



ANNO DECIMO

GEORGII IV. REGIS.

Cap. 35.

An Act for confirming certain Building Leases granted by the Right Honourable *George Lord Calthorpe* of Land in the Parish of *Saint Pancras* in the County of *Middlesex*. [19th June 1829.]

WHEREAS Sir *Henry Gough Calthorpe*, formerly of *Ampton* in the County of *Suffolk*, Baronet, deceased, duly made and published his last Will and Testament in Writing, bearing Date on or about the Twenty-ninth Day of *July* One thousand seven hundred and ninety-one, and after thereby confirming the Settlement made on his Marriage with his Wife Dame *Frances Calthorpe*, formerly *Frances Carpenter* Spinster, and all the Uses, Limitations, Trusts, and Agreements thereby limited, appointed, and entered into by him, and desiring that his said Wife might have the full Benefit of the Provision thereby intended for her, (and which Settlement did not comprise the said Testator's *Middlesex* Estate,) the said Testator gave and devised to his said Wife during her Life, if she should so long continue his Widow, One annual Sum or yearly Rent-charge of One thousand two hundred Pounds, to be issuing out of all his Freehold Manors, Messuages, Lands, Tenements, Tithes, Rents, and Hereditaments in the Counties of *Warwick*,
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wick, Worcester, Suffolk, Norfolk, Middlesex, Sussex, Hampshire, Wiltshire, and in London, and out of all other his Freehold Estate whatsoever, except only such Part as was comprised in the Settlement made on his Marriage as aforesaid, which annual Sum or yearly Rent-charge of One thousand two hundred Pounds the said Testator gave to his said Wife over and above the annual Rent-charge of Eight hundred Pounds limited to her during her Life for her Jointure by the said Settlement made previously to his Marriage; but in case his said Wife should happen to marry again, then from and after such Second Marriage the said Testator gave and bequeathed to his said Wife from the Day of such Second Marriage, during the Remainder of her Life, One annual Sum of Four hundred Pounds in lieu of the aforesaid annual Sum or yearly Rent-charge of One thousand two hundred Pounds; and the remaining yearly Sum of Eight hundred Pounds of the said annual Sum or yearly Rent-charge of One thousand two hundred Pounds the said Testator gave and bequeathed to his Executors therein-after named, their Executors, Administrators, and Assigns, from the Time of such Second Marriage of his said Wife till her Death, in Trust to accumulate the same during the Life of his said Wife, and from and after her Decease in Trust to pay, transfer, or assign all Payments of the said yearly Rent-charge, and the Accumulations thereof, unto such of his Children as should be living at the Time of the Death of his said Wife, except his eldest Son or the Son who should be his Heir at Law, equally to be divided amongst them, in manner and at the respective Times therein mentioned; and the said Testator thereby charged the said Two annual Sums of Four hundred Pounds and Eight hundred Pounds, in case the same should become payable, upon the same Estates and with the same Powers and Remedies for Recovery thereof respectively as were therein-before made subject to the Payment and given for the Recovery of the said annual Sum or yearly Rent-charge of One thousand two hundred Pounds; and the said Testator thereby gave and bequeathed to each of his Sons who should be of the Age of Twenty-one Years at the Time of his Death, except his eldest Son or the Son who should then happen to be his Heir, and to each of his Daughters who should then be of that Age or married, so much lawful Money of Great Britain as would make up the Portions provided for each of them by his said Marriage Settlement the full Sum of Seven thousand Pounds, to be paid to them respectively within Two Years next after his Death, with Interest for the same after the Rate therein mentioned; and in case any of his Sons, besides his eldest Son and Heir, should be under the Age of Twenty-one Years at the Time of his Death, or in case any of his Daughters should be then under that Age and unmarried, or in case any Child should be born of his said Wife in due Time after his Death, then the said Testator gave and bequeathed to his said Wife Dame Frances Calthorpe, his Brother John Calthorpe Gough Esquire, Benjamin Keene of Charles Street, Berkeley Square, Esquire, and Randle Ford Esquire, since deceased, his Executors therein-after named, so much lawful Money of Great Britain as would then make up the Portions provided for such Children by his said Marriage Settlement the like Sum of Seven thousand Pounds a-piece had they been of competent Age to receive the same, upon Trust to place the same out at Interest on Government Securities or on Real Estate, and when any of his younger Sons should attain the

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

lawfully to be begotten, successively in Tail Male; with Remainder to the Use of the said Testator's Second Son *George*, and his Assigns, during his Life, without Impeachment of Waste, with Remainder to the Use of the Testator's said Wife and the said *John Calthorpe Gough*, *Benjamin Keene*, and *Randle Ford*, and their Heirs, during the Life of the said Testator's said Son *George*, in Trust to support the contingent Uses therein-after limited, with Remainder to the Use of the First and every other Son of the Body of the Testator's said Son *George* lawfully to be begotten, successively in Tail Male; with Remainder to the Use of the said Testator's Third Son *Frederick*, and his Assigns, during his Life, without Impeachment of Waste, with Remainder to the Use of the said Testator's said Wife and the said *John Calthorpe Gough*, *Benjamin Keene*, and *Randle Ford*, and their Heirs, during the Life of his said Son *Frederick*, in Trust to preserve the contingent Uses therein-after limited, with Remainder to the Use of the First and every other Son of the Body of the said Testator's said Son *Frederick*, successively in Tail Male; with Remainder to the Use of the Fourth and every other Son of the said Testator's Body lawfully to be begotten, successively in Tail Male, with Remainder to the Use of his said Wife and the said *John Calthorpe Gough*, *Benjamin Keene*, and *Randle Ford*, their Executors, Administrators, and Assigns, during the Term of One thousand Years, without Impeachment of Waste, but nevertheless upon and for the Trusts, Intents, and Purposes therein-after expressed, declared, and contained of and concerning the same; and from and after the Determination of the said Term of One thousand Years, and in the meantime subject thereto and to the Trusts thereof, to the Use of the said Testator's Brother *Richard Thomas Gough*, and his Assigns, during his Life, without Impeachment of Waste, with Remainder to the Use of the said Testator's said Wife and the said *John Calthorpe Gough*, *Benjamin Keene*, and *Randle Ford*, and their Heirs, during the Life of the said *Richard Thomas Gough*, in Trust to preserve the contingent Uses therein-after limited, with Remainder to the Use of the First and every other Son of the Body of the said *Richard Thomas Gough* lawfully to be begotten, successively in Tail Male; with Remainder to the Use of the said Testator's Brother the said *John Calthorpe Gough*, and his Assigns, during his Life, without Impeachment of Waste, with Remainder to the Use of the said Testator's said Wife and the said *Benjamin Keene* and *Randle Ford*, and their Heirs, during the Life of the said *John Calthorpe Gough*, in Trust to preserve the contingent Uses therein-after limited, with Remainder to the Use of the First and every other Son of the Body of the said *John Calthorpe Gough* lawfully to be begotten, successively in Tail Male; with Remainder to the Use of the said Testator's own right Heirs for ever; and the said Testator thereby declared that the said Term of One thousand Years therein-before limited in Use to his said Wife and the said *John Calthorpe Gough*, *Benjamin Keene*, and *Randle Ford*, was so limited to them in Trust, in case there should be a total Failure of Issue Male of his Body and of the respective Bodies of all his Sons, as well those born as those thereafter to be born, and any Daughter or Daughters of the said Testator shall live to attain the Age of Twenty-one Years or be married, by Mortgage, Sale, or other Disposition of all or any Part of the Premises comprised in the said Term of One thousand Years, to levy and raise the Sum of Eight thousand Pounds

Pounds for each of the said Testator's Daughters who should attain the Age of Twenty-one Years or be married, in addition to the said Sum of Seven thousand Pounds provided for them as therein-before is mentioned; and the said Will contains Powers for the said Testator's Sons *Charles*, *George*, and *Frederick* respectively, when they should have severally attained their Ages of Twenty-one Years and become entitled in Possession to his said Real Estates under his said Will, and for the Guardian or Guardians of any of them or of any other Son or Sons becoming entitled in Possession while under the Age of Twenty-one Years, during the Minority of such Son or Sons, and also for his said Brothers to whom he had given Estates for Life, as they should respectively become entitled to the said Premises in Possession, to lease the same for any Term or Terms not exceeding Twenty-one Years in Possession, and also to grant Building Leases of the same Hereditaments (except as therein mentioned) for any Term or Terms not exceeding Ninety-nine Years in Possession, under the Restrictions therein contained; and the said Testator thereby appointed his said Wife and the said *John Calthorpe Gough*, and the Survivor of them, Guardians and Guardian of all his Children living at or born after his Death, until such of them, being Sons, should attain the Age of Twenty-one Years, and such of them, being Daughters, should attain that Age or be married, which should first happen: And whereas the said Testator Sir *Henry Gough Calthorpe* was, in the Year One thousand seven hundred and ninety-six created Lord *Calthorpe*, Baron *Calthorpe* of *Calthorpe* in the County of *Norfolk*: And whereas the said *Henry Lord Calthorpe* duly made and published a Codicil to his said Will, which Codicil bears Date the Twenty-second Day of *June* One thousand seven hundred and ninety-seven, reciting that since the Date and Execution of his said Will he had Three more Sons born, namely, *William Gough Calthorpe*, *John Gough Calthorpe*, and *Arthur Gough Calthorpe*, he the said Testator did thereby revoke, annul, and make void the several Uses and Estates in and by his said Will limited to and to the Use of the Fourth, Fifth, and Sixth Sons of his Body, and the Heirs Male of the Body and Bodies of such Fourth, Fifth, and Sixth Sons respectively issuing, and in lieu thereof did thereby give and devise all and singular the Manors and Hereditaments in his said Will mentioned and specified, from and after the Determination of the several Uses and Estates limited prior to the Uses and Estates by his said Codicil revoked, to the Use of the said Testator's Fourth Son the said *William Gough Calthorpe*, and his Assigns, during his Life, with Remainder to the Use of his said Wife Dame *Frances Calthorpe*, his Brother the said *John Calthorpe Gough*, and the said *Benjamin Keene* and *Randle Ford*, and their Heirs, during the Life of his said Son *William Gough Calthorpe*, in Trust to preserve the contingent Uses therein-after limited, with Remainder to the Use of the First and every other Son of the Body of the said Testator's said Son *William Gough Calthorpe* lawfully to be begotten, successively in Tail Male; with Remainder to the Use of the said Testator's Fifth Son the said *John Gough Calthorpe*, and his Assigns, during his Life, with Remainder to the Use of the said Testator's said Wife and the said *John Calthorpe Gough*, *Benjamin Keene*, and *Randle Ford*, and their Heirs, during the Life of the said *John Gough Calthorpe*, in Trust to preserve the contingent Uses therein-after limited, with Remainder to the Use of the First and every other

other Son of the said *John Gough Calthorpe*, successively in Tail Male; with Remainder to the Use of the said Testator's Sixth Son the said *Arthur Gough Calthorpe*, and his Assigns, during his Life, with Remainder to the Use of the said Testator's said Wife, and the said *John Calthorpe Gough*, *Benjamin Keene*, and *Randle Ford*, and their Heirs, during the Life of the said *Arthur Gough Calthorpe*, in Trust to preserve the contingent Uses therein-after limited, with Remainder to the Use of the First and every other Son of the said *Arthur Gough Calthorpe* lawfully to be begotten, successively in Tail Male; with Remainder to the Use of the Seventh and all and every other the Son and Sons of the said Testator's Body, and such other Person and Persons, for such Estate and Estates, in such Order and Course, Manner and Form, and for such Intents and Purposes in all respects whatsoever, as in and by the said Testator's Will are limited, declared, and expressed concerning his aforesaid Manors, Hereditaments, and Premises immediately following and subsequent to the Use and Estate thereby limited to the said Testator's Sixth Son and the Heirs Male of his Body, and to and for no other Use, Intent, or Purpose whatsoever; and the said Testator, considering the great Fall that had happened in the Price of the Public Stocks or Funds since the Execution of his said herein-before recited Will, thought it expedient to vary or alter the said Augmentations provided by his said Will of the Portions under his said Marriage Settlement for his Children, other than and besides his eldest Son or the Son who should happen to be his Heir, in manner following; (that is to say,) in case the Fund or Government Security called or known by the Name of the Three Pounds *per Centum Consolidated Bank Annuities* should, at the End of Three Calendar Months next after his Decease, be under the then current Market Price of Seventy-five Pounds *per Centum*, then the said Testator did thereby revoke and make void all the Legacies and Provisions made by his said Will for the Augmentation of his said Children's Portions, and did, in lieu of the Legacies and Provisions thereby revoked, bequeath to each of his Sons who should be of the Age of Twenty-one Years at the Time of his Death, except his eldest Son or the Son who should be his Heir, and to each of his Daughters who should then be of that Age or married, their respective Executors and Administrators, so much lawful Money of *Great Britain* as, together with the Portions for each of them by the said Marriage Settlement, would purchase the Capital Sum of Ten thousand Pounds Three Pounds *per Centum Consolidated Bank Annuities* according to the current or Market Price at which such Annuities should happen to be at the End of Three Calendar Months next after his Decease, at which Time the said Testator declared his Will to be and did thereby direct that the said Sums of Money thereby given should be paid, or Three Pounds *per Centum Consolidated Bank Annuities* of the Value thereof transferred, to his said Sons and Daughters respectively, or their respective Executors or Administrators; and in case any of his Sons, except his eldest Son or the Son who should happen to be his Heir, should be under the Age of Twenty-one Years at the Time of his Death, or in case any of his Daughters should be then under that Age and unmarried, or in case any Child or Children should be born of his said Wife in due Time after his Death, then the Testator bequeathed to his said Wife and the said *John Calthorpe Gough*, *Benjamin Keene*, and *Randle Ford*, so much lawful Money

of *Great Britain* as, together with the Portions provided for each of them his said last-mentioned Children by his said Marriage Settlement, would purchase the like Capital Sum of Ten thousand Pounds Three Pounds *per Centum Consolidated Bank Annuities*, for the Benefit of each of them his said last-mentioned Children, according to the current Price at which such Annuities should happen to be at the End of Three Calendar Months next after his Decease, at which Time the said Testator directed his said Trustees to invest the said Sums of Money thereby given to them in the Purchase of or otherwise to set apart in their Names so much Three Pounds *per Centum Consolidated Bank Annuities* or other Government Securities of equal Value with the same as the said Sums of Money thereby given would then suffice to purchase or answer, upon Trust for the Benefit of his last-mentioned Sons and Daughters, in equal Shares, in lieu of and to be paid and transferred to them respectively at such Times and under and subject to such Trusts as the said Testator had in his said Will declared concerning the said Legacies and Provisions thereby given or made for the Augmentation of the Portions of his said last-mentioned Sons and Daughters under his said Marriage Settlement: And whereas the said *Henry Lord Calthorpe* departed this Life on the Sixteenth Day of *March* One thousand seven hundred and ninety-eight, without having altered or revoked his said Will otherwise than by his said Codicil, and without having altered or revoked his said Codicil, leaving Issue by the said *Frances Lady Calthorpe* his Widow the said *Charles Gough Calthorpe* his eldest Son and Heir at Law, and *Frances Elizabeth Gough Calthorpe*, *George Gough Calthorpe*, *Frederick Gough Calthorpe*, *William Other Gough Calthorpe* (in the said Codicil named *William Gough Calthorpe*), *John Gough Calthorpe*, *Harriet Gough Calthorpe*, and *Arthur Gough Calthorpe*, his only younger Children living at his Decease: And whereas the said *Frances Lady Calthorpe* was, on the Eighteenth Day of *March* One thousand seven hundred and ninety-eight, being Two Days after the Death of the said Testator, delivered of a Daughter, who was afterwards baptized by the Name of *Maria Lucy*, and who died in *January* One thousand seven hundred and ninety-nine: And whereas the said *Charles Gough Calthorpe*, afterwards *Charles Lord Calthorpe*, attained his Age of Twenty-one Years, and afterwards, in the Month of *May* One thousand eight hundred and seven, departed this Life intestate and without Issue, leaving the said *George Gough Calthorpe*, now *George Lord Calthorpe*, his next Brother and Heir at Law; and the said *William Other Gough Calthorpe* departed this Life sometime in the Year One thousand eight hundred and one, without Issue, under the Age of Twenty-one Years; and the said *Harriet Gough Calthorpe* departed this Life sometime in the Year One thousand eight hundred and thirteen, under the Age of Twenty-one Years and unmarried; and the said *John Gough Calthorpe* attained his Age of Twenty-one Years, and afterwards departed this Life sometime in the Year One thousand eight hundred and sixteen, without Issue; and the said *Richard Thomas Gough* departed this Life on or about the Twenty-second Day of *February* One thousand eight hundred and twenty-four, without Issue; and the said *Frances Lady Calthorpe* also departed this Life on or about the First Day of *May* One thousand eight hundred and twenty-seven: And whereas the said *Randle Ford* departed this Life sometime in or about the Year One thousand eight hundred and ten: And whereas the said *George Lord*

Lord Calthorpe, Frances Elizabeth Gough Calthorpe, Frederick Gough Calthorpe, and Arthur Gough Calthorpe, the only surviving Children of the said Henry Lord Calthorpe deceased, have long since attained their respective Ages of Twenty-one Years: And whereas the said Frederick Gough Calthorpe, in the Month of August One thousand eight hundred and twenty-three, intermarried with the Right Honourable Lady Charlotte Sophia Somerset, eldest Daughter of the Duke of Beaufort, and has Issue Four Children now living, Two Sons and Two Daughters, who are respectively Infants under the Age of Twenty-one Years; (that is to say,) Frederick Henry William Gough Calthorpe, George Arthur Gough Calthorpe, Charlotte Frances Georgiana Gough Calthorpe, and Frances Blanche Ann Gough Calthorpe, and also had another Son, Henry William Gough Calthorpe, who is since dead; but the said George Lord Calthorpe, Frances Elizabeth Gough Calthorpe, Arthur Gough Calthorpe, and John Calthorpe Gough are respectively unmarried: And whereas by an Act of Parliament made and passed in the Fifty-fourth Year of the Reign of His late Majesty George the Third, intituled *An Act to enable the Right Honourable George Lord Calthorpe and others to grant Building Leases of Land in the Parish of Saint Pancras in the County of Middlesex*, it was enacted, that from and after the passing of the said Act it should be lawful for the said George Lord Calthorpe from Time to Time during his Life, and after his Decease to and for the Person who should by virtue of or under the said recited Will and Codicil, or either of them, be for the Time being seised of or entitled to the first Estate of Freehold or Inheritance in Possession of and in the Piece or Parcel of Ground mentioned in the Schedule thereunto annexed, containing Eighteen Acres, little more or less, if such Person should be of the full Age of Twenty-one Years, or if not, then to and for the Guardian or Guardians, either testamentary or appointed by the High Court of Chancery, of such Person for the Time being, to contract and agree to let, unto any Person or Persons willing to take the same for the Purpose of building thereon any House or Houses or other Building or Buildings, and for making suitable and convenient Yards, Areas, and Gardens, or for making other Conveniences, either for the Purposes of Trade or otherwise, to the same, any Part or Parts of the said Piece or Parcel of Land or Ground described or mentioned in the Schedule thereunto annexed, for any Term or Terms not exceeding Ninety-nine Years from the Date of such Contract or Agreement, to take effect in Possession and not in Remainder or by way of future Interest, and at and under the best yearly Rent or Rents, to commence and take effect either from the Date of such Contract or Agreement, or at the End or within the Term of Five Years, to be computed from the Date of such Contract or Agreement, or by progressive Proportions, at any Time or Times within the said Five Years, that could be reasonably had or gotten at the Time of such Contract or Agreement for the Land to be therein comprised for the Purpose aforesaid, without taking any Sum of Money or other Thing by way of Fine, Premium, or Foregift, for or in respect of the same; and afterwards from Time to Time, when and as the Land so agreed to be let, or any Part thereof, should be built upon in the Manner to be stipulated in any such Contract or Agreement, and the Buildings should be covered in, by One or more Indenture or Indentures to demise and lease the Land so agreed to be let, or such Part or Parts thereof as should be so built upon,

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upon, together with the House or Houses and other Buildings thereupon erected and built, unto the Person or Persons contracting to take the same as aforesaid, or unto such other Person or Persons as he or they should nominate and appoint in that Behalf, for and during the Remainder of the Term to be specified in such Contract or Agreement, and in such Parts and Parcels, and under and subject to such Parts and Proportions of the yearly Rent or Rents to be specified in such Contract or Agreement, as should be thought proper and convenient, but so that the yearly Rent to be reserved upon any such Lease did not exceed One Sixth Part of the clear yearly Rack Rent or Value of the Land and Buildings to be thereby demised, and were not less than Forty Shillings; and it was thereby provided, that if the yearly Rent or Rents to be reserved upon the Lease or Leases to be granted of any Part or Parts only of the Land comprised in and agreed to be let by any such Contract or Agreement as aforesaid should amount to or make up the full and clear yearly Rent or Sum in such Contract or Agreement stipulated to be paid for the Whole of such Land, then and in such Case the Remainder of such Land, or any Part or Parts thereof, should from Time to Time, when and as the same should be built upon in the Manner aforesaid, be demised and leased, together with the Houses and Buildings thereupon erected, at the yearly Rent of a Peppercorn only; and it was thereby provided, that every such Contract or Agreement as aforesaid should be in Writing, and that in every such Contract or Agreement there should be inserted a Clause or Condition of Re-entry into such Part or Parts of the Land therein comprised and agreed to be let as should not be built upon in the Manner therein stipulated within a reasonable Time to be therein appointed for that Purpose; and that in every Lease to be made in pursuance of the said Act the yearly Rent or Rents to be thereby reserved should be reserved and made payable during the Continuance thereof by half-yearly or quarterly Payments, so as to be incident to and go along with the Reversion immediately expectant on the Determination of such Lease, and that there should not be reserved or taken any Sum of Money or other Thing by way of Fine, Premium, or Foregift, for or in respect of any such Lease; and that in every such Lease there should be contained a Condition of Re-entry for Nonpayment of the Rent or Rents to be thereby reserved, or any Part thereof, for the Space of Thirty Days or less after the same should become due, and also for Default of completing and finishing the House or Houses or other Buildings thereby demised, if the same should not be completed and finished before the granting of such Lease, within a reasonable Time to be specified for that Purpose; and that the Lessee or Lessees to be named in any such Lease be not thereby expressly made dispunishable for Waste, other than such as must necessarily happen by erecting any Buildings, and making such Yards, Gardens, and Conveniences as aforesaid; and that the Lessee or Lessees to be named in every such Lease should seal and deliver a Counterpart thereof, and should thereby enter into proper Covenants for the due Payment of the Rent or Rents, and for the completing and finishing of the House or Houses or other Buildings thereby demised, if not then already completed and finished, within a reasonable Time to be specified for that Purpose, and also for repairing and keeping in repair of such House or Houses or other Buildings during the Term to be demised; and

[Private.]

and that a Memorial of every such Lease, and also of every Contract or Agreement to be made by virtue and in pursuance of the said Act as aforesaid, should, within Four Calendar Months after the Day of the Date thereof respectively, be registered at the Public Office and in the Manner and Form appointed by the Act of the Seventh Year of the Reign of Her Majesty Queen Anne for the registering of Deeds and Conveyances affecting Lands in the County of Middlesex; and that every such Memorial should contain a full Description of the Lands and Hereditaments comprised in the Lease, Contract, or Agreement therein mentioned or referred to, and should specify the Term of Years in and by such Lease, Contract, or Agreement demised or agreed to be demised, and the yearly Rent or Rents thereby reserved or agreed to be reserved; and it was further enacted, that if the said George Lord Calthorpe, or any other Person for the Time being entitled to the Reversion immediately expectant upon the Determination of any Lease to be granted by virtue and in pursuance of the said Act, should at any Time thereafter enter upon and resume the Possession of the Land and Buildings comprised in any such Lease, under and by virtue of the Condition of Re-entry therein contained, either for Nonpayment of the Rent thereby reserved, or for Default of completing and finishing or repairing the Buildings therein comprised, or for any other Cause, then and in every such Case it should and might be lawful to and for the said George Lord Calthorpe, or other the Person or Persons for the Time being thereby authorized to enter into such Contracts or Agreements or to grant such Leases as aforesaid, by Indenture or Indentures to demise and lease the Lands and Buildings whereof the Possession should be so resumed unto any Person or Persons who should be willing to take the same, for any Term not exceeding the Number of Years then to come of the Term demised by the original Lease thereof to be granted in pursuance of the said Act, at and under the best yearly Rent that could be then reasonably had or gotten for the same, without taking any Sum of Money or other Thing by way of Fine, Premium, or Foregift, in respect thereof, upon any Pretence whatsoever, and upon Condition that the Lessee or Lessees should complete and finish the Buildings if unfinished, or put the same into a State of complete Repair if in want thereof, within a reasonable Time to be appointed for that Purpose; and it was thereby provided, that every Lease to be made as last-mentioned should also be under and subject to all such and the same other Conditions and Restrictions as were therein-before specified and prescribed with regard to the original Leases to be granted in pursuance and by virtue of the said Act, or such of them as should be applicable to the Circumstances of the Case; and it was further enacted, that it should be lawful for the said George Lord Calthorpe, or other the Person or Persons for the Time being authorized and empowered by the said Act to enter into such Contracts or Agreements or to grant such Leases as aforesaid, from Time to Time, as there should be Occasion, to allot and set out a competent Part of the said Piece or Parcel of Land or Ground mentioned in the Schedule thereunto annexed for Roads, Streets, Ways, or Avenues, in such Manner as should be thought necessary for the Use and Convenience of the Occupiers of the Houses and other Buildings to be erected on the same Land, or any Part or Parcel thereof as aforesaid; and it was thereby

provided and further enacted, that the said Act should not nor should any thing therein contained be construed, deemed, or taken to revoke, annul, prejudice, lessen, or affect the Powers of leasing reserved in or created by the said recited Will of the said Henry Lord Calthorpe, or any of them: And whereas since the passing of the said recited Act the said George Lord Calthorpe hath, in pursuance and under the Authority of the said Act, granted and entered into Agreements for granting divers Building Leases of Parts of the Piece or Parcel of Ground comprised in the Schedule annexed to the said Act, in conformity to the Terms, Restrictions, and Provisions contained in the same Act, except that such of the said Leases so granted and Agreements for Leases entered into as aforesaid as are specified and mentioned in the Schedule hereunto annexed have not been duly registered within Four Calendar Months after the respective Dates thereof, pursuant to the Proviso for that Purpose contained in the said recited Act as aforesaid: And whereas it is expedient that all Doubts which have arisen as to the Validity of the said Leases and the Agreement for a Lease or Leases mentioned in the said Schedule annexed to this Act, in consequence of the Memorial not having been duly registered thereof respectively as aforesaid, may be removed, and that the Title of the Lessees therein named, and Persons claiming Interest therein, may be confirmed; but the said Purposes cannot be effected without the Aid and Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects, the said George Lord Calthorpe, Frederick Gough Calthorpe on behalf of himself and of his Four infant Children the said Frederick Henry William Gough Calthorpe, George Arthur Gough Calthorpe, Charlotte Frances Georgiana Gough Calthorpe, and Frances Blanche Anne Gough Calthorpe, and the said Arthur Gough Calthorpe, John Calthorpe Gough, and Frances Elizabeth Calthorpe, and the said Benjamin Keene as Trustee as aforesaid, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That as against the said George Lord Calthorpe, and all and every the Sons and Son of the said George Lord Calthorpe, and the Heirs Male of the Body of every such Son, and the said Frederick Gough Calthorpe, Arthur Gough Calthorpe, and John Calthorpe Gough respectively, and all and every the Sons and Son of each of them the said Frederick Gough Calthorpe, Arthur Gough Calthorpe, and John Calthorpe Gough, and the Heirs Male of the Body and respective Bodies of all and every such Sons and Son, and the right Heirs of the said Henry Lord Calthorpe deceased, and the surviving Trustees named in the said recited Will and Codicil for preserving contingent Remainders, their Heirs and Assigns, and the Executors and Administrators of the said Henry Lord Calthorpe deceased, John Gough Calthorpe deceased, and Frances Lady Calthorpe deceased, respectively, and the said Frances Elizabeth Gough Calthorpe, her Executors, Administrators, and Assigns, and the surviving Trustees of the said Term of One thousand Years created by the said Will, and their respective Executors, Administrators, and Assigns, and all and every other Persons and Person having or lawfully claiming or who shall or may hereafter

Leases, &c.
mentioned in
the Schedule
confirmed.

SCHEDULE of Leases not registered within Four Months of the Date granted by Lord Calthorpe.

Dates.	Names of Lessees.	Description of Premises.	Situation.	Commencement.	Term.	Rent.	When registered.
24th November 1818	Nathaniel Jonas Maynard	Ground, with Messuage and Buildings thereon	Calthorpe Place, Gray's Inn Lane Road	Michaelmas 1818	96	First Two Years Peppercorn, Remainder at £7	27th April 1819.
21st December 1819	William Cubitt	Ditto	Ditto	Michaelmas 1819	95	First Year Peppercorn, Remainder at £7	12th May 1820.
1st January 1821	Andrew Reid, William Wigram, David Hunter, and Joshua Blackburn	Ground, with Public House called the Blue Lion	South-west Corner of Well's Street, Gray's Inn Lane Road	Christmas 1820	98½	£10	16th November 1821.
29th September 1821	Robinson Simpson	Ground, with Messuage and Buildings thereon	Ampion Street, Gray's Inn Lane Road	Michaelmas 1821	93	£7	3d May 1822.
20th November 1822	John Simpson	Ground, with Two Messuages and Buildings thereon	Calthorpe Place, Gray's Inn Lane Road	Michaelmas 1822	92	£16	17th May 1823.
20th December 1822	William Cossey	Ground, with Messuage and Buildings thereon	Gray's Inn Lane Road	Midsummer 1822	97	£8	30th April 1823.
17th June 1823	Nathaniel Scallwood	Ditto	Ditto	Lady Day 1823	91	£10	20th February 1824.
2d September 1823	John Bellamy	Ditto	Well's Street, Gray's Inn Lane Road	Midsummer 1823	96	£6	12th May 1824.
3d September 1823	Ditto	Ditto	Ditto	Ditto	96	£6	Ditto.
20th September 1823	Ditto	Ditto	Ditto	Ditto	96	£6	Ditto.
Same Date	James Halls	Ditto	Ditto	Ditto	96	£9	Ditto.
22d September 1823	Nathaniel Scallwood	Ditto	Corner of Calthorpe Street and Gray's Inn Lane	Ditto	96	First Two Years Peppercorn, Remainder at £10	24th March 1824.
4th September 1824	David Elston	Ditto	Calthorpe Street, Gray's Inn Lane Road	Midsummer 1824	95	First Year Peppercorn, Remainder at £10	8th February 1825.
Same Date	Richard Miles, Esquire	Ditto	Ampion Street, Gray's Inn Lane	Michaelmas 1823	91	£7	11th April 1825.
<i>Building Agreement.</i>							
29th September 1823	Thomas Cubitt	Ground	East Side Gray's Inn Road, North of Ampion Street, and North of Well's Street and bounded Eastward by the River Fleet	Michaelmas 1823	99	First Five Years at a Peppercorn, Remainder of Term at £540	26th January 1825.

been under what was taken in 1826
 - 21 July 1826