



ANNO QUADRAGESIMO OCTAVO

GEORGII III. REGIS.

Cap. 123.

An Act to enable *Nathaniel Lee Acton* Esquire and others, to grant Building Leases of Lands at and near *Hackney* in the County of *Middlesex*, devised by the Will of the late *Baptist Lee* Esquire.

[18th June 1808.]

WHEREAS, by the last Will and Testament, in Writing, of *Baptist Lee*, late of *Livermere*, in the County of *Suffolk*, Esquire, duly executed and attested, and dated the Sixth Day of *April*, in the Year of our Lord One thousand seven hundred and sixty-five, the said *Baptist Lee* gave and devised to his Nephew-in-law *Nathaniel Acton*, the Reverend *Joseph Lathbury* Clerk, and the Reverend *Peter Lathbury*, and their Heirs, all and singular his Manors, Advowsons, Rectories, Messuages, Lands, Tenements, and Hereditaments, in the County of *Suffolk*, and in *London*, *Middlesex*, and *Surrey*, and elsewhere in *England*, with their Appurtenances, charged with the several Annuities therein-after mentioned, upon Trust that the said *Nathaniel Acton*, in case he should so long live, or in case of his Death, that the said *Joseph Lathbury* and *Peter Lathbury*, and the Survivor of them, and the Heirs of such Survivor, should receive the Rents and Profits thereof, until his Great Nephew *Nathaniel Lee Acton* should attain his Age of Twenty-one Years, upon Trust in the first Place to apply so much of the said Rents and Profits as should be necessary in discharge of the several Annuities therein-after given; and in the

Will of
Baptist Lee
Esquire.

[Loc. & Per.]

26 P

next

next Place, out of the said Rents and Profits, to lay out in the Maintenance and Education of the said *Nathaniel Lee Acton*, until he should attain his Age of Twenty-one Years, the several Sums of Money therein mentioned; and from and after the said *Nathaniel Lee Acton* should have attained his said Age of Twenty-one Years, then to the Use of the said *Nathaniel Acton*, *Joseph Lathbury*, and *Peter Lathbury*, and their Heirs, until the said *Nathaniel Acton*, if living, or the said *Joseph Lathbury* and *Peter Lathbury* in case of the Death of the said *Nathaniel Acton*, or the Survivors or Survivor of them, or the Heirs of such Survivor, should by and out of the Surplus of the Rents and Profits of the Premises which should accrue during the Minority of the said *Nathaniel Lee Acton*, and by and out of the Rents and Profits of the said Premises which should accrue after the said *Nathaniel Lee Acton* should attain his said Age of Twenty-one Years, after Payment of the said several Annuities, and of the yearly Sum of Five hundred Pounds to the said *Nathaniel Lee Acton*, from the Time he should attain his Age of Nineteen Years, until he should be in the actual Possession of his the Testator's said Manors, Messuages, Lands, Tenements and Hereditaments, by virtue of the Limitations in his said Will specified; and by and out of the Residue of his the Testator's Personal Estate therein-after bequeathed, have raised the Sum of Six thousand Pounds of lawful Money of *Great Britain*, to be applied in Manner therein-after directed, and from and after the said Sum of Six thousand Pounds should have been raised in the Manner, and by all or any of the Ways and Means aforesaid, then to the Use of the said *Nathaniel Lee Acton* and his Assigns, for his Life, subject to the Payment of the said several Annuities; Remainder to the Use of the said Trustees and their Heirs during the Life of the said *Nathaniel Lee Acton*, upon Trust to preserve Contingent Remainders, but to permit the said *Nathaniel Lee Acton* to take the Rents and Profits during his Life; Remainder to the Use of the First and other Sons of the said *Nathaniel Lee Acton*, severally and successively in the Order of Birth, and the Heirs Male of their respective Bodies; Remainder to the Use of the First and other Daughters of the said *Nathaniel Lee Acton*, severally and successively in the Order of Birth, and the Heirs Male of their respective Bodies, and for Default of all such Issue, and after various Devises or Limitations which comprized only the said Testator's Estate in *Great and Little Livermere* and *Great Welbetham* in the said County of *Suffolk*, and in *Lawshall* in the same County; and all his Houses in *Holborn*, in the County of *Middlesex*, and his Six Houses in *Bishopsgate Street*, *London*, and the Ground Rent or Reversion of his House, in the Tenure or Occupation of *John Rogers*, (which is situate in *Bishopsgate Street* aforesaid) with their Appurtenances, the said Testator by his said Will limited all his said Manors, Messuages, Lands, Tenements, and Hereditaments, situate and being in the City of *London* and Counties of *Middlesex* and *Surrey*, whereof no Limitations had been made, in default of Issue of the said *Nathaniel Lee Acton*, to the Use of his the Testator's youngest Grand Niece *Caroline Acton* for Life; Remainder to the said Trustees and their Heirs during her Life, upon the like Trusts for preserving Contingent Remainders; Remainder to the Use of the First and other Sons of the said *Caroline Acton* severally and successively, in the Order of Birth, and the Heirs Male of their respective Bodies; Remainder to the Use of the Daughter or all the Daughters of the said *Caroline Acton* as Tenants in Common, in equal Shares, and the Heirs of the Body or respective Bodies of such Daughter or Daughters,

with Cross-remainders in Tail-general amongst such Daughters; Remainder as to all the said Testator's Estates in the County of *Middlesex*, then in the several Tenures or Occupations of *Richard Eldridge*, *William Eldridge*'s Executors *John Thomas* and *Samuel Scotts* and *Thomas Upsdell*, to the Use of his the said Testator's Great Niece *Charlotte Acton* for Life; Remainder to the said Trustees and their Heirs during her Life, upon the like Trusts for preserving Contingent Remainders; Remainder to the Use of her First and other Sons severally and successively, in the Order of Birth, and the Heirs Male of their respective Bodies; Remainder to her Daughter or all her Daughters as Tenants in Common, and the Heirs of the Body and respective Bodies of such Daughter or all such Daughters, with Cross-remainders in Tail amongst such Daughters; Remainder to the Use of his the Testator's Second Great Niece, called in his said Will *Henrietta Acton*, for Life; Remainder to the said Trustees and their Heirs during her Life, upon the like Trusts, for preserving Contingent Remainders; Remainder to the Use of her First and other Sons, severally and successively, in the Order of Birth, and the Heirs Male of their respective Bodies; Remainder to all and every the Daughter and Daughters of the said *Henrietta Acton* as Tenants in Common in Tail General, with Cross-remainders in Tail amongst such Daughters; Remainder to the Use of the right Heirs of the Body of his the Testator's late Niece *Caroline Acton* deceased, with Remainders over; and as to all the Testator's said Estates therein-before limited to the Use of the said *Caroline Acton* and the Issue of her Body, the same were limited by the said Will from and after Default of all such Issue of her Body as aforesaid, to the Use of the said *Henrietta Acton* for Life; Remainder to the said Trustees and their Heirs during her Life, upon the like Trusts for preserving Contingent Remainders; Remainder to the Use of the First and other Sons of the said *Henrietta Acton* severally and successively in the Order of Birth, and the Heirs of their respective Bodies; Remainder to the Use of the Daughter or all the Daughters of the said *Henrietta Acton* as Tenants in Common, in equal Shares, and the Heirs of the Body or respective Bodies of such Daughter or all such Daughters respectively, with Cross-remainders in Tail amongst such Daughters; Remainder to the Use of the said *Charlotte Acton* for Life; Remainder to the Use of the said Trustees and their Heirs during her Life, upon the like Trusts, to preserve Contingent Remainders; Remainder to the Use of the First and other Sons of the said *Charlotte Acton* severally and successively, in the Order of Birth, and the Heirs Male of their respective Bodies; Remainder to the Use of all and every the Daughter and Daughters of the said *Charlotte Acton* as Tenants in Common, and the Heirs of the Body or respective Bodies of such Daughter or Daughters, with Cross-remainders in Tail amongst such Daughters; Remainder to the Use of the right Heirs of the Body of his the said Testator's late Niece *Caroline Acton* deceased, with Remainder over; and the said Testator directed that the said Sum of Six thousand Pounds should be equally divided between his said Great Nieces *Charlotte Acton*, *Henrietta Acton*, and *Caroline Acton*, and be paid to them respectively at their respective Ages of Twenty-one Years, or Days of Marriage, which should first happen, provided such Marriage should be with the Consent of their Father, if living; and the said Testator thereby empowered the said *Nathaniel Lee Acton*, when he should come to and be in the actual Possession of his said Estates by virtue of the Limitations aforesaid, to grant a Rent Charge not exceeding Seven hundred and fifty Pounds a Year by way of Jointure for the Life of any Woman with

with whom he should intermarry, to be issuing out of the said Estates, in Manner and subject to the Restrictions mentioned in the said Will; and the said Testator did by his said Will give Power to the said Trustees during the Minority of the said *Nathaniel Lee Acton*, and to the said *Nathaniel Lee Acton*, *Charlotte Acton*, *Henrietta Acton*, and *Caroline Acton*, when respectively in actual Possession, to grant Leases of any Part of the said Estates for any Term not exceeding Twenty-one Years in Possession and subject to the Restrictions in the said Will in that Behalf mentioned; and the said Testator by his said Will gave to his Cousin *John Turner*, Son of Lady *Isabella Turner*, an Annuity of Fifty Pounds during his Life; to his the said Testator's Servant *George Downes*, in case he should be living with him at the Time of his Decease, one Annuity of Twenty Pounds for his Life, and after his Decease an Annuity of Ten Pounds unto

the Wife of the said *George Downes* in case she survived him, to commence from his Death and to continue for her Life; to *Sarah Grigby* of *Bury*, in the said County of *Suffolk*, Spinster, an Annuity of Twenty Pounds during her Life; to *Ann Sharpe* of *Great Livemere* aforesaid, one Annuity of Eight Pounds during her Life; and to *Charlotte* the Wife of

Bennett Esquire, Beadle of the University of *Cambridge*, one Annuity of Ten Guineas during her Life, and charged all his said Manors, Messuages, Lands, Tenements, and Hereditaments, with the Payment of the said Annuities; and he also declared by his said Will that the Limitations therein-before contained to the Use of the said *Nathaniel Lee Acton* and his Heirs were upon the exprefs Condition that the said *Nathaniel Lee Acton* and his Heirs Male should, from and immediately after the Testator's Decease, take upon him and themselves and constantly use the Surname of *Lee* before and jointly with the Surname of *Acton*; and he directed the said *Nathaniel Lee Acton* as soon as conveniently might be after he should have attained the Age of Twenty-one Years, to procure an Act of Parliament to enable him and the Heirs Male of his Body lawfully begotten, to take and use the Surname of *Lee* before and jointly with the Surname of *Acton*: And whereas the said Testator *Baptist Lee* died on or about the Twenty-fourth Day of *March* One thousand seven hundred and sixty-eight without Issue, and without having revoked or altered his said Will, and the said *Nathaniel Lee Acton* having attained the Age of Twenty-one Years, an Act of Parliament was made and passed in the Nineteenth Year of the Reign of His present Majesty, whereby the said *Nathaniel Lee Acton* and the Heirs Male of his Body were authorized to take and use the Surname of *Lee* in compliance with the said Will, and the said *Nathaniel Lee Acton* hath always used the said Surname agreeable to the Directions of the said Will: And whereas the said *Baptist Lee* never had any Niece or Great Nieces of the Name of *Acton* other than the said *Caroline Acton* and her Daughters: And whereas the said *Caroline Acton* the Niece of the said Testator, intermarried with the said *Nathaniel Acton* on or about the Twenty-seventh Day of *March* One thousand seven hundred and fifty-three, and by such Marriage had issue Three Sons (that is to say) *Nathaniel Lee* who was born in the Month of *February* One thousand seven hundred and fifty-six, and died in the Month of *March* One thousand seven hundred and fifty-six, the said *Nathaniel Lee Acton* the Devisee, born in *July* One thousand seven hundred and fifty-seven, and *William Lee Acton* who was born in the Month of *December* One thousand seven hundred and fifty-nine, and died in *February* One thousand seven hundred and sixty; and Four Daughters (that is to say) the said *Charlotte*

Death of
Baptist Lee.

Marriage of
Nathaniel
and Caroline
Acton, and
their Issue.

Charlotte Acton her eldest Daughter born in *December* One thousand seven hundred and fifty-three, *Harriet Acton* her second Daughter born in *February* One thousand seven hundred and fifty-five, *Caroline Acton* her third Daughter born in the Month of *August* One thousand seven hundred and fifty-eight, and who died in *April* One thousand seven hundred and sixty, and the said *Caroline Acton* the Devisee her youngest Daughter born in *April* One thousand seven hundred and sixty-one, and the said *Caroline Acton* the Niece was never afterwards married, and never had any Daughter of the Name of *Henrietta Acton*: And whereas the said *Caroline Acton* the Daughter, *Charlotte Acton*, and *Harriet Acton*, have all attained the Age of Twenty-one Years, and the Shares of the said *Caroline Acton* the Daughter and *Harriet Acton* of the said Sum of Six thousand Pounds directed by the said Will to be raised for the Benefit of the Testator's said Great Nieces, have long since been paid to them, but that the Share of the said *Charlotte Acton* in the said Six thousand Pounds hath not on account of her being in a weak State of Mind, and incapable of giving a Discharge been paid to her, and the said *Nathaniel Lee Acton* hath entered upon and is now in the Possession of the said devised Estates of the said *Baptist Lee* as Tenant for Life thereof, under the Limitations of the said Will: And whereas by an Indenture bearing Date the Second Day of *March* One thousand seven hundred and ninety-one, being a Settlement in Consideration of a Marriage then intended, and since solemnized between the said *Nathaniel Lee Acton* and *Penelope* his Wife, and made or expressed to be made between the said *Nathaniel Acton* of the First Part; the said *Nathaniel Lee Acton* of the Second Part; the said *Penelope* his Wife, by her then Name of *Penelope Rycroft* Spinster, of the Third Part; Sir *Nelson Rycroft* Baronet, and *Richard Stonebrow* Esquire, of the Fourth Part; and the Reverend *Combe Miller*, Dean of the Cathedral Church of *Chichester*, and *Nathaniel Colwill* Esquire, of the Fifth Part; the said *Nathaniel Lee Acton*, in exercise of his Power under the said Will, granted, limited, and appointed to the said *Penelope* his Wife a yearly Rent Charge of Seven hundred and fifty Pounds for her Jointure, to be issuing out of the said devised Estates of the said *Baptist Lee*, and payable to her during her Life if she should survive the said *Nathaniel Lee Acton*, with Power for her to enter upon the said Estates, and distrain for recovering the Arrears of the said Rent Charge: And whereas the said *Nathaniel Lee Acton* intermarried with the said *Penelope Rycroft* on the Third Day of *March* One thousand seven hundred and ninety-one: And whereas the said *John Turner*, *George Downes* and his Wife, *Sarah Grigby*, *Anne Sharpe*, and *Charlotte Bennett*, the Annuitants, are all dead: And whereas the said Devisees in Trust, *Nathaniel Acton*, *Joseph Lathbury*, and *Peter Lathbury*, are dead, the said *Joseph Lathbury* having survived the said *Nathaniel Acton* and *Peter Lathbury*, and since the Death of the said *Joseph Lathbury* by Indentures of Lease and Release bearing Date respectively the Thirtieth and Thirty-first Days of *January* One thousand eight hundred and six, the Release being of Three Parts, and made between the Reverend *Peter Lathbury* the Nephew and Heir at Law of the said *Joseph Lathbury* of the First Part; the said *Nathaniel Lee Acton* of the Second Part; and *James Sayers* Gentleman, of the Third Part; the said *Peter Lathbury* the Party, bargained, sold, and released unto the said *James Sayers* and his Heirs, all and singular the Manors, Advowsons, Rectories, Messuages, Lands, Tenements, and Hereditaments in *Great and Little Livermere*, *Lawshall*, *Great Whelnetham*, and other Places in the County of *Suffolk*, and in *London*, *Middlesex*, and

Disposition
of Legacy of
£.6,000.Marriage
Settlement.Life Annui-
tants and
Devisees in
Trust dead,
and Convey-
ance from the
Heir at Law
of the surviv-
ing Trustees
to the remain-
ing Uses of
the Will.

Nathaniel
Lee Acton
hath no Issue.

Estate of the
Testator in
or near
Hackney.

Surrey, and elsewhere in *England*, with the Appurtenances comprized in the said Will of the said *Baptist Lee*, and thereby devised to the said *Nathaniel Acton*, *Joseph Lathbury*, and *Peter Lathbury* deceased, and their Heirs; to hold unto the said *James Sayers* and his Heirs, to such Uses, upon such Trusts, and to and for such Intents and Purposes, and under and subject to such Rent Charge and other Charges, Powers of Entry and Distress, and other Powers, Conditions, Limitations, Provisoos, and Declarations as were in and by the said Will, or by virtue or in pursuance of the same, expressed, declared, created, or limited, of, upon, or concerning the said Manors, Advowsons, Rectories, Messuages, Lands, Tenements, Hereditaments, and Premises respectively, to take Effect or to arise from or after the raising of the said Sum of Six thousand Pounds as aforesaid, or to, for, upon, or under and subject to such and so many of the same Uses, Trusts, Intents, and Purposes, Charges, Powers, Conditions, Limitations, Provisoos, and Declarations as were subsisting and undetermined or capable of taking Effect, or as near thereto as the Deaths of Parties and other intervening Events would admit of: And whereas the said *Nathaniel Lee Acton* hath never had any Issue, and the said *Caroline Acton* the Daughter has never been married, and the said *Harriet Acton* hath intermarried with and now is the Wife of Sir *William Middleton* Baronet, and hath Issue Two Children only, *videlicet*, *William Fowle Middleton* her only Son, who has attained the Age of Twenty-one Years, and One Daughter, *Sarah Louisa*; and the said *Nathaniel Lee Acton* is the only Son and Heir of the Body of the said Testator's Niece *Caroline Acton* deceased; and the said *Charlotte Acton* the Devisee for Life in Remainder in the said Will has never been married, and is now deprived of her Reason, but no Commission of Lunacy has been issued against her: And whereas Part of the said Estates of the said *Baptist Lee* contained in and devised by the said Will, consists of several Parcels of Land lying at or near the Town of *Hackney*, in the County of *Middlesex*, particularly mentioned and described in the Schedule hereunto annexed, and now let to Tenants at Will for the common Purposes of Occupation, and upon a small Part of which there are several very old Houses, Sheds, and small Buildings, in a ruinous and decayed State, but the said Parcels of Lands are situate in a populous and improving Neighbourhood, and are convenient for building upon; and it being apprehended that they may be leased for the Purpose of building upon Terms highly advantageous and beneficial to all Parties interested, the said *Nathaniel Lee Acton* and *Penelope* his Wife, *Caroline Acton*, Sir *William Middleton*, and *Dame Harriet Middleton* his Wife, and the said *William Fowle Middleton*, are respectively desirous that a Power of granting such Leases should be vested in the said *Nathaniel Lee Acton*, and in the Person or Persons who shall from Time to Time be entitled beneficially to an Estate of Freehold or Inheritance in Possession in the said Lands for the Time being; but inasmuch as no Power to grant Leases for any Term longer than Twenty-one Years in Possession is given by the said Will of the said *Baptist Lee*, and by Reason of the strict Limitations of the said Will the same cannot be effectuated without the Aid and Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects the said *Nathaniel Lee Acton* and *Penelope* his Wife, *Caroline Acton*, Sir *William Middleton* and *Dame Harriet Middleton* his Wife, and the said *William Fowle Middleton*, 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,

Commons, in this present Parliament assembled, and by the Authority of the same, That immediately from and after the passing of this Act it shall and may be lawful to and for the said *Nathaniel Lee Acton* during his Life, being entitled as Tenant for Life in Possession under and by virtue of the Limitations of the said Will of the said *Baptist Lee*, and of the said Indentures of the Thirtieth and Thirty-first of *January* One thousand eight hundred and six, and after the Death of the said *Nathaniel Lee Acton*, to and for such Person or Persons as shall from Time to Time thereafter for the Time being be beneficially entitled under and by virtue of the Limitations of the said Will and the said Indentures as Tenants for Life in Possession, if such Person or Persons shall be of the Age of Twenty-one Years, or if not, to and for his, her, or their Guardian or Guardians for the Time being, either testamentary or appointed by the High Court of Chancery; and if the said *Charlotte Acton*, being entitled as aforesaid as Tenant for Life in Possession, shall be of unsound Mind, to and for her Committee or Committees for the Time being, appointed by the High Court of Chancery, 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 Buildings, and for making suitable and convenient Yards, Areas, and Gardens, or other Conveniences to the same, any Part or Parts of the said Lands and Hereditaments (including the Scite of the said old Houses and Buildings, and with Liberty to pull down the same and use the Material thereof) comprized in the said Schedule, for any Term 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 that can be reasonably had or gotten at the Time of such Contract or Agreement for the Lands to be therein comprized for the Purpose aforesaid, without taking any Sum of Money or other Thing by way of Fine, Premium, or Foregift, for or in respect of the same, and afterwards from Time to Time when and as the Land so agreed to be let or any Part thereof shall be built upon in the Manner to be stipulated in any such Contract or Agreement, and the Buildings shall be covered in by One or more Indenture or Indentures, to demise and lease the Land so agreed to be let, or such Part or Parts thereof as shall be so built upon, together with the House or Houses and other Buildings thereupon erected and built, unto the Persons or Person contracting to take the same as aforesaid, or unto such other Person or Persons as they shall nominate and appoint in that Behalf, for and during the Remainder of the Term to be specified in such Contract or Agreement, and in such Parts or Parcels and under and subject to such Parts and Proportions of the yearly Rent or Rents to be specified in such Contract or Agreement as shall be thought proper and convenient, but so that the yearly Rent to be reserved upon any such Lease do not exceed One Sixth Part of the clear yearly Rack Rent or Value of the Land and Buildings to be thereby demised and be not less than Forty Shillings; provided always, that if the yearly Rent or Rents to be reserved upon the Lease or Leases to be granted of any Part or Parts only of the Land comprized and agreed to be let in and by any such Contract or Agreement as aforesaid, shall amount to or make up the full yearly Rent or Sum therein stipulated to be paid for the Whole of such Land, then and in such Case the Remainder of such Land, or any Part or Parts thereof shall and may from Time to Time when and as the same shall be built upon in the Manner aforesaid, be demised and leased together with the Houses

Building
Leases may
be granted.

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

Persons entitled to the Reversion may, on Re-entry upon the Premises, grant fresh Leases.

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

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

III. And be it further enacted, That it shall and may be lawful to and for the said *Nathaniel Lee Acton*, or other the Person or Persons for the Time being, authorized and empowered by this Act to grant such Leases as aforesaid, as there shall be Occasion, to set out a competent Part of the said Lands comprized in the said Schedule for Roads, Streets, Ways, or Avenues, in such Manner as shall be thought necessary for the Use and Convenience of the Occupiers of the Houses and other Buildings to be erected on the same Lands as aforesaid.

Persons empowered to grant Leases, may set out a Part for Roads, etc.

IV. And be it further enacted, That every Demise and Lease to be made in pursuance of this Act shall be good and effectual in the Law, and that the Lessees to be in such Demises or Leases respectively named, their respective Executors, Administrators, and Assigns, paying the Rent or Rents, and Reservations thereof, respectively reserved or made payable, and performing the Covenants, Conditions, and Agreements therein on their Parts respectively contained, shall and may hold and enjoy the Premises so to them respectively demised or leased, according to the Purport of such Demises or Leases respectively; and that every Contract or Agreement to demise or lease to be entered into in pursuance of this Act, shall be as good and available as if the Person or Persons so contracting to demise was or were at the Time of executing every such Contract seised of the absolute Fee Simple and Inheritance of the Land and Premises thereby contracted to be demised as aforesaid.

Demises or Leases to be good in Law.

V. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators (other than and except the said *Nathaniel Lee Acton* and the said *Penelope* his Wife, and the first and other Sons of the said *Nathaniel Lee Acton*, and the Heirs Male of their respective Bodies, and the first and other Daughters of the said *Nathaniel Lee Acton* and

General Saving.

the Heirs Male of their respective Bodies, and the said *Caroline Acton* the Daughter, and the First and other Sons of the said *Caroline Acton*, and the Heirs Male of their respective Bodies, and the Daughters of the said *Caroline Acton*, and the Heirs of their Bodies, and the said *Charlotte Acton*, and her First and other Sons, and the Heirs Male of their Bodies, and the Daughters of the said *Charlotte Acton*, and the Heirs of their Bodies, and the said *Sir William Middleton* and *Dame Harriet Middleton* his Wife, and the said *William Fowle Middleton*, and the Heirs Male of his Body, and all other the Sons of the said *Dame Harriet Middleton*, and the Heirs Male of their Bodies, and all the Daughters of the said *Dame Harriet Middleton*, and the Heirs of their Bodies, and also the Heirs of the Body of the said *Caroline Acton* deceased, and the Heirs and Assigns of the said *Nathaniel Lee Acton*, and the Trustees or Trustee for the Time being under the Will of the said *Baptist Lee*, or the said Indentures of Lease and Release of the Thirtieth and Thirty-first Days of *January* One thousand eight hundred and six, for preserving the Contingent Remainers thereby devised or limited, and their Heirs, and all and every other Persons and Person whomsoever, claiming or to claim any Estate, Right, Title, Interest, Claim and Demand of, in, to, or out of the said Lands comprized in the said Schedule hereto annexed, under the said Will of the said *Baptist Lee*; or the said Indentures of Lease and Release of the Thirtieth and Thirty-first Days of *January* One thousand eight hundred and six,) all such Estates, Rights, and Interests as they or any of them have or hath or could have held and enjoyed in case this present Act had not been made.

Act to be
printed by
the King's
Printer.

VI. And be it enacted, That this Act shall be printed by the Printer to the King's most Excellent Majesty, and a Copy thereof so printed shall be admitted as Evidence thereof by all Judges, Justices, and others.

The

The SCHEDULE to which the foregoing Act refers:

NAMES of PLACES	NAMES of TENANTS.	PREMISES.	Quantity by Ad-measurement.			Yearly Rent.
			A.	R.	P.	
HACKNEY - }	Formerly Rich ^d Eldridge now Robert Brown	Clofe of Land - -	9	2	1	40 0 0
		Another Clofe - -	2	0	18	
		Another Clofe - -	3	0	27	
		Another Clofe - -	1	0	25	
	R ^d Eldridge, now J ⁿ Aird	Gardens - -	0	2	24	6 0 0
Near Hackney, at HAGGERSTONE, in the Parish of St. Leonard, Shoreditch }	Formerly Thomas Updell, John Scott, Tho ^s Scott, and Samuel Scott, now Joseph Wigg	Houfes and Sheds, Yards and Gardens, called Haggerstone - - }	1	2	16	382 10 0
		Black Horfe Field -	7	1	32	
		Cartway from the Road to Haggerstone - }	0	1	34	
		The 4 Acre Field - -	4	0	26	
		The 5 Acre Field - -	5	3	12	
		The 10 Acre Field - -	9	1	32	
		The 9 Acre Field - -	11	1	23	
		The nearer 12 Acre Field	10	2	16	
		The further 12 Acre Field	13	1	29	
At HOXTON - }	Formerly in the Occupa- tion of M ^{rs} . Scott, now of Joseph Wigg }	The 19 Acre Field -	20	3	20	
		A Piece of Land - -	2	0	9	

John Edwards.

