



ANNO DECIMO QUARTO & DECIMO QUINTO

# VICTORIÆ REGINÆ.

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## Cap. 4.

An Act to authorize the Grant of new Leases of a certain Estate in the Bailiwick of *Neat* in the Parish of *Saint George Hanover Square* in the County of *Middlesex*, in Lease to Mr. *Thomas Cubitt*; and for other Purposes.

[24th July 1851.]

**W**HEREAS by a certain Indenture of Lease bearing Date the Seventeenth Day of *June* in the Year One thousand eight hundred and five, made between the Right Honourable *Robert Earl Grosvenor*, Viscount *Belgrave*, and Baron *Grosvenor of Eaton* in the County Palatine of *Chester*, (therein described as the only Son and Heir-at-Law and also a Devisee in Fee under the last Will and Testament of the Right Honourable *Richard* then late Earl *Grosvenor*, deceased,) of the First Part, the Right Honourable *George Lord Rodney*, Baron *Rodney of Stoke Rodney* in the County of *Somerset*, and *Hugh Powell of Llanvichangel Court* in the County of *Monmouth*, Esquire, (therein described as Devisees of the Trust Estates of the Right Honourable *Thomas Harley*, late One of His Majesty's Most Honourable Privy Council, and Alderman of the City of *London*, deceased, who was the surviving Trustee of the Real Estates of the said *Richard Earl Grosvenor*,) of the Second Part,

Indenture of Lease, dated 17th June 1805.

[Private.]

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and *John Hunter* of the Parish of *Saint George Hanover Square* in the County of *Middlesex*, Esquire, and *Joseph Bramah* of the same Parish of *Saint George Hanover Square*, Engineer, of the Third Part, for the Considerations therein mentioned, the said *George Lord Rodney* and *Hugh Powell*, at the Request and by and with the Consent and Direction of the said *Robert Earl Grosvenor*, did demise, lease, and set, and the said *Robert Earl Grosvenor* did grant, ratify, and confirm, unto the said *John Hunter* and *Joseph Bramah*, their Executors, Administrators, and Assigns, all that Piece or Parcel of Ground situate, lying, and being in the Bailiwick of *Neat* in the Parish of *Saint George Hanover Square* aforesaid, containing by Estimation Fifteen Acres and a Quarter, or thereabouts, and abutting and adjoining towards the South on the Bank, Road, or Way which separated the Ground thereby demised from the River *Thames*, and towards the North on a Lane which separated the same Ground from other Ground of the said *Robert Earl Grosvenor* in the Occupation of *James Baker* and *Robert Lewis* respectively, towards the East on a Lane leading from the *Thames* Bank aforesaid, and which separated the same Ground thereby demised from Ground and Houses of the said *Robert Earl Grosvenor* in the Occupation of *Ann Auld*, *Robert Lewis*, and *Richard Hughes* respectively, and towards the West on a Lane leading from the *Thames* Bank aforesaid to *Chelsea*, and which separated the same Ground thereby demised from other Ground and Buildings of the said *Robert Earl Grosvenor* leased to *William Smith* Esquire and *Thomas Valentine Cooke* Distiller, which said Piece or Parcel of Ground thereby demised was then lately in the Tenure or Occupation of *Walter Belchar*, *Richard Hughes*, *Robert Lewis*, and *James Baker* respectively, and was more particularly delineated and set forth in the Plan thereof drawn in the Margin of the said Indenture of Lease, and which said Piece or Parcel of Ground, according to the modern Boundaries and Description thereof, is also more particularly described in the First Schedule to this Act annexed, together with the Messuages or Tenements and all other Erections and Buildings then standing and being thereon, and which should or might be erected and built on the same Piece or Parcel of Ground thereby demised, or on any Part thereof, and all Ways, Paths, Passages, Watercourses, Lights, Easements, Profits, and Commodities thereunto belonging or in anywise appertaining, to hold the same unto the said *John Hunter* and *Joseph Bramah*, their Executors, Administrators, and Assigns, from the Feast Day of *Saint John the Baptist* then next ensuing for the Term of Sixty-six Years then next ensuing and fully to be complete and ended, yielding and paying therefore yearly unto the said *George Lord Rodney* and *Hugh Powell*, their Heirs and Assigns, for and during all the said Term thereby granted, the Rent or Sum of One thousand Pounds, clear of all parliamentary, parochial, and other Rates, Taxes, Charges, and

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Assessments whatsoever, taxed, charged, or assessed, or that should or might at any Time or Times during the said Term thereby granted be taxed, charged, or assessed, on the Premises thereby demised, or on any Part thereof, or on the said yearly Rent of One thousand Pounds thereby reserved, the Landlord's Part or Proportion of the Income or Property Tax in respect of the said Rent of One thousand Pounds only excepted, on the usual Quarter Days; and by the said Indenture the said *John Hunter* and *Joseph Bramah* entered into certain Covenants with the said *George Lord Rodney* and *Hugh Powell*, their Heirs and Assigns, for Payment of the said Rent, and otherwise, as in the said Indenture mentioned; and the said Indenture of Lease contained the usual Proviso for Re-entry on Nonpayment of Rent or Nonperformance of the Lessees Covenants: And whereas by an Indenture of Assignment bearing Date the Eighteenth Day of *June* One thousand eight hundred and five, made between the said *John Hunter* of the One Part, and the said *Joseph Bramah* of the other Part, for the Considerations therein mentioned, the said *John Hunter* did release, assign, and set over unto the said *Joseph Bramah*, his Executors, Administrators, and Assigns, the said Piece or Parcel of Ground, Messuages or Tenements, Erections and Buildings, and all and singular other the Premises comprised in and demised by the said Lease of the Seventeenth Day of *June* One thousand eight hundred and five, to hold the same unto the said *Joseph Bramah*, his Executors, Administrators, and Assigns, for all the Residue of the said Term of Sixty-six Years then unexpired, and subject to the Payment of the Rent and to the Observance and Performance of the Lessees Covenants reserved by and contained in the said Lease: And whereas by an Indenture of Assignment, bearing Date the Sixteenth Day of *August* One thousand eight hundred and seventeen, made between *Timothy Bramah* of *Pimlico* in the County of *Middlesex*, Engineer, and *Francis Bramah* of *Pimlico* aforesaid, Engineer, Administrators with the Will and Codicils annexed of the said *Joseph Bramah* of the First Part, *Edward Bramah* of *Tooting* in the County of *Surrey*, Engineer, *John Bramah* of *Verulam Buildings, Gray's Inn Square*, in the County of *Middlesex*, Architect, and *George Samuel Ford* of *Lincoln's Inn Fields* in the same County, Gentleman, and *Hannah Ford* his Wife, (which said *Edward Bramah*, *John Bramah*, and *Hannah Ford* are therein described as Three of the Children and Residuary Legatees of the said *Joseph Bramah*,) of the Second Part, and *John Johnson* of *Horseferry Road, Westminster*, in the same County, Pavior, of the Third Part, for the Consideration therein mentioned the said *Timothy Bramah* and *Francis Bramah* did assign, and the said *Edward Bramah*, *John Bramah*, and *George Samuel Ford* and *Hannah* his Wife did ratify and confirm, unto the said *John Johnson*, his Executors, Administrators, and Assigns, all that the Piece or Parcel of Ground described in and demised by the said Indenture

Indenture of  
Assignment,  
dated 18th  
June 1805.

Indenture of  
Assignment,  
dated 16th  
August 1817.

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Mortgage,  
dated 23d  
January  
1824.

Indenture of  
Assignment,  
dated 13th  
October  
1825.

Indenture of Lease of the Seventeenth Day of *June* One thousand eight hundred and five, and all those Engine House, Warehouses, Tavern, Tea Garden, Public House or Tap, Messuages, Tenements, and Carcases of Houses, and all those Workshops, Counting-houses, Sheds, Outhouses, and Stables, and all that Wet Dock and Wharf, with the Flood Gates belonging thereto, and all other Erections and Buildings then standing and being upon the said Piece or Parcel of Ground or some Part thereof, to hold to him the said *John Johnson*, his Executors, Administrators, and Assigns, for all the Residue of the Term of Sixty-six Years granted by the said Indenture of Lease of the Seventeenth Day of *June* One thousand eight hundred and five, subject to the Rent and Lessees Covenants by and in such Indenture of Lease reserved and contained: And whereas by an Indenture bearing Date the Twenty-third Day of *January* One thousand eight hundred and twenty-four, made between the said *John Johnson* of the One Part, and *Charles Lipscomb* the elder of *Aldershott Lodge* in the County of *Hants*, Gentleman, of the other Part, the said *John Johnson* did assign, transfer, and set over unto the said *Charles Lipscomb*, his Executors, Administrators, and Assigns, the Piece or Parcel of Ground, and all and singular other the Hereditaments and Premises comprised in and demised by the said Indenture of Lease of the Seventeenth Day of *June* One thousand eight hundred and five, with all and singular the Dwelling Houses, Messuages, or Tenements, Factories, Steam Engines, Warehouses, Workshops, Stables, Erections, Buildings, Docks, Wharfs, Hereditaments, and Premises standing and being or thereafter to be erected thereon, with the Appurtenances, to hold to the said *Charles Lipscomb*, his Executors, Administrators, and Assigns, for all the Residue then to come and unexpired of the Term of Years granted by the said Indenture of Lease of the Seventeenth Day of *June* One thousand eight hundred and five, by way of Mortgage, for securing unto the said *Charles Lipscomb*, his Executors, Administrators, and Assigns, the Sum of Four thousand Pounds, then lent and advanced by the said *Charles Lipscomb* to the said *John Johnson*, with Interest thereon at the Rate of Five Pounds *per Centum per Annum*, at the Times and in manner in the now reciting Indenture mentioned: And whereas by an Indenture of Assignment bearing Date the Thirteenth Day of *October* One thousand eight hundred and twenty-five, made between the said *Charles Lipscomb* of the First Part, the said *John Johnson* of the Second Part, and *Thomas Cubitt* of *Gray's Inn Lane Road* in the County of *Middlesex* of the Third Part, for the Considerations therein mentioned, the said *Charles Lipscomb* did assign and set over, and the said *John Johnson* did assign and set over, ratify and confirm, unto the said *Thomas Cubitt*, his Executors, Administrators, and Assigns, all and singular the Piece of Ground comprised in and demised by the said Indenture of Lease of the Seventeenth Day of *June* One thousand eight hundred and

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and five, with the Engine House, Warehouses, Tavern, Tea Garden, Public House or Tap, Messuages, Tenements, and Carcases of Houses, and all those Workshops, Counting-houses, Sheds, Outhouses, and Stables, and all that Wet Dock and Wharf, with the Flood Gates belonging thereto, and all other Erections and Buildings then standing and being upon the said Piece or Parcel of Ground or some Part thereof, to hold to him the said *Thomas Cubitt*, his Executors, Administrators, and Assigns, for all the Residue of the Term of Sixty-six Years granted by the said Indenture of Lease of the Seventeenth Day of *June* One thousand eight hundred and five, subject to the Rent and Lessees Covenants in and by such Indenture of Lease reserved and contained: And whereas by Indentures of Lease and Release bearing Date respectively the Fifth and Sixth Days of *February* One thousand eight hundred and eight, the Release made between the said *George Lord Rodney* and *Hugh Powell* of the First Part, *Charles Drummond* Esquire of the Second Part, *Abraham Moore* Esquire and *Edward Boodle* Gentleman of the Third Part, *Thomas Eaton* Esquire of the Fourth Part, *Thomas Robinson* and *Mary* his Wife of the Fifth Part, *Sir Frederick Morton Eden* Baronet, *Sir Thomas Theophilus Metcalfe* Baronet, *Sir Richard Carr Glyn* Baronet, and *William Devaynes* Esquire, of the Sixth Part, *Welbore Felix Agar* Esquire and *Emanuel Felix Agar* Esquire of the Seventh Part, the said *Robert Earl Grosvenor* of the Eighth Part, and the Reverend *Robert Grosvenor* of the Ninth Part, all and singular the Hereditaments and Premises comprised in and demised by the said Indenture of Lease of the Seventeenth Day of *June* One thousand eight hundred and five (together with other Hereditaments) were conveyed by the said *George Lord Rodney* and *Hugh Powell* (subject to a Term of Two thousand Years by the now-reciting Indenture created, and to the Trusts thereof,) to the Use of the said *Robert Earl Grosvenor*, his Heirs and Assigns, for ever: And whereas by an

Indenture of Lease and Release, dated 5th and 6th February 1808.

Indenture of Lease, dated 7th April 1827.

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one (being One Day preceding the Day on which the said Indenture of Lease of the Seventeenth Day of *June* One thousand eight hundred and five will determine) for and during the Term of Fifty-three Years and a Half from thence next ensuing, yielding and paying therefore unto the said *Robert Earl Grosvenor*, his Heirs and Assigns, during the said Term, the yearly Rent or Sum of One thousand Pounds, free and clear of and from all Parliamentary and other Taxes, Charges, and Assessments whatsoever, taxed, charged, or assessed, or that should or might be taxed, charged, or assessed, on the said Premises or the said Rent, on the usual Quarter Days; and by the said Indenture the said *Thomas Cubitt* entered into certain Covenants with the said *Robert Earl Grosvenor*, his Heirs and Assigns, for Payment of the said Rent, and otherwise, as in the said Indenture mentioned; and the said Indenture contained the usual Proviso for Re-entry on Nonpayment of Rent or Nonperformance of the Lessees Covenants: And whereas the said *Thomas Cubitt* and his Predecessors in Title claiming under the said original Leases of the Seventeenth Day of *June* One thousand eight hundred and five and Seventh Day of *April* One thousand eight hundred and twenty-seven, or One of them, granted Under-leases of certain Portions of the Premises comprised in such original Leases for various Terms of Years and at various Rents, many of which Under-leases are still subsisting: And whereas the said *Robert Earl Grosvenor*, then the Most Honourable *Robert Marquess of Westminster*, duly made and executed his last Will and Testament in Writing, bearing Date the Fourth Day of *September* One thousand eight hundred and forty, and thereby gave and demised all that the Site of the Manor of *Ebury*, and all and singular his Messuages, Lands, Tenements, Rents, Hereditaments, and Real Estate, situate, lying, and being or arising within the respective Parishes of *Saint George Hanover Square* and *Saint John the Evangelist* within the Liberty of *Westminster* in the County of *Middlesex*, and in any other Parish or Place in the said County, whether in possession, reversion, remainder, or expectancy, (except the Messuage or Mansion House situate and being in *Grosvenor Square*, in the Occupation of his the said Testator's eldest Son *Richard Earl Grosvenor*, with the Coach-houses, Stables, and Offices thereto belonging, and the Messuage or Mansion House situate and being in *Park Street, Grosvenor Square*, then in the Occupation of his the said Testator's youngest Son Lord *Robert Grosvenor*, with the Garden and Offices thereto belonging, and also the Messuage or Mansion House situate and being at the Corner of *Grosvenor Square* aforesaid and *Grosvenor Street*, and then in the Occupation of his the said Testator's Cousin General *Thomas Grosvenor*, with the Coach-houses, Stables, and Offices thereunto belonging, and also except his the said Testator's Property in the several Parishes of *Ruislip* and *Harefield* in the said County of *Middlesex*.) unto *Andrew Robert*

Will of Robert Marquess of Westminster, dated 4th Sept. 1840.

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*Robert Drummond* of *Cadlands* in the County of *Southampton*, Esquire, and *Charles Drummond* of *Stratton Street, Piccadilly*, in the said Parish of *Saint George Hanover Square*, and their Heirs, to the several Uses, upon the several Trusts, and to and for the several Ends, Intents, and Purposes, and with, under, and subject to the several Powers, Provisoos, and Limitations therein declared or expressed, and in part herein-after mentioned or referred to, of or concerning the same, (that is to say,) after a Limitation to the Use of *Wilbraham Egerton* of *Tatton Park* in the County Palatine of *Chester*, Esquire, and *Edward Drummond* of *Stratford Place* in the Parish of *Saint Marylebone* in the said County of *Middlesex*, Esquire, their Executors, Administrators, and Assigns, for the Term of Two thousand Years to commence from the Day of his the said Testator's Decease, without Impeachment of Waste, upon the Trusts and for the Purposes therein-after mentioned, and another Limitation to the Use and Intent that his the said Testator's Wife *Eleanor* Marchioness of *Westminster*, and her Assigns, might receive for her Life the Annuity therein mentioned, with the usual Power and Remedies for securing the same, as, to, for, and concerning all and singular the said Hereditaments and Real Estates therein-before devised, subject and charged as therein-before is mentioned, to the Use of his the said Testator's eldest Son *Richard* Earl *Grosvenor* (now the Most Honourable *Richard* Marquess of *Westminster*), and his Assigns, for his Life, without Impeachment of Waste, with Remainder to the Use of the said *Andrew Robert Drummond* and *Charles Drummond*, and their Heirs, during the Life of the said *Richard* Earl *Grosvenor*, in trust to preserve contingent Remainders, with Remainder to the Use of the Right Honourable *Hugh Lupus Grosvenor* commonly called Lord Viscount *Belgrave*, the eldest Son of the said *Richard* Earl *Grosvenor*, and his Assigns, for his Life, without Impeachment of Waste, with Remainder to the Use of the said Trustees and their Heirs during the Life of the said *Hugh Lupus* Lord Viscount *Belgrave*, in trust to preserve contingent Remainders, with Remainder to the Use of the first and all and every other the Son and Sons of the Body of the said *Hugh Lupus* Lord Viscount *Belgrave*, severally and successively according to their respective Seniorities in Tail Male, with Remainder to the Use of the Honourable *Gilbert Norman Grosvenor*, Second Son of the said *Richard* Earl *Grosvenor*, and his Assigns, for his Life, without Impeachment of Waste, with Remainder to the Use of the said Trustees and their Heirs during the Life of the said *Gilbert Norman Grosvenor*, in trust to preserve contingent Remainders, with Remainder to the Use of the first and all and every other the Son and Sons of the Body of the said *Gilbert Norman Grosvenor*, severally and successively according to their respective Seniorities in Tail Male, with Remainder to the Use of the Honourable *Richard de Aquila Grosvenor*, Third Son of the said *Richard* Earl

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Earl *Grosvenor*, and his Assigns, for his Life, without Impeachment of Waste, with Remainder to the Use of the said Trustees and their Heirs during the Life of the said *Richard de Aquila Grosvenor*, to preserve contingent Remainders, with Remainder to the Use of the first and all and every other the Son and Sons of the Body of the said *Richard de Aquila Grosvenor*, severally and successively according to their respective Seniorities in Tail Male, with Remainder to the Use of each of the Sons of the said *Richard Earl Grosvenor* who should thereafter be born during his the said Testator's Lifetime, for Life, with Remainder to the Use of his first and other Sons successively in Tail Male, so and in such Manner that the elder of the said Sons of the said *Richard Earl Grosvenor* to be born during the Testator's Lifetime, and his first and other Sons successively, and the Heirs Male of their respective Bodies issuing, might be preferred to and take before the younger of the said Sons of the said *Richard Earl Grosvenor* to be born during the Testator's Lifetime, and his and their respective first and other Sons successively, and the Heirs Male of their respective Bodies issuing, and with Remainder immediately after the Estate for Life of each such Son of the said *Richard Earl Grosvenor* to be thereafter born during the Testator's Lifetime, to the Use of the said Trustees and their Heirs during the Life of such Son, in trust to preserve contingent Remainders, with Remainder to the Use of the Son and Sons of the said *Richard Earl Grosvenor* who should be born after the said Testator's Decease, severally and successively according to their respective Seniorities in Tail Male, with Remainder to the Use of the said Testator's Second Son the Right Honourable *Thomas Earl of Wilton*, and his Assigns, for his Life, without Impeachment of Waste, with Remainder to the Use of the said Trustees and their Heirs during the Life of the said *Thomas Earl of Wilton*, in trust to preserve contingent Remainders, with Remainder to the Use of the Right Honourable *Arthur Edward Holland Grey Egerton* commonly called Lord Viscount *Grey de Wilton*, the eldest Son of the said *Thomas Earl of Wilton*, and his Assigns, for his Life, without Impeachment of Waste, with Remainder to the Use of the said Trustees and their Heirs during the natural Life of the said *Arthur Edward Holland Grey Lord Viscount Grey de Wilton*, in trust to preserve contingent Remainders, with Remainder to the Use of the first and all and every other the Son and Sons of the Body of the said *Arthur Edward Holland Grey Lord Viscount Grey de Wilton*, severally and successively according to their respective Seniorities in Tail Male, with Remainder to the Use of the Honourable *Seymour John Egerton*, Second Son of the said *Thomas Earl of Wilton*, and his Assigns, for his Life, without Impeachment of Waste, with Remainder to the Use of the said Trustees and their Heirs during the Life of the said *Seymour John Egerton*, in trust to preserve contingent Remainders, with



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with Remainder to the Use of the first and all and every other the Son and Sons of the Body of the said *Seymour John Egerton*, severally and successively according to their respective Seniorities in Tail Male, with Remainder to the Use of each of the Sons of the said *Thomas* Earl of *Wilton* who should thereafter be born during his the said Testator's Lifetime, for Life, with Remainder to the Use of his First and other Sons successively in Tail Male, according to their respective Seniorities, with Remainder to the Use of the said Trustees and their Heirs during the Life of such Son, in trust to preserve contingent Remainders, with Remainder to the Use of the Son and Sons of the said *Thomas* Earl of *Wilton* who should be born after his the said Testator's Decease, severally and successively according to their respective Seniorities in Tail Male, with Remainder to the Use of his the said Testator's Third Son *Lord Robert Grosvenor*, and his Assigns, for his Life, without Impeachment of Waste, with Remainder to the Use of the said Trustees and their Heirs during the Life of the said *Lord Robert Grosvenor*, in trust to preserve contingent Remainders, with Remainder to the Use of *Robert Wellesley Grosvenor*, Son of the said *Lord Robert Grosvenor*, and his Assigns, for his Life, without Impeachment of Waste, with Remainder to the Use of the said Trustees during the Life of the said *Robert Wellesley Grosvenor*, in trust to preserve contingent Remainders, with Remainder to the Use of the first and all and every other the Son and Sons of the Body of the said *Robert Wellesley Grosvenor*, severally and successively according to their respective Seniorities in Tail Male, with Remainder to the Use of each of the Sons of the said *Lord Robert Grosvenor* who should thereafter be born during his the said Testator's Lifetime, for Life, with Remainder to the Use of his first and other Sons successively in Tail Male, according to Priority of Birth, with Remainder to the said Trustees and their Heirs during the Life of such Son, in trust to preserve contingent Remainders, with Remainder to the Use of the Son and Sons of the said *Lord Robert Grosvenor* who should be born after his the said Testator's Decease, severally and successively according to their respective Seniorities in Tail Male, with Remainder to the Use of all and every the Daughter and Daughters of his the said Testator's Body lawfully begotten or to be begotten, and thereafter to be born, whether in his the said Testator's Lifetime or after his Decease, successively in Tail Male, with Remainder to the Use of *Lady Eleanor Grosvenor*, the eldest Daughter of the said *Richard* Earl *Grosvenor*, and her Assigns, for her Life, with Remainder to the Use of the said Trustees and their Heirs during the Life of the said *Lady Eleanor Grosvenor*, in trust to preserve contingent Remainders, with Remainder to the Use of the first and other Sons of the Body of the said *Lady Eleanor Grosvenor*, severally and successively according to their respective Seniorities in Tail Male, with Remainder to the Use of *Lady Mary Frances Grosvenor*, Second Daughter of the said *Richard* Earl *Grosvenor*, and her Assigns, for

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her Life, without Impeachment of Waste, with Remainder to the Use of the said Trustees and their Heirs during the Life of the said Lady *Mary Frances Grosvenor*, in trust to preserve contingent Remainders, with Remainder to the Use of the first and all and every other the Son and Sons of the Body of the said Lady *Mary Frances Grosvenor* severally and successively according to their respective Seniorities in Tail Male, with Remainder to the Use of Lady *Elizabeth Grosvenor*, the Third Daughter of the said *Richard Earl Grosvenor*, and her Assigns, for Life, without Impeachment of Waste, with Remainder to the Use of the said Trustees and their Heirs during the Life of the said Lady *Elizabeth Grosvenor*, in trust to preserve contingent Remainders, with Remainder to the Use of the first and all and every other the Son and Sons of the Body of the said Lady *Elizabeth Grosvenor*, severally and successively according to their respective Seniorities in Tail Male, with Remainder to the Use of Lady *Caroline Amelia Grosvenor*, the fourth surviving Daughter of the said *Richard Earl Grosvenor*, and her Assigns, for Life, without Impeachment of Waste, with Remainder to the Use of the said Trustees and their Heirs during the Life of the said Lady *Caroline Amelia Grosvenor*, in trust to preserve contingent Remainders, with Remainder to the Use of the first and all and every other the Son and Sons of the Body of the said Lady *Caroline Amelia Grosvenor*, severally and successively according to their respective Seniorities in Tail Male, with Remainder to the Use of Lady *Octavia Grosvenor*, the fifth surviving Daughter of the said *Richard Earl Grosvenor*, and her Assigns, for Life, without Impeachment of Waste, with Remainder to the Use of the said Trustees and their Heirs during the Life of the said Lady *Octavia Grosvenor*, in trust to preserve contingent Remainders, with Remainder to the Use of the first and all and every other the Son and Sons of the Body of the said Lady *Octavia Grosvenor*, successively in Tail Male, with Remainder to the Use of Lady *Agnes Grosvenor*, the sixth surviving Daughter of the said *Richard Earl Grosvenor*, and her Assigns, during her Life, without Impeachment of Waste, with Remainder to the Use of the said Trustees and their Heirs during the Life of the said Lady *Agnes Grosvenor*, in trust to preserve contingent Remainders, with Remainder to the Use of the first and all and every other the Son and Sons of the Body of the said Lady *Agnes Grosvenor*, severally and successively according to their respective Seniorities in Tail Male, with Remainder to the Use of Lady *Jane Louisa Octavia Grosvenor*, the seventh surviving Daughter of the said *Richard Earl Grosvenor*, and her Assigns, for Life, without Impeachment of Waste, with Remainder to the Use of the said Trustees and their Heirs during the Life of the said Lady *Jane Louisa Octavia Grosvenor*, in trust to preserve contingent Remainders, with Remainder to the Use of the first and all and every other the Son and Sons of the Body of the said Lady *Jane Louisa Octavia Grosvenor*, severally and successively according to their

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respective Seniorities in Tail Male, with Remainder to the Use of Lady *Theodora Grosvenor*, eighth surviving Daughter of the said *Richard Earl Grosvenor*, and her Assigns, for her Life, without Impeachment of Waste, with Remainder to the Use of the said Trustees and their Heirs during the Life of the said Lady *Theodora Grosvenor*, in trust to preserve contingent Remainders, with Remainder to the Use of the first and all and every other the Son and Sons of the Body of the said Lady *Theodora Grosvenor*, severally and successively according to their respective Seniorities in Tail Male, with Remainder to the Use of all and every other the Daughter and Daughters of the Body of the said *Richard Earl of Grosvenor* thereafter to be born, whether in his Lifetime or after his Decease, severally and successively according to their respective Seniorities in Tail Male, with Remainder to the Use of the first and all and every other the Daughter and Daughters of the Body of the said *Hugh Lupus Lord Viscount Belgrave* thereafter to be born, whether in his Lifetime or after his Decease, severally and successively according to their respective Seniorities in Tail Male, with Remainder to the Use of the first and all and every other the Daughter and Daughters of the Body of the said *Gilbert Norman Grosvenor* to be thereafter born, whether in his Lifetime or after his Decease, severally and successively according to their respective Seniorities in Tail Male, with Remainder to the Use of the first and all and every other the Daughter and Daughters of the Body of the said *Richard de Aquila Grosvenor* to be thereafter born, whether in his Lifetime or after his Decease, severally and successively according to their respective Seniorities in Tail Male, with Remainder to the Use of Lady *Elizabeth Egerton*, eldest surviving Daughter of the said *Thomas Earl of Wilton*, and her Assigns, for Life, without Impeachment of Waste, with Remainder to the Use of the said Trustees and their Heirs during the Life of the said Lady *Elizabeth Egerton*, in trust to preserve contingent Remainders, with Remainder to the Use of the first and all and every other the Son and Sons of the Body of the said Lady *Elizabeth Egerton*, severally and successively according to their respective Seniorities in Tail Male, with Remainder to the Use of Lady *Katherine Grey Egerton*, second surviving Daughter of the said *Thomas Earl of Wilton*, and her Assigns, for her Life, without Impeachment of Waste, with Remainder to the Use of the said Trustees and their Heirs during the Life of the said Lady *Katherine Grey Egerton*, in trust to preserve contingent Remainders, with Remainder to the Use of the first and all and every other the Son and Sons of the Body of the said Lady *Katherine Grey Egerton*, severally and successively according to their respective Seniorities in Tail Male, with Remainder to the Use of all and every the Daughter and Daughters of the Body of the said *Thomas Earl of Wilton*, thereafter to be born, whether in his Lifetime or after his Decease, severally and successively according to their respective Seniorities in Tail Male, with

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with Remainder to the Use of the first and all and every other the Daughter and Daughters of the Body of the said *Arthur Edward Holland* Lord Viscount *Grey de Wilton*, thereafter to be born, whether in his Lifetime or after his Decease, severally and successively according to their respective Seniorities in Tail Male, with Remainder to the Use of the first and all and every other the Daughter and Daughters of the Body of the said *Seymour John Egerton* to be begotten, and to be thereafter born, whether in his Lifetime or after his Decease, severally and successively, according to their respective Seniorities in Tail Male, with Remainder to the Use of *Victoria Charlotte Grosvenor*, eldest Daughter of the said Lord *Robert Grosvenor*, and her Assigns, for her Life, without Impeachment of Waste, with Remainder to the Use of the said Trustees and their Heirs during the Life of the said *Victoria Charlotte Grosvenor*, in trust to preserve contingent Remainders, with Remainder to the Use of the first and all and every other the Son and Sons of the Body of the said *Victoria Charlotte Grosvenor*, severally and successively according to their respective Seniorities in Tail Male, with Remainder to the Use of *Albertine Grosvenor*, the Second Daughter of the said Lord *Robert Grosvenor*, and her Assigns, for her Life, without Impeachment of Waste, with Remainder to the Use of the said Trustees and their Heirs during the Life of the said *Albertine Grosvenor*, in trust to preserve contingent Remainders, with Remainder to the Use of the first and all and every other the Son and Sons of the Body of the said *Albertine Grosvenor*, severally and successively according to their respective Seniorities in Tail Male, with Remainder to the Use of all and every other the Daughter and Daughters of the Body of the said Lord *Robert Grosvenor* thereafter to be born, whether in his Lifetime or after his Decease, severally and successively according to their respective Seniorities in Tail Male, with Remainder to the Use of the first and all and every other the Daughter and Daughters of the said *Robert Wellesley Grosvenor* to be thereafter born, whether in his Lifetime or after his Decease, severally and successively according to their respective Seniorities in Tail Male, with Remainder to the Use of his the said Testator's own right Heirs for ever; and in the said Will was contained a Power for the Person or Persons who for the Time being should be entitled under or by virtue of the said Will to the immediate Estate of Freehold of and in the said Hereditaments and Premises therein-before devised, or any of them, or (being an Infant) for his or her Guardian or Guardians, from Time to Time, by Indenture, to demise and lease the said Hereditaments and Premises, or any of them, or any Part or Parts thereof which they should be in the actual Possession of (other than and except his the said Testator's said Capital Messuage or Mansion House called "*Grosvenor House*" in *Upper Grosvenor Street* aforesaid), unto any Person or Persons, for any Term or Number of Years not exceeding Thirty-one Years, in possession, but not in reversion or  
by

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by way of future Interest, at, such Rent and upon such Terms and Conditions as in the same Will mentioned; and in the said Will was also contained a Power for the Person or Persons who for the Time being should be entitled under or by virtue of his said Will to the immediate Estate of Freehold of and in the said Hereditaments and Premises therein-before devised, or any of them, or (being an Infant) for his or her Guardian or Guardians, from Time to Time, by Indenture or Indentures, to make, execute, and complete any Lease or Leases, Demise or Demises, of all or any Part of the Hereditaments and Premises therein-before devised, which he the said Testator had, either by himself or his Agents, and either by Parol Agreement or by Writing, or in any other Way, agreed or promised to make or execute, at such Rent or Rents and for such Term or Terms as should have been agreed to by him the said Testator, or by his Agents on his Behalf, and also to make any Demise or Lease, Demises or Leases of all or any of the said Messuages, Lands, Tenements, Hereditaments, and Premises therein-before devised, to any Person or Persons who should be willing to build any new Messuage or Messuages, or to repair any of the old Messuages or Tenements, for any Term of Years not exceeding Ninety-nine Years, in possession, (or in reversion and by way of future Interest, so that not more than Five Years should be unexpired of the existing Lease or Leases respectively at the Time of granting such Lease or Leases in reversion as aforesaid, and so as upon every such Lease or Demise there should be reserved and made payable during the Continuance thereof the best and most improved yearly Rent or Rents that at the Time of making could be reasonably had or gotten for the same,) to commence either immediately or at the Expiration of such existing Lease or Leases, as the Case should be, or any Period or Periods within or not later than Ten Years from the Commencement of the Term or Terms thereby granted, and either wholly or increasing periodically to the whole Rent as should be found convenient, without taking or receiving any Sum or Sums of Money or other Consideration by way of Fine or Premium for or in respect of such Lease or Leases, so as none of the Lessees to whom any such last-mentioned Lease or Leases respectively should be made, their, his, or her Executors, Administrators, or Assigns, be made dispunishable for Waste, except in the Case of Leases made for the Purpose of building or repairing, and then only so far as the Nature of the Case might require, and so as in every such last-mentioned Lease there should be contained a Clause of Re-entry for Nonpayment of the Rent or Rents to be thereby respectively reserved and made payable by the Space of Twenty-one Days after the same should become due (the same being lawfully demanded), and so as such Lessee or Lessees to whom such last-mentioned Lease or Leases should be so made should seal and deliver a Counterpart or Counterparts of such Lease or Leases respectively: And whereas the said *Robert Marquess of Westminster* departed this Life on the Seventeenth Day

[*Private.*]

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of

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of *February* One thousand eight hundred and forty-five, leaving the said *Richard Earl Grosvenor*, who upon the Decease of his said Father became *Richard Marquess of Westminster*, his eldest Son and Heir-at-Law him surviving, and without having altered or revoked his said recited Will, except as the same was partly altered or revoked by certain Codicils which did not affect the Limitations or Powers in the same Will contained concerning the said Hereditaments in the Parishes of *Saint George Hanover Square* and *Saint John the Evangelist* within the Liberty of *Westminster* aforesaid, and the said Will and Codicils were on or about the Fifteenth Day of *May* One thousand eight hundred and forty-five duly proved by *Richard* now Marquess of *Westminster*, the Executor therein named, in the Prerogative Court of the Archbishop of *Canterbury*, Power being reserved to the said *Eleanor Dowager Marchioness of Westminster*, the Executrix therein named, to come in and prove the same: And whereas the said Testator's Widow, *Eleanor Marchioness of Westminster*, died on the Twenty-ninth Day of *November* One thousand eight hundred and forty-six, without having proved the said Will and Codicils: And whereas the said Lady *Eleanor Grosvenor* intermarried with the Right Honourable *Algernon Percy Baron Prudhoe* (now the Most Noble *Algernon Percy Duke of Northumberland*) in the Lifetime of the said Testator, but hath not any Issue: And whereas the said Lady *Mary Frances Grosvenor* intermarried with the Right Honourable *Thomas Augustus Wolstenholme Lord Parker* (now the Right Honourable *Thomas Augustus Wolstenholme Earl of Macclesfield*) in the Lifetime of the said Testator, and hath Issue Five Children, *videlicet*, the Honourable *George Augustus Parker* (commonly called Viscount *Parker*), the Honourable *Cecil Thomas Parker*, Lady *Elizabeth Amelia Parker*, Lady *Adelaide Helen Parker*, and the Honourable *Algernon Robert Parker*: And whereas the said Lady *Elizabeth Grosvenor* intermarried with the Honourable *Beilby Richard Lawley*, and hath Issue Three Children, *videlicet*, *Caroline Elizabeth Lawley*, *Beilby Lawley*, and an Infant Daughter not yet baptized: And whereas the said Lady *Caroline Amelia Grosvenor* intermarried with the Right Honourable *William Henry Baron Leigh* of *Stoneleigh* in the County of *Warwick*, and hath Issue One Child, *videlicet*, the Honourable *Margaret Elizabeth Leigh*: And whereas the said *Thomas Earl of Wilton* hath Issue born after the Date of the said Will, but previously to the Decease of the said Testator, One Daughter, named Lady *Alice Magdalen Grey Egerton*: And whereas the said Lord *Robert Grosvenor* hath Issue born after the Date of the said Will, but previously to the Death of the said Testator, One Son, *videlicet*, *Thomas George Grosvenor*, who is now living, and One Daughter, *Blanche Eleanor*, who is since dead: And whereas the said Lord *Robert Grosvenor* hath Issue born since the Death of the said *Robert Marquess of Westminster*, Three Sons, *videlicet*, *Norman de L'Aigle Grosvenor*, *Algernon Henry Grosvenor*,  
and

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and *Richard Cecil Grosvenor*, all of whom are now living: And whereas no other Issue has been born to the said *Richard* Marquess of *Westminster* or *Thomas* Earl of *Wilton* since the Death of the said Testator: And whereas the said *Richard* Marquess of *Westminster*, *Hugh Lupus* Lord Viscount *Belgrave* (now *Hugh Lupus* Earl *Grosvenor*), *Gilbert Norman Grosvenor*, *Richard de Aquila Grosvenor*, *Thomas* Earl of *Wilton*, *Arthur Edward Holland Grey* Lord Viscount *Grey de Wilton*, *Seymour John Egerton*, Lord *Robert Grosvenor*, *Robert Wellesley Grosvenor*, Lady *Eleanor Grosvenor* (now Duchess of *Northumberland*), Lady *Mary Frances Grosvenor* (now Countess of *Macclesfield*), Lady *Elizabeth Grosvenor* (now Lady *Elizabeth Lawley*), Lady *Caroline Amelia Grosvenor* (now *Caroline Amelia* Lady *Leigh*), Lady *Octavia Grosvenor*, Lady *Agnes Grosvenor*, Lady *Jane Louisa Octavia Grosvenor*, Lady *Theodora Grosvenor*, Lady *Elizabeth Egerton*, Lady *Katherine Grey Egerton*, Lady *Alice Magdalen Grey Egerton*, *Victoria Charlotte Grosvenor*, and *Albertine Frances Elizabeth Grosvenor* (in the said Testator's Will called *Albertine Grosvenor*), survived the said Testator *Robert* Marquess of *Westminster*, and are all respectively now living: And whereas the said *Hugh Lupus* Earl *Grosvenor*, *Eleanor* Duchess of *Northumberland*, *Mary Frances* Countess of *Macclesfield*, Lady *Elizabeth Lawley*, *Caroline Amelia* Lady *Leigh*, and Lady *Octavia Grosvenor* have respectively attained the Age of Twenty-one Years: And whereas the said *Gilbert Norman Grosvenor* and *Richard de Aquila Grosvenor*, *Arthur Edward Holland Grey* Viscount *Grey de Wilton*, *Seymour John Egerton*, and *Robert Wellesley Grosvenor*, *Thomas George Grosvenor*, *Norman de L'Aigle Grosvenor*, *Algernon Henry Grosvenor*, *Richard Cecil Grosvenor*, Lady *Agnes Grosvenor*, Lady *Jane Louisa Octavia Grosvenor*, Lady *Theodora Grosvenor*, Lady *Elizabeth Egerton*, Lady *Katherine Grey Egerton*, Lady *Alice Magdalen Grey Egerton*, *Victoria Charlotte Grosvenor*, and *Albertine Frances Elizabeth Grosvenor*, *George Augustus* (now Viscount *Parker*), *Cecil Thomas Parker*, *Algernon Robert Parker*, and *Beilby Lawley*, are all of them Infants under the Age of Twenty-one Years, and unmarried: And whereas by an Indenture dated the Twelfth Day of *June* One thousand eight hundred and fifty, and made between the said *Thomas Cubitt* of the One Part, and the said *Richard* Marquess of *Westminster* of the other Part, for carrying into effect an Arrangement which had been entered into between the said Marquess and the said *Thomas Cubitt* to enable the said Marquess (amongst other things) to make a Gift of a Piece of Land, Part of the Premises comprised in the said Leases of the Seventeenth Day of *June* One thousand eight hundred and five and the Seventh Day of *April* One thousand eight hundred and twenty-seven as a Site for Schools in connexion with the Church to be erected under the herein-after mentioned Act, and which Piece of Land is specified in the Second Schedule to the same Act annexed and also in the

Indenture,  
dated 12th  
June 1850.

Second

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The Saint  
Gabriel,  
Pimlico,  
Church Act,  
1850.

Second Schedule annexed to this Act, and is in the said Act and in this Act referred to as "the School Land," he the said *Thomas Cubitt*, for the Considerations in the same Indenture mentioned, did covenant with the said Marquess that he the said *Thomas Cubitt*, his Executors, Administrators, or Assigns, (provided an Act of Parliament confirming the now-reciting Indenture should be obtained,) would surrender or assign the said School Land unto the said Marquess, or to the Person or Persons for the Time being entitled in possession under the Will of the said late Marquess, or as he or they should direct, so as to enable him or them to convey the same as the Site for the School, freed and discharged from the Rent reserved by the Leases under which the same was held, but that such Rent should not be diminished thereby: And whereas by an Act passed in the Session holden in the Thirteenth and Fourteenth Years of the Reign of Her present Majesty ("The *Saint Gabriel Pimlico Church Act*, 1850,") it was enacted, amongst other things, that from and after the passing of the said Act the recited Indenture of the Twelfth Day of *June* One thousand eight hundred and fifty should be valid and effectual to all Intents and Purposes whatsoever, according to the true Intent and Meaning thereof, and might be carried in all respects into execution, and that from and after the Execution by the said *Thomas Cubitt*, his Executors, Administrators, or Assigns, of a Surrender of the School Ground, as therein-before recited, the said Leases of the Seventeenth Day of *June* One thousand eight hundred and five and the Seventh Day of *April* One thousand eight hundred and twenty-seven should be construed and have Effect in all respects as if the School Land had not been comprised therein, and such Leases, or either of them, or the Right, Title, or Interest of any Person claiming under the same or derivatively therefrom, or the Estates thereby respectively created, or any Person entitled to the Rents thereby respectively reserved, or the Benefit of the Lessee's Covenants therein respectively contained, should not, as regarded any of the Lands and Hereditaments therein comprised, other than the School Land, be in any Manner affected by reason of such Surrender; but no such Surrender has been yet made: And whereas the Hereditaments and Premises comprised in and demised by the said Indentures of Lease of the Seventeenth Day of *June* One thousand eight hundred and five and the Seventh Day of *April* One thousand eight hundred and twenty-seven consist of divers Manufactories, Messuages or Dwelling Houses, and other Buildings, and also of divers Pieces of Ground unbuilt upon, and other Premises which are or may be rendered eligible Sites for Building Purposes, and if Houses and other Buildings were erected thereon it would greatly improve the Value of the Property, and be highly advantageous not only to the said *Thomas Cubitt* but also to the several Parties for the Time being entitled to Estates under the said recited Will of the said *Robert Marquess of Westminster*; but inasmuch as the whole of the said Hereditaments

and



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and every Part thereof are and is subject to the entire Rent of One thousand Pounds reserved by the said Leases respectively, and to the Covenants and Conditions therein respectively contained, no satisfactory Title can be given to Builders and other Persons who would otherwise be willing to take Portions of the said Hereditaments for the Purpose of building thereon new Houses or other Buildings, or of repairing, adding to, or otherwise improving the Buildings which already exist; and it would greatly benefit the Property if the said *Richard Marquess of Westminster* and other the Persons for the Time being entitled to Estates under the said Will of the said *Robert Marquess of Westminster* deceased were enabled to grant Leases of Portions of the said Hereditaments at apportioned Parts of the said Rent of One thousand Pounds, and thereby to subject each Portion so demised to its own particular Rent and Covenants, and to exonerate it from the Rent and Covenants reserved by and contained in the said recited Leases of the Seventeenth Day of *June* One thousand eight hundred and five and the Seventh Day of *April* One thousand eight hundred and twenty-seven; but by reason of the Limitations and Provisions contained in the said Will of the said *Robert Marquess of Westminster* such Leases cannot be granted without the Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects the said *Richard Marquess of Westminster* and *Thomas Cubitt* 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,

I. That it shall be lawful for the said *Richard Marquess of Westminster*, during his Life, and after his Decease to and for the Person and Persons for the Time being authorized by the said recited Will of the said *Robert Marquess of Westminster* to make any Demise or Lease for any Term not exceeding Ninety-nine Years as aforesaid, by Deed or Deeds, whether indented or not, from Time to Time to demise and lease to the said *Thomas Cubitt*, his Executors, Administrators, or Assigns, or to such Person or Persons as he, she, or they shall nominate or appoint in that Behalf, all or any Part or Parts of the Piece or Parcel of Land or Ground, Messuages, Buildings, Hereditaments, and Premises, which are comprised in and demised by the hereinbefore recited Indentures of Lease of the Seventeenth Day of *June* One thousand eight hundred and five and the Seventh Day of *April* One thousand eight hundred and twenty-seven, with any Messuages or other Buildings which now are or which hereafter shall or may be erected and built thereon, for the Term of Seventy-four Years, to be computed from the Twenty-fifth Day of *December* One thousand eight hundred and fifty (being substantially a Term equal to the Remainder now unexpired of the Terms of Years respectively granted

Power to grant new Leases of Hereditaments comprised in Indentures of Lease of 17th June 1805 and 7th April 1827.

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by the said Indentures of Lease of the Seventeenth Day of *June* One thousand eight hundred and five and the Seventh Day of *April* One thousand eight hundred and twenty-seven), in such Parts or Parcels, and subject to such Portions of the yearly Rent of One thousand Pounds reserved by such last-mentioned Leases, as shall by the Person or Persons granting such new Lease or Leases be thought proper and expedient, but so nevertheless that if the apportioned yearly Rent to be reserved by any such new Lease to be so granted as aforesaid shall bear a greater Proportion to the said entire Rent of One thousand Pounds than the Quantity of Land to be comprised in such new Lease shall bear to all the Land comprised in the said Leases of the Seventeenth Day of *June* One thousand eight hundred and five and the Seventh Day of *April* One thousand eight hundred and twenty-seven, then and in such Case the same apportioned Rent shall not exceed One Fourth Part of the clear yearly Rackrent Value of the Hereditaments to be comprised in such new Lease, including all Buildings thereon (if any), when completed and fit for Occupation or Use, and when Rents equal in the aggregate to the yearly Sum of One thousand Pounds shall have been reserved in and by such new Leases, then to demise and lease the Residue of such Hereditaments by One or more than One Lease at the yearly Rent of One Peppercorn, but no Fine or Premium shall be taken for granting any such new Lease as aforesaid.

Certain  
Covenants  
to be con-  
tained in  
Leases.

II. That in every Lease to be granted under the Powers of this Act there shall be contained Covenants on the Part of the Lessee or Lessees, his, her, or their Executors, Administrators, and Assigns, (in addition to any other Covenants that may be agreed on between the Lessor and Lessee or Lessees,) to pay the Rent by such Lease reserved (except in Cases where Peppercorn Rents shall be reserved), and to pay all Sewer Rates and other Rates and Taxes charged upon the demised Premises (except the Landlord's Property Tax payable in respect of the demised Premises or the Rent reserved), and to keep in repair any Messuage or Building (if any) then or thereafter to be built on the Ground demised, and to keep such Messuage or Building insured from Damage by Fire to the Amount of Two Thirds of the Value thereof in some or One of the Public Offices of Insurance against Loss by Fire, within a Time to be specified in such Lease, and to surrender and leave in repair the Ground by such Lease demised, and all Buildings (if any) thereon, at the End of the Term granted by such Lease, and for authorizing the Entry of the Landlord for the Time being, during the Term, to view the Condition of the demised Premises, and also a Proviso or Condition of Re-entry for Nonpayment of the Rent thereby reserved (except in Cases where a Peppercorn Rent shall be reserved) for the Space of Twenty-one Days after the same shall have become due, the same having been lawfully

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lawfully demanded; and every Lessee shall execute a Counterpart of his or her Lease.

III. That when and as any new Lease shall be granted of any Portion of the Hereditaments comprised in the said original Leases of the Seventeenth Day of *June* One thousand eight hundred and five and the Seventh Day of *April* One thousand eight hundred and twenty-seven, the Hereditaments demised by such new Lease shall be freed and discharged from such original Leases, and the Rent, Covenants, Provisoos, and Agreements thereby and therein reserved and contained, and shall be subject only to the Rent, Covenants, Provisoos, and Agreements which shall be reserved by and contained in such new Lease; and when any such new Lease shall be granted at a Peppercorn Rent under the Powers of this Act, an Affidavit or a Declaration under the Act of the Fifth and Sixth Years of the Reign of His late Majesty King *William* the Fourth, Chapter Sixty-two, made by the Steward or Agent of the Person or Persons for the Time being exercising the Power of leasing hereby given, that Rents amounting in the aggregate to the yearly Sum of One thousand Pounds have been reserved by Leases theretofore granted, shall, as regards the Lessee or Lessees, and all Persons claiming under him, her, or them, be sufficient Evidence thereof.

When new Leases granted, Hereditaments comprised therein to be discharged from original Leases, &c.

IV. That when and as, from Time to Time, any new Lease shall be granted under the Powers of this Act of any Portion of the said Hereditaments at such apportioned Rent as aforesaid, a like Proportion or Amount of the said Rent of One thousand Pounds reserved by the said original Leases of the Seventeenth Day of *June* One thousand eight hundred and five and the Seventh Day of *April* One thousand eight hundred and twenty-seven shall thereupon cease and become extinguished, and the Hereditaments remaining subject to the same original Leases shall be thenceforth freed and absolutely exonerated therefrom, and from all other Liabilities in respect of the Premises comprised in such new Lease, to the Intent that the Rents from Time to Time payable under the said original Leases, and under such new Leases as shall for the Time being have been granted as aforesaid, shall together amount to the yearly Sum of One thousand Pounds, and no more; but the granting of any Lease under the Powers of this Act shall not in any Manner extinguish, abridge, prejudice, or affect the Rights and Remedies of the Person or Persons for the Time being entitled to the Reversion immediately expectant upon the Determination of the Terms granted by the said original Leases of the Seventeenth Day of *June* One thousand eight hundred and five and the Seventh Day of *April* One thousand eight hundred and twenty-seven for the Rent (if any) for the Time being payable under such original Leases, and on the Covenants, Provisoos, and Agreements contained in the same Leases, so far as regards the Premises

As to Apportionment of Rents, &c.

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Premises which for the Time being shall remain comprised in or subject to such last-mentioned Leases ; and where the Premises comprised in any such new Lease shall at the granting thereof be subject to any Under-lease granted by the said *Thomas Cubitt* or his Predecessors in Title, or any Person or Persons claiming through, under, or in trust for him or them, the Person or Persons granting such new Lease, or other the Person or Persons for the Time being entitled to the Reversion immediately expectant on the Term or Interest thereby granted, shall have and be entitled to such or the like Remedies, by Distress and Re-entry upon the Premises comprised in such Under-lease, in respect of the Rent, Covenants, and Agreements in and by such new Lease reserved and contained, as he or they would have had or been entitled to in respect of the Rent, Covenants, and Agreements respectively reserved and contained in the said original Leases of the Seventeenth Day of *June* One thousand eight hundred and five and the Seventh Day of *April* One thousand eight hundred and twenty-seven in case such new Lease had not been granted, but so that no further Duty, Burden, or Liability be thereby imposed on the Person or Persons claiming under such Under-lease ; and all Persons becoming entitled under such new Lease shall retain or have such or the like Powers of Distress and Re-entry, and other Rights and Remedies, and be subject to such or the like Duties or Liabilities, in respect of the Rent, Covenants, Provisions, and Agreements in and by such Under-lease reserved and contained, and all Persons being or becoming entitled under such Under-lease shall retain or have all such or the like Rights or Remedies, and be subject to such or the like Duties and Liabilities, under and upon the Covenants in such Under-lease contained, as they respectively would have had or been entitled to, or been subject to, in case the Reversion expectant on the Term or Interest granted by such Under-lease had continued to be held under the said original Leases of the Seventeenth Day of *June* One thousand eight hundred and five and the Seventh Day of *April* One thousand eight hundred and twenty-seven respectively, and had by the Operation of such new Lease been legally transferred to the Person or Persons to whom such new Lease shall have been granted.

Ground may  
be appro-  
priated for  
Roads.

V. That it shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases as aforesaid, with the Consent of the said *Thomas Cubitt*, his Executors, Administrators, or Assigns, from Time to Time to set out and appropriate any Portion of the Land comprised in the said original Leases of the Seventeenth Day of *June* One thousand eight hundred and five and the Seventh Day of *April* One thousand eight hundred and twenty-seven which at the Time shall not be subject to any Under-lease as and for a Road, Street, or public Way, and thereupon the Site of such Road, Street, or public Way shall be freed and discharged from

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from the said original Leases, and the Rent, Covenants, and Provisions thereby and therein respectively reserved and contained, but without any Diminution in such Rent, and without Prejudice to such Covenants and Provisions, so far as regards the Residue of the Premises remaining subject to such Leases respectively.

VI. That it shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases as aforesaid from Time to Time to accept or authorize the Acceptance of a Surrender of the Hereditaments comprised in any Lease which may have been granted under this Act, and upon any such Surrender, by any Deed or Deeds, whether indented or not, to demise the Hereditaments so to be surrendered in Parcels for any Term of Years in possession not exceeding the then unexpired Term of the surrendered Lease, at apportioned Parts of the Rent originally reserved by the surrendered Lease, with Liberty to reserve the entire Rent originally reserved by the surrendered Lease upon some specific Portion of the Premises originally demised by such surrendered Lease, either as an entire Rent or as an apportioned Rent or Rents issuing out of separate Parcels; but so nevertheless that if the apportioned yearly Rent to be reserved by any such new Lease to be so granted of any Portion of the Hereditaments comprised in such surrendered Lease as aforesaid shall bear a greater Proportion to the entire Rent originally reserved by such surrendered Lease than the Quantity of Land to be comprised in such new Lease shall bear to all the Land comprised in such surrendered Lease, then and in that Case the same apportioned Rent shall not exceed One Fourth Part of the clear Rackrent Value of the Hereditaments to be comprised in such new Lease, including all Buildings thereon (if any), when completed and fit for Occupation and Use, and so that no Fine or Premium be taken for granting any such new Lease; and in case the whole of the Rent originally reserved in and by the surrendered Lease shall be reserved in respect of a Part or Parts only of the Hereditaments which shall have been comprised in the surrendered Lease, then to demise or lease the Residue thereof, together or in separate Parcels, at the yearly Rent of a Peppercorn; and an Affidavit or a Declaration under the said Act of the Fifth and Sixth Years of the Reign of His late Majesty King *William* the Fourth, Chapter Sixty-two, made by the Person or Persons for the Time being exercising the Power of leasing hereby given, or his or her Steward or Agent for the Time being, that a Rent or Rents equal in the aggregate to the entire Rent mentioned in the surrendered Lease has or have been reserved in respect of some Portions of the surrendered Property, shall, as regards any Lessee, and all Persons claiming under such Lessee, be sufficient Evidence that the entire Rent has been reserved.

VII. That it shall be lawful for the said *Richard* Marquess of *Westminster*, or other the Person or Persons for the Time being  
 [Private.] Power to confirm Leases void or voidable

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for Informality, &c., and to release Covenants, &c.

authorized by the said recited Will to make any Demise or Lease for any Term not exceeding Ninety-nine Years as aforesaid, to confirm any Lease which may be granted by virtue of this Act, in any Case in which, by reason of some technical Error or Informality in granting or executing the same, such Lease shall be void or voidable, and to grant a Lease, pursuant to the Powers and subject to the Restrictions herein-before contained, in lieu of such void or voidable Lease, for any Term or Number of Years not exceeding the then Residue of the Term of Years granted or purported to be granted by such void or voidable Lease, and at and under the same yearly Rent as was reserved in such void or voidable Lease, but no Fine or Premium shall be accepted or taken for making any such Confirmation or new Lease; and it shall be lawful for the Person or Persons for the Time being hereby authorized to grant Leases as aforesaid from Time to Time to release and exonerate any Person or Persons to whom any Lease shall have been granted under the Powers of this Act, and his or their Heirs, Executors, Administrators, and Assigns, and also the Hereditaments demised by such Lease, from or in respect of the Consequences of any Breach that may have occurred of any of the Covenants or Agreements in such Lease contained, or from or in respect of the future Performance or Observance of any of such Covenants or Agreements which the Person or Persons for the Time being exercising this present Power shall consider may be released, without Injury to the said Lands and Hereditaments; but such Power of releasing from the future Performance or Observance of such Covenants or Agreements shall not extend to any of the Covenants and Provisions which are hereby required to be inserted in Leases to be granted under the Powers of this Act; provided always, that a Memorandum of every Release from the future Performance or Observance of such Covenants or Agreements as aforesaid, signed by the Person or Persons exercising this present Power, shall be endorsed on the Lease in which the Covenant so released is or may be contained; and any such Release as aforesaid shall not prejudice the future Operation of Covenants or Agreements contained in such Lease, beyond the express and direct Object and Intention of such Release, nor shall it prejudice the Proviso for Re-entry contained in such Lease in regard to the future Operation of the Covenants and Agreements which may continue unreleased, any Rule of Law to the contrary notwithstanding.

Receipts endorsed to be Evidence of Execution of Counterpart.

VIII. That the Receipt of the Person or Persons making any Lease or Demise by virtue of this Act endorsed on such Lease, acknowledging the Execution and Delivery of a Counterpart of such Lease, shall, in favour of the Lessee or Lessees, and all Persons claiming under him, her, or them, be conclusive Evidence that such Counterpart was duly made and executed pursuant to the Provisions of this Act.

IX. That

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IX. That the Right to receive the Rent or Reservations to be reserved or made payable upon any Lease to be granted in pursuance of this Act, and the Right to take advantage of any Proviso or Condition of Re-entry to be contained in such Lease, shall from Time to Time be deemed to be vested in the Person or Persons who would for the Time being be entitled to the Possession of the Lands and Hereditaments comprised in such Leases respectively, or the Receipt of the Rents and Profits thereof, in case the same had not been executed.

Right to receive Rent, &c. to be vested in Person entitled to Possession of Hereditaments comprised in Lease.

X. That this Act shall not, nor shall anything herein contained, be construed, deemed, or taken to repeal the said Act of the Thirteenth and Fourteenth Years of the Reign of Her present Majesty, "The *Saint Gabriel, Pimlico, Church Act, 1850*," or to prejudice or affect the Provisions thereof, or of the said Indenture of the Twelfth Day of *June One thousand eight hundred and fifty*, which was thereby confirmed; nor shall this Act, nor shall anything herein contained, be construed, deemed, or taken to revoke, repeal, suspend, annul, prejudice, lessen, or affect the Powers in the said Will of the said *Robert Marquess of Westminster* expressly or by Reference contained, except so far as the same may be affected by the Exercise of any of the Powers of this Act.

This Act not to affect Provisions of "The Saint Gabriel, Pimlico, Church Act," or Indenture of 12th June 1850, or the Powers in the Will of Robert Marquess of Westminster.

XI. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person or Persons, Bodies Politic or Corporate, his, her, and their Successors, Heirs, Executors, and Administrators, (other than and except the said *Thomas Cubitt*, his Executors and Administrators, and other than and except all and every the Persons and Person to whom any Estate, Right, Title, Interest, or Inheritance, either at Law or in Equity, shall have been devised or bequeathed, or shall have descended or devolved, or shall descend or devolve, under or by virtue of the herein-before recited Will and Codicils of the said *Robert late Marquess of Westminster*,) all such Estate, Right, Title, Interest, Benefit, Claim, or Demand whatsoever of, in, to, out of, or upon the said Lands and Hereditaments hereby authorized to be leased, as they had before the passing of this Act, or could have held and enjoyed in case this Act had not been passed.

General Saving.

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

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

The

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The FIRST SCHEDULE to which the foregoing Act refers.

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All that Piece or Parcel of Land, containing Fifteen Acres and One Quarter or thereabouts, situate in the Parish of Saint George Hanover Square in the County of Middlesex on the North Side of the River Thames, and bounded towards the South by the Road next such River, towards the East by the Ranelagh Road, towards the West by a Road now or lately called Distillery Lane, but now called or intended to be called Caledonia Street, and towards the North by other Portions of the Estate of the Marquess of Westminster which intervene between the Hereditaments herein-before described and the new Road or Street called Lupus Street, which said Piece or Parcel of Land includes within the external Boundaries thereof the Street called Hanover Street, and the Dock called the Belgrave Dock, together with divers Manufactories, Dwelling Houses, and other Erections and Buildings erected and built on the said Piece or Parcel of Land.

*Thomas Cundy.*

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The SECOND SCHEDULE to which the foregoing Act refers.

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THE SCHOOL LAND.

A Piece of Land situate in the Parish of Saint George Hanover Square in the County of Middlesex on the Eastern Side of the said Street or Road now or lately called Distillery Lane, but now called or intended to be called Caledonia Street, and measuring on each of the Eastern and Western Sides thereof One hundred and thirty Feet, and on each of the Northern and Southern Sides thereof One hundred Feet, be the same several Dimensions little more or less.

*Thomas Cundy.*

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LONDON:

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