



ANNO DECIMO SEPTIMO & DECIMO OCTAVO

# VICTORIÆ REGINÆ.

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## Cap. 25.

An Act to extend the Power to lease the Settled Estates of the Earl of *Harrington* situate in the Parishes of *St. Margaret Westminster* and *St. Mary Abbott's Kensington* in the County of *Middlesex*, and for other Purposes; and to be entitled "The Earl of *Harrington's* Estate Act, 1854." [17th August 1854.]

**W**HEREAS by an Indenture of Bargain and Sale dated the Twentieth Day of *May* One thousand seven hundred and seventy-nine, and duly enrolled in Her Majesty's High Court of Chancery on the Sixteenth Day of *June* in the same Year, and made between *Jane Fleming* Spinster, One of the Two only Daughters and Children of Sir *John Fleming* Baronet, deceased, of the First Part, the Right Honourable *Charles* Third Earl of *Harrington* of the Second Part, and the Right Honourable *Thomas* Lord *Foley* and *Edward Colman* Esquire of the Third Part, (being a Settlement executed previously to and in contemplation of the Marriage then intended and which was soon afterwards solemnized between the said *Charles* Third Earl of *Harrington* and *Jane Fleming*,)

Indenture dated 20th May 1779.

[Private.]

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*Fleming*,)

*The Earl of Harrington's Estate Act, 1854.*

*Fleming*,) after reciting the said intended Marriage, and that the said *Jane Fleming* then stood seised in Fee Simple of an undivided Moiety of and in the Freehold Messuages, Lands, Tenements, and Hereditaments therein-after mentioned, and was also seised to her and her Heirs of the Copyhold Lands and Hereditaments therein-after mentioned, situate in the Manor of *Earl's Court, Kensington*, in the County of *Middlesex*, and which said Freehold and Copyhold Hereditaments and Premises were late the Estate of the said Sir *John Fleming* Baronet, deceased, and that upon the Treaty for the said intended Marriage, it was agreed (*inter alia*) that the same undivided Moiety should previous thereto be conveyed to the said *Thomas Lord Foley* and *Edward Colman*, and their Heirs, upon the Trusts after mentioned, it was witnessed, that in pursuance of the said Agreement, and in contemplation of the said intended Marriage, and for the other Considerations therein mentioned, she the said *Jane Fleming*, with the Privity of the said *Charles* Third Earl of *Harrington*, testified as therein mentioned, did grant, bargain, sell, and confirm unto the said *Thomas Lord Foley* and *Edward Colman*, their Heirs and Assigns, all that undivided Moiety or Half Part of her the said *Jane Fleming* (the whole into Two Parts equally to be divided) of and in the Freehold Hereditaments therein particularly described, and of and in all other the Freehold Messuages, Lands, Tenements, and Hereditaments situate, lying, and being in the aforesaid County of *Middlesex* or elsewhere, whereof or whereto the said Sir *John Fleming* or any Person or Persons in trust for him was or were at the Time of his Death seised or entitled for any Estate of Inheritance in possession, reversion, remainder, or expectancy, and of and in their Appurtenances, to hold the same to the said *Thomas Lord Foley* and *Edward Colman*, and their Heirs, to the Uses following; *viz.*, to the Use of the said *Jane Fleming* and her Heirs until Marriage, and after the Solemnization thereof, to the Use of the said *Thomas Lord Foley* and *Edward Colman*, their Heirs and Assigns for ever, but upon the Trusts after mentioned; and in the Indenture now in statement was contained a Covenant from the said *Jane Fleming*, with the Consent of the said Earl of *Harrington*, to surrender her said One undivided Moiety of all the Copyhold Lands and Hereditaments late of the said Sir *John Fleming* deceased, situate within and held of the Manor of *Earl's Court, Kensington*, to the Use of the said *Thomas Lord Foley* and *Edward Colman*, their Heirs and Assigns for ever; and it was thereby agreed that the said undivided Moiety of the said Premises, both Freehold and Copyhold, was conveyed and covenanted to be surrendered to the said *Thomas Lord Foley* and *Edward Colman*, their Heirs and Assigns, upon trust that they or the Survivor of them, his Heirs, Executors, or Administrators, should with all convenient Speed after the said Marriage, with the Consent of the said *Charles* Third Earl of *Harrington*

*The Earl of Harrington's Estate Act, 1854.*

*Harrington* and *Jane Fleming*, or the Survivor of them, and afterwards of their own Authority, sell the same Premises and the Fee Simple and Inheritance thereof, or join with the Owners of the other Moiety in the Sale of the Entirety thereof, together or in such Parts as should be thought fit, either by Public Sale or by Private Contract, for the best Prices that could be got for the same, and convey and surrender such Moiety, alone or jointly with the other Moiety of the same Premises, unto or in trust for the Purchaser or Purchasers thereof, or his or their Heirs or Assigns, or as he or they should appoint; and it was further agreed that the net Monies which should arise by the said Sale, after deducting the Charges, should be paid or invested by the said *Thomas Lord Foley* and *Edward Colman*, or the Survivor of them, his Executors, Administrators, or Assigns, upon such Trusts and subject to such Powers and Contingencies as were declared concerning the same, together with other Trust Monies, in and by an Indenture of Settlement of even Date therewith: And whereas by an Indenture of Release and Settlement bearing even Date with the herein-before recited Indenture (and being the Indenture of even Date therewith therein referred to), and made between the said *Charles Third Earl of Harrington* of the First Part, the said *Jane Fleming* of the Second Part, the Right Honourable *Charles William Baron Mollineux* and Earl of *Sefton* and the Right Honourable *William Wildman* Lord Viscount *Barrington* of the Third Part, *Edwin Lascelles* Esquire and the said *Edward Colman* of the Fourth Part, Sir *Richard Worsley* Baronet and *Francis Colman* Esquire of the Fifth Part, and the said *Thomas Lord Foley* and *Edward Colman* of the Sixth Part, after reciting the said intended Marriage, and the Seizin of the said *Jane Fleming* of a Moiety of the said Freehold and Copyhold Hereditaments, subject (as respects the Freeholds) to the Moiety of a Rentcharge of Four hundred Pounds payable to Dame *Jane Fleming* (the Widow of the said Sir *John Fleming*) during her Life (and which has many Years since determined by her Death), and also reciting that it was agreed that the said undivided Moiety of and in the said Freehold and Copyhold Estates in *Middlesex* (being the Hereditaments herein-before referred to) should be conveyed to and vested in Trustees and their Heirs upon Trusts to sell the same, and apply the Monies arising therefrom upon the Trusts and for the Purposes therein-after expressed, it was witnessed, that in consideration of the said intended Marriage, and for the other Considerations therein referred to, it was thereby agreed between all the Parties thereto that the Monies arising by Sale of the said *Jane Fleming's* undivided Moiety of the said Lands and Hereditaments, late the Estate of the said Sir *John Fleming*, so by her conveyed and covenanted to be surrendered in trust to be sold as aforesaid, and also the Monies to arise from the Sale or Conversion of other Property therein mentioned or referred to, should be applied by the said

Indenture of Settlement, dated 20th May 1779.

*Thomas*

*The Earl of Harrington's Estate Act, 1854.*

*Thomas Lord Foley* and *Edward Colman*, and the Survivor of them, and the Heirs, Executors, and Administrators of such Survivor, upon the Trusts therein-after expressed; *viz.*, upon trust to pay to the said *Charles* Third Earl of *Harrington*, his Executors, Administrators, or Assigns, the Sum of Three thousand Pounds for his own Use; and in the next place to lay out the Sum of Five thousand Pounds, with the Consent of the said Earl and *Jane Fleming*, in the Purchase of a Town House, to be conveyed or settled to the Uses therein-after mentioned; and it was further agreed that the clear Residue of the said Trust Monies (after the said Sums of Three thousand Pounds and Five thousand Pounds should be deducted) should from Time to Time be placed out in the Names of the said Lord *Foley* and *Edward Colman*, or the Survivor of them, his Executors, Administrators, or Assigns, in such of the Public Stocks or Funds, at Interest, or in the Purchase of such Lands and Hereditaments, as the said *Charles* Third Earl of *Harrington* and the said *Jane Fleming*, or the Survivor of them, by Writing under his or her Hands, should direct or appoint, and afterwards of the proper Authority of the said Trustees or the Survivor of them, their Executors, Administrators, and Assigns, and that the Stocks, Funds, and Securities, Lands, Tenements, and Hereditaments, when purchased, should from Time to Time be conveyed, transferred, or assigned to and vested in the said Lord *Foley* and *Edward Colman*, or the Survivor of them, their Executors, Administrators, and Assigns, upon trust during the Life of the said Earl to pay unto him or his Assigns all the Rents, Dividends, and Income from such Lands, Tenements, and Hereditaments, Stocks, Funds, and Securities, whereof the said *Jane Fleming* was then seised or entitled, and which should be purchased, settled, and invested as aforesaid for his own Use, and after the Decease of the said Earl, in case there should be Issue of the said intended Marriage an eldest or only Son and Three or more Children, upon trust that the said Trustees, or the Survivor of them, his Executors, Administrators, or Assigns, should after the Decease of the said Earl, or during his Life in case he and the said *Jane Fleming* together, or he alone, having survived her, should by such Deed or Writing as therein mentioned direct, raise Twenty thousand Pounds for the Portion of Three or more Children, and should divide the said Twenty thousand Pounds amongst all and every such One or more of the said Children, in such Proportions, and at such Ages, Days, and Times, and subject to such Limitations over, as the said Earl and *Jane* his intended Wife should by Deed or Writing, executed and attested as herein mentioned, jointly appoint, and in default of such Direction or Appointment should divide the said Twenty thousand Pounds equally between such Three Children, to be paid at their respective Ages of Twenty-one Years, or Days of Marriage, which should first happen (such Marriage being had with such Consent as therein aforesaid); and it was thereby provided, that from and immediately after the Decease of the said

*Charles*

*The Earl of Harrington's Estate Act, 1854.*

*Charles* Earl of *Harrington*, in case there should happen to be any Child or Children, whether Sons or Daughters, of the said intended Marriage, other than and besides an eldest or only Son, as to, for, and concerning all and singular the Rest and Residue of the said Stocks, Funds, and Securities, or Trust Monies, Lands, Tenements, and Hereditaments, which should be remaining unapplied and undisposed of after raising and paying the Sum and Sums of Money and Portion or Portions at the respective Times and in the Events and Manner therein-before mentioned; and as to, for, and concerning the Residue or Surplus of the Interest and Dividends of the aforesaid Stocks, Funds, and Securities, and of the Rents and Profits of the Lands and Hereditaments so to be set apart for the Portion and Portions of such Children respectively, as should from Time to Time remain over and above such Payments and Deductions as should be made thereof in respect of Maintenance as therein mentioned, the said Trustees should stand possessed of the same upon trust to sell the same, and lay out the Monies thereby arising, and also all the Monies which might be in their Hands in virtue of the Trusts aforesaid, in the Purchase of Freehold Messuages, Lands, Tenements, and Hereditaments of an Estate of Inheritance in Fee Simple in possession in any Part of *England*, free from Incumbrances, and thereupon to settle, convey, and assure all such Messuages, Lands, Tenements, and Hereditaments so to be purchased, as also all those which should then be remaining vested in them as aforesaid, to the Use of all and every or such One or more of the Son or Sons of the said *Charles* Third Earl of *Harrington* and *Jane Fleming* to be begotten, for such Estate and Estates, in such Parts and Proportions, and with such Limitations over (such Limitations over to be for the Benefit of some or One of the same Sons), and in such Manner and Form, as the said *Charles* Third Earl of *Harrington* and *Jane Fleming*, by any Deed or Deeds, Writing or Writings, with or without Power of Revocation, to be by both of them sealed and delivered in the Presence of Two or more credible Witnesses, should together during their joint Lives limit, direct, or appoint: And whereas the Marriage between the said *Charles* Third Earl of *Harrington* and *Jane Fleming* (afterwards the Right Honourable *Jane* Countess of *Harrington*) was duly solemnized in the Month of *May* One thousand seven hundred and seventy-nine: And whereas there were Issue of the said Marriage the Right Honourable *Charles Stanhope* the younger (commonly called Viscount *Petersham*, afterwards Fourth Earl of *Harrington*, the eldest Son,) and Six younger Sons; viz., the Honourable *Lincoln Edwin Robert Stanhope*, the Honourable *Leicester Fitzgerald Charles Stanhope* (now Earl of *Harrington*), the Honourable *Fitzroy Henry Richard Stanhope*, the Honourable *Francis Charles Stanhope*, the Honourable *Henry William Stanhope*, and the Honourable *Augustus Henry Edward Stanhope*; And whereas by an Indenture dated the Fifth Day of *February*

Indenture  
dated 5th

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*The Earl of Harrington's Estate Act, 1854.*February  
1810.

One thousand eight hundred and ten, and made between the said *Charles* Third Earl of *Harrington* and *Jane* Countess of *Harrington* of the First Part, the said *Charles* Viscount *Petersham* of the Second Part, and the said *Edward Colman* of the Third Part, and executed by the said Earl and Countess in the Presence of and attested by Two credible Witnesses, after reciting that no Surrender had ever been made to the said *Thomas* Lord *Foley* and *Edward Colman*, or to the said *Edward Colman* since the Death of his Co-Trustee the said *Thomas* Lord *Foley*, of the Copyhold Hereditaments of or to which the said *Jane* Countess of *Harrington* became and was entitled as aforesaid, and which were covenanted and agreed to be surrendered as herein-before is mentioned, and after certain Recitals whereby, amongst other things, it appeared that the said Sums of Three thousand Pounds and Five thousand Pounds mentioned in the said Indenture of Settlement of the Twentieth Day of *May* One thousand seven hundred and seventy-nine had been raised and paid or satisfied without resorting to a Sale of the said Moiety of the said *Jane* Countess of *Harrington* of and in the said Freehold and Copyhold Hereditaments, and that no Part thereof had in fact been sold, it is witnessed, that in consideration of the natural Love and Affection which the said *Charles* Third Earl of *Harrington* and *Jane* Countess of *Harrington* bore towards the said *Charles* Viscount *Petersham*, and pursuant to and by force and virtue of and in exercise and execution of the Power or Authority to the said *Charles* Third Earl of *Harrington* and *Jane* Countess of *Harrington* given or limited or in them vested by the said Indenture of Settlement of the Twentieth *May* One thousand seven hundred and seventy-nine, and of every other Power and Authority enabling them in that Behalf, they the said *Charles* Third Earl of *Harrington* and *Jane* Countess of *Harrington*, by the Indenture now in recital, did together appoint that the said *Edward Colman*, his Heirs and Assigns, or other the Trustees or Trustee for the Time being acting under the said Indenture of Bargain and Sale of the Twentieth of *May* One thousand seven hundred and seventy-nine, and the Trusts contained in the said recited Indenture of Settlement of even Date therewith, should settle and assure or cause and procure to be settled and assured all and every the Manors, Messuages, Lands, Tenements, and Hereditaments, and Real Estate whatsoever, which should be purchased with the ultimate Trust Funds to arise and be produced from the Sale and Conversion into Money of the Real and Personal Estates of or to which the said *Jane* Countess of *Harrington* was entitled at the Time of her intermarrying with the said *Charles* Third Earl of *Harrington*, pursuant to the said Indenture of Bargain and Sale, and the Trusts of the said Indenture of Settlement of the Twentieth of *May* One thousand seven hundred and seventy-nine respectively, and which should remain after providing for the Portions  
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*The Earl of Harrington's Estate Act, 1854.*

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of the Daughters and younger Sons of the said *Charles* Third Earl of *Harrington* and *Jane* Countess of *Harrington* not then raised, and also all and every other the Messuages, Lands, Tenements, Hereditaments, and Real Estates whatsoever for the Time being subject to the Trusts last mentioned, with their and every of their Appurtenances, (subject and without Prejudice to the Jointure Rentcharge of the said Dame *Jane Fleming* (then *Jane Lady Harewood*) under the Will of the said Sir *John Fleming* deceased, as therein-before mentioned, and also subject and without Prejudice to the Life Estate and Interest of the said *Charles* Third Earl of *Harrington* in or to be limited to him in the same Hereditaments, under the Trusts aforesaid,) to the Use of the said *Charles* Viscount *Petersham*, his Heirs and Assigns for ever; and the said *Charles* Third Earl of *Harrington* and *Jane* Countess of *Harrington* did further order, direct, and appoint that from and after the Death of the said *Charles* Third Earl of *Harrington*, and in the meantime and until such Sales, Purchases, and Settlement as aforesaid should have been made, the Interest, Dividends, and annual Produce of the surplus pecuniary Trust Fund for the Time being subject to the Trusts of the said Indenture of Settlement of the Twentieth Day of *May* One thousand seven hundred and seventy-nine, as also the Rents, Issues, and Profits of all and singular so many or such Part and Parts of the said Real Estates comprised in the said Indenture of Bargain and Sale of even Date with the said last-mentioned Indenture as at the Time of the Death of the said *Charles* Third Earl of *Harrington* should remain unsold and undisposed of, should be paid and applied unto the said *Charles* Viscount *Petersham*, his Heirs and Assigns, to and for his and their own proper Use and Benefit, or in such other Manner as he or they should order, direct, or appoint; and moreover, that if the Real Estates, as well Freehold as Copyhold, late of the said *Jane* Countess of *Harrington*, comprised in and covenanted to be surrendered by the said Indenture of Bargain and Sale executed by her as aforesaid, or any Part thereof, should remain unsold and undisposed of at the Time of the Decease of the said *Charles* Third Earl of *Harrington*, and any pecuniary Trust Fund should remain after answering and satisfying the then not yet raised Portions of and for the Daughters and younger Sons of the said *Charles* Third Earl of *Harrington* and *Jane* Countess of *Harrington*, in case the said *Charles* Viscount *Petersham*, his Heirs or Assigns, should elect to have and take such Real Estate and surplus pecuniary Trust Funds as last mentioned, instead of having the same sold, disposed of, and applied according to the Trusts and Directions of the said Indenture of Bargain and Sale of the Twentieth of *May* One thousand seven hundred and seventy-nine respectively, and of such his or their Election should, within One Year after the Decease of the said *Charles* Third Earl of *Harrington*, give Notice in Writing to the said *Edward Colman*, his  
Heirs

*The Earl of Harrington's Estate Act, 1854.*

Indenture  
dated 6th  
February  
1810.

Heirs or Assigns, or other the Trustees or Trustee for the Time being of the said last-mentioned Indentures, then and in such Case the said last-mentioned Trust Real Estates and surplus pecuniary Trust Funds should be respectively conveyed, assigned, transferred, and made over unto the said *Charles Viscount Petersham*, his Heirs, Executors, Administrators, and Assigns, according to the Nature and Quality of the same Hereditaments and Premises respectively, to and for his and their own absolute Use and Benefit, anything thereinbefore or in the said Indenture of Bargain and Sale inrolled and Settlement made previous to the Marriage of the said *Charles Third Earl of Harrington* and *Jane Countess of Harrington* contained to the contrary notwithstanding: And whereas by an Indenture dated the Sixth Day of *February* One thousand eight hundred and ten, and made between the said *Charles Third Earl of Harrington* and *Jane Countess of Harrington* of the First Part, the said *Charles Viscount Petersham* of the Second Part, and the said *Edward Colman* of the Third Part, and duly executed by the said Earl and Countess in the Presence of and attested by Two credible Witnesses, it was witnessed, that each of them the said *Charles Third Earl of Harrington* and *Charles Viscount Petersham* did thereby, for himself, his Heirs, Executors, and Administrators, covenant and agree with the other of them, his Executors, Administrators, and Assigns, that they the said *Charles Third Earl of Harrington* and *Charles Viscount Petersham* should and would forthwith concur and join together in exercising a Power of Revocation and Appointment limited and reserved by a certain Indenture of Appointment and Release and Settlement of the Twentieth Day of *July* One thousand eight hundred and four in the Indenture now in recital recited or referred to (the same being a Settlement of certain Family Estates of the said Earl in the County of *Derby*), and in limiting and appointing the Settled Estates therein comprised to Two Trustees for a long Term of Years in trust for raising at Interest or otherwise the Sum of Ten thousand Pounds, to be paid to the said *Charles Third Earl of Harrington*, his Executors, Administrators, or Assigns, to and for his or their own Use and Benefit; and it is by the Indenture now in recital further witnessed, that for the Considerations therein mentioned the said *Charles Viscount Petersham* did thereby, for himself, his Heirs, Executors, and Administrators, covenant, promise, and agree to and with the said *Charles Third Earl of Harrington*, his Executors and Administrators, and the said *Charles Viscount Petersham* did also order and direct, that the aforesaid *Edward Colman*, his Heirs and Assigns, or other the Trustees or Trustee for the Time being of the said Indenture of Bargain and Sale inrolled and Indenture of Settlement of the Twentieth Day of *May* One thousand seven hundred and seventy-nine, and that he the said *Charles Viscount Petersham*, his Heirs and all other necessary and requisite Parties, should and would, within



*The Earl of Harrington's Estate Act, 1854.*

within Three Calendar Months after the Decease of the said *Charles Third Earl of Harrington*, or in his Lifetime if the same should or might be deemed fit or expedient, at the Request of the said Earl, by such good and sufficient Acts, Deeds, and Assurances as the Case might require, or as by the Counsel in the Law of the said *Charles Third Earl of Harrington*, his Executors or Administrators, should be deemed fit and expedient, at the Costs of the said *Charles Viscount Petersham*, his Heirs, Executors, or Administrators, some or One of them, convey, settle, and assure all and singular the Manors, Messuages, Lands, Tenements, and Hereditaments whatsoever and where-soever, as well Freehold as Copyhold, which for the Time being should or might be subject to the Trusts, Powers, Authorities, and Directions contained, expressed, and declared in the said herein-before recited Indenture of Appointment of the Fifth Day of *February* then instant, so and in such Manner that the same Manors, Messuages, Lands, Tenements, and Hereditaments, and every Part and Parcel thereof, with their respective Rights, Members, and Appurtenances, should and might be legally and well and effectually vested in Two or more Persons to be named as Trustees in that Behalf, and to be approved of by the said *Charles Third Earl of Harrington*, his Executors or Administrators, upon and for the Trusts, Intents, and Purposes therein-after expressed and declared, that is to say, in trust that they the said Trustees, to be named and approved of as aforesaid, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, should, by Mortgage, Sale, or other Disposition of the said last-mentioned Hereditaments or a competent Part thereof, or by, with, and out of the Rents, Issues, and Profits of the same, or by all and every or any of the Ways and Means aforesaid, or by such other Ways and Means as should be deemed expedient, raise the Sum of Ten thousand Pounds, and apply the same in discharging the like Sum so as aforesaid therein-before provided to be raised by Mortgage of the Estates comprised in the said Indenture of the Twentieth Day of *July* One thousand eight hundred and four, and also should raise so much Money as should be sufficient to discharge all Interest which should become due upon the said last-mentioned Sum of Ten thousand Pounds after the Decease of the said *Charles Third Earl of Harrington*, and should pay and apply the same Monies accordingly, and, subject as aforesaid, should convey, settle, and assure the said several Manors, Messuages, Lands, Tenements, and Hereditaments for the Time being subject to the Trusts, Authorities, and Directions of the said Indenture of Appointment of the Fifth Day of *February* then instant, and of the Indenture now in recital, as well Freehold as Copyhold, or so much thereof as should remain after answering the Trusts therein-before declared concerning the raising and Payment of the said Sum of Ten thousand Pounds therein-before directed to be raised thereout, and Interest, so and in

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*The Earl of Harrington's Estate Act, 1854.*

such Manner as that the same Hereditaments should go and remain (subject and without Prejudice as aforesaid) to, for, and upon the several Uses, Trusts, Intents, and Purposes, and with, under, and subject to the several Powers, Provisoos, Agreements, and Declarations therein-after expressed, declared and contained or referred unto; that is to say, to the Use of all and every or such One or more of the Son or Sons of the Body of the said *Charles* Third Earl of *Harrington* on the Body of the said *Jane* Countess of *Harrington* begotten or to be begotten, for such Estate and Estates, in such Parts or Proportions, and with such Limitations over (such Limitations to be for the Benefit of some or One of the same Sons), and in such Manner and Form as the said *Charles* Third Earl of *Harrington* and *Jane* Countess of *Harrington* by any Deed or Deeds, Writing or Writings, with or without Power of Revocation, to be by both of them sealed and delivered in the Presence of Two or more credible Witnesses, should together during their joint Lives appoint; and in default of such Appointment, and as to such Part or Parts thereof whereof there should be no such Appointment, and in case any such should be made, then when and as the Estates and Interests thereby limited and appointed should respectively end and determine, to the Use of the said *Charles* Viscount *Petersham* and his Assigns during his Life, without Impeachment of Waste; with Remainder to the Use of the Trustees to be for that Purpose named, and their Heirs, during the Life of the said *Charles* Viscount *Petersham*, to support the contingent Remainders therein-after directed to be limited; and after the Decease of the said *Charles* Viscount *Petersham* to the Use of the First and every other Son of the said *Charles* Viscount *Petersham*, severally, successively, and according to Seniority in Tail Male, with Remainder to the Use of the said *Lincoln* *Edwin* *Robert* *Stanhope* and his Assigns for his Life *sans* Waste; with Remainder to the Use of the said Trustees during his Life to support contingent Remainders; with Remainder to the Use of the First and every other Son of the said *Lincoln* *Edwin* *Robert* *Stanhope*, severally, successively, and according to Seniority in Tail Male; with Remainder to the Use of the said *Leicester* *Fitzgerald* *Charles* *Stanhope* now Earl of *Harrington* and his Assigns for his Life *sans* Waste; with Remainder to the Use of the said Trustees during his Life to support contingent Remainders; with Remainder to the Use of the First and every other Son of the said *Leicester* *Fitzgerald* *Charles* *Stanhope*, severally, successively, and according to Seniority in Tail Male; with Remainder to the Use of the said *Fitzroy* *Henry* *Richard* *Stanhope* and his Assigns for his Life *sans* Waste; with Remainder to the Use of the said Trustees during his Life to support the contingent Remainders; with Remainder to the Use of the First and other Sons of the said *Fitzroy* *Henry* *Richard* *Stanhope*, severally, successively, and according to Seniority in Tail Male; with Remainder to the Use of the said *Francis* *Charles*

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*The Earl of Harrington's Estate Act, 1854.*

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*Charles Stanhope* and his Assigns for his Life *sans Waste*; with Remainder to the Use of the said Trustees during his Life to support contingent Remainders; with Remainder to the Use of the First and every other Sons of the said *Francis Charles Stanhope* severally, successively, and according to Seniority in Tail Male; with Remainder to the Use of the said *Henry William Stanhope* and his Assigns for his Life *sans Waste*; with Remainder to the Use of the said Trustees during his Life to support contingent Remainders; with Remainder to the Use of the First and other Sons of the said *Henry William Stanhope*, severally, successively, and according to Seniority in Tail Male; with Remainder to the Use of the said *Augustus Henry Edward Stanhope* and his Assigns for his Life *sans Waste*; with Remainder to the Use of the said Trustees during his Life to support contingent Remainders; with Remainder to the Use of the First and other Sons of the said *Augustus Henry Edward Stanhope*, severally, successively, and according to Seniority in Tail Male; with Remainder to the Use of the Survivor of them the said *Charles Third Earl of Harrington* and *Jane Countess of Harrington*, and the Heirs and Assigns of such Survivor for ever: and it was by the Indenture now in recital declared and agreed, that in the event of no Appointment being made by the said *Charles Third Earl of Harrington* and *Jane Countess of Harrington*, and of the Hereditaments thereby directed and appointed as aforesaid being settled and assured to, for, and upon the Uses, Trusts, Intents, and Purposes agreed and directed to be created and limited therein, in default of such joint Appointment by the said Earl and Countess as aforesaid, there should be contained in the Settlement to be made in pursuance of the Agreements and Directions therein-before contained a Power to enable the said *Charles Third Earl of Harrington* from Time to Time during his Life, and after his Decease for the said *Charles Viscount Petersham* from Time to Time during his Life, and from and after the Decease of the Survivor of them the said *Charles Third Earl of Harrington* and *Charles Viscount Petersham*, then to and for the several other Sons of the said *Charles Third Earl of Harrington* therein-before named during their respective Lives, when in possession of the Hereditaments to be settled as aforesaid, if of full Age, and to and for such Persons as should be Releasees to Uses in the Settlement, and the Survivor of them, and the Executors and Administrators of such Survivor, from Time to Time and at all Times during the Minority or respective Minorities of any Person or Persons who by virtue of any such Limitations aforesaid should be entitled to an Estate of Freehold or Inheritance of and in the said Hereditaments and Premises therein-before agreed and directed to be settled by virtue of any of the Limitations to be contained in such Settlement, by any Deed or Deeds, Instrument or Instruments in Writing, to be sealed and delivered by the Party or Parties exercising such Power in the Presence of and attested by Two or more credible Witnesses, to limit and appoint,  
by

*The Earl of Harrington's Estate Act, 1854.*

by way of Demise, Lease, or Grant, all or any Part or Parts of the said Hereditaments and Premises to be comprised in such Settlement, with the Appurtenances, to any Person or Persons who should improve the same, or covenant and agree to improve the same, by erecting and building thereon any new House or Houses, Erections, or Buildings, or to repair any of the Messuages or Tenements, Erections and Buildings whatsoever which should or might be upon the same Hereditaments or any Part thereof, or to expend such Sums of Money in the Improvement thereof respectively as should be thought adequate for the Interests therein respectively to be departed with, for any Term or Number of Years absolute, not exceeding Ninety-nine Years, to take effect in possession or immediately after the Determination of the subsisting Lease or Leases for the Time being of the same Hereditaments; so that in every such Limitation and Appointment by way of Demise or Lease there be reserved the best and most improved yearly Rent or Rents to be incident to the immediate Reversion of the Hereditaments so to be limited and appointed by way of Demise that could or might be reasonably had or gotten for the same, without taking any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift, for making thereof; and so as there be contained in every such Limitation or Appointment by way of Demise or Lease a Condition of Re-entry for Nonpayment of the Rent or Rents to be respectively reserved; and so as the Lessee or Lessees do execute a Counterpart thereof respectively, and do thereby covenant for the Payment of the Rent or Rents thereby to be respectively reserved, anything herein-before contained to the contrary thereof in anywise notwithstanding, and also a Proviso or Agreement and Declaration that it should and might be lawful to and for such Person or Persons, Releasees to Uses in the said Settlement, and the Survivor of them, and the Executors and Administrators of such Survivor, at any Time or Times thereafter, at the Request and by the Direction of the said *Charles Third Earl of Harrington* during his Life, and after his Decease at the Request and by the Direction of the said *Charles Viscount Petersham* during his Life, and after the Decease of the Survivor of them the said *Charles Third Earl of Harrington* and *Charles Viscount Petersham*, then at the Request and by the Direction of the Person or Persons who for the Time being should, by virtue of any of the Limitations therein-before contained, be in the actual Possession of or be entitled to the Rents, Issues, and Profits of the said Hereditaments to be comprised in the said Settlement, if such Person or Persons respectively should be of full Age, but if such Person or Persons respectively should be under the Age of Twenty-one Years, then during the Minority or respective Minorities of such Person or Persons at the Request and by the Direction of his or her Guardian or Guardians, to be testified by some Writing or Writings under the respective Hands and Seals of the Person or Persons whose Request and Direction for the Time being should be made necessary, and attested by Two or more credible

Witnesses,

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Witnesses, to dispose of, either by way of absolute Sale or Exchange, for or in lieu of other Manors, Lands, and Hereditaments to be situate somewhere in that Part of *Great Britain* called *England*, or in the Principality of *Wales*, all or any Part of the said Hereditaments and Premises, as well Freehold as Copyhold, in the said Settlement to be comprised, and the Inheritance thereof in Fee Simple, to any Person or Persons whomsoever, for such Price or Prices in Money, or for such Equivalent or Recompence in Manors, Lands, and Hereditaments, as to such Persons who should be Releasees to Uses in the said Settlement, or the Survivor of them, or the Executors or Administrators of such Survivor, should seem reasonable; and also a Power of Revocation and Appointment of new Uses to be given, limited, and reserved to the said *Charles* Third Earl of *Harrington* and *Charles* Viscount *Petersham*, to be exercised during their joint Lives, similar to the Power of Revocation and Appointment reserved in the aforesaid Indenture of Release and Settlement of the Twentieth Day of *July* One thousand eight hundred and four, so far as Circumstances might require; and also all such further and other Clauses, Declarations, Powers, Provisoos, and Agreements for the better carrying into effect the Settlement intended to be made as the Trustees to be named and approved of by the said *Charles* Third Earl of *Harrington*, his Executors or Administrators as aforesaid, or the Survivor of such Trustees, or the Heirs, Executors, or Administrators of such Survivors, or any other of the Parties interested in the Premises, or their or any of their Counsel in that Behalf, should think proper or reasonable, or as are usual in like Cases; and it was by the Indenture now in recital moreover witnessed, that for the Considerations aforesaid, and for the further and better effectuating the Wishes and Intentions of the Parties to the same Indenture, he the said *Charles* Viscount *Petersham*, for himself, his Heirs, Executors, and Administrators, did covenant, promise, and agree to and with the said *Charles* Third Earl of *Harrington*, his Executors and Administrators, and the said *Charles* Viscount *Petersham* did also order and direct, that if any Part of the Personal Fund or Trust Monies vested in the said *Edward* *Colman*, or other the Trustees or Trustee for the Time being of the said Indenture of Bargain and Sale inrolled, and the Indenture of Settlement, and the Declaration of Trust of the Twentieth of *May* One thousand seven hundred and seventy-nine, which should remain, after satisfying and discharging the Trusts in the last-mentioned Indenture contained for the Provision of Portions not then raised for the Daughters and younger Sons of the said *Charles* Third Earl of *Harrington* and *Jane* Countess of *Harrington*, should at the Time of the making and executing of the Conveyance, Settlement, and Assurances therein-before covenanted and agreed to be made as aforesaid remain in the Hands of the said *Edward* *Colman*, his Executors, Administrators, or Assigns; or other the Trustees or Trustee for the

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Time

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Time being acting in his or their Stead, such Personal Fund or Trust Monies should with all convenient Speed be laid out and invested in the Purchase of Lands or Hereditaments, pursuant to the Trusts and Directions of the said Indenture of Release and Settlement and Declaration of Trust of the Twentieth Day of *May* One thousand seven hundred and seventy-nine, and that the Lands so to be purchased as last mentioned should immediately after the Purchase thereof be conveyed and assured unto and to the Use of and legally and effectually vested in the said Trustees to be named and approved of by the said *Charles* Third Earl of *Harrington*, his Executors or Administrators, in order and to the Intent that the said Lands and Hereditaments might be conveyed, limited, and assured to, for, and upon the several Uses, Trusts, Intents, and Purposes therein-before mentioned and agreed upon, and according to the true Intent and Meaning of the Parties thereto; and lastly, it was by the said Indenture now in recital provided, declared, and agreed, by and between the said *Charles* Third Earl of *Harrington* and *Charles* Viscount *Petersham*, and he the said *Charles* Viscount *Petersham* did order and direct, that it should and might be lawful to and for the said *Charles* Third Earl of *Harrington* and *Charles* Viscount *Petersham*, at any Time or Times during their joint Lives, before such Conveyance and Settlement as is therein-before covenanted and ordered and directed to be made as aforesaid should be made, in manner therein mentioned to revoke, determine, and make void all and every or any of the Uses, Trusts, Powers, Provisoes, Declarations, and Agreements therein-before limited, expressed, and declared, or directed so to be, of and concerning all or any Part or Parts of the Manors, Messuages, Lands, Tenements, Moieties, and other Hereditaments and Trust Funds therein-before ordered and directed to be settled and conveyed and applied as aforesaid, and appoint any other Use or Uses, Trusts, Powers, Provisoes, Declarations, and Agreements of and concerning the Manors or other Hereditaments and Trust Funds whereof the Uses, Trusts, Powers, Provisoes, Declarations, and Agreements should be so revoked as aforesaid, anything therein-before contained to the contrary thereof in any-wise notwithstanding: And whereas no Settlement has ever been made in pursuance of the Agreement in that Behalf contained in the last herein-before recited Indenture, nor has the said *Charles* Third Earl of *Harrington*, his Executors or Administrators, ever appointed any Person or Persons as a Trustee or Trustees to whom the said Premises should be conveyed in pursuance of the said Agreement, nor was the said Moiety of and in the said Copyhold Hereditaments ever surrendered pursuant to the Covenant in that Behalf herein-before recited: And whereas the Power of joint Appointment agreed to be reserved to the said *Charles* Third Earl of *Harrington* and *Jane* Countess of *Harrington*, as herein-before recited, was never exercised: And whereas the joint Power of Revocation and new Appointment reserved

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reserved to the said *Charles* Third Earl of *Harrington* and *Charles* Viscount *Petersham*, as herein-before is recited, was never exercised: And whereas the said *Jane* Countess of *Harrington* died in the Year One thousand eight hundred and twenty-four: And whereas the said *Charles* Third Earl of *Harrington* died on the Fifteenth Day of *September* One thousand eight hundred and twenty-nine: And whereas upon the Death of the said *Charles* Third Earl of *Harrington* the said *Charles* then Viscount *Petersham* became the Fourth Earl of *Harrington*, and on the Seventh Day of *April* One thousand eight hundred and thirty-one married *Maria Foote*: And whereas the only Issue Male of such Marriage was One Son, namely, *Charles* Viscount *Petersham*: And whereas the said last-mentioned *Charles* Viscount *Petersham* was born on the Eighteenth Day of *December* One thousand eight hundred and thirty-one, and died on the Eighth Day of *April* One thousand eight hundred and thirty-six, in the Lifetime of his Father: And whereas by an Indenture of Release dated the Twentieth Day of *February* One thousand eight hundred and thirty-five, grounded on a Lease for a Year, and made between the Right Honourable *William* Lord *Kensington* of the one Part, and the said *Charles* Fourth Earl of *Harrington* and *John Lewis Fleming* Esquire and Baron *Fleming* in *France* of the other Part, after certain Recitals, whereby it appeared that the said *William* Lord *Kensington* was seised in Fee Simple in possession of the said Manor of *Earl's Court, Kensington*, and that the said *Charles* Fourth Earl of *Harrington* (as the Customary Heir of his youngest Brother the said *Augustus Henry Edward Stanhope*, who was the Customary Heir of his Mother the said *Jane* Countess of *Harrington*,) was then seised of a Customary Estate of Inheritance to him and his Heirs of the Moiety covenanted to be surrendered as aforesaid of and in the said Copyhold Hereditaments, and that the said *John Lewis* Baron *Fleming* was seised for a Customary Estate of Inheritance to him and his Heirs of the other Moiety of the same Hereditaments, it is witnessed, that in consideration of the Sum of One thousand six hundred Pounds by the said *Charles* Fourth Earl of *Harrington* and *John Lewis* Baron *Fleming* in equal Moieties paid to the said *William* Lord *Kensington*, the said *William* Lord *Kensington* did grant, release, and confirm unto the said *Charles* Fourth Earl of *Harrington* and *John Lewis* Baron *Fleming* and their Heirs, the Hereditaments therein described, the same being the Copyhold Hereditaments herein-before referred to, and all and singular other the Lands and Hereditaments then holden by Copy of Court Roll of the said Manor of *Earl's Court, Kensington*, to which the said *Charles* Fourth Earl of *Harrington* and *John Lewis* Baron *Fleming* were entitled as Tenants in Common, to hold the same unto the said *Charles* Fourth Earl of *Harrington* and *John Lewis* Baron *Fleming*, their Heirs and Assigns, to the Uses following; (that is to say,) as concerning One undivided equal Half Part thereof to the Use of the said

Indenture  
dated 20th  
February  
1835.

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said *Charles* Fourth Earl of *Harrington*, his Heirs and Assigns for ever; and as concerning the other undivided equal Half Part thereof, to the Use of the said *John Lewis* Baron *Fleming*, his Heirs and Assigns for ever, absolutely enfranchised and discharged from all yearly and other Payments, Rents, Quitrents, Chief Rents, Customary or Copyhold Rents, Fines, Heriots, Fealty, Suit of Court, and all other usual or Customary or Copyhold Payments, Duties, Services, or Customs whatsoever which by or according to the Custom of the said Manor of *Earl's Court, Kensington*, the said Pieces or Parcels of Land or any of them, or any Part thereof, were, was, or had been, or otherwise ought to be, subject or liable to or charged with, or which otherwise might be made, done, or performed for or in respect of the same Premises or any of them, or any Part thereof, as Copyhold or Customary holden of or as Parcel of the said Manor: And whereas the said *Lincoln Edwin Robert Stanhope* died on or about the Twenty-ninth Day of *July* One thousand eight hundred and forty, without leaving any Issue Male: And whereas the said *Charles* Fourth Earl of *Harrington* died on the Third Day of *March* One thousand eight hundred and fifty-one: And whereas the said *Leicester Fitzgerald Charles Stanhope*, as next surviving Brother of the said Fourth Earl, succeeded to the Title and Estates, and is now Fifth Earl of *Harrington*: And whereas by an Order of Partition dated the Twenty-fourth Day of *September* One thousand eight hundred and fifty-one, under the Hands and Seals of Two of the Inclosure Commissioners for *England* and *Wales*, after reciting (as the Facts were) that the said *Leicester Fitzgerald Charles* Earl of *Harrington*, being the Person interested under the Provisions of the Acts of the Eighth and Ninth *Victoria*, Chapter One hundred and eighteen, and of the Eleventh and Twelfth *Victoria*, Chapter Ninety-nine, in One undivided Moiety or Share of the Lands and Hereditaments contained in the Schedules thereunder written, with the Easements and Appurtenances thereto belonging, and which were not subject to be enclosed under the Provisions of the said Acts; and *Ernestine Maria D'Houdetot* Baroness *Fleming* of *Paris*, Widow, and *Robert Burleigh Sewell* of *Newport* in the *Isle of Wight*, Gentleman, and *Arthur Harbottle Estcourt* of *Lincoln's Inn*, Esquire, Barrister-at-Law, as Trustees thereof, and *Cesarine Amable Louise* Baroness de *Graffenried Villars* of No. 10, *Place Vendome, Paris*, Wife of *Denis Bernard Frederic* Baron de *Graffenried Villars*, entitled for her Life for her separate Use to the annual Income to be produced by the Sale of the said Lands and Hereditaments contained in the said Schedules; and the said *Denis Bernard Frederic* Baron de *Graffenried Villars*, being the Persons interested under the Provisions of the said Acts in One undivided Moiety or Share of the said Lands and Hereditaments, with the Appurtenances, being desirous of effecting a Partition, had made Application to the said Commissioners to inquire whether the

same

Order of  
Partition  
dated 24th  
September  
1851.



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same would be beneficial, and if so, to effect such Partition; and reciting that due Notice was given by Advertisement, as required by the said Acts, and that Three Calendar Months had elapsed from the Publication of the last of such Advertisements without any Notice of Dissent; and further reciting that the said Commissioners were satisfied that the Partition would be beneficial; the said Commissioners did, by virtue of their Power under the said Acts, and by the said Order of Partition thereof, order and declare that the Lands and Hereditaments specified in the First Schedule thereunder written, and shewn on the Plan thereunto annexed, and thereon coloured Green, (the same being the Hereditaments which are described in the First Schedule hereto,) were allotted in Severalty to and should be taken by and thereafter become the Lands and Hereditaments of the said present Earl of *Harrington*, in respect of his undivided Moiety of the said Lands and Hereditaments, and that the Lands and Hereditaments specified in the said Schedule thereunder written, and shown in the said Plan, and therein coloured Pink, were allotted in Severalty to and should be taken by and thereafter become the Lands and Hereditaments of the said *Ernestine Maria D'Houdetot Baroness Fleming*, *Robert Burleigh Sewell*, and *Arthur Harbottle Estcourt*, in respect of their undivided Moiety of the said Lands and Hereditaments: And whereas the Lands and Hereditaments specified in the First and Second Schedules to the said Order of Partition are the Lands and Hereditaments comprised in and settled or agreed to be settled by the herein-before recited Indentures, and a Copy of the said First Schedule (the same comprising the Lands and Hereditaments forming the Subject Matter of the Agreements herein-after recited) is added by way of Schedule hereto: And whereas the said Sum of Twenty thousand Pounds raisable for Portions for the younger Children of the said *Charles Third Earl of Harrington* and the said Sum of Ten thousand Pounds raisable under the Trusts of the said Indenture of the Sixth Day of *February* One thousand eight hundred and ten, and all Interest for the same Sums respectively, have been paid and satisfied without resorting to any Sale or Mortgage of the said Lands and Hereditaments or any Part thereof: And whereas by a Contract or Articles of Agreement dated the Twenty-first Day of *June* One thousand eight hundred and fifty-two, and made between and under the Hands and Seals of the said *Leicester Fitzgerald Charles Earl of Harrington* of the one Part, and *William Jackson* of Thirty-one, *Parliament Street* in the City of *Westminster*, Builder, of the other Part, after reciting the said Indenture of the Sixth Day of *February* One thousand eight hundred and ten, and the Power of leasing therein contained, and reciting that the said *Leicester Fitzgerald Charles Earl of Harrington* was then Tenant for Life in possession of the Hereditaments thereby agreed to be settled, but that no Settlement had yet been made of the said Hereditaments, it is witnessed, that the said

Agreement dated 21st June 1852, between the Earl and Mr. William Jackson.

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*Leicester*

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*Leicester Fitzgerald Charles* Earl of *Harrington* (therein-after described merely as the said Earl of *Harrington*), so far as related to the Acts, Deeds, and Defaults of himself and his own Heirs, Executors, Administrators, and Assigns, and of all Persons claiming or to claim under the therein-before recited Indenture, did thereby agree and declare with and to the said *William Jackson*, his Executors and Administrators, and the said *William Jackson*, so far as related to the Acts, Deeds, and Defaults of himself, his own Heirs, Executors, Administrators and Assigns, did thereby agree and declare with and to the said Earl of *Harrington*, his Executors and Administrators, in manner following; that is to say, that he the said Earl of *Harrington*, or the Person or Persons who should for the Time being be entitled to exercise the said Power of leasing therein-before recited, or to the Possession or the Receipt of the Rents and Profits of the said Hereditaments, under or by virtue of any of the Limitations in Tail or in Fee contained in the therein-before recited Indenture, should and would (subject to the Stipulations and Conditions therein-after contained) grant unto the said *William Jackson*, his Executors, Administrators, or Assigns, or his or their Nominee or Nominees, One or more valid Lease or Leases of all those Pieces or Parcels of Ground, with the Messuages and Tenements then standing and being thereon, and all and singular other the Hereditaments particularly mentioned or referred to in the First Schedule annexed to the Agreement now in recital (being the same Hereditaments as are described in the said Schedule hereto), with their Rights, Members, Easements, and Appurtenances, whether actual or reputed, for the Term of Ninety-nine Years from the Twenty-fourth Day of *June* One thousand eight hundred and fifty-two, subject to the subsisting Tenancies and Tenants Agreements then existing mentioned in the said Schedule to the Agreement now in recital as affecting the said Premises respectively, and at the yearly Rents following; that is to say, during the First Year of the said Term the yearly Rent of One thousand two hundred Pounds, during the Second Year of the said Term the yearly Rent of Onethousand six hundred Pounds, during the Third Year of said Term the yearly Rent of Two thousand four hundred Pounds, during the Fourth Year of the said Term the yearly Rent of Three thousand two hundred Pounds, during the Fifth, Sixth, Seventh, Eighth, and Ninth Years of the said Term the yearly Rent of Three thousand six hundred and eighty Pounds, and during the Tenth and every subsequent Year of the said Term the yearly Rent of Four thousand six hundred Pounds, the several yearly Rents therein-before agreed to be reserved to be respectively paid by Four equal quarterly Payments 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* in every Year, free from the Sewers Rate, Tithe Rentcharges, and Land Tax then or which

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at any Time during the said Term might become chargeable or assessed on the Premises demised, whether parliamentary, parochial, or otherwise, and from all other Rates, Assessments, Payments, and Outgoings whatsoever, and should and would well and effectually grant unto the said *William Jackson*, his Executors, Administrators, and Assigns, full Power, Licence, and Authority at any Time or Times before the Expiration of the said Term to pull down, remove, fell, sell, and convert to his and their own Use, all or any of the Messuages, Tenements, Walls, Fences, Buildings, Erections, (always excepting Timber and other Trees then in or upon the said Premises hereby agreed to be demised or any Part thereof, but which said Timber and Trees the said *William Jackson* should be entitled to purchase of the said Earl at a Valuation, if he should think fit to do so, within Thirty Days after such Valuation should have been made,) and to lay out, make, and erect all such Roads, Squares, Sewers, Drains, and other Works, Messuages, Stables, Coach-houses, and other Buildings and Erections as the said *William Jackson*, his Executors, Administrators, and Assigns, might from Time to Time consider expedient for the Improvement of the said Premises or any Part thereof, subject nevertheless to such Reservations and Restrictions as were therein-after contained; that the said *William Jackson*, his Executors, Administrators, or Assigns, would pay or cause to be paid unto the said Earl of *Harrington*, or other the Person or Persons for the Time being entitled thereto by virtue of the Limitations in the therein-before recited Indentures contained, the said yearly Rents therein-before agreed to be reserved, clear of all Taxes and Deductions as aforesaid, on the Days and Times and in the Manner and Form on and in which the same respectively were therein-before agreed to be reserved and made payable; and also that he the said *William Jackson*, his Executors, Administrators, and Assigns, would during all the Term thereby agreed to be granted bear, pay, and discharge all such Tithes, Tithe Commutation Rentcharge, Land Tax, Sewers Rate, Church Dues, and Parish Dues, Scavengers Wages, and all other Taxes and Impositions whatsoever as are or shall be assessed or charged on or in anywise imposed upon or in respect of the said Premises thereby agreed to be demised, or any Part thereof, by Authority of Parliament or otherwise howsoever; and also that he the said *William Jackson*, his Executors, Administrators, or Assigns, at his and their proper Costs and Charges, would, within the first Two Years of the Term thereby agreed to be granted, expend Two thousand Pounds at the least in the Formation of Roads, Sewers, Drains, Approaches, or other Accommodation Works in, upon, or about the said Premises thereby agreed to be demised, or some Part or Parts thereof, and would or should within the first Nine Years of the said Term, in a good, substantial, and workmanlike Manner, and according to the Second Schedule thereto annexed, build and completely finish,  
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fit for Habitation and Use, upon the Pieces or Parcels of Land thereby agreed to be demised, or some of them, Three hundred (at the least) good and substantial Brick Messuages or Tenements, One Third of which Number of Houses were to be of the Value of at least One thousand Pounds each, and First-class Houses, the other Two Thirds to be Second and Third-rate Houses, and of the Value of at least Seven hundred Pounds each, and all such Houses were to be erected agreeably to the Specification in the Second Schedule thereto annexed, and to the reasonable Satisfaction and Approbation of the Surveyors or Agents for the Time being of the said Earl, or of the Person or Persons who, under or by virtue of the said Indenture of the Sixth Day of *February* One thousand eight hundred and ten, should for the Time being be entitled to the Reversion of the said Hereditaments immediately expectant on the Determination of the said Term; and also that he the said *William Jackson*, his Executors, Administrators, or Assigns, would not proceed in laying out any Plot of Ground, Part of the said Hereditaments, until a Plan of the proposed Mode of laying out the same should have been submitted by him and them to and approved of by the said Earl, or other the Person or Persons for the Time being entitled as aforesaid, (such Plan to be so submitted for Approval within Four Calendar Months from the Date thereof, or within such other Time or Times as the said Earl might by Indorsement on the Agreement now in recital limit and appoint,) and also should or would erect and build all such Erections, Buildings, Out-houses, and other Conveniences as should be necessary and proper to be used with and for rendering the same Messuages or Tenements commodious and in all respects fit for Habitation and Use, and in a good and substantial Manner, in accordance with the Provisions of the Seventh and Eighth *Victoria*, Chapter Eighty-four, or any other Building Act that might then be in or thereafter come into operation; and further, that the said *William Jackson*, his Executors, Administrators, or Assigns, would and should, at his or their proper Expense, make proper Drains and Sewers from the said Houses to communicate with the Common Sewer (when and as each of the said Houses should be completed and finished fit for Habitation), and also for the Purpose of draining the Roads thereby agreed to be made, the Bottoms of which said Drains or Sewers next the said Common Sewer should be made sufficiently low to admit of good draining into such Common Sewer from the whole of the said Houses, and further, that no Brick Earth should be dug or got from nor should any Bricks be burnt or made upon the said Ground (except for the Purpose of building), in constructing Buildings, Walls, Sewers, Drains, or other Works thereby agreed or authorized to be made, and that all such Bricks as should be burnt upon the said Premises for the Purposes aforesaid should be so burnt within Twenty-four Calendar Months after the Date of the said Agreement, and no Bricks should be afterwards

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afterwards made or burnt upon the said Ground for any Purpose whatever; and that the said *William Jackson*, his Executors, Administrators, or Assigns, should pay to the said Earl, or other the Person or Persons who under or by virtue of the said Indenture of the Sixth Day of *February* One thousand eight hundred and ten shall for the Time being be entitled to the Rents thereby reserved, the Sum of One Shilling *per* Thousand for every Thousand Bricks which should have been so made and burnt, and also that no Gravel, Earth, Sand, or Stones should be dug or sold from the Premises, or removed for any other Purpose than for the Purpose of constructing such Buildings, Walls, Sewers, Drains, or other Works, as aforesaid; and that the said *William Jackson*, his Heirs, Executors, or Administrators, or his or their Nominee or Nominees, Under-tenants, or One or all of them, would, at his or their own proper Costs and Charges, raise, form, and make, to the Satisfaction of the said Earl, or other the Person or Persons so for the Time being entitled as last aforesaid, his or their Agents or Surveyors for the Time being, all proper and necessary Road and Roadways, such Roads to be made in conformity with the said Metropolitan Building Act, so far as need be, and such Roadways to be sufficiently raised and made hard for Use and sound before each House at or before the Time when such House should be completed and fit for Habitation, and also should and would in like Manner form and make the Footpath and Footpaths in front of each House and round any Square, and keep the said Roads and Footpaths respectively in good Repair until the whole of such Houses should have been built, when the same should be dedicated to the Public, and given up to the Parish in the usual Way, but at the Expense of the said *William Jackson*, his Heirs, Executors, Administrators, or Assigns; and further, from Time to Time as and when the said *William Jackson*, his Executors, Administrators, or Assigns, should have erected, built, and covered in the Carcase of any One or more of the said several Messuages or Buildings therein-before agreed to be built, the said Earl of *Harrington*, or other the Person or Persons who should for the Time being be entitled to exercise the said Power of leasing, or to the Possession or to the Receipt of the Rents and Profits of the said Hereditaments and Premises, under or by virtue of any of the Limitations in Tail or in Fee contained in the therein-before recited Indenture, should and would, at the Request of the said *William Jackson*, his Executors, Administrators, or Assigns, grant to him or them, or his or their Nominee or Nominees, a valid and effectual Lease or valid and effectual Leases of the said Messuages and Buildings, with their respective Stables, Coach-houses, Outbuildings, Yards, Gardens, and other Appurtenances, for the then Residue of the said Term thereby agreed to be granted, and that every such Lease should comprise either a single Messuage, with its Appurtenances, or several, and so many Messuages, with their respective Appurtenances, as the said

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*William*

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*William Jackson*, his Executors, Administrators, or Assigns, or his or their Nominees, should require or elect to have comprised therein, and that the Rents to be reserved by such Leases (unless with the Consent of the said Earl or other the Person or Persons so entitled as aforesaid) should in no Case exceed One Sixth of the yearly Value at Rackrent of the Messuage or Messuages and Premises thereby demised or intended so to be, and that in case Two or more Messuages or Tenements should be comprised in a single Lease the Rent and Covenants should be so apportioned between or in respect of the same as the said *William Jackson*, his Executors, Administrators, or Assigns, should require, (subject nevertheless to the Provisions therein-before contained in respect to the Amount of Rent to be reserved upon any single Messuage, with its Appurtenances,) and that the Rents to be so reserved should be considered to be in part and should go in diminution of the yearly Rents therein-before agreed to be reserved and paid in respect of the Entirety of the said Premises comprised in the said Agreement; but nevertheless it was thereby expressly agreed and declared, that no such Leases as aforesaid should be granted in pursuance of the said Agreement unless there should be at the Time of granting the same, over and above and beyond the Premises comprised in such Leases, Four new (Two First-class and Two Second-class) Messuages or Tenements at the least erected upon the said Land by the said *William Jackson*, his Executors, Administrators, or Assigns, and properly covered in with good and sufficient Materials, or One First-class and One Second-class Messuage or Tenement completely finished and fit for Habitation, except with respect to the papering thereof, so that there should always be, until the whole of the said Land should be demised, Four such new Messuages erected and properly covered in or Two completely finished fit for Habitation, except as to the papering thereof as aforesaid, upon the said Land undemised; and further, that the said *William Jackson*, his Executors, Administrators, or Assigns, should, within the first Nine Years of the said Term, apply for and accept and execute Counterparts of Leases comprising at the least Three hundred Houses, One hundred thereof to be each of the Value of One thousand Pounds at least as aforesaid; and further, that the said Earl of *Harrington* or other the Person or Persons so for the Time being entitled as aforesaid should and would from Time to Time, as and when any Part or Parts of the said Hereditaments and Premises should, with the Consent of the Surveyor for the Time being of the said Earl or of the Person or Persons so for the Time being entitled as aforesaid, have been laid out by the said *William Jackson*, his Executors, Administrators, or Assigns, for a Square or Squares or for any other Purpose of common Use, Ornament, or Convenience (whether public and general or particular and restricted), grant to him or them, at his or their Request, or to his or their Nominee or Nominees, a valid and effectual Lease or valid and effectual Leases of the same respectively

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*The Earl of Harrington's Estate Act, 1854.*

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tively for the then Residue of the said Term at a Peppercorn or some other nominal Rent or Rents, and also, when and so soon as Leases reserving in the aggregate the entire annual Rents therein-before agreed to be reserved in respect of the Entirety of the Premises comprised in the said Agreement should have been granted, and the Counterparts thereof should have been duly executed by the said *William Jackson*, his Executors, Administrators, or Assigns, or his or their Nominee or Nominees, should and would from Time to Time, at his or their Request, grant to him or them a valid and effectual Lease or valid and effectual Leases for the then Residue of the said Term of the Residue then remaining unleased of the Hereditaments and Premises comprised in the Agreement, and of such Messuages and Buildings (if any) as the said *William Jackson*, his Executors, Administrators, or Assigns, might have erected or built thereon, such Leases respectively (if more than One) to comprise such Parts of the said Residue as the said *William Jackson*, his Executors, Administrators, or Assigns, should require and elect to have comprised therein respectively; and it was thereby agreed and declared, that every Lease to be granted of any Messuage pursuant to the Provisions in that Behalf therein-before contained should contain the following Covenants on the Part of the Lessee or Lessees; that is to say, a Covenant to pay the Rents (if any) thereby reserved, and all such Tithes and Tithe Rentcharge, Land Tax, Sewers Rates, Church Dues, Parish Dues, Scavengers Wages, and other Taxes and Impositions whatsoever as should be assessed or charged on or in anywise imposed upon or in respect of the Premises therein comprised, by Authority of Parliament or otherwise; and also a Covenant within Twelve Calendar Months from the Date thereof to complete externally and internally in a good and workmanlike Manner, and to render in all respects fit for Occupation and Use, the Messuage or Messuages and Premises thereby demised, and all Drains and Gutters thereto belonging; and also a Covenant from Time to Time, as Occasion should require, during the said Term, well and sufficiently to repair, maintain, pave, empty, cleanse, amend, and keep the said Messuage or Messuages and Buildings comprised in such Lease, with the Appurtenances, in such good and substantial Repair as is necessary for the Occupation of a Tenant at Rackrent, and, the same being in all things repaired, maintained, paved, emptied, amended, and kept as aforesaid, at the End or other sooner Determination of the said Term will quietly yield up, together with all other the Hereditaments comprised in such Lease, with all Chimney-pieces, Mantle-pieces, Slabs, Windows, Shutters, Partitions, Bolts, Bars, Staples, Windows, Doors, Fastenings, Waterclosets, Cisterns, Partitions, fixed Presses, Shelves, Pipes, Pumps, Rails, Locks, and Keys, and all other Things which at any Time during the last Fourteen Years of the said Term should be fastened to the said Messuages and Buildings thereby demised, and come within the Denomination of Fixtures; and also a  
Covenant

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Covenant that it should be lawful for the said Earl of *Harrington* or other the Person or Persons entitled to the Reversion expectant on the Determination of the said Term, or his or their Agents, at all seasonable Times during such last Fourteen Years, to enter the said Messuage or Messuages and Buildings, and take a Schedule of the same Fixtures and Things; and also a Covenant in every Fourth Year of the said Term to paint all the outside Woodwork and Ironwork belonging to the same Messuage or Messuages and Buildings with Two Coats of proper Oil Colour in a workmanlike Manner, and to paint and paper once in every Seven Years during the said Term the whole of the Inside of such Messuage or Messuages and Buildings in a good and workmanlike Manner, such Painting to be Twice in Oil Colour; and also a Covenant that it should be lawful for the said Earl of *Harrington* or other the Person or Persons entitled to the said Reversion, and any Person or Persons deputed by him or them, to enter into and upon the said Premises at any reasonable Hours in the Daytime within the last Fourteen Years of the aforesaid Term of Ninety-nine Years, to take a Schedule or Inventory of all and every the Fixtures and Things to be yielded up with the Premises demised at the Determination thereof as aforesaid; and also a Covenant during the said Term, as often as Need should require, to bear, pay, and allow a reasonable Share and Proportion for and towards the Costs and Charges of making, supporting, repairing, and amending all or any Pavements, Channels, Fences, and Party Walls, Wydroughts, Sewers, and Drains belonging or which at any Time during the said Term should belong to the said Premises or any Part thereof, in common with other Premises near or adjoining thereto, and that such Proportion should be fixed and ascertained by the District Surveyor for the Time being, and should be recoverable as in the Nature of Rent in arrear; and also a Covenant that it should be lawful for the said Earl of *Harrington* or other the Person or Persons entitled to the said Reversion, and for any Person or Persons to be deputed by him or them, with or without Workmen or others in his or their Company, Twice or oftener in every Year during the said Term, at reasonable and convenient Times in the Daytime, to enter into and come into and upon the said Messuage or Messuages and Buildings or any of them, to view the State and Condition of the Repairs thereof, and of all Defects and Wants of Reparation and Amendment, and upon every such View to give or leave Notice or Warning in Writing at the said Premises; and also a Covenant within Three Calendar Months next after such Notice and Warning well and sufficiently to repair and amend the same according to such Notice or Warning so given or left as aforesaid; and also a Covenant not to exercise or carry on nor permit or suffer to be exercised or carried on by any Person whomsoever upon any Part of the Premises thereby demised, the Trade of a Cat-gut Spinner, Dog Skinner, Boiler of Horseflesh, Slaughterman, Soap Maker, Melter of Tallow, Slaught-

terer,



*The Earl of Harrington's Estate Act, 1854.*

terer, Tripe Seller, Distiller, Dyer, Gold Beater, Tanner, Brazier, Factory, Factories, Hospital, Dealer in old Clothes, old Rags, Bottles, Marine Stores, Cooper, Sugar Baker, or any other noisy, noisome, or offensive Trade whatsoever, nor do, or cause or wittingly or willingly suffer to be done, any Act or Thing on the said Premises or any Part thereof which may be or grow to the Annoyance, Damage, or Disturbance of the said Earl of *Harrington*, or other the Person or Persons for the Time being entitled to the said Reversion, or to any Tenant or Tenants on the said Estate; and also a Covenant to insure the said Messuage or Messuages and Buildings in the Names of the said Earl or other the Person or Persons entitled as aforesaid and of the said *William Jackson*, his Executors, Administrators, or Assigns, to the Amount of at least Three Fourths of the Value of each Messuage, in the *Sun* Fire Insurance Office or some other respectable Office in *London* or *Westminster*, and to keep the same so insured during all the aforesaid Term, and, upon the Request of the said Earl of *Harrington* or other the Person or Persons for the Time being entitled to the Reversion, or his or their Steward or Agent, would and should produce and show forth the Receipt for the Premium for such Insurance for the then current Year, and all Sums which should be received under such Insurances should be laid out in repairing and rebuilding the Erections which should have been injured or destroyed, and the Deficiency, if any, should be provided and made good by the said *William Jackson*, his Executors, Administrators, or Assigns; and also a Covenant during the said Term, as often as the Buildings so to be insured or any of them should be burnt down or damaged by Fire, forthwith to reinstate the same, and pay the reserved Rents, in the same Manner as if no such Accident by Fire had happened; and also a Covenant and Condition that if the yearly Rents thereby reserved or any Part thereof should be unpaid for Twenty-one Days next after any of the Days of Payment whereon the same ought to be paid, or if, in case of there being any Breach, Neglect, Non-observance, or Non-performance of any of the Covenants or Agreements therein-before contained, the Act or Omission constituting such Breach, Neglect, Non-observance, or Nonperformance should be continued and be persevered in for the Space of Twenty-one Days or upwards next after Notice in Writing by the said Earl or other the Person or Persons for the Time being entitled to the said Reversion, specifying the Nature of such Breach, Neglect, or Non-observance or Nonperformance, and requiring the same to be remedied or removed, should have been given by the said Earl, or other the Person or Persons for the Time being entitled to the said Reversion, to the said *William Jackson*, his Executors, Administrators, or Assigns, then and in either of such Cases it should be lawful for but not obligatory on the said Earl of *Harrington*, or other the Person or Persons so for the Time being entitled as last aforesaid, into the Premises in respect of which the Rent should be so in arrear, or in respect

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*The Earl of Harrington's Estate Act, 1854.*

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of which there should be any such continued Breach, Neglect, Non-observance, or Nonperformance as aforesaid, to re-enter, and expel the said *William Jackson*, his Executors, Administrators, and Assigns, therefrom, and the same to re-possess and enjoy as if such Lease had not comprised such last-mentioned Premises; and also the usual Covenants on the Part of the Lessor or Lessors; and it was by the Agreement now in recital further declared and agreed, that every Lease to be granted of any Land for the Purpose of being used as a Square, or of any other Part of the said Hereditaments which might be appropriated to any other Purpose of common Use, Ornament, or Convenience, should contain Covenants on the Part of the said Lessee or Lessees for the continued and exclusive Appropriation of the same to such Purpose during the Continuance of the said Term, and for the Maintenance and Preservation of the same, and the usual Covenants on the Part of the Lessor or Lessors; and further, that the said *William Jackson*, his Executors, Administrators, or Assigns, should, when required by the said Earl or other the Person or Persons entitled as aforesaid, accept and execute a Counterpart of such Lease or Leases of Ground so to be used for the Purpose of a Square or Squares, or other Purpose of common Use, Ornament, and Convenience; and it was thereby provided always, that nothing therein-before contained should be deemed in anywise to prevent the said *William Jackson*, his Executors, Administrators, or Assigns, from erecting upon the said Premises thereby agreed to be demised all or any such Messuages or Tenements and Buildings, over and above the Messuages, Tenements, and Buildings therein-before agreed to be erected, as he or they might from Time to Time think proper, yet so nevertheless that no Messuage or Dwelling House so to be erected as aforesaid (other than and except any Stables or Coach-house which may be so constructed as to be a Messuage or Dwelling House) should be of any inferior Rate or Class than that of a Third-class House, or of less Value than Seven hundred Pounds; provided also, and it was thereby agreed and declared, that nothing therein contained should authorize the pulling down or Removal by the said *William Jackson*, his Executors, Administrators, or Assigns, of any of the Messuages or Buildings then standing or being upon the said Pieces of Land therein-before agreed to be demised, or any of them, unless and until the said *William Jackson*, his Executors, Administrators, or Assigns, should previously to such pulling down or Removal have erected and built upon the said Pieces of Land or some of them Messuages or Dwelling Houses and Outbuildings the net yearly Value of which should be equal to or greater than the net yearly Value of the Messuages and Outbuildings to be pulled down or removed as aforesaid; and it was thereby agreed and declared, that each of them the said *William Jackson* and the said Earl of *Harrington* should pay his own Costs of the Negotiation for and Preparation of the Contract now  
in

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in recital, and that every Lease to be granted under the said Agreement should, with its Counterpart, be prepared by the Solicitor for the Time being and at the Expense of the said *William Jackson*, his Executors, Administrators, or Assigns; that the same, with all Underleases to be granted by the said *William Jackson*, his Executors, Administrators, or Assigns, should be perused and approved of by the Solicitor for the Time being of the said Earl, or other the Lessor or Lessors for the Time being, and the said *William Jackson*, his Executors, Administrators, or Assigns, should pay the usual Charges of such last-mentioned Solicitor as between Solicitor and Client relating or incidental thereto; and it was also further agreed, that when and as soon as Forty Acres of the Land thereby agreed to be demised should have been built upon or otherwise appropriated and completed for any of the permanent Uses to which the same was to be applied by the said *William Jackson*, his Executors, Administrators, or Assigns, the full Rental or Rentals which under the said Contract, or under any Lease or Leases to be granted as aforesaid, would otherwise commence with the Beginning of the Tenth Year of the said Term, should thereupon become due and payable by the said *William Jackson*, his Executors, Administrators or Assigns; and it was thereby also agreed, that until the Leases therein-before agreed to be granted should be so granted the said Earl and other the Person or Persons for the Time being entitled as aforesaid should have and use all Remedies, by Distress, Action, Suit, or otherwise, for Rent in arrear, and Breach or Nonperformances, Leases, Covenants, and Agreements, in such Manner as if such Leases had been perfected, and should have a Right of Re-entry into the said Hereditaments and Premises for Breach or Nonperformance of the said Agreement to build and other Agreements of the said *William Jackson* therein contained, excepting such Part of the said Hereditaments and Premises as should at the Time of such Breach have been demised by Leases previously executed, and upon such Re-entry to take and retain to his and their own proper and absolute Use all Erections or Buildings which should have been erected and built thereon by the said *William Jackson*, his Executors, Administrators, or Assigns; and it was thereby also agreed, that an Act of Parliament should be applied for for the Purpose of confirming and giving Validity to the said Agreement: And whereas by an Indenture dated the Twenty-first Day of *January* One thousand eight hundred and fifty-three, and made between the President, Vice-Presidents, Treasurer, and Governors of the Hospital for Consumption and Diseases of the Chest (a Corporation constituted by the Consumption Hospital Act, One thousand eight hundred and forty-nine), and hereafter referred to as the said Hospital, of the one Part, and the said *William Jackson* of the other Part, it was agreed that the said Hospital should purchase of the said *William Jackson* all his Interest and Estate then acquired or at any Time thereafter to be acquired under or by virtue of the said Agreement

Indenture  
between  
William  
Jackson and  
the Hospital  
for Con-  
sumption,  
dated 21st  
January  
1853.

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ment of the Twenty-first Day of *June* One thousand eight hundred and fifty-two, of and in so much (being Four Acres or thereabouts) of the Land therein comprised as was coloured Yellow upon the Plan to the Indenture now in recital annexed; and by the Indenture now in recital, after reciting that it was considered by the said *William Jackson* that by reason of the Purchase therein-before agreed to be made by the said Hospital the Rents reserved by the said Agreement of the Twenty-first Day of *June* One thousand eight hundred and fifty-two for the Land therein comprised ought to be allotted or apportioned so that the said Hospital should pay such Amount of yearly Rents as would bear the same Proportion, to the yearly Rents for the Time being payable by him the said *William Jackson*, his Executors, Administrators, or Assigns, under the said last-mentioned Agreement, as the Quantity of Land by the Indenture now in recital agreed to be purchased by the said Hospital bears to the entire Quantity of Land comprised in the said last-mentioned Agreement, and that the Number of Houses to be erected in pursuance of the said Indenture of Agreement ought to be apportioned so that Twenty-seven Houses of the Second and Third Rate should be erected by the said Hospital upon the Land therein-before agreed to be purchased by them as aforesaid, and that the Residue of the Houses to be erected under the said Agreement should be erected by the said *William Jackson*, his Executors, Administrators, Nominees, or Assigns, upon the Residue of the said Lands comprised in the said Agreement of the Twenty-first Day of *June* last; therefore it was agreed that the said Hospital and the said *William Jackson*; and their respective Heirs, Executors, Administrators, and Successors, should and would forthwith respectively and mutually use their best Endeavours to induce and procure the said Earl of *Harrington*, and all and every other Person or Persons for the Time being interested in the said Land comprised in the said Indenture of Agreement of the Twenty-first Day of *June* One thousand eight hundred and fifty-two, and all other necessary Parties, if any, to make and execute to the said *William Jackson*, his Executors, Administrators, or Assigns, a new and valid Agreement or Agreements for a Lease or Leases to him or them of the Land comprised in the same Indenture of Agreement of the Twenty-first Day of *June* last, other than and except the said Portion thereof by the Indenture now in recital agreed to be sold to and purchased by the said Hospital, on the Terms of and in conformity with the Variations and Apportionments as to or of the Rents to be paid and the Number of Houses to be built as therein-before respectively mentioned, or otherwise to execute and give to the said *William Jackson*, his Executors, Administrators, or Assigns, such Instrument confirming the said Agreement of the Twenty-first Day of *June* One thousand eight hundred and fifty-two, with and subject to the therein above-mentioned Variations or Apportionment, as the said *William Jackson*,

*Jackson,*

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*Jackson*, his Executors, Administrators, or Assigns, should reasonably require, and to make and execute to the said Hospital One or more valid Lease or Leases or Agreement or Agreements for such Lease or Leases of the said Land by the Indenture now in recital agreed to be sold to the said Hospital as therein aforesaid, at such appor- tioned Rents and subject to such Stipulations as were next therein- after specified or referred to, and that if the said Earl or other the Person or Persons for the Time being interested as last aforesaid should be unable at Law or in Equity, or refuse, or should omit for the Space of Six Calendar Months from the Day of the Date of the Indenture now in recital, to make and execute such Instruments or Assurances as therein aforesaid, for effecting or sanctioning the Intention of the Parties to the Indenture now in recital, as therein- before expressed, then and in such Case the said Hospital should and would at their own Cost erect upon the said Land by the Indenture now in recital agreed to be sold to them as therein aforesaid Twenty- seven Second or Third Rate Houses, according to the Specification in the Second Schedule to the said Indenture of the Twenty-first Day of *June* One thousand eight hundred and fifty-two contained, and subject to and in conformity with the several Provisions, Stipulations, and Restrictions in the same Indenture contained, so far as the same (*mutatis mutandis*) could reasonably be held to apply to or affect the said Land by the said Indenture now in recital agreed to be purchased by the said Hospital, or to apply to or affect the said Hospital in respect thereof, regard being had to the Provisions and Stipulations contained in the Indenture now in recital, and to the Intent and Meaning thereof and of the Parties thereto, and should and would during the said Term by the said Indenture granted pay to the said Earl or such other Persons or Person as should for the Time being be entitled to receive the same the yearly Rents following; that is to say, during the First Year of the said Term a yearly Rent of One hundred and five Pounds Eleven Shillings, Second Year a yearly Rent of One hundred and forty Pounds Fifteen Shillings, Third Year a yearly Rent of Two hundred and eleven Pounds Two Shil- lings, Fourth Year a yearly Rent of Two hundred and eighty-one Pounds Ten Shillings, Fifth, Sixth, Seventh, Eighth, and Ninth Years of the said Term a yearly Rent of Three hundred and twenty- three Pounds Fourteen Shillings, and during the Tenth and every subsequent Year of the said Term the ultimate yearly Rent of Four hundred and four Pounds Twelve Shillings, or, in the Event of such ultimate Rent becoming payable under the said Agreement of the Twenty-first Day of *June* One thousand eight hundred and fifty- two from any Period earlier than the Tenth Year, then such ultimate Rent of Four hundred and four Pounds Twelve Shillings from and after such earlier Period: Provided always, nevertheless, and it was thereby agreed, that the said Hospital should not be required or bound to

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*The Earl of Harrington's Estate Act, 1854.*

Contract or  
Articles of  
Agreement  
dated 7th  
March 1853.

expend any Proportion of the Sum of Two thousand Pounds in the said Indenture of the Twenty-first day of *June* last stipulated to be expended, or any other Sum whatsoever, in the Formation of Roads, Sewers, Drains, Approaches, or other Accommodation Works in, upon, or about the said Land therein-before agreed to be sold to the said Hospital, any Agreement or Provision in the last-mentioned Indenture or in the Indenture now in recital to the contrary notwithstanding: And whereas by a certain Contract or Articles of Agreement dated the Seventh Day of *March* One thousand eight hundred and fifty-three, and made between and duly executed by the said *Leicester Fitzgerald Charles* Earl of *Harrington* of the one Part, and *Thomas Cubitt* Esquire, on behalf of the Commissioners for the Exhibition of One thousand eight hundred and fifty-one (herein-after referred to as the said Commissioners), of the other Part, it was agreed that the said Earl (therein-after called the Vendor) should sell, and the said Commissioners (therein-after called the Purchasers) should purchase, at the Price or Sum of Fifty-four thousand seven hundred and sixteen Pounds, the Fee Simple Freehold and Inheritance, free from all Incumbrances (except the Leases, Tenancies, and Agreement therein-after referred to) of and in so much (*viz.*, Seventeen Acres of) Land comprised in a Plan marked A., and signed by the said Earl, *Henry Arthur Hunt*, and the said *William Jackson* and *Thomas Cubitt*, as was therein coloured Green, and that the said Purchase Money should include the Value of all Buildings then upon the Land forming the Subject of the said Purchase, and that the said Vendor should forthwith cause a Settlement to be made in pursuance of the said Articles of the Sixth Day of *February* One thousand eight hundred and ten, and would cause and procure the Trustees thereof, in pursuance of the Power in the said Settlement to be contained, to sell the said Hereditaments for the Price aforesaid, and upon the Terms of the Contract now in recital: And whereas the said Seventeen Acres of Land comprised in the last herein-before recited Contract forms Part of the Land comprised in the said herein-before recited Contract of the Twenty-first Day of *June* One thousand eight hundred and fifty-two: And whereas by a certain Contract or Articles of Agreement dated the Seventh Day of *March* One thousand eight hundred and fifty-three, and made between and duly executed by *Thomas Cubitt* Esquire, on behalf of the said Commissioners, of the one Part, and *Henry Arthur Hunt*, on behalf of the said *William Jackson*, of the other Part, it was agreed between the Parties thereto, that the said Commissioners should pay to the said *William Jackson* for the Purchase of all his Interest under the said Agreement of the Twenty-first Day of *June* One thousand eight hundred and fifty-two of and in so much, *videlicet*, Seventeen Acres of the Land therein comprised as was coloured Green in a Plan marked A., and signed by the said Earl, the said

*Henry*

Contract or  
Articles of  
Agreement  
dated 17th  
March 1853.

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*Henry Arthur Hunt, William Jackson, and Thomas Cubitt*, (being the Seventeen Acres herein-before particularly mentioned,) such Sum as in the Agreement now in recital is mentioned, if the said Commissioners should accept the Title of the said Earl of *Harrington* or his Trustees to the Subject Matter of an Agreement bearing even Date therewith (the same being the Contract lastly herein-before recited): And whereas by a Contract or Articles of Agreement dated the Seventh Day of *March* One thousand eight hundred and fifty-three, and made between and under the Hands and Seals of the said *Leicester Fitzgerald Charles* Earl of *Harrington* of the First Part, the said *William Jackson* of the Second Part, and *Samuel Morton Peto* M.P. and *Thomas Jackson* Contractor of the Third Part, after reciting the said Contract of the Twenty-first Day of *June* One thousand eight hundred and fifty-two, and a Bond from the said *William Jackson, Samuel Morton Peto, and Thomas Jackson* to the said Earl in the penal Sum of Ten thousand Pounds, conditioned for the due Performance by the said *William Jackson* of the said Contract of the Twenty-first Day of *June* One thousand eight hundred and fifty-two, or such Part thereof as is therein referred to, and also reciting the said Contract or Articles of Agreement between the said Earl and the said Commissioners, it was witnessed, that it was thereby provided and agreed between the said Earl of *Harrington* and the said *William Jackson*, and the said Earl, in exercise of the Powers or Authority recited or referred to in the said Agreement of the Twenty-first Day of *June* One thousand eight hundred and fifty-two, and in exercise of and in execution of every other Power, Authority, Estate and Interest in anywise enabling him in that Behalf, did thereby agree and declare with and to the said *William Jackson* in manner following; *viz.*, that the yearly Rents to be payable by the said *William Jackson*, his Executors, Administrators, and Assigns, in respect of so much of the Land comprised in the said Agreement of the Twenty-first Day of *June* One thousand eight hundred and fifty-two as was not comprised in the said Agreement with the said Commissioners should be reduced from the yearly Rent of Four thousand six hundred Pounds for the Tenth and subsequent Years of the said Term of Ninety-nine Years to the yearly Rent of Two thousand nine hundred and six Pounds Eighteen Shillings, and so in proportion for the first Nine Years of the said Term, such reduced Rents to be paid clear of all Deductions mentioned in the said Agreement of the Twenty-first Day of *June* One thousand eight hundred and fifty-two, on the Days thereby appointed for Payment of the Rents thereby reserved; provided always, nevertheless, that up to the Twenty-sixth Day of *April* One thousand eight hundred and fifty-three inclusive the full Rent reserved for the Period by the said Agreement of the Twenty-first Day of *June* One thousand eight hundred and fifty-two should be paid by the said *William Jackson*, and that in lieu of the Three hundred

Contract or  
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Agreement  
dated 7th  
March, 1853.

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*The Earl of Harrington's Estate Act, 1854.*

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hundred Houses mentioned in the said Agreement of the Twenty-first Day of *June* One thousand eight hundred and fifty-two the said *William Jackson*, his Executors, Administrators, or Assigns, should not be compelled to build or accept Leases of more than One hundred and ninety Houses, and that Sixty-four at least of such Houses should be First-class Houses, and the remaining One hundred and twenty-six should be Second and Third Class Houses, and the said First, Second, and Third Class Houses should respectively be of such Value and built in such Manner in all respects, and to such reasonable Satisfaction, as were specified in that Behalf in and by the said Agreement in respect to the Three hundred Houses thereby agreed to be built; and that in lieu of the said *William Jackson*, his Executors, Administrators, or Assigns, expending within Two Years from the Date of the said Agreement of the Twenty-first Day of *June* One thousand eight hundred and fifty-two the Sum of Two thousand Pounds in the Construction of Roads and other Works as therein is mentioned and in the Agreement now in recital is recited, he or they should in the like Manner expend Fifteen hundred Pounds at the least, and that when and so soon as Leases should have been granted to the said *William Jackson*, his Executors, Administrators, or Assigns, of all except Five Acres and Three Fourths of an Acre of so much of the Land comprised in the said Agreement of the Twenty-first Day of *June* One thousand eight hundred and fifty-two as was not comprised in the said Agreement with the said Commissioners, the full Rent of Two thousand nine hundred and six Pounds Eighteen Shillings *per Annum*, agreed to be paid for the Tenth and subsequent Years of the said Term, should immediately become payable; and that the Clauses herein-before recited from the said Agreement of the Twenty-first Day of *June* One thousand eight hundred and fifty-two as to the Nonremoval of existing Buildings until other Buildings of equal or greater Value shall have been erected by the said *William Jackson*, his Executors, Administrators, or Assigns, should be considered as rescinded and omitted from the said Agreement, so far as respects the Removal of such Buildings as might be necessary for making the Roads shown on the said Plan, but not further or otherwise; and that, subject to the above Variations and Omissions in case the said intended Sale to the said Commissioners should take effect, and to such of the same as the Pendency of the Contract for the said intended Sale might render necessary or proper, in case the said Sale should from any Cause whatever not take effect, and (in the event of no Act of Parliament being obtained, pursuant to the Agreement in that Behalf in the said Contract of the Twenty-first Day of *June* One thousand eight hundred and fifty-two contained), subject also as in the Agreement now in recital is mentioned or referred to, the said Agreement of the Twenty-first Day of *June* One thousand eight hundred and fifty-two was thereby ratified and confirmed



*The Earl of Harrington's Estate Act, 1854.*

firmed by the said Earl of *Harrington* on the one Part, and the said *William Jackson* on the other Part: And whereas by a certain Contract or Articles of Agreement dated the Twenty-seventh Day of *May* One thousand eight hundred and fifty-three, and made between and duly executed by the said *Leicester Fitzgerald Charles* Earl of *Harrington* of the First Part, the said *William Jackson* of the Second Part, and the said *Samuel Morton Peto* and *Thomas Jackson* of the Third Part, after reciting the said herein-before recited Contract of the Twenty-first Day of *June* One thousand eight hundred and fifty-two, and the said Bond from the said *William Jackson*, *Samuel Morton Peto*, and *Thomas Jackson* to the said Earl, or such Part thereof as in the Agreement now in recital is referred to, and also reciting the herein-before recited Indenture of the Twenty-first Day of *January* One thousand eight hundred and fifty-three, and also reciting the said Contract or Articles of Agreement between the said Earl and the said Commissioners, and also the said Contract of even Date therewith between the said *William Jackson* and the said Commissioners, and also reciting the herein-before recited Contract or Articles of Agreement between the said Earl and the said President, Vice-Presidents, Treasurer, and Governors of the Hospital for Consumption and Diseases of the Chest, and also reciting the lastly herein-before recited Contract or Articles of Agreement dated the Seventh Day of *March* One thousand eight hundred and fifty-three, it was witnessed, and it was thereby provided and declared between the said Earl of *Harrington* and the said *William Jackson*, and the said Earl, in exercise of the Power or Authority referred to in the said Agreement of the Twenty-first Day of *June* One thousand eight hundred and fifty-two, and in exercise of and in respect to every other Power, Authority, Estate, and Interest in anywise enabling him in that Behalf, did thereby agree and declare with and to the said *William Jackson* in manner following; (that is to say,) that the yearly Rents to be payable by the said *William Jackson*, his Executors, Administrators, and Assigns, in respect of so much of the Land comprised in the said Agreement of the Twenty-first Day of *June* One thousand eight hundred and fifty-two as was not comprised in either of the said Agreements of the Twenty-first Day of *January* One thousand eight hundred and fifty-three and Seventh Day of *March* One thousand eight hundred and fifty-three should be further reduced from the yearly Rent of Two thousand nine hundred and six Pounds Eighteen Shillings for the Tenth and subsequent Years of the said Term of Ninety-nine Years to the yearly Rent of Two thousand five hundred and two Pounds Six Shillings, and so in proportion for the first Nine Years of the said Term, such reduced Rents to be paid, clear of all Deductions mentioned in the said Agreement of the Twenty-first Day of *June* One thousand eight hundred and fifty-two, on the Days therein appointed for Payment of the Rents thereby reserved: Provided always, that up to the Twenty-sixth

Contract or  
Articles of  
Agreement  
dated 27th  
May, 1853.

[*Private.*]

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Day

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*The Earl of Harrington's Estate Act, 1854.*

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Day of *April* One thousand eight hundred and fifty-three the full Rent made payable for the Period by the said therein thirdly-recited Agreement of the Seventh Day of *March* One thousand eight hundred and fifty-three (meaning thereby the secondly herein-before recited Agreement of that Date) should be paid by the said *William Jackson*; and it was by the Agreement now in recital declared, that in lieu of the One hundred and ninety Houses mentioned in the said last-mentioned Agreement of the Seventh Day of *March* One thousand eight hundred and fifty-three, the said *William Jackson*, his Executors, Administrators, or Assigns, should not be compelled to build or accept Leases of more than One hundred and sixty-three Houses, and that Fifty-five at least of such Houses should be First-class Houses, and the remaining One hundred and eight should be Second and Third Class Houses, and the said First, Second, and Third Class Houses should respectively be of such Value and built in such Manner in all respects, and to such reasonable Satisfaction, as are specified in that Behalf in and by the said Agreement of the Twenty-first Day of *June* last in respect to the Three hundred Houses thereby agreed to be built; and also that in lieu of the said *William Jackson*, his Executors, Administrators, or Assigns, expending within One and a Half Years from the Date of the said last-mentioned Agreement of the Seventh Day of *March* One thousand eight hundred and fifty-three, the Sum of One thousand five hundred Pounds in the Construction of Roads and other Works, as therein is mentioned and herein-before is recited, he or they should in the same Manner expend One thousand two hundred and eighty Pounds within One Year and the Half of another Year from the Date of such last-mentioned Agreement; and also that when and so soon as Leases should have been granted to the said *William Jackson*, his Executors, Administrators, or Assigns, of all except Five Acres of so much of the Land comprised in the said Agreement of the Twenty-first Day of *June* One thousand eight hundred and fifty-two as is not comprised in the said Agreements with the said Hospital and the said Commissioners, the full Rent of Two thousand five hundred and two Pounds Six Shillings *per Annum* thereby agreed to be paid for the Tenth and subsequent Years of the said Term should immediately become payable; and also that, subject to the above Variations and Omissions, in case the said intended Sale to the said Hospital should take effect, and to such of the same as the Pendency of the Contract for the said intended Sale might render necessary or proper in case the said Sale should from any Cause whatsoever not take effect, and in the event of no Act of Parliament being obtained, pursuant to the Agreement in that Behalf contained in the said Indenture of the Twenty-first Day of *June* One thousand eight hundred and fifty-two, subject also to such other Variations and Omissions (if any) in favour of the said Earl and his Sequels in Right as might be considered requisite or expedient for the Purpose of carrying out the Arrangements

*The Earl of Harrington's Estate Act, 1854.*

Arrangements between the said Earl and the said *William Jackson*, under and pursuant to the Power of leasing referred to in the said Articles of Agreement of the Twenty-first Day of *June* One thousand eight hundred and fifty-two, the said Articles of Agreement between the said Earl and the said *William Jackson* of the Seventh Day of *March* One thousand eight hundred and fifty-three and the said Articles of Agreement of the Twenty-first Day of *June* One thousand eight hundred and fifty-two (as altered or varied by the said last-mentioned Articles of Agreement of the Seventh Day of *March* One thousand eight hundred and fifty-three) were thereby ratified and confirmed by the said Earl of *Harrington* on the one Part, and the said *William Jackson* on the other Part; and that all Liability of the said *William Jackson*, his Executors, Administrators, or Assigns, in respect of Rates, Taxes, and other Outgoings from or Charges upon so much of the said Land as was comprised in the said Agreement with the said Hospital, should, in case the said intended Sale to the said Hospital should be completed, cease from the Date of the Agreement now in recital: And whereas by an Indenture dated the Twenty-seventh Day of *May* One thousand eight hundred and fifty-three, and made between and duly executed by the said *Leicester Fitzgerald Charles* Earl of *Harrington* of the one Part, and the said President, Vice-Presidents, Treasurer, and Governors of the Hospital for Consumption and Diseases of the Chest of the other Part, it was agreed that the said Earl should sell and the said Corporation should purchase at the Price or Sum of Thirteen thousand one hundred and ninety-five Pounds, the Fee Simple Freehold and Inheritance free from all Incumbrances (except the Tenancies, if any, and the said herein-before recited Contract of the Twenty-first Day of *June* One thousand eight hundred and fifty-two, therein referred to,) of and in so much (namely, Four Acres and Ten Perches,) of the Land comprised in the Plan attached to the Indenture now in recital as was therein coloured Brown (being the same Land as is comprised in the herein-before recited Indenture of the Twenty-first Day of *June* One thousand eight hundred and fifty-two), and that the said Purchase Money should include the Value of all Buildings then upon the Land by the Indenture now in recital contracted to be sold; and that the said Earl should forthwith cause a Settlement to be made in pursuance of the said herein-before recited Articles of the Sixth Day *February* One thousand eight hundred and ten, and would cause and procure the Trustees thereof, in pursuance of the Power of Sale in the said Settlement to be contained, to sell the said Hereditaments for the Price aforesaid, and upon the Terms of the Indenture now in recital, and that until the said Purchase Money should be paid the said Corporation should pay to the said Earl or his Sequels in Right Interest upon the said Sum of Thirteen thousand one hundred and ninety-five Pounds

Indenture  
dated 27th  
May, 1853.

*The Earl of Harrington's Estate Act, 1854.*

Pounds after the Rate of Three Pounds Ten Shillings *per Centum per Annum*, by equal half-yearly Payments; and that the said Corporation should, as from the Twenty-sixth Day of *April* One thousand eight hundred and fifty-three, be entitled to the Rents of the said Hereditaments by the Indenture now in recital contracted to be sold, (that is to say) to a Proportion of the Rents which were or should be payable by the said *William Jackson* under the said Contract of the Twenty-first Day of *June* One thousand eight hundred and fifty-two, the same Rents to be justly apportioned by the said Earl and all other necessary Parties from the said Twenty-sixth Day of *April* up to the Day on which the said Purchase should be completed; and that the said Corporation should be entitled to the said Hereditaments from and immediately after that the Right and Interest therein of the said *William Jackson* under the said Contract of the Twenty-first Day of *June* One thousand eight hundred and fifty-two should have been assigned to the said Corporation, and the Purchase by the Indenture now in recital contracted for should have been completed, discharged from the Provisions and Agreements in the said Contract of the Twenty-first Day of *June* One thousand eight hundred and fifty-two, contained, both as to Monies to be expended, Roads to be made, and Houses to be built, Rents to be paid, and otherwise; provided always, that until the Purchase by the Indenture now in recital contracted to be made should be completed as aforesaid, the last-mentioned Contract should continue in force; and that the said Earl and his Sequels in Right should, upon the Request and at the Costs of the said Corporation or their Assigns, from Time to Time grant and concur in granting to the said Corporation, their Nominees or Assigns, all or any such Lease or Leases as under the said last-mentioned Contract they or any of them would, as the Nominees of the said *William Jackson*, be entitled to require of the said Earl, if the Indenture now in recital had not been made: And whereas the said *Leicester Fitzgerald Charles* Earl of *Harrington* on the Twenty-third Day of *April* One thousand eight hundred and thirty-one intermarried with *Elizabeth William Green* (now Countess of *Harrington*), and has had Issue by the said Countess Two Sons; *viz.*, the Honourable *Algernon Russell Gayleard*, who died in the Year One thousand eight hundred and forty-seven, an Infant of the Age of Nine Years or thereabouts, and the Honourable *Seymour Sydney Hyde* commonly called Lord Viscount *Petersham*, now an Infant of the Age of Seven Years or thereabouts, and no other Issue Male: And whereas the said *Fitzroy Henry Richard Stanhope* on the Eighth Day of *November* One thousand eight hundred and eight intermarried with *Carolina Hodges*, and has had Issue by the said *Carolina Hodges Charles Wyndham Stanhope*, his eldest Son, who attained his Age of Twenty-one Years

in

*The Earl of Harrington's Estate Act, 1854.*

in the Year One thousand eight hundred and thirty: And whereas it has been made a Question whether some of the Provisions contained in the said Contract of the Twenty-first Day of *June* One thousand eight hundred and fifty-two were authorized by the herein-before recited Power of leasing contained in the said Articles of the Sixth Day of *February* One thousand eight hundred and ten, and in particular Doubts are entertained whether under the said Power any Part of the said Lands and Hereditaments may properly be appropriated to Squares, Crescents, Roads, and other Purposes of public or general Use, Ornament, or Convenience, and it would be beneficial to the several Persons who under such Articles are or may be interested in the same Lands and Hereditaments if Powers were created in extension of such Power, and if such Powers were created so as that the said Contract of the Twenty-first Day *June* One thousand eight hundred and fifty-two, as varied by the said thirdly herein-before recited Contract of the Seventh Day of *March* One thousand eight hundred and fifty-three, and the herein-before first-recited Contract of the Twenty-seventh Day of *May* One thousand eight hundred and fifty-three, may to all Intents and Purposes be as valid and binding as if such Powers had been created previously to the said Contract of the Twenty-first Day of *June* One thousand eight hundred and fifty-two being entered into: And whereas it would be for the general Benefit of the Persons interested in the said Estates if the Trustees of the Settlement to be made in pursuance of the said Articles of the Sixth of *February* One thousand eight hundred and ten were empowered to grant Lands for Sites for the Erection of Churches or Chapels, and for other Purposes, in manner herein-after mentioned, and were invested with such other Powers as are herein-after expressed to be given to them: And whereas the several Purposes afore-said cannot be accomplished without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subject the said *Leicester Fitzgerald Charles* Earl of *Harrington*, on behalf of himself and the said *Seymour Sydney Hyde* Viscount *Petersham*, doth beseech Your Majesty, and Your Majesty's most dutiful and loyal Subjects the said *Fitzroy Henry Richard Stanhope*, *Charles Wyndham Stanhope*, and *William Jackson* 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 the Power of leasing which by the said Articles for a Settlement dated the Sixth Day of *February* One thousand eight hundred and ten it is provided shall be contained in the Settlement

[*Private.*]

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to

Power to  
Lease or  
Demise  
Lands, &c.

*The Earl of Harrington's Estate Act, 1854.*

in Schedule  
to this Act.

to be made as therein provided shall be deemed and taken to authorize and to have authorized, as on and from the Twentieth Day of *June* One thousand eight hundred and fifty-two, the granting of any Lease of the Lands and Hereditaments in the Schedule to this Act, to any Person or Persons who (except in the Case of Leases granted on the Surrender of subsisting Leases) hath or have substantially improved rebuilt, or repaired, or shall be willing substantially to improve, rebuild, or repair, any of the present or future Houses or other Buildings upon any Part of the same Lands, or who hath or have erected or built, or shall be willing to erect or build, any House or Houses or other Building or Buildings on any Land whereon no Buildings were previously or shall be then standing, or who hath or have annexed, or shall be willing to annex, any of the said Lands for Gardens, Yards, Roads, or other Conveniences to Buildings erected and built or to be from Time to Time erected and built on the said Lands or any Part thereof, or on any adjoining Lands, or otherwise hath or have improved or shall be willing to improve the said Lands or any Part thereof; and with or without Liberty for the Lessee or Lessees to take down all or any Part or Parts of the Buildings standing on the Land in such Leases respectively to be comprised, and to apply and dispose of the Materials thereof to such Uses and Purposes as shall be agreed on; and with or without Liberty for the Lessee or Lessees to set out and appropriate any Part or Parts of the Land to be comprised in any such Lease as and for the Site of any Street, Squares, Circuses, or other open Spaces, Roads, Ways, Avenues, Passages, Sewers, Drains, Yards, Gardens, or otherwise for the Use of the respective Grantees, Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement of the Premises; and also with or without Liberty for the Lessee or Lessees to dig and make, in or under any of the Land which may be set out or appropriated for Streets, Squares, Circuses, or other open Spaces, Ways, Avenues, or Passages as aforesaid, or any other of the said Lands, any Arches, Cellars, Areas, Sewers, or other Easements to any present or future Houses or Buildings; and also with or without Liberty for the Lessee or Lessees to dig, take, and carry away, in and out of the Land or Ground to be comprised in his, her, or their Lease or respective Leases, such Building Stone, Earth, Clay, Sand, Loam, Gravel, or other Soil as it shall be found convenient to remove for effecting any of the Purposes aforesaid, and to dig and excavate any Building Stone, Earth, Clay, Loam, Sand, or other Soil out of any convenient Part of the respective Premises to be comprised in such respective Leases, and to manufacture such Earth, Clay, Loam, Sand, and Soil into Bricks or Tiles to be used in such new Buildings, Repairs, or Improvements as aforesaid; and either reserving or not reserving the Right of making, laying, or using any Arches, Cellars, Areas, Sewers, or other Easements,

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*The Earl of Harrington's Estate Act, 1854.*

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ments, Liberties, or Privileges in, upon, under, or out of the Premises leased; and with or without any other Liberties, Privileges, Conveniencies, or Easements which, to the Person or Persons for the Time being exercising the said Power of leasing, shall seem or shall have seemed reasonable; and either with or without Covenants and Stipulations to be entered into or made by or on the Part of the Lessee or Lessees to contribute towards the Expenses of making and keeping in repair, ornamenting, and embellishing any Squares or other open Spaces, Roads, Ways, Avenues, Passages, Sewers, Drains, Pipes, Conduits, Easements, or Conveniences in, upon, through, under or over any other Part or Parts of the said Lands; and either with or without Covenants and Stipulations as to the Mode in which any other Part or Parts of the said Lands shall be built upon, laid out, used, or improved; so as in every such Lease there be limited or reserved and made payable (except in those Cases where a Peppercorn Rent only may be reserved, according to the Provisions herein-after contained,) the best and most beneficial yearly Rent or Rents that can, considering the Nature and Circumstances of the Case, be reasonably had or gotten for the same; and so as the Rent or Rents to be reserved on any such Lease be made payable yearly or half-yearly, or oftener; and so that every such Lease be made without taking any Fine, Premium, Foregift, or anything in the Nature thereof, for or in respect of the making or granting of the same; and so as in every such Lease made for the Purpose of having Buildings finished, erected, or built there shall be contained a Covenant on the Part of the Lessee or Lessees to complete and finish, or erect and build, the Houses, Erections, or Buildings which may be agreed to be completed and finished or erected and built (if not then already done) within a Time to be specified for that Purpose, and to keep in repair during the Continuance of the Estate, Interest, or Term to be thereby granted every such House, Erection, and Building; and so as in every such Lease made for the Purpose of having Buildings repaired or rebuilt there shall be inserted a Covenant on the Part of the Lessee or Lessees substantially to rebuild or repair, within a Time to be specified for that Purpose, the Building agreed to be rebuilt or repaired, and to keep the same in repair; and so as in every such Lease for the Purpose of any other Improvement or Improvements there shall be contained a Covenant on the Part of the Lessee or Lessees to make such Improvement or Improvements, within a Time to be specified for that Purpose; and so as in every such Lease, whether for building or repairing or otherwise, there be contained on the Part of the Lessee or Lessees a Covenant for the due Payment of the Rent or Rents to be thereby respectively reserved or limited (unless the same shall be a Peppercorn), and of all Taxes, Charges, Rates, Assessments, and Impositions whatsoever affecting the Premises to be respectively com-  
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*The Earl of Harrington's Estate Act, 1854.*

prised in such Lease or Demise, and also a Covenant for keeping every House and other Building erected and built or repaired on the Premises to be therein comprised insured from Loss or Damage by Fire in the Amount of Three Fourths at least of the Value thereof in some or One of the public Offices of Insurance in *England*, and to lay out the Money to be received by virtue of such Insurance, and all such other Sums of Money as shall be necessary, in substantially re-building, repairing, and reinstating every such Houses or Building as shall be destroyed or damaged by Fire, and also to surrender the Possession and leave in good Repair every House, Manufactory, Erection, and Building to be erected and built or repaired on the Premises therein comprised on the Expiration or other sooner Determination of the Term to be thereby granted; and so as in every such Lease there be contained a Power for the Person or Persons who shall for the Time being be entitled to the Receipt of the Rent or Rents to be reserved or limited and made payable in and by such Lease, his, her, or their Surveyors and Agents, to enter upon the Premises thereby demised, and to inspect the Condition thereof, and also a Proviso or Condition of Re-entry by such Persons or Person for Non-payment of the Rent to be thereby reserved or limited (unless the same shall be a Peppercorn) for any Period not exceeding Sixty Days next after the same shall become payable, in case there shall not be a Distress or Distresses found on the Premises so demised sufficient to pay the Rent then due, and the Costs of such Distress or Distresses; and either with or without a Proviso or Condition of Re-entry by such Persons or Person for Nonperformance or Non-observance of the Covenants, Provisoes, and Conditions to be contained in such Lease on the Part of the Lessee or Lessees, his, her or their Executors, Administrators, or Assigns, to be observed or performed, or of any such Covenants, Provisoes, and Conditions in that Behalf specified, and with or without a Proviso qualifying such Power of Re-entry by requiring a previous Notice to perform Covenants, or a previous Recovery of Damages, and the Nonpayment of such Damages for a Time to be specified, or otherwise, and every such Lease may contain such other Covenants, Agreements, Powers, Conditions, or Restrictions usually inserted in Leases of a similar Description as shall appear reasonable or expedient to the Person or Persons who for the Time being shall or may exercise the said Power of demising; and so as the respective Lessees execute Counterparts of their respective Leases: Provided always, that the First Payment of the Rent to be reserved in any Leases of any Part of the said Lands may be made to commence and become payable on any Day not exceeding Two Years and a Half from the Date of such Lease, and may be made to increase periodically, beginning with such Portion of the full Rent to be ultimately payable as shall be thought advisable, and increasing up to the



*The Earl of Harrington's Estate Act, 1854.*

the full Rent, as shall be found convenient or be thought proper, and as shall be expressed in such Lease, regard being had to the Progress of the Buildings or Works agreed to be built or repaired or of the Improvements agreed to be made.

II. That the Person or Persons for the Time being authorized to make Leases as aforesaid shall be deemed and taken to have been authorized as on and from the Twentieth Day of *June* One thousand eight hundred and fifty-two to set out, allot, and appropriate any Part or Parts of the said Lands and Hereditaments in the said Schedule hereto as and for Markets, Streets, Squares, Crescents, Roads, Ways, Arcades, Passages, Sewers, Drains, and for Water and Gas Pipes, Yards, Gardens, Pleasure Grounds, Shrubberies, Ornamental Grounds, Reservoirs, Wells, Pumps, Watercourses, or other Easements and Conveniences, and to do all Acts incidental thereto respectively for the general Improvement of the said Lands, and the Accommodation of the Lessees thereof or any Part or Parts thereof, in such Manner as shall be mentioned and declared in the Deed or Deeds whereby any such Demise or Demises shall be made, or in any general Deed or Deeds (if any) to be executed by the Person or Persons for the Time being authorized to make Leases as aforesaid, and to be enrolled in One of Her Majesty's Courts of Record at *Westminster* or of the County Palatine of *Lancaster* within Six Calendar Months from the respective Date or Dates of such general Deeds or Deed, and by such Deeds or Deed to give and grant or cause to be given and granted, either before or contemporaneously with or after such Demise or Demises or of any of the same respectively, such Rights, Liberties, Privileges, Easements, and Conveniences as the Person or Persons for the Time being making such Demise or Demises shall think fit.

Power to appropriate Land for Ways, Gardens, Streets, &c.

III. That the Person or Persons for the Time being authorized to make Leases as aforesaid shall be deemed and taken to have been authorized as on and from the Twentieth Day of *June* One thousand eight hundred and fifty-two to enter into any Contract or Contracts in Writing to demise all or any Parts or Part of the said Lands and Hereditaments, with the Buildings (if any) standing thereon, pursuant to and upon the Terms of the Powers of leasing hereinbefore contained, so far as the same may be applicable; and to agree, when and as all or any of the Lands or Buildings so agreed to be demised shall be built on or rebuilt, or repaired, laid out, formed, or improved, in the Manner and to the Extent stipulated or to be stipulated in any such Contract or Contracts, to demise the Lands or Buildings which shall have been so built upon, rebuilt, repaired, laid out, formed, or improved as aforesaid, or any Part or Parts thereof, to the Person or Persons contracting to take the same as

Persons authorized to make Leases may also enter into Contracts for making Demises.

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aforesaid,

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*The Earl of Harrington's Estate Act, 1854.*

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aforesaid, his or their Executors, Administrators, or Assigns (as the Case may require), or to such Person or Persons approved or to be approved of by the Person or Persons for the Time being hereby authorized to make Grants or Leases as aforesaid as the Person or Persons contracting to take the same, his, her, or their Executors, Administrators, or Assigns, shall nominate and appoint or shall have nominated and appointed in that Behalf, for and during the Remainder of the Estate and Interest or Term or Terms specified or to be specified in such Contract or Contracts, in such Parcels, and under such Proportions, specified or to be specified or subsequently agreed upon or ascertained by Reference or otherwise, of the yearly Rent or Rents; as shall be thought proper, but so nevertheless that if the yearly Rent to be reserved in any Lease which shall be made in pursuance of any such Contract as aforesaid shall bear a Proportion to the whole Rent specified in such Contract, and thereby agreed to be reserved and made payable, greater than the Quantity of Land comprised in such Lease shall bear to all the Land comprised in such Contract, then and in such Case the same Rent shall not exceed One Sixth Part of the clear yearly Rackrent Value of the Lands and Buildings to be comprised in such Lease when fit for Habitation or Use; and if the Persons or Person who shall enter into such Contract or Contracts shall think the same expedient, to agree that the full Rent specified in such Contract or Contracts shall or may be reserved and made payable in the Lease or Leases to be made of a given Quantity, to be specified in such Contract or Contracts, of the Land and Premises thereby agreed to be demised, such Quantity not being less in its improved yearly Value when built upon or otherwise improved as aforesaid than Six Times the yearly Rent reserved thereon, and that the Residue thereof shall be demised at the yearly Rent of a Peppercorn, either before or after the full Rent specified in such Contracts or Contract shall have been reserved or limited in any Lease or Leases to be made or granted, at such Time or respective Times and in such Manner as may be thought proper; or if no given Quantity for such Purposes shall be specified in such Contract or Contracts, to agree that when the full Rent agreed to be reserved or limited and made payable shall have been reserved or limited in the Lease or Leases to be made or granted of a competent Part or competent Parts of the Land or Ground and Premises thereby agreed to be demised, such competent Parts being not less in their improved yearly Value when built upon or otherwise improved as aforesaid than Six Times the Value of the yearly Rent therein to be reserved, the Residue thereof, if any, shall be demised by One or more Lease or Leases at the yearly Rent of a Peppercorn; and in Cases of Leases to be subject to the yearly Rent of a Peppercorn, to  
agree

*The Earl of Harrington's Estate Act, 1854.*

agree to make or grant the same before or after the Land or Ground to be therein comprised shall have been built upon, laid out, or improved; and to agree that the yearly Rent or Rents in or by such Contract or Contracts respectively agreed to be reserved and made payable may or might be made to commence at such Period or Periods not exceeding Two Years and a Half from the Date of such Contract or Contracts respectively, and may or might be made to increase periodically, beginning with such Portion of the full Rent thereby agreed to be paid as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient or be thought proper or expedient, and in such Contract or Contracts respectively shall be expressed, regard being had to the Quantity of Land or Ground from Time to Time agreed to be demised, and to the Progress of the Buildings, Works, or Improvements stipulated to be erected or made thereon; and also to agree that when and so soon as any Lease or Leases shall be granted of any Part or Parts of the Land and Premises so contracted to be leased the Lands and Premises so contracted to be leased shall be thereupon discharged from such Contract or Contracts, and that the Person or Persons with whom such Contract or Contracts shall be or have been entered into shall remain liable in respect of such Part or Parts of the Land or Ground and Premises comprised in such Contract or Contracts which shall not for the Time being be leased to the Payment only of such Portion or Portions of the Rent or Rents by such Contract or Contracts reserved as shall be remaining to be provided for or otherwise secured; and also to agree that the Person or Persons with whom such Contract or Contracts may be or have been entered into may have, exercise, and enjoy all or any of the Liberties which are authorized to be granted to Lessees under the Powers of demising herein-before contained.

IV. Provided always, That in every Contract which shall be entered into subsequently to the passing of this Act there shall be contained a Clause or Condition for vacating the same, or for Re-entry into such Part or Parts of the Premises therein comprised and agreed to be demised as shall have been actually demised in performance of the same Contract, in case the same shall not be built on or re-built or repaired, or laid out, formed, or improved, in the Manner in such Contracts stipulated, and within a reasonable Time, to be therein appointed, and also a Clause or Condition that the Person or Persons to whom such Lease or Leases ought to be made or granted, pursuant to such Contract, shall accept the same, and execute a Counterpart or Counterparts thereof, and pay the reasonable Charges of preparing the same, within a reasonable Time to be thereby appointed; and that in default such Contracts shall, as to all the Premises not actually leased in pursuance of the same Contract, be void; and every such Contract as is mentioned in this present Clause or in the last preceding Clause

Every Contract shall contain a Condition for vacating the same, or for Re-entry in certain Cases.

of

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of this Act shall be binding on all and every the Person or Persons upon whom any Lease executed in pursuance of the Provisions of this Act would be binding, and shall be carried into execution by a Lease or Leases to be made or granted in pursuance of the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable.

On Re-entry, fresh Leases or Contracts may be made.

V. That if the Possession of any of the Premises to be comprised in any such Lease or Contract as aforesaid shall at any Time or Times be resumed or recovered by virtue of or under any Condition of Re-entry to be contained in any such Lease or Contract or otherwise, then and in such Case the Person or Persons for the Time being authorized to grant such Leases respectively as aforesaid may enter into Contracts for granting Leases, and afterwards grant Leases for the same Premises respectively, in the same Manner as if no Lease or Contract for any Lease thereof had been previously made, granted, or entered into.

New Agreements may be entered into by way of Addition to or Explanation of former Contracts, and Agreements may be rescinded and Surrenders of all or any of the Lands accepted.

VI. Provided always, That it shall be lawful and shall be deemed to have been lawful on and from the Twentieth Day of *June* One thousand eight-hundred and fifty-two for the Person or Persons for the Time being authorized to make Leases respectively as aforesaid from Time to Time to enter into any new Covenant or Covenants or Agreement or Agreements (not inconsistent with the Object or the Intention of the original Contract or Contracts) with any Person or Persons with whom any Contract or Contracts shall have been entered into by way of Addition to or of Alteration or Explanation of all or any of the Covenants and Agreements in such Contract or Contracts respectively to be contained, so nevertheless that such Contract or Contracts respectively shall, when so added to, explained, or altered, continue to be conformable with the Powers and Provisions hereby authorized, or to release the Person or Persons respectively with whom any Contract or Contracts shall have been entered into, and his, her, or their Executors, Administrators, or Assigns, of and from the Observance and Performance of all or any Part of the same Contract or Contracts respectively; and, if the same shall be or have been thought expedient, to enter into new Covenants or Agreements with such Person or Persons, or his or their Executors, Administrators, or Assigns, or Nominee or Nominees, in lieu of the Part or Parts of the same Contract or Contracts respectively which shall have been so released, so nevertheless that after such Release or Releases respectively such Contract or Contracts respectively shall, notwithstanding any such new Covenants or Agreements as last aforesaid, continue to be conformable with the Power of leasing contained in the said Articles as enlarged by this Act, or to accept or agree for a Relinquishment or Surrender of all or any Part or Parts of the Hereditaments comprised  
in

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in any such Contract or Contracts, and the Hereditaments to be relinquished or surrendered, in pursuance of any Agreement in that Behalf, or any Part thereof, may and might, as from the said Twentieth Day of *June* One thousand eight hundred and fifty-two, be contracted and agreed to be leased, and afterwards leased, under the said Powers and Authorities, in the same and like Manner as if no Contract or Contracts for leasing the same had been previously entered into or executed.

VII. That it shall be lawful for the Person or Persons for the Time being authorized to make Leases as aforesaid to confirm any Lease or Leases to be granted as aforesaid in any Case in which for some technical Error or Informality in making, granting, or executing the same, or in entering into the Contract for making or granting the same, such Lease or Leases shall be void or voidable, or to grant any Lease or Leases, pursuant to the Powers and subject to the Restrictions hereinbefore contained, in lieu of such void or voidable Lease or Leases, for any Term or Number of Years not exceeding the then Residue of the Term or Terms granted or purported to be granted by such void or voidable Lease or Leases, and as to such Leases respectively, at and under the same yearly Rent or Rents as was or were, or a larger Rent or Rents than was or were reserved in such void or voidable Lease or Leases respectively, or to accept a Surrender or Surrenders of any Lands to be leased as aforesaid, and grant any Lease or Leases, pursuant to the said Powers and subject to the said Restrictions, of the Hereditaments comprised in the Lease or Leases so surrendered, but as to such Lease or Leases only for a Term or Terms not exceeding the then Residue of the Term or Terms of Years made by the Lease or respective Leases so surrendered, and at and under the same yearly Rent or Rents as was or were or a larger Rent or Rents than was or were reserved in the original Lease or Leases, so nevertheless that no Fine or Premium shall be accepted and taken for making any such Confirmation or Confirmations or new Lease or Leases.

Power to confirm defective Leases and to accept Surrenders.

VIII. Provided always, That every Lease to be granted as aforesaid shall be deemed and taken to be duly made and granted although it shall have been preceded by and shall purport to have been made in pursuance of a Contract, and such Contract shall not in all respects have been duly observed, and notwithstanding any Variation between such Lease and Contract; provided such leasing shall be conformable with the Restrictions and Provisions hereinbefore contained with respect to the said Leases, and that after any Lease shall have been executed and perfected the Contract for such Lease shall not form Part of the Evidence of the Title at Law or in Equity to the Benefit of the same Lease.

Leases under this Act to be deemed to have been duly made, notwithstanding Variations from Contracts.

[*Private.*]

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IX. That

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Effect to be given to Covenants for the Benefit of Inheritance or Reversion.

IX. That all Covenants for the Benefit of the Inheritance or Reversion which shall be entered into by any Lessee or Lessees, Grantee or Grantees of any Hereditaments or Premises, under the Authority of this Act, shall, while the Lease, Grant or Grants thereof, shall continue unsurrendered or in force, on the one Hand, be deemed to run with and shall run with the Hereditaments or Premises leased or granted to such Lessee or Lessees, Grantee or Grantees, and shall bind him, her, or them, his, her, or their Executors, Administrators, and Assigns and shall, on the other Hand, be deemed to run with and shall run with the Inheritance or Reversion of the Hereditaments or Premises to be comprised in the Lease or Leases, Grant or Grants thereof, or, in the Case of a Grant of Easements, with the Rent reserved by the Grant or Lease thereof, so as that the Person or Persons for the Time being entitled to the Reversion immediately expectant on the Determination of the Lease or Leases, Grant or Grants, or to such Rent or other Reservations, (as the Case may be,) shall have the full Benefit of such Covenant or Covenants, and be able to maintain an Action or Actions of Covenant thereon.

Conditions as to Validity of Lease.

X. That no Lease nor Contract confirmed by or to be made under the Authority of this Act shall be void or invalid or defeasible or questionable on the Ground that the Right of Entry or Re-entry for Nonpayment of Rent, or for the Breach of all or any of the Stipulations, Covenants, and Agreements therein contained, is confined by any Terms restricting the same to the Parts of the Hereditaments leased or agreed to be leased where or in respect to which the Breach or Default in the Lessee's Covenants shall have been committed, or on the Ground that such Right is confined by any other Terms restricting the Right of Entry to a Part only of the Hereditaments leased or agreed to be leased by any such Lease or Contract, and that, notwithstanding any Avoidance of any Lease or Contract as aforesaid, for the Breach of any such Stipulations, Covenants, or Agreements as to Part only of the Hereditaments which from Time to Time shall continue to be held under or by virtue of the same Lease or Contract, for this Purpose every such Condition shall be apportionable and shall have Effect according to the Intention of the Parties as expressed in any such Lease or Contract accordingly.

Evidence of Counterpart being duly made and executed.

XI. That the Receipt of the Person or Persons making every or any Lease or Demise by virtue of this Act, indorsed on such Lease, acknowledging that he or they has or have received the Counterpart thereof, shall, as in favour of the Lessee and all Persons claiming under him, be *primâ facie* Evidence that such Counterpart was duly made and executed pursuant to the Provisions of this Act.

XII. That

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XII. That in order to facilitate the proving of the Performance of the Covenants and Agreements contained in any such Contract or Agreement as aforesaid, or of Covenants and Agreements contained in any Lease to be granted pursuant thereto for Breach whereof the same may be liable to Forfeiture, the Certificate in Writing of the Performance of every or any such Covenant or Agreement, signed by the Person or Persons in whom the said Power of leasing shall for the Time being be vested, shall be conclusive Evidence of such Performance to the Extent and in manner in such Certificate set forth.

Evidence of performance of Covenants.

XIII. That this Act shall not, nor shall anything herein contained, be construed or deemed or taken to revoke, suspend, annul, prejudice, lessen, or affect all or any of the Powers to be inserted in the Settlement made or to be made in pursuance of the said Articles of the Sixth Day of *February* One thousand eight hundred and ten, except so far as the same may be affected by the Exercise of any of the Powers of this Act.

Act not to affect future Settlement in pursuance of Articles of 6th February 1810.

XIV. That it shall be lawful for the Trustees or Trustee for the Time being of the Settlement made or to be made pursuant to the said Articles of the Sixth Day of *February* One thousand eight hundred and ten (but as to any Lands leased or agreed to be leased, not without the Concurrence of the Person or Persons entitled under the Lease thereof or Contract relating thereto,) to dispose of and convey, without receiving any valuable Consideration, any Part of the said Hereditaments comprised in the said Schedule hereto, and the Inheritance thereof in Fee Simple, for any of the charitable or public Purposes herein-after mentioned; that is to say, for building any Church or Chapel, School House, or Parsonage House, or for any Garden or Orchard to any School House, or Parsonage House, so as that any such Chapel, School House, or Parsonage House shall be appropriated or intended to be appropriated to the Purposes of the Church of *England* as by Law established, and so as not more than Half an Acre in the whole shall be granted for all or any of the aforesaid Purposes, and so nevertheless that no such Disposition as aforesaid shall be made except with the Consent of the Court of Chancery, to be obtained upon Petition in a summary Way, and with such Consent as would be requisite to a Sale of the said Hereditaments pursuant to the Power of Sale which by the said Articles was agreed to be inserted in the Settlement to be made pursuant thereto.

Trustees of future Settlement may devote Portion of Property to charitable or public Purposes.

XV. That it shall be lawful for the Trustees or Trustee for the Time being of the Settlement made or to be made pursuant to the said Articles of the Sixth Day of *February* One thousand eight hundred

Indemnity and reimbursement of Trustees

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hundred and ten, out of any Monies, Stocks, Funds, and Securities in their or his Hands, or standing in their or his Names or Name upon and subject to the Trusts declared by the said Articles or Settlement, and the Monies to arise by any such Sale or Sales as aforesaid, to raise and pay all the Costs, Charges, and Expenses which shall be occasioned to such Trustee or Trustees as aforesaid in or about the Execution of the Powers by this Act given, or any of them, and also to indemnify and reimburse such Trustees, and their Heirs, Executors, and Administrators, Estates and Effects respectively, of, from, and against all Costs, Charges, Damages, and Expenses which shall be occasioned to them or any of them by reason or on account of any Breach or Default in any of the Contracts, Acts, and Assurances hereby authorized to be made or entered into by the said Trustees, unless the same shall be occasioned by or through their own wilful Neglect or Default respectively.

Short Title. XVI. That in citing this Act in other Acts of Parliament and legal Documents it shall be sufficient to cite the same as "The Earl of *Harrington's Estate Act, 1854.*"

General Saving,

XVII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person or Persons, Bodies Politic and Corporate, his, her and their Heirs, Successors, and Assigns, Executors and Administrators, (other than and except the said *Leicester Fitzgerald Charles Earl of Harrington*, the said *Seymour Sydney Hyde Lord Viscount Petersham*, and the Heirs Male of his Body, any future Son or Sons of the said *Leicester Fitzgerald Charles Earl of Harrington*, and the Heirs Male of the Body or respective Bodies of such Son or Sons, and the said *Fitzroy Henry Richard Stanhope*, the said *Charles Wyndham Stanhope*, and the Heirs Male of his Body, the Trustees to be appointed pursuant to the said Articles of the Sixth Day of *February* One thousand eight hundred and ten for preserving contingent Remainders, during the respective Lives of the said *Leicester Fitzgerald Charles Earl of Harrington* and *Fitzroy Henry Richard Stanhope*, and all Persons claiming or to claim under the Estates which by the said Articles of the Sixth Day of *February*; One thousand eight hundred and ten were agreed to be limited in remainder expectant on the Limitation to the First Son of the said *Fitzroy Henry Richard Stanhope*, and the Heirs Male of the Body of such First Son,) all such Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, out of, or upon the said Hereditaments comprised in the said Schedule hereto, and every or any Part thereof, as they, every or any of them, had before the passing of this Act, or could or might have had, used, held or enjoyed in case this Act had not been passed,

XVIII. That



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XVIII. 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  
Printers to  
be Evidence.

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## SCHEDULE (A.)

No. on Plan.	Lots coloured Green.	Quantity.		
		A.	R.	P.
1, 2, and 19 - -	Two Houses, with Garden and Meadow Land, let to T. Evans	3	1	0
3 and 4 - - -	Two Houses, with Gardens, leased to G. Neeton - -	0	0	18
5 - - - - -	House and Garden, leased to John Walls - - -	0	0	14
6 - - - - -	Ditto ditto yearly Tenant, S. Patmore - - -	0	0	9
7 - - - - -	Ditto ditto ditto E. Salmon - - - - -	0	0	5
8 - - - - -	Ditto ditto ditto J. Hedges - - - - -	0	0	4
21 and Part of 20	Garden Ground ditto W. Holland - - -	7	0	14
22 - - - - -	House, Garden, and Ground, unoccupied - - -	6	0	9
23, 24, 25, and 26	Buildings and Yard, yearly Tenant, Edwards - - -	0	0	28
27 - - - - -	Ditto ditto ditto Best - - - - -	0	0	9
28 - - - - -	Ditto ditto ditto Osborne - - - - -	0	0	9
29 - - - - -	Ditto ditto ditto Longman - - - - -	0	1	0
30 - - - - -	Ditto ditto ditto ditto - - - - -	0	1	5
31 - - - - -	Ditto and Ground ditto W. Siggers - - -	5	0	0
33 and 34 - - -	Ditto ditto ditto Wynyard - - - - -	0	1	10
35, 36, and 37 -	Ditto ditto ditto Rumney - - - - -	0	3	21
38 - - - - -	Ditto, let to Strackan - - - - -	0	1	0
39 - - - - -	Ditto, ditto Trueman - - - - -	0	2	3
40 and 41 - - -	Ditto, ditto Wicks - - - - -	3	3	26
42 - - - - -	Ditto, ditto Reynall - - - - -	1	3	5
43 - - - - -	Ditto, ditto ditto - - - - -	1	2	29
Part of 56 - - -	Land let with others to Messrs. Gray & Co., yearly Tenants.	0	1	15
62 - - - - -	Mansion and Pleasure Grounds, yearly Tenant, Earl Talbot.	7	3	14
63 - - - - -	Garden Ground, yearly Tenant, Elliott - - - - -	2	0	13
64 - - - - -	House and Part of Garden Ground, let to Ramsey - -	4	0	10
	Total Acres - - -	46	0	30