his Life, or any other Estate of Freehold or Inheritance in possession, or to or upon the first or any other Son of either of them the said *George Frederick Upton* and *Arthur Upton*, or any Issue Male of any such Son, for an Estate in Tail Male, or any other Estate of Inheritance in possession, so that the Person acquiring any such Estate as aforesaid should be entitled in respect thereof to the actual Possession or the Receipt of the Rents, Issues, and Profits of the Premises therein comprised, then and in every such Case, and so often as the same should happen, the Uses or Estates for Life or in Tail Male (as the Case might be), therein-before limited or appointed of or in the same Manors and

Upton's Estate.

Premises in the Counties of *Westmoreland* and *Middlesex* respectively, to or for the Benefit of the Person acquiring such Estate as aforesaid in the said Family Estates or Estate, or such Part or Parts thereof as aforesaid, and all Powers annexed to the same Uses and Estates respectively, but not any Uses, Estates, or Charges which should have been limited or created in exercise of such Powers or any of them, except as therein-after provided, should cease and determine; and the said Testator thereby further declared, that after the Cesser or Determination of any Uses or Estates for Life of or in the said Manors, Hereditaments, and Premises in the Counties of *Westmoreland* and *Middlesex* respectively, or any of them, under the Proviso lastly therein-before contained, and during the Residue of the Life of the Person who should have been entitled as a Tenant for Life to the same Uses or Estates respectively, the said *George Matthew Fortescue* and *James Stuart Wortley*, and their Heirs, (but subject and without Prejudice to the Uses and Estates preceding the Uses or Estates so ceasing or determining as aforesaid, and to the Powers annexed to such preceding Uses and Estates respectively, and all Uses, Estates, and Charges which should be limited or created in exercise of such Powers or any of them,) should receive the Rents, Issues, and Profits of the same Manors, Hereditaments, and Premises respectively, and pay and apply the same to or for the Benefit of the Person or Persons (other than and except the eldest or only Son, or other Son, or other Issue Male of the said Tenant for Life, for the Time being entitled, by virtue of the said Will, in remainder immediately expectant upon the Decease of the said Tenant for Life, to the same Manors, Hereditaments, and Premises respectively,) to whom or for whose Benefit the same Rents, Issues, and Profits would be payable or applicable by virtue of the said Will in case the said Tenant for Life were then actually dead, so that from and immediately after such Cesser or Determination as aforesaid, and during the Residue of the Life of the Person who should have been entitled as such Tenant for Life as aforesaid, the Issue Male (if any) of the said Tenant for Life (other than and except his eldest or only Son or other Issue Male for the Time being entitled in remainder immediately expectant upon his Decease as aforesaid) might be entitled to the Rents, Issues, and Profits of the last-mentioned Manors, Hereditaments, and Premises respectively, in such and the same Manner as if the said Tenant for Life were then actually dead, and his eldest or only Son or other Issue Male for the Time being entitled in remainder immediately expectant upon his Decease as aforesaid were also then actually dead without Issue Male, and so that in default of any Issue Male whatever of the said Tenant for Life, or of any such Issue Male other than and except his eldest or only Son or other Issue Male for the Time being entitled in remainder immediately expectant upon his Decease, as aforesaid, then during the Vacancy or Contingency of any such Issue Male, other than and except the said eldest or only Son or Issue Male for the Time being entitled as aforesaid,

the Person or Persons for the Time being entitled by virtue of the said Will to the first vested Estate in remainder in the same Manors, Hereditaments, and Premises expectant upon the Decease of the said Tenant for Life, and the Failure of Issue Male of his Body, might be entitled to the said Rents, Issues, and Profits, in such and the same Manner as if the said Tenant for Life were then actually dead without Issue Male, but without any Exclusion of or Prejudice to the Estate, Interest, or Right of any Issue Male of the said Tenant for Life other than and except the eldest or only Son or other Issue Male for the Time being entitled as aforesaid who should afterwards come into existence, and only until the Birth of such Issue Male respectively; and the said Testator thereby further declared, that after the Cesser or Determination of any Uses or Estates in Tail Male in the said Manors, Hereditaments, and Premises in the Counties of *Westmoreland* and *Middlesex* respectively, or any of them, under the Proviso lastly therein-before contained, the same Manor, Hereditaments, and Premises (but subject and without Prejudice to the Uses and Estates preceding the Uses or Estates so ceasing or determining as aforesaid, and the Powers annexed to such preceding Uses and Estates, and all Uses, Estates, and Charges which should be limited or created in exercise of such Powers respectively,) should go and remain to the Use of such Person or Persons as by virtue of the said Will would then be entitled to the same respectively as the Person or Persons next in remainder, in case the Person who should have been entitled as Tenant in Tail Male to the Uses or Estates so ceasing or determining as aforesaid were then actually dead without Issue Male; and after making certain Provisions for the total or partial Cesser, in certain Events, of any Rent-charge that might have been granted or limited under the Power of jointuring in the said Will before contained, and of all Powers and Remedies and Term and Terms of Years which should have been limited or appointed for securing Payment of the same, and for the total or partial Cesser, in certain Events, of any Charge which might have been made under the Power of charging for the Portions of younger Children in the said Will before contained (except as to any Sum or Sums of Money or Interest which should have been actually raised and paid), and all Powers and Remedies and Term and Terms of Years which should have been limited or created for securing the Payment thereof (but subject and without Prejudice to any Disposition or Dispositions which should have been actually made under the Trusts of such Term or Terms), should absolutely cease and determine; and in the said Will were contained Powers of leasing in the Words following; (that is to say,) "Provided always, and I hereby declare, that it shall be lawful "for the said several Persons hereby made Tenants for Life of the said "Manors, Hereditaments, and Premises in the Counties of *Westmoreland* "and *Middlesex*, *Stafford*, *Surrey*, and *Norfolk* respectively, as and when "by virtue of this my Will they shall successively and respectively be "entitled to the actual Possession or the Receipt of the Rents, Issues,

" and Profits of the same Premises respectively, and also for the said " *George Matthew Fortescue* and *James Stuart Wortley*, and the " Survivor of them, and the Executors or Administrators of such " Survivor, during the Minority or respective Minorities of any Person " or Persons who by virtue of this my Will shall for the Time being be " entitled to the actual Possession or the Receipt of the Rents, Issues, " and Profits of the same Premises respectively, from Time to Time or " at any Time or Times, by any Indenture or Indentures, to be sealed " and delivered by him, her, or them respectively in the Presence of " and to be attested by Two or more credible Witnesses, to limit or " appoint by way of Lease all or any Part or Parts of the same Premises " respectively (except the Mansion House and Park at *Levens* in the " County of *Westmoreland*, and the Lands now occupied therewith,) to " any Person or Persons, for any Term or Number of Number of Years " absolute, not exceeding Twenty-one Years, to take effect in possession, " and not in reversion or by way of future Interest, so as there be " reserved in every such Lease the best or most improved yearly Rent " or Rents, to be incident to the immediate Reversion of the Premises " therein comprised, that can reasonably be obtained, without taking any " Fine, Premium, or Foregift, or anything in the Nature of a Fine, " Premium, or Foregift, for the making thereof, and so as there be " contained in every such Lease a Covenant for Payment of the Rent " or Rents thereby reserved, and all such other Covenants as, either with " or without Reference to any Lease or Leases which may have been " already granted of any Part or Parts of the same Premises respectively, " may be deemed suitable and proper, and also a Condition of Re-entry " for Nonpayment of the Rent or Rents thereby reserved, and so as a " Counterpart of every such Lease be at the same Time executed by the " Lessee or Appointee, or Lessees or Appointees respectively, and so as " he or they be not by any Clause or Words made dispunishable for " Waste: Provided also, and I hereby further declare, that it shall be " lawful for the said several Persons hereby made Tenants for Life of " the said Manors, Hereditaments, and Premises in the Counties of " *Westmoreland* and *Middlesex* respectively, as and when by virtue of " this my Will they shall successively and respectively be entitled to " the actual Possession or the Receipts of the Rents, Issues, and " Profits of the same Premises respectively, and also for the said " *George Matthew Fortescue* and *James Stuart Wortley*, and the " Survivor of them, and the Executors or Administrators of such " Survivor, during the Minority of any Person or Persons who by virtue " of this my Will shall for the Time being be entitled to the actual " Possession or the Receipt of the Rents, Issues, and Profits of the " same Premises respectively, from Time to Time, or at any One Time " or Times, by any Indenture or Indentures, to be sealed and delivered " by him or them respectively in the Presence of and to be attested " by Two or more credible Witnesses, to limit or appoint by way of

" Lease

" Lease any Part or Parts of the same Premises respectively (except " the said Mansion House and Park at *Levens* aforesaid, and the " Lands now occupied therewith,) to any Person or Persons who shall be " willing to take the same for the Purposes of building or erecting " thereon any new House or Building or Houses or Buildings, or of " rebuilding or repairing any House or Building or Houses or Build- " ings which now is or are or may hereafter be upon the same Premises " respectively, or any Part or Parts thereof, for any Term or Number " of Years not exceeding Sixty-one Years in the Case of the said Pre- " mises in the County of *Westmoreland*, and not exceeding Ninety-nine " Years in the Case of the said Premises in the County of *Middlesex*, " but every such Term to take effect in possession, and not in reversion " or by way of future Interest, so as there be reserved in every such " Lease the best or most improved yearly Rent or Rents, to be payable " at the furthest at the End of the first Two Years of the Term thereby " created, and to be incident to the immediate Reversion of the Premises " therein comprised, that can reasonably be obtained, without taking any " Fine, Premium, or Foregift, or anything in the Nature of a Fine, " Premium, or Foregift, for the making thereof, and so as there be con- " tained in every such Lease a Covenant for Payment of the Rent or " Rents thereby reserved, and also Covenants for building and erecting, " or rebuilding or repairing, such House or Building or Houses or " Buildings as aforesaid, according to the Purpose for which such Lease " shall be made, and for keeping the same House or Building or " Houses or Buildings in good and sufficient Repair during the Term " thereby created, and all such other Covenants as, either with or without " Reference to any Lease or Leases which may have been already " granted of any other Part or Parts of the same Premises respectively, " shall be deemed suitable and proper, and also a Condition for Re-entry " for Nonpayment of the Rent or Rents thereby reserved, and so as a " Counterpart of every such Lease be at the same Time executed by " the Lessee or Appointee, or Lessees or Appointees respectively, and so " as he or they be not by any Clause or Words made dispunishable " for Waste, except so far as the Nature of the Case may require, and so " as in every such Lease and in the Counterpart thereof there be drawn " in the Margin of the same respectively, or by way of Schedule thereto, " a Plan of the Ground therein comprised, together with an Elevation " and Ground Plan of the House or Building or Houses and Buildings " erected or to be erected thereon; and I hereby declare it to be my " Wish (though I do not intend such Wish to be imperative, or to be " regarded as a positive Direction or Obligation,) that as regards the " Buildings to be erected on any Part or Parts of the same Premises in " the County of *Middlesex* the Plan I have hitherto adopted of detached " Cottages or Two adjoining Cottages, and not more, with suitable " Garden, shall be pursued as nearly as may be, and that no Manu- " factory, Shop, or other Building for carrying on any Trade or Business

" shall

" shall be permitted on any Part of the last-mentioned Premises, except " for a Public House or Livery Stable, when required for the Con- " venience of the Inhabitants;" and the said Testator appointed his Wife the Honourable *Mary Howard*, the Honourable *Henry Montagu Upton*, now *Henry Montagu* Viscount *Templetown*, and the Reverend *William Legge*, Executrix and Executors of his said Will: And whereas the said Testator made and executed a Codicil to his said Will, bearing Date the Twenty-third Day of *February* One thousand eight hundred and forty-six, but he did not thereby revoke or in any Manner alter the Limitations contained in his said Will of his said Messuages, Lands, Tenements, and Hereditaments in the County of *Middlesex*, or any of the aforesaid Powers or Provisoes in the same Will contained, relating to or affecting the same Messuages, Lands, Tenements, and Hereditaments: And whereas the said *Fulk Greville Howard* departed this Life on or about the Fourth Day of *March* One thousand eight hundred and forty-six, without having revoked or altered his said Will, otherwise than as the same was altered by the said Codicil, and the same Will and Codicil were, on or about the Eighth Day of *June* One thousand eight hundred and forty-six, duly proved in the Prerogative Court of the Archbishop of *Canterbury* by the said *Mary Howard*, *Henry Montagu Upton* (now Viscount *Templetown*), and *William Legge*: And whereas the said *Arthur Upton* has never been married; and the said *George Frederick Upton* intermarried with *Susan Mary Arabella Woodford* on or about the Sixth Day of the Month of *February* One thousand eight hundred and fifty, but there hath been no Issue Male of the said Marriage; and the said *Charles Bagot* intermarried with *Sophia Louisa Percy* on or about the Seventh Day of *July* One thousand eight hundred and forty-six, but there hath been no Issue Male of the said last-mentioned Marriage; and the said *Henry Bagot* intermarried with *Frederica Wilhelmina Bagot* on or about the Seventeenth Day of *November* One thousand eight hundred and forty-six, and there hath been Issue Male of such Marriage One Son, and no more, namely, *Arthur Greville Bagot*, who, under the Limitations contained in the said Will, is entitled to a vested Estate in Tail Male in remainder expectant on the respective Deceases of the said *Arthur Upton*, *George Frederick Upton*, and *Charles Bagot* of and in the said Messuages, Lands, Tenements, and Hereditaments in the County of *Middlesex*, subject to the said several intermediate and successive contingent Limitations in Tail Male to the First and other Sons of the said *Arthur Upton*, *George Frederick Upton*, and *Charles Bagot* respectively; and the said *Lewis Francis Bagot* intermarried with *Catherine Boscawen* on or about the Thirteenth Day of *June* One thousand eight hundred and forty-eight, but there hath been no Issue Male of the said Marriage; and the said *Charles Walter Bagot* intermarried with *Mary Chester* Spinster on the Eighteenth Day of *February* One thousand eight hundred and forty-six, and there hath been Issue Male of such Marriage Two Sons only, that is to say, *Lewis Richard Charles Bagot*, born on or about

about the Second Day of *December* One thousand eight hundred and forty-six, and *Ernest Alfred John Bagot*, born on or about the Thirtieth Day of *March* One thousand eight hundred and forty-eight; and the said *George Bagot* is unmarried: And whereas the said Testator left surviving him the said *John Henry* Viscount *Templetown*, his eldest Brother and Heir-at-Law, who made no testamentary Disposition affecting the Estates which formerly belonged to the said Testator, and died in or about the Month of *September* One thousand eight hundred and forty-six, leaving the said *Henry Montagu*, now Viscount *Templetown*, his eldest Son and Heir-at-Law, and also Heir-at-Law of the said Testator, him surviving: And whereas the said *Arthur Upton*, upon the Decease of the said *Fulk Greville Howard*, entered into the Possession or Receipt of the Rents, Issues, and Profits of the said Messuages, Lands, Tenements, and Hereditaments in the County of *Middlesex*, so devised to him for Life as aforesaid, and he hath since continued and now is in such Possession or Receipt: And whereas by certain Articles of Agreement bearing Date the Nineteenth Day of *February* One thousand eight hundred and fifty-one, and made or expressed to be made between the said *Arthur Upton* of the One Part, *George Duncan* of No. 21, *Grove End Road*, *Saint John's Wood*, in the Parish of *Saint Marylebone*, in the County of *Middlesex*, Gentleman, of the other Part, the said *Arthur Upton*, for himself, his Heirs, Executors, Administrators, and Assigns, in consideration of the Rent, Covenants, Conditions, and Agreements hereinafter mentioned, did agree with the said *George Duncan*, his Executors, Administrators, and Assigns, to demise and lease, in the Manner hereinafter mentioned, all that Piece or Parcel of Land or Ground situate at *Kilburn* in the Parish of *Saint John Hampstead* in the County of *Middlesex*, containing by Admeasurement Fifteen Acres Two Roods and Thirty Perches, or thereabouts, be the same little more or less, bounded on the South or South-eastward by the *London and North-western* Railway, on the East by Land belonging to Colonel *Henry Samuel Eyre*, on the North partly by Land belonging to Sir *Thomas Maryon Wilson* and partly by another Piece of Land belonging to the said *Arthur Upton*, and on the West partly by *West End Lane*, and on other Part of the West by other Lands belonging to the said *Arthur Upton*, and leased to several Persons, and by the public Sewer separating the said Piece or Parcel of Land from Garden Ground belonging to the *London and North-western* Railway Company and other Owners, (which said Piece or Parcel of Land is shown on the Plan annexed to the Articles of Agreement now in recital, and is thereon coloured partly Red and partly Yellow, and forms Part of the said Lands and Hereditaments at *Kilburn* in the County of *Middlesex* so devised by the said Will of the said *Fulk Greville Howard* to the Use of the said *Arthur Upton*, and his Assigns during his Life, with divers Remainders over, as herein-before is mentioned,) to hold the same for the Term of Ninety-nine Years from the Twenty-fifth Day of *December* then last past, at the Rent of a Peppercorn until the Act of

Parliament therein-after mentioned, and which was then intended to be applied for, (meaning thereby this Act,) should have been passed, at the yearly Rent of One hundred Pounds for the First Year thereafter, Two hundred Pounds for the Second Year, Three hundred Pounds for the Third Year, Four hundred Pounds for the Fourth Year, Five hundred Pounds for the Fifth Year, and Six hundred Pounds for the Sixth Year, and every succeeding Year during the said Term of Ninety-nine Years, and to be payable and paid quarterly, free from all Deduction on account of Sewer or Highway Rates or any other Deductions whatsoever; and the said *Arthur Upton* thereby agreed to make, within Three Months from the Date of the said Articles, at his own Expense, and with good and proper Materials of all Kinds, a Road sufficient for the passing of Carts and Waggons with Horses from *Carlton Place*, *Carlton Road*, over his (the said *Arthur Upton*'s) Land in *Greville Place* in the Parish of *Saint Marylebone*, and over the *Hilly Field* at the Rear of the Houses on the North Side of *Greville Place*, where an intended new Road was then marked out, to the present Road leading from the Turnpike Gate in the *Edgeware Road* called *Kilburn Gate* to the Bridge over the *North-western* Railway into the Piece or Parcel of Ground by the Articles now in recital agreed to be demised, such Road so to be made by the said *Arthur Upton* as aforesaid to be as far as practicable, and the then existing Interests of the Lessees of the said *Arthur Upton* would admit of, of the Width of Forty Feet at the least, and fully to complete and finish the same Road, with proper Footpaths of the Width of Six Feet at the Sides, within Twelve Months from the Date of the same Articles of Agreement, and to keep the same in proper Order and Condition until the same should be taken to by the Parishes or other public Authorities, and also within the Period of Six Months to make up and complete the said Road from the *Edgeware Road* to the said Bridge over the Railway, with proper Footpaths of the Width of Six Feet at the Sides, the said Road and such last-mentioned Road to be widened opposite the Houses abutting on the same Road, and known as *Springfield Villas*, so as to be of the Width of Forty Feet (including the Roadway and Footpaths) at the least; and that the said *George Duncan*, his Executors, Administrators, and Assigns, and all other Persons, Tenants or Occupiers of any House or Houses to be built on the said Ground thereby agreed to be demised, and their Workmen, Servants, and others, should have full and free Right of Way and Usage of, over, upon, and through such Roads, with Carts, Carriages, Horses, or without, at all Times in the Day or Night; and the said *Arthur Upton* thereby further agreed, that when and so soon as any Two of the several Messuages or Tenements therein-after mentioned should be from Time to Time built and covered in, and the several Boundary Walls of the same from Time to Time formed, as therein-after mentioned, to the Approbation of the Surveyor of the said *Arthur Upton*, or other the Person or Persons for the Time being entitled under the said Will of the said *Fulk Greville Howard*

Howard deceased to grant Building Leases of the said Piece or Parcel of Ground agreed to be leased, then he the said *Arthur Upton*, or such Person or Persons entitled as aforesaid, at the Request of the said *George Duncan*, his Executors, Administrators, or Assigns, should and would from Time to Time grant and demise unto the said *George Duncan*, his Executors, Administrators, and Assigns, or to such other Person or Persons as he or they should nominate or appoint, by good and valid separate or distinct Indentures of Lease, to be severally prepared by the Solicitor of the said *Arthur Upton* or such other Person or Persons entitled as aforesaid, at the Costs and Charges of the said *George Duncan*, his Executors, Administrators, or Assigns, or of the Party to whom such Lease should be granted, each or any Two such Messuages or Tenements, with the Ground, Outbuildings, and Appurtenances thereunto respectively attached or belonging, for the said Term of Ninety-nine Years, or so much thereof as should be to come and unexpired, at apportioned Rents, in such Manner as the said *George Duncan*, his Executors, Administrators, or Assigns, should require, but so nevertheless that such apportioned Rents should not be less than One Pound on each House, or at the Rate of One Pound on each House when Two Houses were included in One Lease, and should not exceed One Sixth of the annual Value or Rackrent of any House, or of the aggregate annual Value or Rackrent of any Two Houses when Two were included in One Lease, such annual Value or Rackrent to be ascertained by the Surveyor of the said *Arthur Upton* or such other the Person or Persons entitled as aforesaid, and the said Rents to be paid quarterly on the Twenty-fifth Day of *March*, the Twenty-fourth Day of *June*, the Twenty-ninth Day of *September*, and the Twenty-fifth Day of *December*, clear of the Sewers Rate, and all other Taxes, Rates, Assessments, and Impositions whatsoever, parliamentary, parochial, or otherwise, which the said Premises were or might thereafter be liable to, and every such Lease to be granted as aforesaid to contain the several Covenants and Provisoes therein-after mentioned; and the said *George Duncan*, for the Consideration aforesaid, did by the Articles of Agreement now in recital, for himself, his Heirs, Executors, Administrators, and Assigns, covenant, promise, and agree with and to the said *Arthur Upton*, his Heirs and Assigns, in manner following; (that is to say,) that he the said *George Duncan*, his Executors, Administrators, or Assigns, should and would, at his and their own proper Costs and Charges, under the Inspection and to the Approbation of the Surveyor for the Time being of the said *Arthur Upton*, or such other Person or Persons entitled to grant Building Leases as aforesaid, form such Roads or Ways as the said *George Duncan*, his Executors, Administrators, or Assigns, might deem advisable, but nevertheless, as to the Form and Situation of the same Roads or Ways, to the Satisfaction of the said *Arthur Upton*, or such other Person or Persons as aforesaid, or his or their Surveyor for the Time being, and put and place therein such Sewers and Drains as might be requisite or sanctioned by the Commissioners

Commissioners of Sewers in the Front of the said Houses as they were erected and built, so that the said Roads might be formed, and Sewers made in front of or appertaining to each House, before any Lease or Leases was or were granted of such House or Houses as aforesaid; but the said *George Duncan*, his Executors, Administrators, or Assigns, should be at liberty to vary the Position of the same Roads at any Time thereafter, on obtaining the Consent in Writing of the said *Arthur Upton*, or such other Person or Persons entitled to grant Building Leases as aforesaid, or his or their Surveyor for the Time being; and it was by the said Articles further agreed as follows; (that is to say,) that the said *George Duncan* should be at liberty, at his own Costs and Charges, if Permission could be obtained for that Purpose from the *North-western* Railway Company, at any Time thereafter to widen the Bridge over the Railway therein-before referred to (*viz.*, the *London and North-western* Railway,) Ten Feet at the least, or to pull down the said Bridge, and build or erect another Bridge on the Site thereof; that the said *George Duncan*, his Executors, Administrators, or Assigns, should and would, at his and their own proper Costs and Charges, under the Inspection and to the Approbation of the Surveyor of the said *Arthur Upton*, or such other Person or Persons entitled to grant Building Leases as aforesaid, well and sufficiently build, cover in, and complete, with good and proper Materials and Workmanship, detached or semi-detached Villas upon that Part of the said Piece or Parcel of Land coloured Red in the said Plan to the Articles of Agreement now in recital annexed, every House to be erected not to be less than of the Third Rate of Building according to the Acts of Parliament for regulating the Construction of Buildings in the Metropolis and its Neighbourhood, and to be of the Value of Four hundred Pounds at the least, and the Ground upon which each detached or semi-detached House should stand should be at the least Twenty-five Feet Frontage, and not less than Seventy-five Feet in Depth for each House, and in like Manner build, cover in, and complete, to the Satisfaction of the said Surveyor, upon such Parts of the said Piece or Parcel of Land or Ground as were distinguished upon the said Map or Plan to the same Articles of Agreement annexed by a Yellow Colour, detached, semi-detached, or close adjoining Houses, and in case of the Erection thereon of any close or adjoining Houses, each of such Houses so to be erected should not be less than of the Fourth Rate of Building according to the Acts of Parliament before referred to, and to contain at least Six Rooms, exclusive of any additional Buildings occupied therewith, and to be of the Value of Two hundred Pounds at the least; but in case there should be erected upon such last-mentioned Part of the said Piece or Parcel of Land or Ground any detached or semi-detached Houses, in that Case each of such Houses should not be less than of the Third Rate of Building according to the Act of Parliament before referred to, and of the Value of Four hundred Pounds at the least; and that in estimating the Value of the several Houses in the said Articles of Agreement mentioned and referred to all

all such Values to be ascertained by the Cubical Contents of such Dwelling Houses and Offices, measuring the Height from the under Side of the Footings to the average Half-way Height of the Roof or Roofs, and at the Rate of Sixpence *per* Foot Cube; and that in case of the Erection of close adjoining Houses there might be carried on therein any Trade or Business (except a Public House or Beershop) which might not be offensive, or be or become a Nuisance to the Neighbourhood or the Tenants upon the Estate of the said *Arthur Upton*; that the said *George Duncan*, his Executors, Administrators, or Assigns, should be at liberty to erect, in the Situations marked out upon the said Plan to the said Articles of Agreement annexed for that Purpose, or near or adjoining thereto, Two Houses to be occupied and used as Public Houses or Beershops, but upon Condition nevertheless in each Case that the Occupation as a Beer Shop should only be preparatory to an Application for the usual Licence from the Justices for a Public House, and that each of such Houses should be of the Second Rate of Building, and of the Value of Eight hundred Pounds at the least; that there should (exclusive of Stabling and Coach-houses, if any,) be erected and built upon the said Piece or Parcel of Land coloured Red in the said Plan thereunto annexed at least One hundred Houses, and not more than One hundred and sixty in the whole, and upon the Pieces of Land in the same Plan coloured Yellow at least Forty and not more than Ninety close Houses; that the said *George Duncan*, his Executors, Administrators, and Assigns, should be at liberty to erect and build Stables and Coach-houses on such Portion of the said Piece or Parcel of Land or Ground coloured Yellow on the said Plan to the said Articles of Agreement annexed, and Stables and Coach-houses for Occupation with any of the private Dwelling Houses to be built in manner aforesaid on the Part coloured Red, so that any Stables or Coach-houses so erected for Occupation with either of the said Houses upon that Part of the said Land coloured Red in the said Plan should not exceed Sixteen Feet in Height from the Level of the Ground to the Top of the external Walls under the Roof, nor the Roof more than Five Feet high, without the Consent in Writing of the said *Arthur Upton* or other the Person or Persons entitled to grant Building Leases as aforesaid, and in every Case be covered to correspond in Material with the Roof of the House with which it might be occupied, or with Lead, Zinc, or Iron; that the said *George Duncan* should be at liberty to dispose of his Interest in any Portion of the said Piece or Parcel of Ground, not exceeding Three thousand Square Yards Superficial Measure, for the Erection of a Church in the Communion of the Established Church of *Great Britain* and *Ireland*, and likewise of his Interest in a Portion of the Ground abutting upon the said Railway, not exceeding One hundred Feet in Breadth along the Line of the same Railway, for the Purpose of forming a Station on the Line, and the Erection of Buildings connected therewith, and a Siding for the said Railway, and a Road to the said Station, and that in either Case the said *Arthur Upton* should and would, as far as it might be in his Power,

procure a Conveyance of the Freehold and Inheritance of the Site of such intended Church or Railway Station to the Person or Persons, Company or Corporation, in whose Name or Names the said Church or Railway Station should be vested; that the said *George Duncan* should be at liberty to surrender his Interest in any Portion of the said Piece or Parcel of Land or Ground abutting upon *West End Lane*, for the Purpose of straightening or rendering uniform the Frontage of the Piece or Parcel of Land or Ground next the said Lane, and that the said *Arthur Upton* should and would, as far as he legally might, consent to such an Arrangement and Agreement with the Parish Authorities; that the said *George Duncan*, his Executors, Administrators, or Assigns, should be at liberty to dig Clay and other Materials out of or from any Part of the said Land or Ground thereby agreed to be demised, for the Purpose of making Bricks and Tiles, and should be at liberty to make and burn such Bricks and Tiles upon the said Piece or Parcel of Ground, but only such Bricks and Tiles as might be required and used in the Erection of the Buildings therein-before mentioned, the Excavations and digging for Clay or other Materials not to be to a greater Depth or Extent than might be proper, in the Estimation of the Surveyor of the said *Arthur Upton*, or the Person or Persons so entitled under the Will of the said *Fulk Greville Howard* as aforesaid, but such Consent was not to extend or be construed to extend to the giving Permission to the said *George Duncan*, his Executors, Administrators, or Assigns, to use any such Bricks or Tiles as might be objected to by the said Surveyor of the said *Arthur Upton*, or other the Person or Persons entitled to grant Building Leases as aforesaid, as unfit or improper to be used in any such Buildings; and that the said *George Duncan*, his Executors, Administrators, or Assigns, should be at liberty to dispose of or remove off the said Ground any such Bricks or Tiles as might be so objected to as aforesaid; and that the said *George Duncan*, his Executors, Administrators, or Assigns, should erect or cause to be erected, in the first and every succeeding Year of the Term agreed to be granted after the said Act of Parliament should have been obtained as aforesaid, at least so many Houses, and take or apply for Leases of the same respectively, at such apportioned Ground Rents as would yield or make up Rents equal in the whole to the Rent which under the Terms of the Agreement now in recital would be payable to the said *Arthur Upton* at the End of the said first and every succeeding Year respectively, so that the whole of the said Rent of Six hundred Pounds might at the Expiration of Six Years from the passing of the said Act be secured by the Covenants of the said *George Duncan*, his Executors, Administrators, or Assigns, or the several Lessees; provided that in case the Rents reserved by the Leases to be granted in pursuance of the said Articles should amount to more than the Rent by such Articles stipulated to be from Time to Time paid by the said *George Duncan*, his Executors, Administrators, or Assigns, he the said *Arthur Upton*, or other the Person or Persons entitled to the

the Reversion as aforesaid, should and would, upon Receipt of the surplus Rent or Rents over and above the Amount of the Rent due and payable from the said *George Duncan* as aforesaid, from Time to Time account for and pay over such Surplus to the said *George Duncan*, his Executors, Administrators, and Assigns; that if Two Houses should be included in One Lease, separate and distinct Rents should, if required, be reserved in respect of each House, and the Ground, Outbuildings, and Appurtenances thereunto attached and belonging, and a Proviso inserted in every such Lease to the Effect that each House, with the Ground, Outbuildings, and Appurtenances thereunto attached and belonging, should be charged and chargeable only with its own apportioned Rent, and that the Right of Entry on each House respectively should only arise or accrue in case of the Nonpayment of the particular Rent reserved and charged on such individual House, or in case of Breach or Nonperformance of the Covenants of the Lease, so far as such Covenants ought to be observed or performed with respect or reference to such individual House; and in the said Articles of Agreement was contained a Stipulation binding the said *Arthur Upton*, if required, to show the Authority of him the said *Arthur Upton*, or other the Devisees under the said Will of the said *Fulk Greville Howard*, to grant the said Leases to the said *George Duncan*, his Executors, Administrators, and Assigns, or Nominee or Nominees; and it was by the same Articles of Agreement further agreed, that the several Messuages and Buildings to be erected pursuant thereto should be erected and built under the Inspection and to the Approbation of the Surveyor for the Time being of the said *Arthur Upton*, or of such other Person or Persons entitled to grant Building Leases as aforesaid, and in conformity to such Plan and Elevation as should before the Commencement of every such Messuage and Building be submitted to the said *Arthur Upton*, or such other Person or Persons entitled as aforesaid, or his or their Surveyor, and be approved of by him or them, or with such Deviations only therefrom as should be approved by him or them, and Notice should be given to the said Surveyor by the said *George Duncan*, his Executors, Administrators, or Assigns, at least Two Days before laying in the Foundation of any Building or Buildings; and that the said *George Duncan*, his Executors, Administrators, or Assigns, should not be entitled to the Grant of a Lease of any such House or Houses unless and until the said Surveyor should deliver to the said *Arthur Upton*, or to such other Person or Persons entitled as aforesaid, or his or their Solicitor duly authorized, a Certificate of every such House having been erected and covered in, and proper and necessary surface Water Pipes fixed to the same, and carried to the Sewer Drain, to his Satisfaction, according to the Conditions of the said Articles of Agreement, and such Certificate should be delivered within One Month after the said *George Duncan*, his Executors, Administrators, or Assigns, should apply for the same, unless the House or Houses for which such Certificate should be applied for had not been erected according to the Conditions of the said Articles; and the said *George Duncan* did by the

Articles

Articles of Agreement now in recital also agree, that he, his Executors, Administrators, or Assigns, or Nominee or Nominees as aforesaid, should and would accept such Leases to be granted as aforesaid, and execute Counterparts thereof, and pay the Expenses of preparing the same Articles and the said Leases and Counterparts, and registering the said Leases in the Registry for the County of *Middlesex*, but the Expense of each of such Leases, and the Registration of a Memorial thereof in *Middlesex*, together with the Counterpart of the same Lease, was not to exceed Twelve Pounds Twelve Shillings, exclusive of any *ad valorem* Duty payable thereon in respect of any Sum or Sums of Money payable to the said *George Duncan*, his Executors, Administrators, or Assigns, on the granting of such Lease, and also to pay to the Surveyor for the Time being of the said *Arthur Upton* or other the Person or Persons entitled to grant Building Leases as aforesaid, for certifying the Erection of the several Houses and Buildings, and preparing the Plans and Elevations to be put upon the said Leases, and putting the said Plans and Elevations on the Engrossments of such Leases and Counterparts, a Sum not exceeding Three Pounds Three Shillings in respect of each House, with the Stabling and Outbuildings (if any); and it was by the said Articles of Agreement further stipulated, that in the said Leases should be contained on the Part of the said *George Duncan*, his Executors, Administrators, or Assigns, or his or their Nominee or Nominees, the following Covenants or Covenant to the Purport or Effect following; (that is to say,) to pay to the said *Arthur Upton*, or other the Person for the Time being entitled to the Reversion immediately expectant on the Term granted, the yearly Rent or Rents reserved and made payable in every such Lease, by quarterly Payments, free from all Deductions and Abatement whatsoever; to pay the Sewers and Highway Rates, and all other Taxes, Rates, Charges, and Impositions, parliamentary, parochial, or otherwise, which during the Term to be granted should become payable in respect of the demised Premises; to complete the Premises demised by every such Lease fit for Habitation, with necessary Fixtures in the same, within Two Years from the Date of the Lease; to maintain and keep the demised Premises, and the outside Brick Stucco-work, plastering, tiling, and slating thereof, with the Walls, Fences, Pavements, Privies, Sinks, Sewers, Drains, and Appurtenances, in good, substantial, and tenantable Repair and Condition; to paint, colour, and whitewash, in a good and workmanlike Manner, once in every Seven Years of the said Term, all such Parts of the Inside of the demised Premises as should at any Time during the Term respectively be painted, coloured, and whitewashed; and also once in every Four Years of the said Term paint or cause to be painted in good and proper Oil Colour, twice over at the least, all the outer Doors, Gates, Rails, Window Frames, and other the outside Wood and Iron Work, and as frequently colour or paint in good Stone Colour all the Outside Stucco-work of the said Premises; and that it should be lawful for the said

said *Arthur Upton*, and other the Landlord for the Time being entitled to the Premises, and his and their Agents or Agent, with Workmen or without, once or oftener in every Year during the said Term, at convenient Times of the Day, to enter upon the Premises demised, in order to examine the State and Condition thereof, and of all Defects and Want of Reparation, and to give or leave Notice in Writing upon the said demised Premises; and that the Lessee should within Three Calendar Months, and after every such Notice, at his and their own Expense, repair, amend, and make good such Defects and Want of Reparation; and that the Lessee, and his Executors, Administrators, or Assigns, would at the Expiration or other sooner Determination of the said Term, peaceably and quietly yield up to the said *Arthur Upton*, or to the Person or Persons for the Time being entitled to the immediate Reversion therein, the said demised Premises, with the Appurtenances, in good Repair and Condition, together with all Locks, Bells, Bolts, Wainscots, Closets, Dressers, Shelves, and Landlord's Fixtures, and also all Improvements which at any Time during the last Five Years of the said Term should be affixed, fastened, or belonging to the said Premises; and that it should be lawful for the said *Arthur Upton*, or other the Person for the Time being entitled in reversion, or his Surveyor, to enter during the last Five Years of the Term, to make an Inventory of the said Landlord's Fixtures then in and upon the Premises, and to be left at the End of the Term; that the Lessee, his Executors, Administrators, and Assigns, would pay a reasonable and rateable Share with the other Lessees or Tenants of the adjoining Properties upon the Estate of the said *Arthur Upton*, of maintaining, repairing, cleansing, and keeping in good Order and Condition all joint Roads, Sewers, Drains, or Water-courses, and Cesspools, which might run over, through, across, or belong to the said Premises demised by the Leases by the Articles now in recital agreed to be granted as aforesaid, or be used by the Occupiers of the said last-mentioned Premises or any Part thereof; and that the Lessee, his Executors, Administrators, and Assigns, would during the Term insure, in the joint Names of the said *Arthur Upton* or other the Person or Persons for the Time being entitled to the Reversion of the demised Premises, and of such Lessee, his Executors, Administrators, or Assigns, the Messuage and Buildings then or thereafter to be erected on the Land thereby demised from Loss or Damage by Fire, in the *Sun*, the *Union*, the *Phœnix*, the *County*, or *National and Mercantile* Insurance Offices, or some other of the public Offices of Insurance from Fire in *London* or *Westminster*, to be approved of by the said *Arthur Upton* or other the Person or Persons for the Time being entitled to the immediate Reversion of the demised Premises, in a Sum equal to Two Thirds of the Value at the least, and to lay out the Monies to be received by virtue of every such Insurance or Insurances, within Twelve Calendar Months after such Damage by Fire should have taken place, in rebuilding, repairing, and making good the whole or such Part of the said Premises

as should happen to be destroyed or damaged by Fire, and in case the Sum to be received from such Insurance should be found insufficient for the Purpose aforesaid, then to pay and make up the Deficiency, and from Time to Time, when required, to produce the Policy of Insurance, and the Receipt for the current Year's Premium, and that in case of default in the Observance of the said Covenant to insure it should be lawful for the said *Arthur Upton* and other the Person or Persons for the Time being entitled to the immediate Reversion of the demised Premises to effect and keep on foot such Insurance, and to recover the Sums paid in that respect as Rent, but the Power to insure should not prejudice or affect the Right of the said *Arthur Upton* and other the Person or Persons for the Time being entitled to the Reversion of the said demised Premises to take advantage, if so minded, of any Forfeiture incurred by Breach of the Covenant to insure; that the Lessee, his Executors, Administrators, or Assigns, should not during the said Term, as to such of the said Houses to be built as aforesaid, and referred to as detached or semi-detached Villas, carry on or suffer to be carried on in or upon the same any Trade or Business whatsoever, but that the same should be occupied as private Dwelling Houses only, unless the Consent in Writing of the said *Arthur Upton* or other the Person or Persons entitled to the immediate Reversion of the demised Premises should have been previously obtained, and as to the said Houses in the Articles of Agreement now in recital referred to as close or adjoining Houses, should not carry on or suffer to be carried on in or upon the same or any Part thereof any Trade or Business which should be of a noisy, noisome, or offensive Character, nor suffer the same or any Part thereof (except as aforesaid) to be used as an Hotel or Public House or Beershop, and should not do or suffer to be done upon the same Premises or any Part thereof any Act or Thing whatsoever that might be offensive or be deemed a Nuisance to the said *Arthur Upton* or other of the Person or Persons for the Time being entitled to the immediate Reversion of the said demised Premises, or to any of the Tenants of his Estates contiguous to or in the Vicinity of the said demised Premises, and should not, without the Consent in Writing of the said *Arthur Upton* or other the Person for the Time being entitled to the immediate Reversion of the said demised Premises first obtained for that Purpose, alter the Elevation or Front of any of the said Messuages, or erect, make, or build any other Outhouse, Office, or any Erection or Building whatsoever, excepting Stables and Coach-houses and Green-houses, on that Part of the said Piece of Ground coloured Red in the said Plan so to be leased as aforesaid, or any Part of the same, and that as regards the Ground attached to every House which should be occupied as a private Dwelling should and would keep the same as Garden Ground, and plant it ornamentally; and it was by the Articles of Agreement now in recital further agreed, that in every such Lease so to be granted as aforesaid should be contained a Proviso for making void the same in case the Rent or Rents thereby reserved should

remain

remain in arrear and unpaid Twenty-one Days after the same should become payable, and in case of Breach or Nonperformance of any of the Covenants, Provisoes, Conditions, and Agreements contained therein, and for Re-entry thereupon by the said *Arthur Upton* or other the Person entitled for the Time being to the immediate Reversion in the demised Premises, subject nevertheless to the Proviso in the same Articles of Agreement before contained where Two Houses should be included in One Lease; and that in every such Lease as aforesaid should be contained a Covenant on the Part of the Lessor for quiet Enjoyment, upon Payment of the Rent, and Observance and Performance of the Covenants, Provisoes, Conditions, and Agreements therein contained; and in the said Articles of Agreement is contained a Proviso, that when the said Ground Rent of Six hundred Pounds should have been apportioned and secured by the granting of Leases in the same Articles of Agreement mentioned, with the Exception of a Sum not exceeding Five Pounds *per Annum*, the Residue of the said Piece or Parcel of Land thereby agreed to be demised which should then remain to be leased should be then demised and leased to the said *George Duncan*, his Executors, Administrators, and Assigns, or as he or they should direct or appoint, by One or more Lease or Leases, as he or they might determine, with Covenants for building in the Manner in the said Articles before mentioned within Eight Years from the passing of the said Act therein-before referred to (meaning this Act), and a further Proviso, that in no Building Lease a Ground Rent of less than One Pound *per Annum* for the Premises comprised therein should be reserved to the Lessor, and that in such last-mentioned Lease or Leases so to be granted should be inserted a Proviso, that each Messuage or Tenement, and the Stables and Outbuildings attached thereto, to be built on the Ground comprised in any such Building Lease, should be liable only to Forfeiture for Breaches of Covenant committed in respect of each individual Messuage or Tenement and Outbuildings, and should not be liable to Forfeiture for any Breach or Breaches of Covenant which might be committed in respect of any of the other Messuages or Tenements and Premises comprised in the same Lease, and also Covenants, Provisoes, and Agreements similar in all respects, as far as might be applicable, to the Covenants to be inserted in the Leases by the Articles of Agreement now in recital agreed to be granted of Messuages or Tenements when built, including a Covenant to complete the Houses to be built fit for Habitation, with necessary Fixtures in the same, within Eight Years from the passing of the said Act, and that all Stipulations and Provisions in the same Articles of Agreement before contained with respect to the Preparation of Leases and Counterpart Leases thereby agreed to be granted of Messuages and Tenements when built, and to the Payment of the Expenses thereof, should be applicable to the Preparation and Expense of such Building Lease or Leases so to be granted as aforesaid: And whereas the Leases by the said in part recited Articles of Agreement agreed to be granted would

would not be valid by reason that the said recited Powers of leasing in the said Will contained, so far as they relate to building only, in Terms authorize the granting of Building Leases in which Covenants for building and erecting Houses or Buildings should be contained, and do not expressly authorize the entering into Contracts for granting Leases of Houses and Buildings which should be built in conformity with the Terms and Stipulations of such Contracts, and by reason also that by the Terms of the said in part recited Articles of Agreement the best or most improved yearly Rent payable in respect of the Premises by the same Articles agreed to be demised is not stipulated to be paid at the furthest at the End of the first Two Years of the Term thereby agreed to be granted, as by the said Will is made imperative with regard to Building Leases to be granted under or by virtue of the said Powers of leasing in the same Will contained; and inasmuch as such Doubts could only be removed by the Aid and Authority of Parliament, it was in and by the said in part recited Articles of Agreement provided and declared, that in the event of an Act of Parliament (which the said *Arthur Upton* thereby covenanted he would use his best Endeavours to obtain) confirming the same Articles of Agreement, and for enabling the said *Arthur Upton* and other the Person or Persons for the Time being entitled or authorized under the said Will of the said *Fulk Greville Howard* to grant Building Leases to grant the several Leases by the said Articles of Agreement agreed to be granted, not being obtained within the Time in the said Articles of Agreement mentioned, the same Articles and everything therein contained should be void and of no Effect: And whereas the Terms of the said recited Articles of Agreement are very favourable to the said *Arthur Upton*, and it will be highly beneficial to him and other the Persons entitled to Estates and Interests under the said recited Will of the said *Fulk Greville Howard*, of and in the Land, Hereditaments, and Premises agreed to be demised by the said Articles of Agreement, if such Articles were confirmed and carried into execution: And whereas the Residue of the said Lands and Hereditaments in the County of *Middlesex* so devised by the said Will of the said *Fulk Greville Howard* as aforesaid consists of several Pieces of Land containing together Thirteen Acres or thereabouts, respectively situate at *Kilburn* aforesaid, partly within the Parish of *Saint Marylebone* and partly within the Parish of *Saint John Hampstead*, which at present are uncovered by Buildings, but which are very conveniently situated for building Houses upon: And whereas the said last-mentioned Pieces of Land and Premises are more particularly described in the Schedule to this Act annexed: And whereas it would be highly beneficial to the said *Arthur Upton* and other the Persons entitled under the said recited Will of the said *Fulk Greville Howard* to Estates and Interests of and in the said last-mentioned Pieces of Land and Premises if the Power of granting Building Leases in the same Will contained, so far as respects the same Pieces of Land and Premises, were altered, and further

further Powers and Provisions in reference thereto were granted: And whereas the whole of the said Estate at *Kilburn* aforesaid so devised to the said *Arthur Upton* for Life as aforesaid will be much improved in Value and otherwise by having a Church or Churches established thereon, and it is on that Account very desirable that the Appropriation of Land for that Purpose should be authorized, and as regards the Freehold Interest rendered indefeasible by any Persons entitled under the said Will of the said *Fulk Greville Howard* in remainder expectant on the Decease of the said *Arthur Upton:* And whereas the Objects and Purposes herein-before mentioned cannot be accomplished without the Aid and Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects the said *Arthur Upton, George Frederick Upton, Charles Bagot, Henry Bagot* on behalf of himself and his infant Son *Arthur Greville Bagot, Lewis Francis Bagot, Charles Walter Bagot* on behalf of himself and his infant Sons *Lewis Richard Charles Bagot* and *Ernest Alfred John Bagot, George Bagot,* and *Henry Montagu* Viscount *Templetown,* do hereby 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, in this present Parliament assembled, and by the Authority of the same,

Articles of Agreement to be valid.

I. That the said Articles of Agreement of the Nineteenth Day of *February* One thousand eight hundred and fifty-one, and all and singular the Covenants, Agreements, Conditions, Provisions, and Stipulations therein contained, shall be valid, effectual, and binding upon all Persons claiming or to claim under the herein-before recited Will of the said *Fulk Greville Howard* any Estate or Interest in the Land, Hereditaments, and Premises comprised in or agreed to be demised by the same Articles of Agreement, to all Intents and Purposes as the same would have been if the said *Arthur Upton* at the Time of the Execution of the said Articles of Agreement had been duly authorized to enter into the same on behalf of himself and of all other Persons claiming or to claim under the said Will as aforesaid.

Power to lease to George Duncan or his Appointees the Land comprised in the Articles of Agreement.

II. That it shall and may be lawful to and for the said *Arthur Upton* during his Life, and after his Decease to and for the several other Persons by the said recited Will of the said *Fulk Greville Howard* made Tenants for Life of the Land, Hereditaments, and Premises comprised in or agreed to be demised by the said recited Articles of Agreement, as and when by virtue of the said Will they shall successively and respectively be entitled to the actual Possession or Receipt of the Rents and Profits of the same Land, Hereditaments, and Premises, and also to and for the said *George Matthew Fortescue* and *James Stuart Wortley,* and the Survivor of them, and the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being of the said Will of the said *Fulk Greville Howard,* during the Minority or respective Minorities

Upton's Estate.

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, Issues, and Profits of the said Land, Hereditaments, and Premises comprised in or agreed to be demised by the said recited Articles of Agreement, from Time to Time, by Indentures, to be sealed and delivered by him, her, or them respectively in the Presence of and to be attested by Two or more credible Witnesses, to limit or appoint by way of Lease, in pursuance of the said recited Articles of Agreement, unto the said *George Duncan*, his Executors, Administrators, and Assigns, or to such other Person or Persons as he or they shall nominate or appoint, the Piece or Parcel of Land or Ground, Hereditaments, and Premises comprised in or agreed to be demised by the said Articles of Agreement, or any Part or Parts thereof, 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 same Articles of Agreement 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 Articles of Agreement into effect, but so that such Rents and Reservations respectively be reserved by the said Leases respectively to the Person or 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 limited or appointed as aforesaid, and so that the Lessee or Lessees named in each Lease do execute a Counterpart thereof.

Power to grant Building Leases of Land described in Schedule.

III. That it shall and may be lawful to and for the said *Arthur Upton* during his Life, and after his Decease to and for the several other Persons by the said Will of the said *Fulk Greville Howard* made Tenants for Life of the Pieces of Land described in the Schedule to this Act annexed, as and when by virtue of the said Will they shall successively and respectively be entitled to the actual Possession or Receipt of the Rents and Profits of the same Pieces of Land, and also to and for the said *George Matthew Fortescue* and *James Stuart Wortley*, and the Survivor of them, and the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being of the said Will of the said *Fulk Greville Howard*, 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, Issues, and Profits of the said Pieces of Land described in the said Schedule to this Act annexed, from Time to Time, by any Indentures or Indenture, to be sealed and delivered by him or them respectively in the Presence of and to be attested by Two or more credible Witnesses, to limit or appoint by way of Lease all or any Part or Parts of the same Pieces of Land for any Term or Number of Years not exceeding Ninety-nine Years, in possession, to any Person or Persons whomsoever who shall be willing

willing to erect and build any House or Houses, Erections, or Buildings on the Ground proposed to be demised or any Part thereof, or who shall be willing to annex any Part of the said Ground for Gardens, Yards, or other Conveniences to Buildings erected and built or to be from Time to Time erected and built on the said Pieces of Land or any of them, or who shall be willing otherwise to improve or repair any House or Houses, Erections, or Buildings which hereafter shall be on the said Pieces of Land or any of them, or to erect or build any other House or Houses, Erections, or Buildings in lieu thereof or in addition thereto; and with or without Liberty for the Lessee or Lessees to take down or remove all or any Part or Parts of the Buildings standing or being upon the Ground and Premises in such Leases respectively to be comprised, and to apply and dispose by Sale or otherwise of the Materials thereof to such Uses and Purposes as shall be agreed upon; and with or without Liberty, in Cases where such Liberty shall be applicable, for the Lessee or Lessees to set out and allot any Part or Parts of the Premises to be comprised in any such Lease or Leases as and for the Site of any Mews, Streets, Squares, Roads, Ways, Avenues, Passages, Sewers, Drains, Yards, Gardens, Pleasure Grounds, open Spaces, or otherwise for the Use and Convenience of the respective Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement of the Premises; and also with or without Liberty for the Lessee or Lessees to dig and excavate, in or under any Part of the Ground or Premises which may be so set out and allotted for Streets, Squares, Roads, Ways, Avenues, Passages, or otherwise, as aforesaid, Arches, Cellars, and other Easements to any Houses or Buildings; and also with or without Liberty for the Lessee or Lessees to dig, take, and carry away, in and out of the Land or Ground to be comprised in his, her, or their Lease or respective Leases, any such Earth, Clay, Sand, Gravel, or other Soil as it shall be found necessary or convenient to remove for effecting any of the Purposes aforesaid, and also to dig and excavate any Earth, Clay, Gravel, or Sand out of any convenient Part of the respective Premises to be comprised in such respective Leases, to be sold or otherwise disposed of as may be agreed upon; and also with or without any other Liberties or Privileges which to the Person or Persons granting such Lease or Leases respectively shall seem reasonable; so as in every such Lease or demise there be reserved and made payable (except in the Cases where Peppercorn Rents may be reserved, under and by virtue of the Powers and Provisions herein-after expressly or by Reference contained,) the best yearly Rent that at the Time of the making of such Lease or Demise can reasonably be had or gotten for the same, to be made payable half-yearly or oftener, free from all Deductions whatsoever (except the Income or Property Tax, the Sewers Rate, and other Outgoings usually paid by Landlords, or such of them as it may be thought fit to except), and to commence and take effect either from the Date of every such Lease or Demise, or at the End or within the Period of Ten Years, to be com-

puted from the Date of every such Lease or Demise, or by progressive Proportions at any Time or Times within the said Ten Years; and so as every such Demise or Lease be made without taking any Fine, Premium, or Foregift, or anything in the Nature thereof; and so as there be contained in every such Demise or Lease Covenants by the Lessee or Lessees with the Lessors or Lessor in such Lease, their or his Heirs or Assigns, to keep in repair any Messuage or Building, Messuages or Buildings, then erected or built, or to build or finish, and keep in repair, any Messuage or Building, Messuages or Buildings, then about to be built or in progress, or to rebuild or repair and keep in repair any Messuage or Building, Messuages or Buildings erected and built, or intended and agreed to be rebuilt or repaired, or otherwise to improve the Premises comprised therein, in every Case in which such Covenants may be applicable, and as each Case may require, and to keep the Buildings (if any) in such Lease insured from Damage by Fire to the Amount of Two Third Parts of the Cost or Value thereof in some or One of the public Offices for insuring against Damage by Fire, and to surrender and leave in repair the Premises in the same Lease, with the Messuages and Buildings (if any) thereon erected and built, or agreed to be erected and built or finished, or to be rebuilt or repaired, or to be otherwise improved, as each Case may require, at the End of the Term of each such Lease respectively; and so that there be contained in every such Lease respectively a Proviso or Condition of Re-entry for Nonpayment of the Rent or Rents to be thereby reserved, or any Part thereof, for the Space of Twenty-one Days after the same shall become due and payable (unless the same shall be a Peppercorn Rent), or for Nonperformance of any of the Covenants, Provisoes, and Conditions therein contained on the Part of the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns; and any such Lease may be with or without a Proviso that no Breach of any of the Covenants therein contained (except of the Covenant for the Payment of the Rent, and of the Covenants for Insurance against Damage by Fire, and of such other Covenant or Covenants (if any) as may be agreed on between the Parties to be so excepted,) shall occasion any Forfeiture of such Lease, or of the Term thereby granted, or give any Right of Re-entry, unless or until Judgment shall have been obtained in an Action for such Breach of Covenant, nor unless the Damage and Costs to be recovered in such Action shall remain unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action; and there may be inserted in any and every such Lease such Exception or Reservation of Drains, Sewers, and Passages, and free running of Water, as may be deemed convenient, or for the Improvement or well Management of the Estate; and every or any such Lease may also contain any Covenants, Provisoes, or Conditions restrictive of the Rights of any Lessee or Lessees, and regulating or relating to the Mode of Enjoyment by such Lessee or Lessees, or the Tenant or Tenants of the Hereditaments to be demised, as may be deemed

deemed reasonable; and any and every such Lease may also contain any other Covenants, Agreements, Reservations, Powers, Conditions, or Restrictions usually inserted in Leases of a similar Description as shall or may appear reasonable to the Person or Persons for the Time being exercising this present Power, nevertheless the respective Lessees shall execute Counterparts of their respective Leases.

Receipt endorsed on Lease to be Evidence.

IV. That the Receipt of the Person or Persons making every or any Lease or Demise in pursuance of the said recited Articles of Agreement or by virtue of this Act, endorsed on such Lease, acknowledging that he has received such Counterpart or Duplicate thereof as is by the said 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 Articles of Agreement or of this Act.

Power to lay out Lands for particular Purposes.

V. That it shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases as aforesaid to lay out and appropriate any Part or Parts of the Lands or Grounds of which he, she, or they respectively is or are herein-before authorized to grant Leases as aforesaid as and for Mews, or for a Way or Ways, Road or Roads, Street or Streets, or Squares, Avenue or Avenues, Passage or Passages, Sewer or Sewers, or other Conveniences for the general Improvement of the same Lands or Grounds respectively, and the Accommodation of the Lessees, Tenants, or Occupiers thereof, in such Manner as to such Person or Persons shall seem advisable, and to make and enter into such Stipulations with such Lessees, Tenants, or Occupiers, with respect to the same and the Use and Enjoyment thereof, or in any other respect, as to the said Person or Persons shall seem reasonable: Provided always, that nothing in this Act contained shall empower any Person or Persons, for the Time being authorized by this Act to grant Leases as aforesaid to lay out and appropriate any Part or Parts of the Lands or Grounds of which he, she, or they is or are herein-before authorized to grant Leases as aforesaid, in manner herein-before mentioned, so as in any way whatever to interfere with or prejudice or affect the Rights and Interests of the said *George Duncan*, his Executors, Administrators, or Assigns, or his or their Nominee or Nominees, under or by virtue of the said recited Articles of Agreement or this Act.

Power to enter into Contracts to grant Leases of Land in Schedule with Buildings or for Building Purposes.

VI. That it shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases of the said Pieces of Land and Premises comprised in the Schedule annexed to this Act to enter into any Contract or Contracts in Writing for granting any Lease or Leases of all or any Part or Parts of the same Land and Premises, with the Buildings (if any) which shall be standing thereon, pursuant to the Powers and subject to the Restrictions herein-before contained, so far as

the same shall be applicable; and to agree that when and as any Land or Buildings so agreed to be let as last aforesaid, or any Part thereof, shall be built or rebuilt, or repaired, laid out, formed, or improved, in the Manner and to the Extent to be stipulated in any such Contract or Contracts, by One or more Deed or Deeds, sealed and delivered in the Presence of and to be attested by Two or more credible Witnesses, to demise or lease the Ground or Buildings mentioned in such Contract or Contracts, or any Part or Parts thereof, to the Person or Persons contracting to take the same as aforesaid, or his, her, or their Executors, Administrators, or Assigns, or to such other Person or Persons as he, she, or they shall nominate and appoint in that Behalf, for and during the Remainder of the Term to be specified in such Contract or Contracts, and in such One or more Parcel or Parcels, and under and subject to the whole or such Portion or Portions of the yearly Rent or Rents to be specified in such Contract or Contracts, as shall be thought proper, but so nevertheless that if the yearly Rent to be reserved in any such Lease shall bear a greater Proportion to all the Rent in the Contract agreed to be reserved than the Quantity of Land to be comprised in such Lease shall bear to all the Land comprised in such Contract, then and in such Case the same Rent shall not exceed One Fourth Part of the estimated clear yearly Rackrent Value of the Lands and Buildings to be comprised in such Lease when fit for Habitation or Use; and (if the Person entering into such Contract or Contracts as aforesaid shall think the same expedient) to agree that the full Rent specified in such Contract or Contracts shall be reserved in the Leases to be granted of a given Quantity, to be specified in such Contract or Contracts, of the Lands thereby agreed to be demised, and that after such Quantity of Land shall be built upon or improved as shall be an adequate Security for such Rent as herein-before mentioned, the Residue thereof shall be demised at the yearly Rent or Rents of a Peppercorn; and if no given Quantity of Land or Ground for such Purpose shall be specified in such Contract or Contracts, to agree that when the full Rent agreed to be reserved shall have been reserved in the Lease or Leases granted of a competent Part or competent Parts of the said Lands or Grounds thereby agreed to be demised, the Residue thereof (if any) shall be demised by One or more Lease or Leases at the yearly Rent of a Peppercorn; and in case of Leases to be granted at the yearly Rent of a Peppercorn, to agree to grant the same either before or after the Land or Ground to be therein comprised shall have been built upon, laid out, or improved, and either with or without any Covenant or Obligation on the Part of the Lessee or Lessees to build upon or lay out and improve the same; and to agree that the yearly Rents agreed to be reserved in such Contract or Contracts may be made to commence at such Period or Periods within Ten Years from the Date of such Contract or Contracts, and may be made to increase periodically, beginning with such Portion of the full Rent thereby agreed to be paid as shall be thought advisable, and increasing up to the full

full Rent, as shall be found convenient or thought proper, and as in such Contract or Contracts respectively shall be expressed, regard being had to the Quantity of Land or Ground from Time to Time agreed to be demised, and the Progress of the Buildings stipulated to be erected thereon; and to agree that when and as any Lease or Leases shall be granted of any Part or Parts of the Hereditaments so contracted to be leased the Hereditaments for the Time being leased shall be discharged from such Contract or Contracts, and that the Person or Persons with whom such Contract or Contracts shall be entered into shall remain liable in respect of such Part or Parts of the Hereditaments comprised in such Contract or Contracts as shall not for the Time being be leased to the Payment of such Portion or Portions of the Rent or Rents by such Contract or Contracts agreed to be paid as shall not have been apportioned and reserved on the Lease or Leases which may have been granted as aforesaid; and also to agree that the Person or Persons with whom such Contract or Contracts may be entered into may have, exercise, and enjoy all or any of the Liberties which are authorized to be granted to Lessees of the said Pieces of Land and Premises described in the Schedule annexed to this Act, under the Power of leasing the same herein-before contained.

Provision for vacating Contract in certain Events.

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

Power to alter Contracts in certain Cases.

VIII. That in reference to and in respect of any Contract or Contracts in Writing for any Lease or Leases of any Part or Parts of the said Pieces of Land comprised in the Schedule annexed to this Act which may be entered into by virtue of this Act, it shall be lawful for the Person or Persons for the Time being authorized to grant Leases of the same Pieces of Land, by virtue of this Act, from Time to Time, and whether such Contract or Contracts shall have been already added to or explained by virtue of this Provision or not, to enter into any new Covenants or Agreements, either in relation to the Apportionment of Rents, or to the leasing of any Part or Parts of the Hereditaments comprised

prised in such previous or future Contract or Contracts at a Peppercorn Rent or Rents, or to the charging of any Portion or Portions of the Rent agreed by any Contract or Contracts to be received upon all or any Part of the Hereditaments comprised in any Contract or Contracts, in relief or exoneration of the Hereditaments originally charged, or otherwise in relation to the Hereditaments comprised in such previous or future Contract or Contracts, either with or without Reference to the Hereditaments comprised in any other Contract or Contracts with any Person or Persons with whom any Contract or Contracts shall have been entered into by this Act, or who shall be for the Time being entitled to the Benefit of any such Contract or Contracts, by way of Addition to or Variation or Explanation of all or any Part of the Covenants or Agreements in such Contract or Contracts respectively contained; so nevertheless that all such Contract or Contracts respectively shall, when so added to, explained, or altered, be and continue conformable to the Powers and Provisions of this Act; also to release the Person or Persons respectively for the Time being entitled to the Benefit of any Contract or Contracts which shall be entered into by virtue of this Act, and his, her, or their Heirs, Executors, Administrators, or Assigns, of and from the Observance of all or any Part of the same Contract or Contracts respectively; and, if the same shall be thought expedient, to enter into any new Covenants or Agreements with such Person or Persons, and his, her, or their Executors, Administrators, or Assigns, in lieu of such Contract or Contracts, or of the Part or Parts of the same Contract or Contracts which shall have been so released, (so nevertheless that after such Release or Releases respectively, or such new Covenants or Agreements as last aforesaid, such Contract or Contracts respectively shall continue to be conformable with the Powers and Provisions of this Act, except as aforesaid,) or to accept a Surrender or Surrenders of all or any Part of the Hereditaments comprised in any such Contract or Contracts as aforesaid; and the Hereditaments so surrendered shall or may be contracted or agreed to be leased, and afterwards leased, under the Power and Authorities hereinbefore contained, in the same or the like Manner as if no Contract or Contracts for leasing the same had been previously entered into or executed.

Power to confirm Lease void or voidable by reason of technical Error or Informality.

IX. That it shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases as aforesaid of the Pieces of Land described in the Schedule annexed to this Act, to confirm any Lease or Leases thereof or of any Part thereof which may be granted by virtue of this Act, in any Case in which by reason of some technical Error or Informality in granting or executing the same, or in entering into the Contract for granting the same, such Lease or Leases shall be void or voidable, or to grant any 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 Lease, and re-demise.

X. That it shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases as aforesaid of the Pieces of Land described in the Schedule annexed to this Act to accept or authorize a Surrender or Surrenders of any Lease or Leases of the same Pieces of Land or any of them, or any Part thereof respectively, which may be granted under this Act, 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.

Leases in lieu of voidable or surrendered Leases to qe subject to the same Covenants, &c.

XI. 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, Clauses, Provisions, and Conditions, with reference to the Premises to be comprised therein, as 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 same Covenants, Clauses, 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, where the same shall not have been granted at the Rent of a Peppercorn; 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 confirmed, or to whom any such 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.

Rents to increase periodically.

XII. That in Cases of Leases to be granted at pecuniary Rents the same Rents may be made to increase periodically, beginning with such Portion of the full Rent thereby reserved as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient or thought proper; and also, if Possession of the Pieces of Land and Premises described in the Schedule annexed to this Act, or any of them, or any Part thereof respectively, which may be comprised in any Lease or Contract made or entered into under the Powers of this Act, shall be resumed, or the same Hereditaments shall be re-entered upon or recovered,

under or by virtue of any Condition of Re-entry in such Lease or Contract contained, or otherwise, then and in every such Case it shall be lawful for the Person or Persons for the Time being herein-before authorized to grant Leases of the same Hereditaments either to grant Leases or to enter into Contracts to grant Leases as aforesaid, and afterwards to grant Leases thereof, under the Power and Authorities hereinbefore contained, in the same Manner as if no Lease or Contract for Lease thereof had been previously granted, but so nevertheless that no Fine or Premium, or anything in the Nature thereof, shall be accepted or taken for the making or doing thereof: Provided always, that every Lease of the Pieces of Land and Premises described in the Schedule annexed to this Act which shall purport to be granted by virtue of this Act, in pursuance of any previous Contract, shall be deemed and taken to be duly granted notwithstanding any Variation between such Lease and any such previous Contract, and that such Lease, if preceded by a Contract, shall be valid, although such Contract shall not in all respects have been duly observed; and that after any such Lease shall have been executed no previous Contract for the same shall form any Part of the Evidence of the Title at Law or in Equity to the same Lease, or the Hereditaments comprised therein, provided that such Lease shall not be inconsistent with the Provisions and Restrictions in this Act expressly contained with respect to Leases of the same Hereditaments hereby authorized to be granted, or to be contracted or agreed to be granted.

Power to release Performance of Covenants in Lease under certain Circumstances.

XIII. Whereas it happens, in many Cases, that the Strictness of the Covenants contained in Leases of Land and Hereditaments operates detrimentally to the Estate, by preventing the Lessees and other Persons from making Improvements and Alterations which would benefit the same Estate, and the Circumstances of the Estate frequently require that many of the Covenants in the same Leases of the said Lands and Hereditaments should become released: Be it therefore enacted, That it shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases as aforesaid of the said Pieces of Land and Premises described in the said Schedule to this Act, from Time to Time to release the Person or Persons to whom any Lease or Leases of such Pieces of Land and Premises shall have been granted under the Powers of this Act, and the Heirs, Executors, Administrators, and Assigns of such Person or Persons, of and from the Observance of any or either of the Covenants, Agreements, or Conditions in such Lease or respective Leases contained, which the Person or Persons for the Time being authorized to grant Leases as aforesaid shall consider may be released without Injury to the said Pieces of Land and Premises or any Part or Parts thereof, not being any Covenant, Agreement, or Condition hereinbefore expressly mentioned and required to be reserved or contained in a Lease or Leases of such Pieces of Land and Premises to be granted under the Powers of this Act; and provided that no Fine, Premium, or

Foregift,

Foregift, or anything in the Nature thereof, shall be taken for the making or doing thereof; provided also, that a Memorandum or Memorandums of such Release or respective Releases, signed by the Person or Persons releasing the same, shall be endorsed on the Lease in which the Covenant so released is or may be contained.

Power to take Surrenders, and re-demise for Improvements.

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

without taking any Fine, Premium, or Foregift for the making or doing thereof, at such Rent or Rents as to the Person or Persons for the Time being exercising this present Power shall seem reasonable, and under and subject to such and the same Covenants, Provisoes, and Agreements in the Lease or Leases so surrendered, or such of them as to the Person or Persons for the Time being exercising this present Power shall seem fit.

Power to lease for additional Term, for Improvements.

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

Power to enter into Arrangements with Lessees for lighting, paving, draining, &c.

XVI. Provided always, and be it enacted, That it shall be lawful for the Person or Persons in whom the aforesaid Power of leasing herein contained shall for the Time being be vested, at any Time or Times after the passing of this Act to make or enter into any Arrangement or Arrangements with the respective Lessees or Tenants of the said Pieces of Land and Premises described in the Schedule annexed to this Act, or with some or any of such Lessees or Tenants, either alone or in conjunction with any other Person or Persons, for the lighting, paving, draining,

draining, and cleansing, or for the general Improvement of the same Pieces of Land and Premises or any of them, and the Roads, Streets, Ways, and Passages in and about the same, or for any of the Purposes aforesaid, and for such Purposes or any of them to give and grant or allow such Easements, Rights, Liberties, and Privileges to any Person or Persons whomsoever as shall or may be deemed expedient, and under and subject to such Provisoes, Conditions, and Restrictions as shall be deemed proper; and in consequence of or for carrying into effect any such Arrangement, or any intended or contemplated Arrangement, for the Purposes aforesaid or any of them, in any Lease or Leases of the said Hereditaments and Premises described in the said Schedule annexed to this Act, or in any Contract or Contracts for such Lease or Leases, to be respectively made and entered into by virtue of the Powers aforesaid or any of them, to insert or cause to be inserted in such Lease or Leases and Contract or Contracts, to be respectively made and entered into by virtue of the Powers aforesaid or any of them, such Covenants, Agreements, and Stipulations on the Part of the Lessee or respective Lessees, his, her, or their Executors, Administrators, and Assigns, and such Reservations, Provisoes, and Conditions, as shall or may be thought requisite or proper; and all or any Leases or Contracts to be respectively made or entered into as aforesaid shall be valid and effectual, notwithstanding the Insertion therein of such Covenants, Agreements, and Stipulations, Reservations, Provisoes, and Conditions as last aforesaid, or any of them.

To facilitate Proof of Performance of Covenants, Certificate of Performance to be conclusive Evidence.

XVII. That in order to facilitate the Proof of the Performance of the Covenants and Agreements contained in any Contract or Agreement as aforesaid, or in any Lease granted or to be granted pursuant to such Contracts or Agreements, the Certificate in Writing of the Performance of any Covenant or Agreement contained in any such Contract or Lease as aforesaid, signed by the Person or Persons in whom the Power of leasing herein contained shall for the Time being be vested, shall be conclusive Evidence of the due Performance of such Covenants and Agreements, to the Extent and in manner in such Certificate set forth.

Power of leasing in Testator's Will not to be affected by Act.

XVIII. 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 *Fulk Greville Howard*.

Power to grant Land for a Church.

XIX. That it shall be lawful for the said *George Matthew Fortescue* and *James Stuart Wortley*, and the Survivor of them, and the Executors or Administrators of such Survivor, at any Time or Times, at the Request in Writing of the Person or Persons who by virtue of the said Will of the said *Fulk Greville Howard* shall for the Time being be entitled to the Possession or the Receipt of the Rents, Issues, and Profits of the said

said Piece of Land, Hereditaments, and Premises comprised in or agreed to be demised by the herein-before recited Articles of Agreement, and of the said Pieces of Land and Premises described in the Schedule annexed to this Act, or of the Guardian or Guardians of such Person or Persons, if he or they should be a Minor or Minors, to convey and assure, without any valuable Consideration, the Freehold and Inheritance of, as well any Portion of the said Piece of Land comprised in or agreed to be demised by the said Articles of Agreement not exceeding Three thousand Square Yards Superficial Measure, as also any Portion of the said Pieces of Land described in the said Schedule, not exceeding a like Number of Superficial Square Yards, for the Erection of a Church in the Communion of the Established Church of *Great Britain* and *Ireland*, subject, however, and without Prejudice, so far as regards the Piece of Land comprised in or agreed to be demised by the said Articles of Agreement, to the same Articles of Agreement, and the Conditions and Stipulations therein contained.

Creation of Term to raise Money by Mortgage for Payment of certain Costs, &c.

XX. That from and after the passing of this Act all the Hereditaments comprised in the said recited Articles of Agreement, and all the Hereditaments mentioned in the Schedule hereunto annexed, shall be vested in the said *George Matthew Fortescue* and *James Stuart Wortley*, their Executors, Administrators, and Assigns, for a Term of Five hundred Years, (subject and without Prejudice to the said Articles of Agreement, and any Lease or Leases to be made in pursuance thereof, and to any Contract or Contracts, Lease or Leases, to be made or for the Time being existing under the Authority of this Act,) upon the Trusts and for the Purposes herein-after declared thereof; (that is to say,) upon trust that the said Trustees or the Survivor of them, his Executors or Administrators, or their or his Assigns, shall within the Space of One Year, to be computed from the passing of this Act, raise, by Mortgage of all or any of the Hereditaments comprised in the said Term of Five hundred Years for all or any Part of the said Term, such a Sum of Money as will be sufficient to defray the reasonable Charges and Expenses incurred or to be incurred by the said *Arthur Upton*, his Executors or Administrators, in the making and completing, with proper Footpaths, in manner stipulated in the said recited Articles of Agreement, of the Road from *Carlton Place*, *Carlton Road*, in the same Articles of Agreement and herein-before particularly mentioned and described, and which Road he has by the said Articles agreed to make, and also the Costs, Charges, and Expenses of applying for and obtaining this Act, and also the Costs, Charges, and Expenses incurred by the said *Arthur Upton* in and about the Treaty for and otherwise in relation to the said recited Articles of Agreement, and also the Costs, Charges, and Expenses of and relating to any Application to the Court of Chancery, or any other Proceedings for ascertaining, taxing, and settling the Amount of such Charges and Expenses,

and

and Costs, Charges, and Expenses as aforesaid, and pay the Money so to be raised unto the said *Arthur Upton*, his Executors or Administrators.

Interest to be paid out of the Rents and Profits, and Sinking Fund to be framed for Payment of Principal.

XXI. That after the raising of the said Sum of Money under the foregoing Trust the Trustees or Trustee for the Time being of the Estates comprised in the said Term of Five hundred Years shall, out of the Rents and Profits thereof, keep down all the Interest of such Sum of Money as the same shall become due, and shall also, from and after the Expiration of Six Years, to be computed from the passing of this Act, annually reserve or raise out of the same Rents and Profits, and out of the Interest, Dividends, and Income arising from any such Sinking Fund as shall have been created under the following Provisions, and shall for the Time being be subsisting, One Twenty-fifth Part of the Amount of the Principal Debt, and apply the same to the Reduction thereof, either by direct Payment to the Lender or other Party to whom the same shall be due, if he or they shall consent, or be under Engagement or otherwise required to receive the same, or by the Creation of a Sinking Fund for that Purpose, of which the Creation, Management, and Disposal shall be under the Direction of the said Court, to be obtained, upon the Petition of the Trustees or Trustee for the Time being of the said Term, in a summary Way, to the end that the whole of such Principal Debt may be discharged, with the mesne Interest thereof, out of the said Rents, Profits, Dividends, Interest, and Income, within or at the Expiration of the Period of Twenty-five Years from the borrowing thereof; but that if by reason of the Depreciation of any such Sinking Fund, or of the Expenses of Management or Disposal thereof, or otherwise, the same shall be eventually insufficient to discharge within the said Period of Twenty-five Years the whole Principal Debt for the Payment whereof the same shall have been made, then the Trustees or Trustee of the said Term shall continue to raise yearly in manner aforesaid, out of the said Rents, Profits, Dividends, Interest, or Income, a Sum equal to One Twenty-fifth Part of the original Principal Sum, to be applied or appropriated in manner aforesaid to the Payment of the unpaid Balance thereof, and shall also out of the same Income keep down the Interest thereof.

Provision for Cessor of Term when Trusts are satisfied.

XXII. Provided always, That when all the Trusts hereby declared of the said Term of Five hundred Years shall have been fully discharged, and every Trustee shall have been satisfied all Costs and Expenses incurred by him in or about the Execution of the Trusts thereof, then the said Term, so far as the same shall not have been made a Security for any still subsisting Mortgage Debt, and subject to any Charge or Disposition made under the said Trusts, shall cease and determine; and that in the meantime all the surplus Rents, Issues, and Profits arising from the Hereditaments therein comprised, and which shall not be required for

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answering any of the Purposes aforesaid, shall be receivable by or belong beneficially to the Person or Persons who would for the Time being have been entitled to the same if the said Trust Term had not been created.

Arthur Upton to continue liable for Payment of the Costs.

XXIII. That, notwithstanding the passing of this Act, the said *Arthur Upton* shall be and continue liable, as between himself, his Executors, Administrators, and Assigns, and the several Persons to whom any such Charges and Expenses, or Costs, Charges, and Expenses as aforesaid, may be due, for the Payment thereof; and such Persons shall have no Remedy or Means of recovering the same against any Person for the Time being having or claiming an Estate or Interest in the Lands, Tenements, and Hereditaments comprised in the said recited Contract and in the Schedule to this Act under the Will of the said *Fulk Greville Howard*, other than the said *Arthur Upton*, his Executors, Administrators, and Assigns.

As to Appointment of new Trustees.

XXIV. That the Power of appointing new Trustees contained in the said recited Will of the said *Fulk Greville Howard* shall be deemed and taken to authorize from Time to Time the Appointment of a new Trustee or new Trustees under this Act, in the same Manner as if the Trusts herein-before declared had been declared by the said Will; and the Clauses and Provisions contained in the said Will relative to Receipts given by the Trustees or Trustee thereof, and to the Indemnity and Reimbursement of such Trustees or Trustee, shall extend and apply to all Monies payable to them or him, and to all Matters and Things done by them or him under or in execution of the Trusts, Powers, and Provisions of this Act, in the same Manner, to all Intents and Purposes, as if such Trusts, Powers, and Provisions had been contained in the said Will.

Power for Court of Chancery to tax Costs.

XXV. That it shall be lawful for the High Court of Chancery from Time to Time, upon the Petition of the said *Arthur Upton*, or upon the Petition of the Executors or Administrators of the said *Arthur Upton*, and on Notice to the Trustees or Trustee of the said Term of Five hundred Years hereby created, to be preferred in a summary Way, to make such Order as to the said Court shall seem meet for ascertaining, taxing, and settling the Amount of the Charges and Expenses, and Costs, Charges, and Expenses, herein-before directed and authorized to be raised and paid as aforesaid.

General Saving of Rights.

XXVI. Saving always to the Queen's most Excellent Majesty, and Her Heirs and Successors, and to all Persons claiming under the herein-before recited Articles of Agreement, and to all and every other Person and Persons, Bodies Politic and Corporate, and his, her, and their Heirs, Successors, Executors, and Administrators, (other than and except the said *Arthur Upton*, and his Sons, and the Heirs Male of the Bodies of such

such Sons, and the said *George Frederick Upton*, and his Sons, and the Heirs Male of the Bodies of such Sons, and the said *Charles Bagot*, and his Sons, and the Heirs Male of the Bodies of such Sons, and the said *Henry Bagot*, and his Son the said *Arthur Greville Bagot*, and the Heirs Male of the Body of the said *Arthur Greville Bagot*, and other the Sons of the said *Henry Bagot*, and the Heirs Male of the Bodies of such other Sons, and the said *Lewis Francis Bagot*, *Charles Walter Bagot* the younger, and *George Bagot* respectively, and their respective Sons, and the Heirs Male of the Bodies of such respective Sons, and also the right Heirs of the said *Fulk Greville Howard*, the said *George Matthew Fortescue*, and *James Stuart Wortley*, and all Persons to whom any Estate, Right, Title, or Interest in the Lands comprised in the said Agreement or in the Schedule to this Act was devised or limited, or has descended or devolved, or shall descend or devolve, under or by virtue of the said Will of the said *Fulk Greville Howard*,) all such Estate, Right, Title, Claim, and Demand whatsoever, of, in, to, or out of the said Hereditaments and Premises comprised in or agreed to be demised by the said recited Articles of Agreement, and the said Hereditaments and Premises described in the Schedule annexed to this Act, or any of them respectively, as they, every or any of them, might have had in case this Act had not been passed.

Queen's Printers Copy of Act to be Evidence.

XXVII. That 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 SCHEDULE to which the foregoing Act refers.

All that Piece or Parcel of Land or Ground situate, lying, and being partly in the Parish of Saint Marylebone in the County of Middlesex and partly in the Parish of Saint John Hampstead in the same County, abutting towards the North-west on the London and North-western Railway, formerly the London and Birmingham Railway, towards the North-east upon Land belonging to Colonel Henry Samuel Eyre and Mr. Charles Hall respectively, on the South-east upon Land or Ground, Messuages or Tenements, belonging to Mrs. Elizabeth Chappell, Mr. John Carlon, Mr. Thomas Hill Mortimer, Mr. Thomas Rouse, and the Honour-

able Arthur Upton respectively, on the South on Garden Ground leased by the said Arthur Upton to Mr. Benjamin Shaw, and on Part of the South-west by Messuages or Tenements belonging to the said Arthur Upton, and now leased or about to be leased to Mr. William Cullum, Mr. William Radford, and Mr. William Hadkinson respectively, and on other Part of the South-west and on the West by a private Road or Way leading from the Edgeware Road into West End Lane, belonging to the said Arthur Upton, and containing by Estimation 12A. 1R. 3P., or thereabouts:

And also all that Piece or Parcel of Land or Ground situate, lying, and being in the Parish of Saint Marylebone aforesaid, bounded on the North by a Piece of Garden Ground belonging to the said John Carlon, on the South by a Messuage or Tenement and Garden belonging to Mr. William Sturch, on the East partly by a Messuage or Tenement belonging to Mr. Thomas Colley, partly by a Road or Way called Carlton Place, and partly by a Mews leading from the said last-mentioned Road, and on the West by the public Road or Way called Greville Place, and containing Two thousand five hundred Square Yards:

And also all that triangular Piece or Parcel of Land or Ground situate, lying, and being in the said Parish of Saint John Hampstead, and bounded on the South-west by the Lane leading from the Village of Kilburn to West End Hampstead called West End Lane, on the North by Land belonging to Sir Thomas Maryon Wilson, Baronet, and on the East by other Land belonging to the said Arthur Upton, and by him agreed to be demised to Mr. George Duncan, and which said last-mentioned Piece or Parcel of Land or Ground contains by Admeasurement One Rood or thereabouts.

Robert Cantwell.

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