



ANNO DUODECIMO & DECIMO TERTIO

# VICTORIÆ REGINÆ.

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## Cap. 13.

An Act to authorize the Trustees of the Will of the late *Anthony Harman* Esquire to grant Building, Improving, and other Leases of certain Freehold Estates devised by the said Will.

[28th July 1849.]

**W**HEREAS *Anthony Harman*, late of *Croydon* in the County of *Surrey*, Esquire, deceased, made and duly signed and published his last Will and Testament in Writing, bearing Date the Twenty-fourth Day of *October* One thousand eight hundred and forty-three, and thereby, after giving, devising, and bequeathing unto his the said Testator's Son *Thomas Harman*, his Heirs, Executors, Administrators, and Assigns, all those his the said Testator's One hundred Shares in the Land Investment Company at *Gravesend* in the County of *Kent*, and also his Twenty Steam Boats Shares, and also all those his Twenty Shares in the Literary Institution at *Gravesend*, and also all those his Twenty Shares in the *New Zealand* Company, and also all that his Seven hundred and five Pounds secured on the Tolls of the *Reigate* Road, and also all that his Share in the *Terrace Gardens* at *Gravesend*, and also all other his Shares and Interests in the said Companies, Road, Institution, and Gardens,  
 [Private.]

Will of  
 A. Harman,  
 Esq., dated  
 24th Oct.  
 1843.

and in any other Company or Companies whatsoever, and all the Benefit and Advantage thereof respectively, to hold unto the said *Thomas Harman*, his Heirs, Executors, Administrators, or Assigns, according to the Nature and Quality thereof, to and for his and their own Use and Benefit; and after giving, devising, and bequeathing all his Copyhold and Customary Messuages, Lands, Tenements, Hereditaments, and Premises whatsoever and wheresoever, with their and every of their respective Rights, Members, and Appurtenances, subject nevertheless to any Mortgages and Incumbrances thereon or any Part thereof, unto his said Son *Thomas Harman*, to hold to him, his Heirs, Executors, Administrators, and Assigns, according to the Customs of the several Manors under which the same are held, to and for his and their own Use and Benefit, the said Testator gave and devised all his Freehold Messuages, Lands, Tenements, and Hereditaments, and all other his Real Estate, whatsoever and wheresoever, whether in possession, reversion, remainder, or expectancy, not therein-before devised, except any Real Estates vested in him as Trustee or Mortgagee, (subject nevertheless to any Mortgages and Incumbrances thereon, and subject also and charged as therein-after mentioned,) unto *Edward Henry Rickards* and *Samuel Walker* of *Lincoln's Inn Fields* in the County of *Middlesex*, Gentlemen, their Heirs and Assigns, upon the Trusts, and to and for the Ends, Intents, and Purposes therein-after declared and mentioned of and concerning the same, (that is to say,) upon trust, as to one Moiety or equal Half Part thereof, from Time to Time to pay the yearly and other Rents, Issues, and Profits thereof unto the said *Thomas Harman* and his Assigns, or otherwise permit and suffer or authorize and empower him and them to receive the same, for and during the Term of his natural Life, subject nevertheless as aforesaid, and also subject and charged as therein-after mentioned, and from and after his Decease in trust for all or any One or more of the Children of the said *Thomas Harman*, for such Interest or Interests, either present or future, and in such Parts, Shares, and Proportions, and subject to such Conditions, Restrictions, and Limitations over in favour of any other or others of the said Children, and with such Directions or Regulations for Maintenance, Education, and Advancement, and to be assured to him, her, or them at such Age or Ages, either absolutely or upon such Contingency as the said *Thomas Harman* should by his last Will and Testament, or any Codicil or Codicils thereto, to be respectively signed and published by him in the Presence of and attested by Two Witnesses, direct or appoint, to whom and to whose Use the said Testator directed his said Trustees, and the Survivors and Survivor of them, and the Heirs of such Survivor, to release, convey, and assure the same Moiety accordingly, subject nevertheless as aforesaid, and also subject and charged as therein-after mentioned, and in default of such Direction and Appointment, and, subject to the said Power of Appointment, and to any Appointment or Appointments to be made under the same, which should not be a complete Disposition of the whole of the said Moiety, and the Fee Simple and Inheritance thereof, in trust for all and every the Child and Children of the said *Thomas Harman* who should be living at the Time of his the said *Thomas Harman's* Decease, or born in due Time thereafter, and their Heirs, as Joint Tenants, if more than One, and if but One then

then as to the whole of the said Moiety in trust for such One Child, and his or her Heirs, to whom and to whose Use respectively the said Testator thereby directed his said Trustees, and the Survivors and Survivor of them, and the Heirs of such Survivor, to release, convey, and assure the same Moiety accordingly, subject nevertheless as aforesaid, and also subject and charged as therein-after mentioned, but in case there should not be any Children or Child of the said *Thomas Harman* living at the Decease of the said *Thomas Harman*, or born in due Time thereafter, then in trust for all or any One or more of his the said Testator's Children or Grandchildren (such Grandchildren to be born in the Lifetime of the said *Thomas Harman*), for such Interest or Interests, either present or future, and in such Parts, Shares, and Proportions, and subject to such Conditions, Restrictions, and Limitations over in favour of any other or others of the said Children or Grandchildren, and with such Directions or Regulations for Maintenance, Education, and Advancement, and to be assured to him, her, or them at such Age or Ages, either absolutely or upon such Contingency as the said *Thomas Harman* should by his last Will and Testament, or any Codicil or Codicils thereto, to be respectively signed and published by him in the Presence of and attested by Two Witnesses, direct and appoint, to whom and to whose Use respectively the said Testator thereby directed his said Trustees, and the Survivors and Survivor of them, and the Heirs of such Survivor, to release, convey, and assure the same Moiety accordingly, subject nevertheless as aforesaid, and also subject and charged as therein-after mentioned, and in default of such Direction or Appointment, and subject to the said Power of Appointment, and to any Appointment or Appointments to be made under the same which should not be a complete Disposition of the whole of the said Moiety, and the Fee Simple and Inheritance thereof, in trust from Time to Time to pay the yearly and other Rents, Issues, and Profits thereof unto his the said Testator's Daughter *Elizabeth Becket*, therein by Mistake called *Eliza Beckitt*, and her Assigns, or otherwise permit and suffer or authorize and empower her and them to receive the same for and during the Term of her natural Life, subject nevertheless as aforesaid, and also subject and charged as therein-after mentioned, and from and after her Decease in trust for all and every the Child and Children of the said *Elizabeth Becket* who should be living at the Time of her Decease, and their Heirs, as Joint Tenants, if more than One, and if but One then as to the whole of the said Moiety in trust for such One Child, and his or her Heirs, to whom and to whose Use respectively the said Testator thereby directed his said Trustees, and the Survivors and Survivor of them, and the Heirs of such Survivor, to release, convey, and assure the same Moiety accordingly, subject nevertheless as aforesaid, and also subject and charged as therein-after mentioned; and the said Testator thereby declared that it should be lawful to and for the said *Thomas Harman*, by any Deed or Deeds under his Hand and Seal, executed in the Presence of and attested by Two or more Witnesses, or by his last Will and Testament, or any Codicil or Codicils thereto, to be respectively signed and published by him in the Presence of Two or more Witnesses, from Time to Time to direct, limit, or appoint the said Moiety or any Part thereof unto and to the

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Use of any Woman who might become his Widow, for and during the Term of her natural Life, or so long thereof as in such Appointments or Appointment should be limited or directed; and the said Testator thereby directed his said Trustees, and the Survivors and Survivor of them, and the Heirs of such Survivor, to pay to such Woman and her Assigns, or otherwise permit and suffer, authorize and empower, her and them to receive and take the yearly and other Rents, Issues, and Profits of the same Moiety, or so much thereof as should be appointed as aforesaid, to and for her and their own Use and Benefit, according to the true Intent and Meaning of such Appointment or Appointments, subject nevertheless as aforesaid, and also subject and charged as therein-after mentioned, and as to the other Moiety or equal Half Part of the said Freehold Estates, upon trust that they the said Trustees, and the Survivors and Survivor of them, and the Heirs, Executors, Administrators, or Assigns of such Survivor, should from Time to Time pay the yearly and other Rents, Issues, and Profits thereof unto his the said Testator's Son *Henry Harman*, and his Assigns, or otherwise permit and suffer, authorize and empower, him and them to receive the same for and during the Term of his natural Life, subject nevertheless as aforesaid, and also, subject and charged as therein-after mentioned, and from and after his Decease, in trust for all and every the Child and Children of the said *Henry Harman* who should be living at the Time of his the said *Henry Harman's* Decease, or born in due Time thereafter, and their Heirs, as Joint Tenants, if more than One, and if but One then as to the whole of the said last-mentioned Moiety in trust for such One Child and his or her Heirs, to whom and to whose Use respectively the said Testator thereby directed his said Trustees, and the Survivors and Survivor of them, and the Heirs of such Survivor, to release, convey, and assure the same Moiety accordingly, subject nevertheless as aforesaid, and also subject and charged as therein-after mentioned; but in case there should not be any Child or Children of the said *Henry Harman* living at the Decease of the said *Henry Harman*, or born in due Time thereafter, then the said Testator directed his said Trustees, and the Survivors and Survivor of them, and the Heirs of such Survivor, to stand and be seised of the same Moiety of the said Freehold Estates, subject nevertheless as aforesaid, and also subject and charged as therein-after mentioned, upon such Trusts, and to and for such Ends, Intents, and Purposes, in such Parts, Shares, and Proportions, and with, under, and subject to such Powers and Declarations as were therein-before declared and contained of and concerning the first-mentioned Moiety of his said Freehold Estates, or such of them as should be then subsisting and capable of taking effect, save and except that the said *Thomas Harman* should not have any Power to make any Appointment of the Moiety of his said Freehold Estates lastly therein-before limited in favour of any Woman who might become his Widow; and the said Testator thereby declared that it should be lawful to and for the said *Henry Harman*, by and with the Consent and Approbation of the said Trustees, and the Survivors and Survivor of them, or the Heirs of such Survivor, but not otherwise, by any Deed or Deeds, with or without Power of Revocation, under his Hand and Seal, executed in the Presence of and attested by Two or more Witnesses, from Time to Time to direct, limit, or appoint the Moiety  
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of his the said Testator's Freehold Estates lastly therein-before limited, or any Part of such Moiety, unto and to the Use of any Woman who might become his the said *Henry Harman's* Widow, for and during the Term of her natural Life, or so long thereof as in such Appointment or Appointments should be limited or directed; and the said Testator thereby directed his said Trustees, and the Survivors and Survivor of them, and the Heirs of such Survivor, to pay to such Woman and her Assigns, or otherwise permit and suffer, authorize and empower, her and them to receive and take the yearly and other Rents, Issues, and Profits of the same Moiety, or so much thereof as should be appointed as aforesaid, to and for her and their own Use and Benefit, according to the true Intent and Meaning of such Appointment or Appointments, subject nevertheless as aforesaid, and also subject and charged as therein-after mentioned; and the said Testator did thereby expressly declare, that as well the Share of the Residue of his Personal Estate as the Life Interest in the Moiety of his Freehold Estates lastly therein-before limited, and all other Benefit and Advantage under his said Will, were given to the said *Henry Harman*, upon the Condition only that the said *Henry Harman*, his Executors, Administrators, or Assigns, should, when thereto required by the said Trustees, within such reasonable Time as the said Trustees should appoint, in due Form of Law quit and relinquish all Claim upon his the said Testator's Estate in respect of the Share of the said Testator's Bond for Ten thousand Pounds given and bequeathed to him in and by the Will of his the said Testator's late Son *Charles Becket Harman*, therein called *Charles Harman*; and the said Testator did also declare, that in case the said *Henry Harman*, his Executors, Administrators, or Assigns, should neglect or refuse to comply with the Condition lastly therein-before contained within the Time aforesaid, the Gifts to him of the said Part or Share of the Residue of the said Testator's Personal Estate, and of the Life Estate, with Remainder to his Children, in the Moiety of the said Testator's Freehold Estates therein-before contained, and all other Benefit and Advantage under his Will for him or his Children, should be utterly null and void, and the said Testator did in such Case revoke the same, and directed that the said Part of the Residue of his Personal Estate therein-before given to him should go to the said *Thomas Harman* and *Elizabeth Becket*, and be paid to them or applied for their Benefit in such and the same Manner, and with such and the same Limitations and Provisions, as their respective Shares of the Residue of the said Testator's Personal Estate were therein-before directed to be paid or applied, and his said Trustees and their Heirs should stand seised of the Moiety of his said Freehold Estates lastly therein-before limited from and immediately after such Neglect or Refusal as aforesaid, subject nevertheless as aforesaid, and also subject and charged as therein-after mentioned, upon such Trusts, and to and for such Ends, Intents, and Purposes, in such Parts, Shares, and Proportions, and with, under, and subject to such Powers, Provisoos, and Declarations as were therein-before declared of and concerning the Moiety of his said Freehold Estates firstly therein-before limited, save and except that the said *Thomas Harman* should not have any Power to make any Appointment of the Moiety so forfeited in favour of any Woman

[*Private.*]

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who might become his Widow; and the said Testator did thereby charge the whole of his said Freehold Estates with the Payment unto his Daughter *Mary Harman* during her Life of One Annuity, yearly Rent-charge, or clear annual Sum of Three hundred Pounds, and directed that the same should be paid to his said Daughter by Four equal quarterly Payments in each Year, *videlicet*, 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*, and that the first Payment thereof should be made on such of those Days as should first happen next after his Decease, and a proportionate Part thereof should be paid to the Executors or Administrators of his said Daughter from such quarterly Day as aforesaid as should next precede her Death, up to the Day on which the same should happen, and in case any or either of such Payments should be in arrear and unpaid for the Space of Twenty-one Days next after any or either of the Days whereon the same ought to be paid as aforesaid, being lawfully demanded, the said Testator did thereby give and grant unto his said Daughter, and her Executors and Administrators, full Power and Authority to recover the same, and all Costs, Charges, and Expenses to be from Time to Time occasioned by or attending the Nonpayment thereof, by Distress and Sale, in like Manner as in Distresses taken for Rent on common Demises; and the said Testator did declare, that in case his said Daughter should be married at the Time of the Commencement of her said Annuity or Rent-charge, or at any Time or Times thereafter, she should not have Power to anticipate, charge, or transfer the same, or any Part or Portion thereof, but that the said Annuity or yearly Sum should be paid into her own Hands for her separate Use and Benefit; and the said Testator declared, that if his said Daughter should be married at the Time of the Commencement of her said Annuity or Rent-charge, or at any Time or Times thereafter, and should at any Time thereafter attempt to anticipate, charge, or transfer the same or any Part thereof, then the said Annuity or yearly Sum should immediately thereupon cease and be no longer payable: And whereas the said *Anthony Harman* the Testator died in or about the Month of *January* in the Year of our Lord One thousand eight hundred and forty-five, without having revoked or in anywise altered his said Will, and leaving *Elizabeth Harman* his Widow, and the said *Thomas Harman*, *Henry Harman*, *Elizabeth Becket*, *Mary Harman*, *Edward Henry Rickards*, and *Samuel Walker* him surviving: And whereas the said *Thomas Harman* is the Second Son and Heir at Law of the said Testator *Anthony Harman*, the said *Charles Becket Harman*, the eldest Son of the said Testator, having died in his the said Testator's Lifetime, unmarried and without Issue: And whereas the said *Thomas Harman* is married, but has no Issue: And whereas the said *Henry Harman* is married, but has no Issue: And whereas the said *Elizabeth Becket* has Issue Five Children only, (*videlicet*,) *Mary Becket*, who has attained her Age of Twenty-one Years, and *Elizabeth Anne Becket*, *Ellen Becket*, *Ann Becket*, and *Fanny Stewart Becket*, all of whom are now Infants under the Age of Twenty-one Years: And whereas the said *Mary Harman* is a Spinster and unmarried: And whereas the Freehold Estates of the said *Anthony Harman* are of considerable Value, and consist of a large Brewery and Premises at *Tonbridge* in the County of *Kent*,  
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a large Brewery and Premises at *Croydon* in the County of *Surrey*, and of divers Public Houses, Messuages, Lands, Tenements, and Hereditaments in the Counties of *Middlesex*, *Kent*, and *Surrey*, and elsewhere: And whereas the Schedule to this Act comprises a Part or Parts of the said Freehold Estates of the said *Anthony Harman* deceased: And whereas the Brewhouse, Messuages, or Tenements, Hereditaments and Premises, mentioned and conveyed in and by the Indentures of Lease and Release next herein-after mentioned, form Part of such of the Freehold Estates of the said *Anthony Harman* deceased as are comprised in the said Schedule to this Act: And whereas by Indentures of Lease and Release bearing Date respectively the Ninth and Tenth Days of *October* One thousand eight hundred and sixteen, the Release being made between the said *Anthony Harman* the Testator of the First Part, the said *Elizabeth Harman*, then *Elizabeth Rogers*, of *Gravesend* in the County of *Kent*, Spinster, and now the Widow of the said Testator, of the Second Part, *Charles Becket* of *Milton-next-Gravesend* aforesaid, Brewer, and *Charles Andrew Becket* of *Milton-next-Gravesend* aforesaid, Gentleman, of the Third Part, being the Settlement made on the Marriage then intended and which was shortly afterwards solemnized between the said Testator *Anthony Harman* and the said *Elizabeth Rogers*, it was witnessed, that the said *Anthony Harman* did grant, bargain, sell, release, and confirm unto the said *Charles Becket* and *Charles Andrew Becket*, their Heirs and Assigns, all that Messuage or Tenement situate, lying, and being in *Croydon* fronting to the *High Street* thereof, formerly in the Tenure or Occupation of *John Heathfield*, and then lately of *William Smith*, together with the Brewhouse, and all the Storehouses, Cellars, Granaries, Barns, Stables, Outhouses, Edifices, Buildings, Yards, Backsides, and Close of Land thereto belonging, and therewith usually held and enjoyed by *John Heathfield* and *William Smith* when Tenants thereof, and also all that other Messuage or Tenement situate on the East Side of the *High Street* of *Croydon* aforesaid, and abutting North on the Brewhouse and Premises therein above mentioned, together with the Barn, Stable, Shed, and other Outbuildings, Yard, and Garden thereunto belonging, formerly in the Tenure or Occupation of *Thomas Roberts*, to hold the same, with the Appurtenances, unto the said *Charles Becket* and *Charles Andrew Becket*, their Heirs and Assigns, to the Uses, upon the Trusts, and to and for the Ends, Intents, and Purposes therein-after limited, expressed, and declared of and concerning the same, that is to say, to the Use of the said *Anthony Harman*, his Heirs and Assigns, until the Solemnization of the said intended Marriage, and from and after the Solemnization of the said intended Marriage to the Use of the said *Anthony Harman* and his Assigns for and during the Term of his natural Life, without Impeachment of Waste, and from and after the Decease of the said *Anthony Harman* to the Use, Intent, and Purpose that the said *Elizabeth Rogers* and her Assigns, in case she should survive the said *Anthony Harman* her intended Husband, should and might, from Time to Time after the Decease of the said *Anthony Harman*, and thenceforth during the Term of her natural Life, have, receive, take, and enjoy One annual Sum or yearly Rent-charge of Four hundred Pounds of lawful Money of the United Kingdom of *Great Britain* and *Ireland* current in *Great Britain*, to be

Settlement on the Marriage of the Testator with Miss Rogers, dated 9th and 10th Oct. 1816.

be yearly issuing, growing, and payable out of and charged and chargeable upon all and singular the said Messuage, Tenements, and Hereditaments thereby released or otherwise assured, or intended so to be, and to be payable and paid to the said *Elizabeth Rogers* and her Assigns on the Days and in the Manner therein mentioned, the first quarterly Payment of the said annual Sum or yearly Rent-charge of Four hundred Pounds to become due and be made on such of the Days of Payment as should happen next after the Decease of the said *Anthony Harman*, and the said annual Sum or yearly Rent-charge of Four hundred Pounds to be for and in the Name or in the Nature of a Jointure for the said *Elizabeth Rogers*, and in lieu, bar, recompence, and full Satisfaction of all such Dower or Thirds and Freebench at the Common Law, by Custom, or otherwise, as she might have, claim, challenge, or demand of, in, to, out of, or upon any Messuages, Tenements, and Hereditaments of, in, or to which the said *Anthony Harman* her intended Husband should at any Time during the said intended Coverture be seised, possessed, or entitled for any Estate of Freehold or Inheritance or Customary Estate, with the usual Powers of Distress and Entry, and, subject to the said annual Sum or yearly Rent-charge of Four hundred Pounds, and the Powers and Remedies for recovering and enforcing Payment of the same, to the Use of the said *Charles Becket* and *Charles Andrew Becket*, their Executors, Administrators, and Assigns, for the Term of Ninety-nine Years, to be computed from the Day next before the Day of the Date of those Presents, and thence next ensuing and fully to be complete and ended, without Impeachment of Waste, upon the Trusts, and to and for the Ends, Intents, and Purposes, and under and subject to the Powers, Provisoos, Declarations, and Agreements therein-after expressed and declared concerning the same, being Trusts for better securing the Payment of the said annual Sum or yearly Rent-charge of Four hundred Pounds; and from and after the End, Expiration, or other sooner Determination of the said Term of Ninety-nine Years, and in the meantime subject thereto and to the Trusts thereof, to the Use of the said *Anthony Harman*, his Heirs and Assigns for ever: And whereas the said *Charles Becket* died in the Year One thousand eight hundred and thirty-nine, leaving his Co-trustee, the said *Charles Andrew Becket*, him surviving: And whereas the said Will of the said *Anthony Harman* does not contain any Power of granting Leases: And whereas it would be beneficial to the several Persons who under the said Testator's Will are interested in his said Freehold Estates, and also to the said *Elizabeth Harman*, if the said *Edward Henry Rickards* and *Samuel Walker*, and the Survivor of them, and the Heirs of such Survivor, or other the Trustees or Trustee for the Time being of or acting under the said Will of the said *Anthony Harman* deceased, were authorized and empowered to grant Building, Improving, and other Leases of such Part or Parts of the said Freehold Estates of the said *Anthony Harman* deceased as are mentioned and described in the Schedule to this Act, or any Part or Parts thereof, for long Terms of Years; but by reason of the Limitations contained in the said Will, and the Want of proper Powers of leasing therein, the Objects aforesaid cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *Edward Henry Rickards*, *Samuel Walker*,  
*Thomas*



*Thomas Harman, Charles Andrew Becket*, on his own Behalf and also on behalf of the said *Elizabeth Anne Becket, Ellen Becket, Ann Becket*, and *Fanny Stewart Becket*, the said *Elizabeth Becket*, Wife of the said *Charles Andrew Becket, Mary Becket, Mary Harman, Elizabeth Harman*, Widow of the said *Anthony Harman* deceased; and *Henry Harman*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall and may be lawful for the said *Edward Henry Rickards* and *Samuel Walker*, or the Survivor of them, or the Heirs of such Survivor, or other the Trustees or Trustee for the Time being of the said Will of the said *Anthony Harman* deceased, at any Time or Times after the passing of this Act, and either in pursuance or not in pursuance of any previous Contract or Contracts, by any Indenture or Indentures, to be sealed and delivered by them or him respectively in the Presence of and to be attested by One or more credible Witness or Witnesses, to demise and lease, or to join or concur with any Person or Persons in demising and leasing, all or any Part or Parts of such of the said Freehold Estates devised by the said Will of the said *Anthony Harman* deceased to the said *Edward Henry Rickards* and *Samuel Walker*, their Heirs and Assigns, upon trust as aforesaid, as are mentioned and described in the Schedule unto this Act annexed, with the Buildings and Improvements (if any) upon or to the same, and the Appurtenances, unto any Body Politic or Corporate, or to any Person or Persons whomsoever, for any Term or Number of Years absolute, not exceeding Sixty Years, so as every such Demise or Lease be made to commence and take effect in possession, and not in reversion, remainder, or expectancy, or by way of future Interest, and so as by every such Demise or Lease so to be made as aforesaid there be reserved and made payable, half-yearly or oftener during the Continuance of the same respectively, to be incident to and go along with the immediate Reversion or Remainder of the Hereditaments to be therein respectively comprised, the best and most improved yearly Rent and Rents that can be reasonably had and obtained for the same, without taking any Fine, Premium, or Foregift, or anything in the Nature or lieu of any Fine, Premium, or Foregift, for or in respect of the making of the same, and so that there be therein contained a Proviso for Re-entry on Nonpayment for Thirty Days of the Rent or Rents thereby reserved respectively, or any Part thereof respectively, after the same shall become due and payable, 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 if the Lessors or Lessor, their or his Heirs or Assigns, should commence Proceedings in Ejectment for the Recovery of the Premises comprised in such Lease, or any Part or Parts thereof, by reason of the Breach or Nonperformance of any of the Covenants therein contained on the Part of the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, all further Proceedings in such Ejectment shall be suspended for the Space of Three Calendar Months, and if the Lessee or

Trustees of  
the Will of  
the said  
A. Harman  
empowered  
to grant  
Leases for  
Sixty Years.

[Private.]

Lessees should perform such Covenants, and pay or tender to the Lessors or Lessor, or their or his Heirs or Assigns, or their or his Attorney in such Ejectment, or pay into the Court where such Ejectment is depending, all the Costs of such Proceedings at or before the Expiration of the said Period of Three Calendar Months, then and in such Case all further Proceedings in such Ejectment shall cease and be discontinued, and there may be inserted in any and every such Lease such Exception of Drains, Sewers, and Passages of Water as may be deemed convenient, and every or any such Lease may also contain any Covenants, Provisoes, Conditions, or Agreements 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 reasonable, and any and every such Lease may also contain any other Covenants, Provisoes, Conditions, Reservations, Powers, Restrictions, or Agreements usually inserted in Leases of a similar Description, as shall or may appear reasonable to the Persons or Person for the Time being exercising this present Power, and so that the respective Lessees be not made dispunishable for Waste, and do enter into sufficient Covenants for the Payment of their respective Rents, and do execute Counterparts of their respective Leases.

Power to  
grant Build-  
ing and other  
Leases.

II. And be it enacted, That it shall be lawful for the Persons or Person in whom the aforesaid Power of leasing herein-before contained shall for the Time being be vested, at any Time or Times after the passing of this Act, and either in pursuance or not in pursuance of any previous Contract or Contracts, by any Indenture or Indentures, to be sealed and delivered by them or him respectively in the Presence of and to be attested by One or more credible Witness or Witnesses, to demise and lease, or to join or concur with any Person or Persons in demising and leasing, for any Term or Number of Years not exceeding Ninety-nine Years, in possession, all or any of the said Freehold Hereditaments mentioned and described in the said Schedule to this Act, or any Part or Parts thereof, with the Buildings and Improvements, if any, upon or to the same, and the Appurtenances, to any Body Politic or Corporate, or to any Person or Persons whomsoever, who shall be willing to erect or build thereon or on any Part thereof any House or Houses, Manufactory or Manufactories, Brewery or Breweries, or other Building or Buildings, or who shall be willing to rebuild any House or Houses, Manufactory or Manufactories, Brewery or Breweries, or other Building or Buildings for the Time being thereon or on any Part thereof, or who, in the Manner to be specified by any Lease or respective Leases to be granted thereof, or in any Contract or Contracts for such Lease or Leases, shall be willing to improve the said Freehold Hereditaments or any Part or Parts thereof, or the House or Houses, Manufactory or Manufactories, Brewery or Breweries, or other Building or Buildings thereon, or who shall be willing to annex any Part of the said Freehold Estates and Hereditaments for Gardens, Courts, Yards, Roads, Ways, Paddocks, Plantations, Pleasure Grounds, or other Conveniences to Buildings already erected and built or to be erected and built from Time to Time thereon or on any Part thereof, or on any adjoining Land, or otherwise to improve the said Lands, Houses, Manufactories,

Manufactories, Breweries, and Buildings, or any of them, or any Part thereof, and with or without any Easements or Privileges, for the more convenient Occupation and Enjoyment of the Hereditaments to be demised or leased, in, over, through, or under any adjoining Land or Hereditaments; and with or without Liberty for the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, to take down all or any Part or Parts of the Buildings for the Time being standing on the Land or Ground to be comprised in such Lease or Leases respectively, and to apply and dispose of the Materials thereof to such Uses and Purposes as shall be agreed upon; and also with or without Liberty for the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, to set out and allot the Land to be comprised in such Leases respectively, or any Part or Parts thereof, as and for any Roads, Squares, Streets, Ways, Passages, Courts, Yards, Gardens, Avenues, Pleasure Grounds, Shrubberies, Sewers, Drains, 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, his, her, or their Executors, Administrators, or Assigns, to dig and make, in or under the Land which may be so set out and allotted for Roads, Squares, Streets, Ways, Avenues, or Passages, or any adjoining Lands or Grounds, all such Arches, Cellars, Areas, or other Easements to any present or future Houses or Buildings as may be thought necessary; and also with or without Liberty for the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, to dig, take, and carry away, in and out of the Land and Ground to be comprised in his, her, or their Lease or respective Leases, such Building Stone, Gravel, Earth, Clay, Sand, Loam, or other Soil as it shall be necessary or convenient to remove for effecting any of the Purposes aforesaid, and to dispose thereof by Sale or otherwise, and also to dig and excavate any Building Stone, Earth, Clay, Sand, or other Soil out of the Land to be comprised in such Lease or respective Leases, or out of any convenient Part thereof, and to manufacture the same into Bricks or Tiles, to be used in any of the Buildings or Improvements aforesaid; and also with or without any other Liberties or Privileges which to the Persons or Person for the Time being exercising this present Power shall seem reasonable; so as in every such Demise or Lease there be reserved and made payable (except in those Cases where a Peppercorn Rent may be reserved, as herein-after provided), to be incident to and go along with the immediate Reversion or Remainder of the Hereditaments to be therein respectively comprised, the best and most improved yearly Rent or Rents which can at the Time of making thereof, and considering the Circumstances of the Case, be reasonably obtained for the same, and without taking any Fine, Premium, or Foregift, or anything in the Nature thereof; and so as such Rent or Rents be reserved or made payable, half-yearly or oftener in every Year, clear of all Deductions whatsoever, except the Income or Property Tax, the Land Tax, the Sewers Rate, and other Out-goings 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 Seven Years, to be computed from the Date of every such Lease or Demise,

Demise, or by progressive Proportions, at any Time or Times within the said Seven Years; and so as in every such Demise or Lease there be contained Covenants by the Lessee or Lessees with the Lessors or Lessor in such Lease, their or his Heirs or Assigns, for due Payment of the Rent or Rents to be thereby respectively reserved or made payable, unless the same shall be a Peppercorn, and for the due Payment of all Taxes, Rates, Charges, Assessments, and Impositions whatsoever affecting the Premises to be comprised in such Lease, except the Income or Property Tax, the Land 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 keep in repair any Messuage, Manufactory, Brewery, or Building, Messuages, Manufactories, Breweries, or Buildings, then erected or built, or to build or finish and keep in repair any House, Manufactory, Brewery, or Building, Houses, Manufactories, Breweries, or Buildings, then about to be built or in progress, or to rebuild and keep in repair any House, Manufactory, Brewery, or Building, Houses, Manufactories, Breweries, or Buildings, erected and built, or intended and agreed to be rebuilt, 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 Three Fourth 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 Houses, Manufactories, Breweries, and Buildings, if any thereon erected and built, or agreed to be erected and built or finished, or to be rebuilt, or to be otherwise improved, as each Case may require, at the Expiration or other sooner Determination of the Terms to be thereby granted; and so as 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 Breach or 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 Covenant 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 Damages 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 of Drains, Sewers, and Passages of Water as may be deemed convenient, or for the Improvement of the Estate; and every or any such Lease may also contain any Covenants, Provisoes, Conditions, or Agreements restrictive of the Rights of any Lessee or Lessees, and regulating or relating to the Mode of

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Enjoyment

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

III. And be it enacted, That it shall be lawful for the Persons or Person in whom the aforesaid Powers of leasing herein contained shall for the Time being be vested, at any Time or Times after the passing of this Act, to enter into any Contract or Contracts in Writing for granting, pursuant to the Powers of leasing secondly herein-before contained, or any or either of them, and upon the Terms thereof, so far as the same may be applicable and the Case will admit of, a Lease or Leases of all or any Part or Parts of the said Lands and Hereditaments herein-before authorized to be leased, with the Buildings (if any) which shall be standing thereon; and to agree, when and as any Land, Ground, or Buildings so agreed to be leased, or any Part or Parts thereof, shall be built upon, rebuilt, finished, laid out, formed, or improved, in the Manner and to the Extent to be stipulated in such Contract or Contracts, by One or more Indenture or Indentures to demise or lease the Land or Ground and Hereditaments mentioned in such Contract or Contracts, and the Buildings thereon (if any), or any of them, or any Part or Parts thereof, to the Person or Persons contracting to take the same, or his, her, or their Executors, Administrators, or Assigns, or to such other Person or Persons, to be approved by the Persons or Person for the Time being hereby authorized to make Leases as aforesaid, as he, she, or they shall nominate or appoint in that Behalf, for and during the Remainder of the Term or Terms to be specified in such Contract or Contracts, and in such Parts or Parcels, and under and subject to such 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 apportioned yearly Rent to be reserved on any such Lease shall bear a greater Proportion to the whole Rent agreed to be reserved than the Quantity of Land to be comprised in such Lease shall bear to all the Land comprised in the Contract, then the same apportioned Rent shall not exceed One Fourth of the clear yearly Rack-rent Value of the Hereditaments to be comprised in such Lease when fit for Habitation or Use; and, if the same shall be thought advisable, to agree that the full Rent specified in any such Contract shall be reserved in the Leases to be granted of some certain Parts or a Part or a given Quantity only, to be specified in such Contract, of the Hereditaments thereby agreed to be demised, at such Time or respective Times and in such Manner as may be thought proper, but so nevertheless that the full Rent to be so reserved in the Lease of such certain Part or Parts or given Quantity of the said Lands and Premises so specified as aforesaid shall not exceed One Fourth of the clear yearly Rack-rent Value of such given Quantity of the said Lands and Premises so specified as aforesaid, and of the Buildings then erected thereon and fit for Habitation,

[Private.]

5 a

Habitation,

Power to enter into Contracts for granting Leases.

Habitation, and that the Residue of the Land and Premises comprised in such Contract or Contracts shall be leased at the yearly Rent of a Peppercorn, either before or after the full Rent specified in such Contract or Contracts shall have been reserved in any such Lease or Leases, and at such Time or respective Times and in such Manner as may be thought proper; or, if no certain Part or Parts or given Quantity for such Purpose shall be specified in any such Contract, to agree that when the full Rent shall have been reserved in the Lease or Leases to be so made of a competent Part or competent Parts of the Land and Premises thereby agreed to be demised, the Residue thereof (if any) shall be leased by One or more Lease or Leases at the yearly Rent of a Peppercorn; and in case of Leases to be made subject to the yearly Rent of a Peppercorn, to contract that such Leases shall be made either before or after the Land and Premises therein comprised shall have been built upon, rebuilt, finished, laid out, or improved; and to agree that the yearly Rent or Rents agreed to be reserved in any such Contract may be made to commence at such Period or Periods within Seven Years from the Date of such Contract, or be made to increase periodically within the Period of Seven Years, beginning with such Portion of the full Rent thereby agreed to be paid as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient or be thought proper, and as in such Contract shall be expressed, regard being had to the Quantity of Land agreed to be leased, and the Progress of the Buildings and Improvements stipulated to be built, rebuilt, finished, laid out, or improved as aforesaid; and to agree that when and as any Lease shall be granted of any Part or Parts of the Land and Hereditaments comprised in such Contract the Hereditament so for the Time being leased shall be discharged from such Contract, and that the Person or Persons with whom any such Contract or Contracts shall be entered into shall remain liable in respect of such Portion or Portions of the Hereditaments comprised in such Contract 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 may be thought proper, and shall in such Contract or Contracts be provided for; and also to agree that the Person or Persons with whom such Contract or Contracts shall be entered into may have, exercise, or enjoy all or any of the Liberties, Powers, or Privileges which are authorized to be granted to Lessees under the Powers of leasing secondly herein-before contained.

Contracts to contain certain Clauses.

IV. Provided always, and be it enacted, That in every such Contract there shall be inserted a Clause or Condition for vacating the same as to or for Re-entry upon all the Land or Ground therein comprised, and thereby agreed to be let, and which shall not have been actually leased in performance of the same Contract, or any Part thereof, to be described or mentioned in such Contract, if not built upon, or rebuilt, finished, formed, laid out, or improved, in the Manner and to the Extent stipulated and agreed upon in such Contract, within a Time to be therein appointed or mentioned, and also a Clause or Condition that the Person or Persons to whom any such Lease or Leases ought to be granted pursuant to such Contract shall

shall accept the same, and execute a Counterpart or Counterparts thereof, and pay the reasonable Charges for preparing the same, within a reasonable Time to be thereby appointed, and that in default thereof such Contract shall, as to all the Land and Premises not actually leased in pursuance thereof, be void; and every such Contract shall be binding on all the Persons upon whom any Lease by this Act authorized to be made would be binding, and shall be carried into effect by a Lease or Leases to be granted in pursuance of the Powers for granting Leases secondly herein-before contained; and any Lease made in pursuance or performance of such Contract or Contracts as aforesaid shall be subject to such of the Covenants, Conditions, and Restrictions herein-before directed to be contained in the Leases secondly herein-before authorized to be made as shall or may be applicable thereto, and so far as the same shall be so applicable, or the Nature and Circumstances of each Case shall seem to admit of or require, but not further; and any such Lease may contain all or any of the Exceptions, Reservations, Covenants, Powers, Provisoes, Conditions, and Restrictions which are herein-before authorized to be inserted or contained in any Lease or Leases secondly herein-before authorized to be made.

V. And be it enacted, That it shall be lawful for the Persons or Person in whom the aforesaid Powers of leasing secondly herein-before contained shall for the Time being be vested, at any Time or Times, by virtue of or under the Powers or Provisions of this Act, to demise and lease or grant unto any Person or Persons any Part or Parts of the Land or Hereditaments to be comprised in any Contract or Contracts to be entered into under the Provisions of this Act, although no Erections or Buildings or other Improvements shall have been made or shall be intended to be made upon or in the same, and with all such Liberties, Privileges, Easements, and Appurtenances as shall or may be deemed expedient or proper, for any Term or Number of Years not exceeding Ninety-nine Years, in possession, and at such apportioned Part of the yearly Rents in and by any such Contract or Contracts reserved or made payable for the whole of the Hereditaments comprised therein, or agreed or intended so to be, as under all Circumstances shall be deemed reasonable, but so that no greater Rent shall be reserved for the Land or Hereditaments to be demised and leased or granted under this present Power than One equal Fourth Part of the Rack-rent Value thereof at the Time of the making of such Demise and Lease or Grant, and so that a Proviso for Re-entry for Nonpayment of such Rent for Twenty-one Days next after the same shall become due or payable be contained in every such Lease.

Power to grant Part of Land to be comprised in any Contract without any Obligation to build or improve.

VI. Provided always, and be it enacted, That the full Amount of all Sums of Money in and by any such Contract or Contracts agreed to be laid out or expended shall, notwithstanding any Lease or Leases to be made or granted by virtue of the said last-mentioned Power, be laid out or expended on the Hereditaments comprised in such Contract or Contracts, or on some of them, or some Part or Parts thereof; and the full Amount of the Rent or Rents which in and by such Contract or Contracts shall be agreed to be reserved

The full Amount of Money agreed to be expended, and the full Amount of Rent agreed to be reserved, to be

or

expended  
and reserved  
accordingly.

or made payable shall be reserved by, from, or out of the Hereditaments comprised in such Contract or Contracts, or from, by, or out of some of the said Hereditaments, or some Parts or Part thereof; and that no Lease shall be granted under the said last-mentioned Power until Half the Amount of all the Sums of Money in and by any such Contract agreed to be laid out or expended shall be laid out or expended on the Remainder of the Hereditaments comprised in such Contract, or some Part or Parts thereof.

Power to  
grant Leases  
of Here-  
ditaments  
comprised  
in any Lease  
or Contract  
for Lease, in  
case of the  
Forfeiture  
thereof.

VII. And be it enacted, That if the Possession of the Hereditaments which shall be comprised in any Lease or Contract to be made in pursuance of this Act shall at any Time or Times be resumed or recovered or obtained, under or by virtue of any Condition of Re-entry therein respectively contained, or otherwise, then and in every such Case it shall be lawful for the Persons or Person in whom the aforesaid Powers of leasing herein-before contained shall for the Time being be vested to grant Leases, or to enter into Contracts for the granting of Leases and afterwards to grant Leases of the same Premises respectively, under the several Powers and Authorities herein-before contained, or any or either of them, in the same Manner as if no Lease or Contract for Leases thereof had been previously made or entered into.

Power to  
enter into  
new Con-  
tracts, or to  
alter or vary  
Contracts.

VIII. And be it enacted, That it shall be lawful for the Persons or Person in whom the aforesaid Powers of leasing secondly herein-before contained shall for the Time being be vested, at any Time or Times hereafter to enter into any new Contract or Contracts, not inconsistent with the general Object of the original Contract or Contracts; with any Person or Persons entitled to the Benefit of any Contract or Contracts entered into by virtue of this Act, by way of Addition to or Alteration or Explanation of all, or any of the Covenants, Agreements, or Stipulations contained in such Contract or Contracts, or to release the Person or Persons or any of the Persons with whom any such Contract or Contracts shall have been entered into, his, her, or their Executors, Administrators, and Assigns, of and from the Observance of all or any Part of the same Contract or Contracts, and, if the same shall be thought expedient, to enter into any new Covenants, Agreements, or Stipulations with such Person or Persons, his, her, or their Executors, Administrators, or Assigns, in lieu of the same Contract or Contracts, or the Part or Parts thereof which shall have been so released, or to agree for and accept or obtain a Surrender of all or any Part or Parts of the Land and Hereditaments comprised in any such Contract or Contracts; and the Land and Hereditaments to be so surrendered, or any Part thereof, may be agreed to be leased, and may be afterwards leased, under the several Powers and Provisions herein-before contained, or any or either of them, in the same and the like Manner as if no Contract or Contracts for leasing the same had been previously entered into or executed.

No Lease to  
be invalid in  
consequence

IX. And be it enacted, That every Lease to be made in pursuance of this Act shall be taken to be duly made although it should have been made in pursuance of a Contract, and such Contract should not  
in



in all respects have been duly observed, and notwithstanding any Variation between such Lease and such Contract, provided that such Lease shall be in conformity with the Provisions herein-before contained with respect to the Leases hereby authorized to be made; and that after any Lease shall have been executed the Contract for the same shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of the said Lease, nor shall any Person purchasing the Interest of the Lessee or Lessees be prejudiced by reason of having Notice that such Lease did not duly observe or that it varied from the Contract in pursuance whereof it was made, or be in any Manner affected by anything contained in such Contract.

of any De-  
viation from  
Contract.

X. And be it enacted, That it shall be lawful for the Persons or Person in whom the aforesaid Powers of leasing herein-before contained shall for the Time being be vested, at any Time or Times hereafter, if they or he shall think it advisable so to do, to set out and allot or appropriate any Part or Parts of the Land herein-before authorized to be leased as and for the Site of any Road, Street, Square, Way, Avenue, Passage, Court, Sewer, Drain, Pleasure Ground, Shrubbery, Yard, or Garden, or Roads, Streets, Squares, Ways, Avenues, Passages, Courts, Sewers, Drains, Pleasure Grounds, Shrubberies, Yards, or Gardens, to the Buildings then or thereafter to be erected and built on any Part or Parts of the same Lands, or on any Part or Parts of the adjoining Land to be leased as aforesaid, or otherwise for the Use and Convenience of the respective Lessees, Tenants, or Occupiers of any other of the Lands or Hereditaments hereby authorized to be leased, or for the general Improvement of the said Estate, and to make and enter into such Stipulations with such Lessees, Tenants, or Occupiers with respect to the same as to the said Persons or Person so hereby empowered to set out and allot or appropriate any Part of the Premises for the Purposes aforesaid shall seem reasonable.

Power for  
Trustees  
to allot and  
set out or  
appropriate  
Part of Land  
for Roads &c.

XI. And be it enacted, That it shall be lawful for the Persons or Person in whom the aforesaid Powers of leasing herein-before contained shall for the Time being be vested at any Time or Times to confirm any Lease or Leases to be granted by virtue of or under any of the Powers or Provisions herein contained, in any Case in which for some technical Error or Informality in exercising the Power of leasing or of making Contracts such Lease shall be voidable, or to grant any Lease or Leases in lieu of such former Lease or Leases or any of them, for any Time not exceeding the then Residue of the Term or Terms granted by such Lease or Leases respectively, and at or under the same yearly Rent or Rents as was or were, or a larger Rent or Rents than was or were, reserved by the former Lease or Leases respectively, or to accept an actual or virtual Surrender of any Lease or Leases, and to make any Lease or Leases of the Lands or Hereditaments, with the Messuages and Buildings, if any, thereon, comprised in any such former Lease or Leases, for any Time not exceeding the then Residue of the Term or Terms granted by such Lease or Leases respectively, and at apportioned Rents equal in Amount to or exceeding the former Rent or Rents, so as no one

Power to  
confirm  
Leases which  
may be void-  
able upon  
any technical  
Ground.

[Private.]

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Rent,

Rent, if it shall bear a greater Proportion to the entire Rent to be so apportioned than the Rack-rent Value of the Lands and Hereditaments upon which the same is to be reserved bears to the Lands and Hereditaments upon which such entire Rent was before reserved, shall exceed One-fourth Part of the Rack-rent Value of the Ground, and of the Houses and Buildings erected and built or to be erected and built thereon, upon which such Rent is to be reserved when finished and fit for Habitation, but if the whole of the former Rent or Rents shall be secured on competent Parts or a competent Part of the Lands or Hereditaments comprised in such former Lease, according to the Intent and Meaning of this present Clause, then, but not otherwise, the Residue of the Land or Hereditaments comprised in such former Lease may be demised or leased, if the same should be thought advisable, at the yearly Rent of a Peppercorn, so nevertheless as no Fine or Premium, or no Fine or Premium except an additional Rent or Rents, shall be 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 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 new Lease or confirmed Lease.

Power to  
grant con-  
current  
Leases.

XII. And whereas certain of the Freehold Public Houses and other Hereditaments mentioned in the Schedule to this Act are already under Lease: And whereas it would be beneficial to the said Freehold Estate of the said *Anthony Harman* if the said Public Houses and other Hereditaments so under Lease as aforesaid were held in Lease subject to the existing Lease or Leases thereof by the Person or Persons who shall have or take a Lease of the Brewery mentioned in the Schedule to this Act: Be it therefore enacted, That it shall be lawful for the Persons or Person in whom the aforesaid Powers of leasing herein-before contained shall for the Time being be vested, at any Time or Times hereafter, to grant a concurrent Lease or concurrent Leases of such of the Hereditaments comprised in the Schedule to this Act as are already under Lease as aforesaid, or any or either of them, for any such Term or Terms of Years, to be computed from the making thereof, as are herein-before authorized to be granted, (but so that no Lease shall be granted under this present Power for any longer Term than shall be co-extensive with the Term which shall under the Powers herein-before contained, or any or either of them, be or have been granted or shall be agreed to be granted of the said Brewery,) and for that Purpose, by virtue of the Powers to grant Leases herein contained, or of any or either of them, and upon the Terms thereof, so far as the same may be applicable and the Case will admit of, to demise and lease the said Premises which are comprised in any such concurrent Lease or concurrent Leases, subject to the existing Lease or Leases thereof, to any Persons or Person whomsoever to whom a Lease of the said Brewery shall under the Powers herein contained, or any or either of them, be or have been granted or shall be agreed to be granted, or in whom any Lease of the said Brewery shall for the Time being be vested, save and except that the concurrent Lease or concurrent Leases may be granted either with  
or

or without any Obligation on the Part of the Lessee, or Lessees to build upon or improve the Premises to be comprised in such concurrent Lease or concurrent Leases, as shall be agreed upon by and between the respective Parties, and that any improved or increased Rent which shall or may be agreed to be paid for the Hereditaments to be demised in any such concurrent Lease or concurrent Leases may be made to commence upon the Expiration of the existing Lease or existing Leases thereof, or at any Time prior thereto, and that during the Remainder of the existing Lease or Leases, or for and during any Part of the existing Term or Terms therein, the Rent or Amount of the Rents reserved thereby shall or may be reserved or made payable in or by such concurrent Lease or concurrent Leases, and also save and except that the Proviso or Condition or Provisoes or Conditions of Re-entry to be inserted in such concurrent Lease or concurrent Leases may be made not to commence or come into operation till after the Determination of the existing Lease to which such concurrent Lease or concurrent Leases shall be subject, and that during the Continuance of the existing Lease the concurrent Lease or concurrent Leases may be made determinable by a Proviso or Condition to the Effect that in case the Rent or Rents reserved, or any Part thereof, should be in arrear for the Space of Three Calendar Months next after the same should become due, and if the said *Edward Henry Rickards* and *Samuel Walker*, their Heirs or Assigns, or other the Person or Persons for the Time being entitled to the first or only legal Estate of Freehold in the Hereditaments comprised in such Lease or Leases, should give to the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, or deliver at his, her, or their usual or last known Place or Places of Abode in *England*, Notice in Writing of the Intention of the Persons or Person giving the same to put an end to the concurrent Lease, in default of Payment of the Rent or Rents in arrear within a Period not exceeding Twenty-one Days from the giving or serving such Notice, and in case such Default should be made, it should be lawful for the Persons or Person for the Time being so entitled as aforesaid, at their, his, or her Option, at any Time after such Default, and before the Acceptance of the Arrear of the Rent or Rents so in arrear as aforesaid, wholly to determine the concurrent Lease, by giving to the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, such Notice as aforesaid.

XIII. Provided always, and be it enacted, That it shall be lawful for the Persons or Person in whom the aforesaid Powers of leasing herein-before contained shall for the Time being be vested, in any Case, and at any Time or Times, to obtain or accept a Surrender of any Lease or Leases then existing of any of the Hereditaments aforesaid, and afterwards, by virtue of or under the Powers and Provisions of this Act or any of them, to demise and lease the Hereditaments comprised in such surrendered Lease or any of them, or any Part thereof, either alone or together with any of the Hereditaments aforesaid not comprised in such surrendered Lease, to the Person or Persons entitled to such surrendered Lease, or any other Persons or Person, or, without previously obtaining an actual Surrender of such Lease or Leases, to demise and lease the Hereditaments comprised in

Power to accept a Surrender of any Lease, and to grant Leases upon an actual or virtual Surrender of any existing Lease.

any

any Lease or Leases then existing, or any of them, or any Part thereof, either alone or together with any other of the said Hereditaments, to the Person or Persons entitled to such existing Lease or Leases, such Lease or Leases respectively to be granted under this present Power to be consistent with or agreeable to the Powers of leasing herein contained, so far as the same may be applicable and the Case will admit of; save and except that in granting such new Lease or Leases, and in fixing the Rent to be reserved in any such new Lease or Leases, the Nature and Value of the pre-existing Lease or Leases respectively, and of the Estate or Interest of the Person or Persons entitled to such pre-existing Lease or Leases, shall be taken into consideration; and save and except also that any improved or increased Rent which shall or may be agreed to be paid for the Hereditaments to be demised by any such new Lease or Leases may be made to commence at the Period at which the pre-existing Lease or Leases would have determined by Effluxion of Time, or at any Time prior thereto, and that until the Commencement of the improved or increased Rent the Rent or Amount of Rents reserved by or payable under any pre-existing Lease or Leases shall and may be reserved and made payable in or by any such new Lease or Leases.

Power for Trustees to enter into Arrangements with respect to Tithe Rent-charge.

XIV. Provided always, and be it enacted, That it shall be lawful for the Persons or Person in whom the aforesaid Powers of leasing shall for the Time being be vested, if they or he shall think it expedient so to do, to enter into any Arrangement for the Payment by the Ground Landlord or Ground Landlords for the Time being of the Tithe Rent-charge for the Time being payable for or in respect of the Hereditaments comprised in the Schedule hereto, or any of them, or any Part thereof, in exoneration of the respective Lessees or Tenants of the said Premises, or some or any of them, therefrom, and to accept and agree to accept, and to reserve and agree to reserve, an additional or increased Rent or Rents in consideration thereof, and in any Lease or Leases and Contract or Contracts to enter into such Stipulations and Agreements with respect to the Tithe Rent-charge to which the Premises thereby demised or leased, and agreed to be demised or leased respectively, are or may be liable, or any Part thereof, as upon a due Consideration of all Circumstances shall seem advisable, and all and every Leases and Lease and Contracts and Contract for granting Leases or a Lease under the Powers aforesaid shall be valid and effectual notwithstanding any such Stipulations or Agreements.

Certificate of Lessors Evidence of having received Counterpart.

XV. And be it enacted, That the Certificate in Writing of the Persons or Person for the Time being granting any Lease under the Authority of this Act, acknowledging that they or he have or hath received a Counterpart of such Lease, shall be and be deemed *prima facie* Evidence that such Counterpart has been executed.

Indemnity to Trustees.

XVI. And be it enacted, That the said *Edward Henry Richards* and *Samuel Walker*, their Heirs and Assigns, and other the Trustees or Trustee for the Time being of or acting under the said Will of the said *Anthony Harman* deceased, shall be answerable for their own respective Acts, Deeds, Neglects, and Defaults only, and that they

they or any or either of them shall not be answerable for any Misfortune, Loss, or Damage which may happen in the Execution of any of the aforesaid Powers or Trusts, or in relation thereto, unless the same shall happen by or through their or his own wilful Neglect or Default respectively.

XVII. Saving always, to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Persons or Person, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *Thomas Harman*, his Heirs, Appointees, and future Assigns, and also except all and every the Children or Child of the said *Thomas Harman*, and their, his, or her Heirs, and also except the said *Elizabeth Becket* and her future Assigns, and also except all and every the Children or Child of the said *Elizabeth Becket*, now born or hereafter to be born, and their, his, or her Heirs, and also except the said *Henry Harman* and his Appointees and future Assigns, and also except all and every the Children or Child of the said *Henry Harman*, now born or hereafter to be born, and their, his, or her Heirs, and also except the said *Edward Henry Rickards* and *Samuel Walker*, their Heirs and future Assigns, and also except the said *Mary Harman* and her future Assigns, and also except the right Heirs of the said Testator, and also except the said *Elizabeth Harman* and her future Assigns, and also except the said *Charles Andrew Becket*, his Executors, Administrators, and future Assigns,) all such Estate, Right, Title, Interest, Claim, or Demand whatsoever, of, in, to, or out of such Part or Parts of the said Freehold Estates as are mentioned and described in the said Schedule to this Act, and every or any Part thereof, as they, every or any of them, had or enjoyed before the passing of this Act, or would or might have had or enjoyed in case this Act had not been made.

XVIII. And be it enacted, That this Act 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.

Act as printed  
by Queen's  
Printers to be  
Evidence.

## The SCHEDULE to which this Act refers.

Parish or Place.	Description of Property.	Estimated Quantity.			Occupier.	Rent.		
		A.	R.	P.		£	s.	d.
Croydon - -	Message or Tenement, with Coach-house, Offices, and Stable, Brewery, Cottages, Counting-house, Storehouses, Stables, Barn, Sheds, Yard, Cooperage, and Premises, known as Harman's Brewery.	2	3	26	Henry Harman -	} 400	0	0
Ditto - -	Large Garden to the same Premises.	1	2	31	- - -			
Ditto - -	Piece of Land on the opposite Side of the High Street, fronting Part of the above Premises.	0	1	22	Henry Harman -			
Ditto - -	The Three Tuns Public House, with Coach-house, Stables, Outbuildings, Pleasure Ground, Garden, Yard, and Premises.	1	2	0	William Goddard -	60	0	0
Ditto - -	Rose and Crown Public House, Yard, Stable, and Outbuildings.	-	-	-	William Russell -	45	0	0
Ditto - -	Piece of Land behind the Rose and Crown.	-	-	-	In hand.	-	-	-
Ditto - -	Railway Tavern, with Coach-house, Stable, Yard, and Premises.	-	-	-	William Coulstock	45	0	0
Ditto - -	Private Dwelling House, Garden, and Premises adjoining the Railway Tavern.	-	-	-	Henry Bridges -	40	0	0
Ditto - -	Bricklayers Arms, with Stable.	-	-	-	James Hamshar -	25	0	0
Ditto - -	Workshop and Yard adjoining the last-mentioned Premises at the Back.	-	-	-	John Betchley -	8	0	0
Ditto - -	Green Dragon Public House, with Yard, Stables, Sheds, and Garden.	-	-	-	H. Chesterman -	50	0	0
Ditto - -	Dwelling House adjoining the Green Dragon on the South Side.	-	-	-	George Bance -	40	0	0
Ditto - -	Prince of Wales Beerhouse (late Black Bear).	-	-	-	William Jones -	20	0	0

Parish or Place.	Description of Property.	Estimated Quantity.			Occupier.	Rent.		
		A.	R.	P.		£	s.	d.
Croydon - -	Rising Sun Public House, with Coach-house, Stable, Yard, and Premises.	-	-	-	Henry Coulstock -	40	0	0
Ditto - -	Duke's Head Public House, with Stable, Outbuildings, Yard, Garden, and Premises.	-	-	-	Richard Scott -	25	0	0
Ditto - -	Coach-house and Stable adjoining the Duke's Head.	-	-	-	William Johnson -	15	0	0
Ditto - -	Blue Anchor Public House, with Stable, Yard, and Outbuildings.	-	-	-	Mrs. Marshall -	40	0	0
Ditto (Pitlake)	Volunteer Beerhouse and Garden.	-	-	-	Thomas Chlist -	22	0	0
Ditto ditto -	Two Cottages called Ivy Cottages, with Gardens.	-	-	-	Weekly Tenants -	18	4	0
Ditto ditto -	Blacksmith's Shop and Messuage adjoining, and several Cottages behind the same.	-	-	-	— Gillingham -	30	0	0
Ditto (Broad Green).	Piece or Parcel of Land or Ground opposite the Half Moon Public House used as a Timber Yard.	-	-	-	Tobias Sturge -	8	0	0
Keston (Leaves Green)	Crown Public House, with Stable, Buildings, Garden, or Orchards and Premises.	2	0	0	Thomas Eaton -	19	0	0
Chelsfield, Kent (Green Street Green).	Queen's Head Public House, with Stables, Outhouses, Yard, Garden, and Appurtenances.	-	-	-	Thomas Fishenden	38	0	0
Oxted, Surrey -	Five Bells Public House, with Stable, Coach-house, and Garden behind.	-	-	-	C. Dawson - -	25	0	0
Ditto - -	Two Cottages, with Outbuildings and Garden Ground at the Back of the Five Bells.	-	-	-	Weekly Tenants -	10	0	0
Tatsfield, Surrey -	Ship Public House, with Stable and Garden.	1	2	0	Henry Bignold -	15	0	0
Ditto - -	Several Closes of Arable, Pasture, and Wood Ground to last-mentioned Premises belonging.	20	0	0	Part Henry Bignold, Part in hand.			
Merstham, Surrey -	Feathers Public House, with Stable, Coach-house, Yard, Garden, and Appurtenances.	-	-	-	H. Coulstock -	30	0	0

Parish or Place.	Description of Property.	Estimated Quantity.			Occupier.	Rent.		
		A.	R.	P.		£	s.	d.
Sundridge, Kent -	White Horse Public House, with Stable, Outhouses, and Appurtenances, and Garden adjoining at the Back.	-	-	-	William Ellerman -	30	0	0
Warlingham, Surrey	Leather Bottle Public House, with Stable, Outbuildings, Yard, and Garden.	-	-	-	N. Wilmshurst -	14	10	0
Mitcham, Surrey -	Swan Public House, with Stable, Outbuildings, and Yard.	-	-	-	George Smith -	50	0	0
Carshalton, Surrey -	Swan Public House, with Stable, Outbuildings, and Yard.	-	-	-	Mrs. Hassell -	40	0	0
Westminster (Marsham Street).	Queen's Head Public House, with Outbuildings and Yard.	}	-	-	John Mates Young	60	0	0
Ditto (Great Peter Street).	Messuage or Tenement, numbered 48.				Thomas Powell -	21	0	0
Bromley, Kent -	Compasses Public House, with Outbuildings and Garden.	-	-	-	George Waterman	35	0	0
Westerham, Kent -	George and Dragon Public House, with Coach-house, Shed, and Stables.	-	-	-	Edgar Beach -	39	0	0
Ditto -	Shop adjoining the last-mentioned Premises.	-	-	-	John Longley -	9	10	0
West Hoathley (Turner's Hill).	Punchbowl Public House and Garden.	-	-	-	M. Osmar -	25	0	0
Brasted, Kent -	King's Arms Public House, with Stable, Yard, and Garden.	-	-	-	W. South -	25	0	0
Limpsfield, Surrey -	Coach and Horses Public House, with Stable, Garden, and Outbuildings.	-	-	-	Thomas Tanner -	50	0	0
Peckham, Surrey -	Kentish Drovers Public House and Outbuildings.	-	-	-	Richard Tidy -	19	0	0
Nutfield, Surrey -	Crown Public House, with Stables, Outbuildings, Yard, and Garden.	-	-	-				

*Thos. Ward.*