



ANNO SEXTO & SEPTIMO

VICTORIÆ REGINÆ.

Cap. 20.

An Act to authorize the granting of Building and Repairing Leases of Lands in the County of *Kent*, formerly belonging to *Francis M'Culloh*, *George Boone Roupell*, and *James Browne Horner*, in undivided Shares. [1st August 1843.]

WHEREAS by an Indenture of Release bearing Date the Twenty-first Day of *December* One thousand seven hundred and ninety-three, and grounded on a Lease for a Year made by an Indenture of Bargain and Sale bearing Date the Twentieth Day of the same Month, the Release being made between *Francis M'Culloh*, therein described, of the First Part, *Frances Browne M'Culloh*, therein described, of the Second Part, *George Boone Roupell*, therein described, of the Third Part, and *John Johnston* and *Tristram Everest*, respectively therein described, of the Fourth Part, after reciting that a Marriage was intended to be solemnized between the said *George Boone Roupell* and the said *Frances Browne M'Culloh*, and that upon the Treaty for the said intended Marriage the said *Francis M'Culloh* did agree to convey and settle One Moiety of his undivided Third Part of certain Hereditaments in the County of *Kent* to the Uses and upon the Trusts therein-after mentioned, it is witnessed, that the said *Francis*

Indenture of Settlement on Marriage of G. B. Roupell and F. B. M'Culloh, 21st Dec. 1793.

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M'Culloh

M'Culloh did release and confirm unto the said *John Johnston* and *Tristram Everest*, their Heirs and Assigns, One Moiety of his undivided Third Part or Share of the aforesaid Hereditaments, to the Use of the said *Francis M'Culloh* and his Heirs until the said intended Marriage should be solemnized, and after the Solemnization thereof to the Use of the said *Francis M'Culloh* and his Assigns for Life, without Impeachment of Waste; with Remainder to the Use of the said *John Johnston* and *Tristram Everest* and their Heirs, during the natural Life of the said *Francis M'Culloh*, in Trust to preserve the contingent Remainders; with Remainder, subject to a Power of Appointment thereby limited to the said *Francis M'Culloh*, in favour of any Child or Children he might have by any Woman he might afterwards marry, to the Use of his Children, as Tenants in Common in Tail General, with Cross Remainders between or among them in Tail; with Remainder to the Use of the said *George Boone Roupell* and his Assigns for Life, without Impeachment of Waste; with Remainder to the Use of the said *Frances Browne M'Culloh* and her Assigns for Life, without Impeachment of Waste; with Remainder to the Use of the said *John Johnston* and *Tristram Everest* and their Heirs, during the natural Lives of the said *George Boone Roupell* and *Frances Browne M'Culloh*, and the Life of the Survivor of them, in Trust to preserve the contingent Remainders; with Remainder to the Use of all and every or such One or more of the Child or Children of the said *George Boone Roupell* on the said *Frances Browne M'Culloh* his intended Wife to be begotten, and for such Estate and Estates, Intents and Purposes, and in such Parts, Shares, and Manner, and with, under, and subject to such Powers, Provisoes, Conditions, and Limitations over (such Limitations over being for the Benefit of some One or more of the said Child or Children), as he the said *George Boone Roupell*, by any Deed or Deeds, Writing or Writings, with or without Power of Revocation, and of limiting or appointing any new or other Use or Uses, Estate or Estates, to or for the Benefit of all and every or some One or more of the said Child or Children, to be by him the said *George Boone Roupell* sealed and delivered in the Presence of and attested by Two or more credible Witnesses, should direct, limit, or appoint; and in default of such Direction, Limitation, or Appointment, then to the Use of all and every or such One or more of the said Child or Children of the said *George Boone Roupell* on the said *Frances Browne M'Culloh* his intended Wife to be begotten, and for such Estate and Estates, Intents and Purposes, and in such Parts, Shares, and Manner, and with, under, and subject to such Powers, Provisoes, Conditions, and Limitations over (such Limitations over being for the Benefit of some One or more of the said Child or Children), as she the said *Frances Browne M'Culloh*, after the Death of the said *George Boone Roupell* (in case she should happen to survive him), by any Deed or Deeds, Writing or Writings, (with or without Power of Revocation, and of limiting or appointing any new or other Use or Uses, Estate or Estates, to or for the Benefit of all and every or some One or more of the said Child or Children,) to be by her so surviving sealed and delivered in the Presence of and attested by Two or more credible Witnesses, or by her last Will and Testament in Writing, to be by her so surviving signed and published in the Presence

Presence of and attested by Three or more credible Witnesses, should direct, limit, or appoint; and in default of such Direction, Limitation, or Appointment as aforesaid, and in the meantime and until any such should be made and take effect, or in case any such should be, when and so soon as the Estate thereby limited or appointed should respectively end and determine, and also as to such Part or Parts of the said Moiety of the said Third Part of the said Hereditaments and Premises whereof no such Direction, Limitation, or Appointment as aforesaid should be made, to the Use of all and every the Child and Children of the said *George Boone Roupell* on the said *Frances Browne M'Culloh* his intended Wife to be begotten, equally to be divided between or amongst them, Share and Share alike, to take as Tenants in Common, and not as Joint Tenants, and of the several and respective Heirs of the several and respective Body and Bodies of all and every such Child and Children issuing; and if there should be a Failure of Issue of any such Child or Children, then as to the Part or Share, Parts or Shares of such Child or Children whose Issue should so fail, to the Use of the remaining or other Children, equally to be divided between or amongst them, Share and Share alike, to take as Tenants in Common, and of the several and respective Heirs of their several and respective Bodies issuing; and in case there should be a Failure of Issue of all such Children but One, or in case there should be but One such Child, then to the Use of such remaining or only Child, and the Heirs of his or her Body, with Remainders over; and by the Indenture of Release now in recital Power was given to the said *Francis M'Culloh* to grant any Rent or annual Sum, not exceeding the clear annual Rental of the said Moiety thereby settled, to the Use of any Woman for Life with whom he should intermarry, for her Jointure, and in bar of Dower; and in the same Indenture a Power was limited to the said *Francis M'Culloh*, *George Boone Roupell*, and *Frances Browne M'Culloh* respectively, when and as they should severally come into Possession of the said Moiety of the said Third Part, to grant, amongst other Leases, Building Leases for Terms not exceeding Eighty Years, and Repairing Leases for Terms not exceeding Sixty Years: And whereas a Marriage was solemnized between the said *George Boone Roupell* and *Frances Browne M'Culloh* (afterwards *Frances Browne Roupell*) shortly after the Date of the herein-before recited Indenture: And whereas there was Issue of the said Marriage Ten Children only; that is to say, *Frances Roupell*, who died an Infant under the Age of Five Years, *Elizabeth*, now the Wife of *Henry Tennant*, *George Leith Roupell*, *Robert Prioleau Roupell*, *Ann Susan*, now the Wife of *James Alexander Simpson*, *Eleanor Browne Roupell*, the Reverend *Francis Pooley Roupell*, *John Stuart Roupell*, *Thomas Boone Roupell*, and *Charles Morris Roupell*: And whereas by an Indenture bearing Date the Fifteenth Day of *May* One thousand seven hundred and ninety-eight, and made between the said *Francis M'Culloh* of the one Part, and *George Wright*, therein described, of the other Part, the said *Francis M'Culloh* did, in virtue of the Power in and by the herein-before recited Indenture reserved to him, grant, limit, and appoint to the Use of *Susannah M'Culloh* his then Wife, in case she should survive her said Husband, an annual Sum of Two hundred Pounds,

Indenture,
15th May
1798.

to

Will of F.
M'Culloh,
1st Jan. 1816.

Settlement
on Marriage
of J. A. Simp-
son and Ann
S. Roupell,
11th April
1821.

to be issuing out of the said Moiety of the said Third Part of the said Hereditaments, to hold to her the said *Susannah M'Culloh* for the Term of her natural Life, in the Nature of Jointure, and in bar of Dower, payable quarterly, and by the same Indenture Powers of Distress, and of Entry, and Perception of Rents and Profits, were limited, for further securing the said annual Sum of Two hundred Pounds: And whereas the said *Francis M'Culloh* duly made his last Will and Testament in Writing, bearing Date the First Day of *January* One thousand eight hundred and sixteen, and thereby gave his the said Testator's unsettled Moiety of the said Third Part of the said Estates in *Kent*, and the Money produced by the Sale of his Estate in the County of *Leicester* of which he had Power to dispose, or if the said Estate should be sold in his Lifetime, then he gave and bequeathed the Money to arise from such Sale unto *George Boone Roupell*, upon Trust to sell and dispose of his said Real Estate, or such Part thereof as should not be sold at the Time of his Death, and to give Receipts for the Purchase Money, which should be a Discharge to the Purchaser, who should not be bound to see to the Application of the Purchase Money, and to lay out and invest the Money arisen or to arise from the Sale of his said Estates in the Purchase of Stock in the Public Funds or on Real Security, and to pay and apply the Interest or Dividends thereof, and the Rents and Profits until Sale of the said Estates, to or to the Use of his Sister *Eleanor M'Culloh* (since deceased), for and during her natural Life, and from and after her Death to pay or transfer such Money or Stock unto and amongst his Nephews and Nieces, the Children of the said *George Boone Roupell* and *Frances Browne* his Wife, who should be living at the Time of his Decease, unto whom he gave and bequeathed the same in the Proportions and in the Manner following; that is to say, he gave and bequeathed unto his Niece *Ann Susan Roupell* and to his Nephew *Francis Pooley Roupell* One thousand five hundred Pounds Sterling each, and the Rest and Residue of his Real Estate, and the Money arisen or to arise from the Sale thereof, he gave and bequeathed the same unto and to be divided amongst his Nephews and Nieces the Nine Children of the said *George Boone Roupell* and *Frances Browne* then living, Share and Share alike, and all the Rest and Residue of his Personal Estate and Effects he gave and bequeathed unto his Niece the said *Ann Susan Roupell*: And whereas the said *Francis M'Culloh* died on the First Day of *April* One thousand eight hundred and sixteen, without having had Issue, and without having revoked or altered his said Will: And whereas the Nephews and Nieces of the said Testator were respectively the Children of the said Marriage between the said *George Boone Roupell* and *Frances Browne Roupell*: And whereas by an Indenture bearing Date the Eleventh Day of *April* One thousand eight hundred and twenty-one, and made between *James Alexander Simpson*, therein described, of the First Part, the said *George Boone Roupell* and *Ann Susan Roupell* of the Second Part, and *Charles Robert Simpson*, *George Leith Roupell*, and *Robert Prioleau Roupell* of the Third Part, after reciting that a Marriage had been agreed upon between the said *James Alexander Simpson* and *Ann Susan Roupell*, and that the said *Ann Susan Roupell* was under the said Will of the said

Francis

Francis M'Culloh entitled to certain Interests in the Money to arise from the Sale of the said Testator's Real Estate, and that it had been agreed that the same should be assigned to the said *Charles Robert Simpson, George Leith Roupell, and Robert Prioleau Roupell*, as the Trustees of the said Settlement upon the said Marriage, it is witnessed, that for the Considerations therein mentioned the said *Ann Susan Roupell* did grant, bargain, sell, and assign to the said *Charles Robert Simpson, George Leith Roupell, and Robert Prioleau Roupell*, their Executors, Administrators, and Assigns, all the Share and Interest to which the said *Ann Susan Roupell* should become entitled in the Money so to arise from the Estate of the said Testator *Francis M'Culloh*, to hold the same to the said *Charles Robert Simpson, George Leith Roupell, and Robert Prioleau Roupell*, their Executors, Administrators, and Assigns, in Trust for the said *Ann Susan Roupell*, her Executors, Administrators, and Assigns, until the said intended Marriage should take effect; and from and immediately after the Solemnization thereof upon Trust to pay to or permit and fully empower the said *Ann Susan Roupell* and her Assigns during her Life to receive the whole Dividends, Interest, and yearly Proceeds of all the said Trust Monies and other the Premises thereby assigned, or of so much thereof as should have been actually received or transferred, for her and their own Use and Benefit; and from and immediately after the Decease of the said *Ann Susan Roupell*, upon Trust to pay to, or permit and fully empower the said *James Alexander Simpson*, in case he should survive the said *Ann Susan Roupell*, and his Assigns during his Life, to receive the whole Interest, Dividends, and yearly Proceeds of all the said Trust Monies and other the Premises thereby assigned as the same should arise and become payable, for his and their own Use and Benefit; and from and after the Decease of the Survivor of them the said *James Alexander Simpson* and *Ann Susan Roupell*, upon Trust that they the said Trustees, and the Survivors and Survivor of them, and their or his Executors, Administrators, and Assigns, should stand possessed of and interested in the Capital of all the said Trust Monies and other the Premises thereby assigned in Trust for all and every or such One or more of the Children or Child of the said then intended Marriage, in such Parts, Shares, and Proportions (in case there should be more than One such Child) as the said *Ann Susan Roupell* notwithstanding her Coverture, and whether covert or sole, should in manner therein mentioned give, direct, appoint, or bequeath the same; and in default of any such Gift, Direction, or Appointment as aforesaid, and in case any such should be made, when and as the Estates and Interests thereby given and arising should respectively end and determine; and as to such Part or Parts of the said Trust Monies, Stocks, Funds, and Securities, and other the Premises thereby assigned, as to which there should be no such Direction or Appointment, upon Trust that they the said Trustees, or the Survivors or Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should transfer and make over the said Trust Monies and other the Premises thereby assigned, or so much thereof whereof there should be no such Direction or Appointment so made as aforesaid, unto all the Children, if more than One, of the said then intended Marriage, equally between and among them, Share and Share alike, and if there

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should

should be but One such Child, then should transfer and make over the whole of the said Trust Monies and other the Premises thereby assigned to such only Child, the Transfer or Transfers to such Child or Children, being a Son or Sons, at his or their Age or respective Ages of Twenty-one Years, and the Transfer or Transfers to such Child or Children, being a Daughter or Daughters, to be made to her or them at her or their Age or respective Ages of Twenty-one Years, or Day or Days of Marriage, whichever should first happen after the Decease of the Survivor of the said *James Alexander Simpson* and *Ann Susan Roupell*; and in the Indenture now in recital were contained Provisions for vesting the Shares of Children attaining Twenty-one Years, or, as to Daughters, marrying in the Lifetime of their Parents or either of them, and for Survivorship between such Children; and it was provided that in case there should not be any Child of the said then intended Marriage, or there being any Child or Children he, she, or they should die without having acquired a vested Interest or vested Interests in the said Trust Monies and other the Premises thereby assigned, or any Part or Parts thereof, then and in either of the said Cases the said Trustees, Parties thereto, their Executors, Administrators, and Assigns, should, from and immediately after such Failure of Issue as aforesaid should happen, stand possessed of the same Trust Monies and other the Premises thereby assigned then remaining liable to the Trusts of the Indenture now in recital, upon and for such Trusts, Intents, and Purposes, and subject to such Powers, Provisoos, Restrictions, and Limitations, in such Manner and Form, in all respects, as the said *James Alexander Simpson* and *Ann Susan Roupell* should jointly by Deed give, direct, or appoint the same; and in default of such joint Gift, Direction, or Appointment, and so far as any such joint Gift, Direction, or Appointment shall not extend, then as the Survivor of them the said *James Alexander Simpson* and *Ann Susan Roupell* should by Deed or Will give, direct, appoint, or bequeath the same; and in default of and subject to such last-mentioned Gift, Direction, Appointment, or Bequest, in Trust for the said *James Alexander Simpson*, his Executors, Administrators, and Assigns: And whereas a Marriage was solemnized between the said *James Alexander Simpson* and the said *Ann Susan Roupell* (now *Ann Susan Simpson*) shortly after the Date of the last herein-before stated Indenture, and there has been Issue of the same Marriage Nine Children; that is to say, *Frances Roupell Simpson*, *Eleanor Davison Simpson*, *John Simpson*, *Agnes Ann Simpson*, *James Tennant Simpson*, *Anne Mary Simpson*, *Elizabeth Wood Simpson*, *Robert Prioleau Simpson*, and *William Harness Simpson*, all of whom, except the said *Frances Roupell Simpson*, are Infants under the Age of Twenty-one Years: And whereas by Articles of Agreement bearing Date the Thirteenth Day of *June* One thousand eight hundred and twenty-one, and made between *Henry Tennant*, therein described, of the First Part, the said *Elizabeth Roupell* of the Second Part, the said *George Boone Roupell* of the Third Part, *George Tennant*, therein described, of the Fourth Part, and *George Leith Roupell* and *Charles Tennant*, therein described, of the Fifth Part, after reciting that a Marriage had been agreed on between the said *Henry Tennant* and *Elizabeth Roupell*, and that the said *Elizabeth Roupell* was entitled to certain reversionary Property,

which, when the same should become payable, it was computed might be of the Value of Two thousand Pounds or thereabouts, more or less, it was agreed that the said reversionary Property should be vested in and assigned to the said *George Leith Roupell* and *Charles Tennant*, their Executors, Administrators, and Assigns, upon Trust to invest the same in or upon such Stocks, Funds, or Securities as therein mentioned, and in Trust, out of the Dividends and Interest of the said Stocks, Funds, and Securities, to pay the Premium payable upon a certain Policy of Assurance upon the Life of the said *Henry Tennant*, and, subject thereto, such Dividends and Interest were to be paid to the said *Henry Tennant* during his Life, and after the Decease of the said *Henry Tennant* such Stocks, Funds, and Securities, and also the Money to become payable upon the said Policy, were to be held in Trust for the said *Elizabeth Roupell* for Life, and after her Death for all and every or any One or more of the Children of the said then intended Marriage, in such Parts, Shares, and Proportions, Manner and Form, as the said *Henry Tennant* and *Elizabeth Roupell* should in manner therein mentioned jointly direct or appoint, and in default of any such joint Direction or Appointment then as the Survivor of them should in manner therein mentioned direct or appoint, and in default of such Direction or Appointment then the same Trust Premises to be held in Trust for all and every the Child and Children of the said then intended Marriage, the Shares of Sons to be paid at their respective Ages of Twenty-one Years, and of Daughters at their respective Ages of Twenty-one Years or Marriage, with Benefit of Survivorship among such Children, and in case there should be no Child or Children of the said then intended Marriage, or being such all of them should die before their respective Shares should become payable, then the same Trust Premises were to be held in Trust for the Survivor of them the said *Henry Tennant* and *Elizabeth Roupell*, his or her Executors, Administrators, and Assigns: And whereas a Marriage was solemnized between the said *Henry Tennant* and *Elizabeth Roupell* (now *Elizabeth Tennant*) shortly after the Date of the said Articles of Agreement, and there has been Issue of such Marriage Ten Children; that is to say, *Ann Jane*, now the Wife of *John Harvey* Esquire, *Eleanor Margaret Tennant*, *Frances Phebe Tennant*, *George Roupell Hornor Tennant*, *Thomas Boone Everest Tennant*, *Phillippa Mary Tennant*, *Charles Henry Tennant*, *Elizabeth Alice Tennant*, *Arabella Gertrude Jackson Tennant*, and *John Trenchard Tennant*, all of whom, except the said *Ann Jane Harvey*, are Infants under the Age of Twenty-one Years: And whereas by Indentures of Lease and Release bearing Date respectively the Eleventh and Twelfth Days of *October* One thousand eight hundred and twenty-six, the Release being made between the said *George Boone Roupell* of the one Part, and *John Gurney*, *Edward Jeffries Esdaile*, and *Pascoe Saint Leger Grenfell*, respectively therein described, of the other Part, in consideration of Ten thousand Pounds to the said *George Boone Roupell* paid by the said *John Gurney*, *Edward Jeffries Esdaile*, and *Pascoe Saint Leger Grenfell*, Three other undivided Ninth Parts or Shares of and in the said Hereditaments in the County of *Kent* were conveyed by the said *George Boone Roupell* unto and to the Use of the said *John Gurney*, *Edward Jeffries*

Indenture of
Mortgage,
12th Oct.
1826.

Indentures of
Assignment
of Mortgage,
10th and 11th
Aug. 1832.

Will of Tho-
mas Hayne.

Will of G. B.
Roupell,
8th June
1837.

Jeffries Esdaile, and *Pascoe Saint Leger Grenfell*, their Heirs and Assigns for ever, subject to a Proviso or Agreement in the Indenture of Release now in recital contained for Redemption of the same Premises, on Payment by the said *George Boone Roupell*, his Heirs, Executors, Administrators, or Assigns, to the said *John Gurney*, *Edward Jeffries Esdaile*, and *Pascoe Saint Leger Grenfell* of the Sum of Ten thousand Pounds on the Twelfth Day of *October* One thousand eight hundred and thirty-one, with Interest at Five Pounds *per Centum per Annum*: And whereas by Indentures of Lease and Release, bearing Date respectively the Tenth and Eleventh Days of *August* One thousand eight hundred and thirty-two, the Release being made between the said *John Gurney* (then Sir *John Gurney*), *Edward Jeffries Esdaile*, and *Pascoe Saint Leger Grenfell* of the First Part, the said *George Boone Roupell* of the Second Part, and *Thomas Hayne* Esquire of the Third Part, in consideration of the Sum of Ten thousand Pounds by the said *Thomas Hayne*, at the Request of the said *George Boone Roupell*, to the said *John Gurney*, *Edward Jeffries Esdaile*, and *Pascoe Saint Leger Grenfell* paid, the said Three undivided Ninth Parts or Shares comprised in and conveyed by the last herein-before recited Indentures of and in the said Hereditaments in the County of *Kent* were conveyed by the said *John Gurney*, *Edward Jeffries Esdaile*, and *Pascoe Saint Leger Grenfell* unto and to the Use of the said *Thomas Hayne*, his Heirs and Assigns for ever, subject to a Proviso or Agreement in the Indenture of Release now in recital contained for Redemption of the same Premises, on Payment by the said *George Boone Roupell*, his Heirs, Executors, or Administrators, to the said *Thomas Hayne*, his Executors, Administrators, or Assigns, of the Sum of Ten thousand Pounds, and Interest for the same at the Rate therein mentioned: And whereas the said *Thomas Hayne* duly made his last Will and Testament, whereby, after certain Bequests therein mentioned, but not affecting the said Mortgage, he devised and bequeathed all the Rest, Residue, and Remainder of his Estate and Effects, Real and Personal, whether in Possession, Reversion, Remainder, or Expectancy, and wheresoever the same should be situate, unto his Son *Thomas Hayne*, his Heirs, Executors, Administrators, and Assigns: And whereas the said *Thomas Hayne* the Testator died in or about the Month of *May* One thousand eight hundred and thirty-three: And whereas the said *George Boone Roupell* duly made his last Will and Testament in Writing, dated the Eighth Day of *June* One thousand eight hundred and thirty-seven, and thereby gave and devised all his Estates, Lands, Tenements, Hereditaments, and Premises situate in the several Counties of *Kent*, *Sussex*, and *Surrey*, and elsewhere in *England* and *America*, and he also gave, devised, limited, and appointed all his Estates and Shares of Estates at *Charlton* and *Woolwich* in the County of *Kent* in which he had any Estate or Interest, or in or over which he had any Right or Power of Appointment or Control, or in or over the Produce thereof, (which Power he meant and intended thereby to execute and did execute,) unto his Sons, *George Leith Roupell* and *Robert Prioleau Roupell*, and their Heirs and Assigns, in Trust, at such Times or Time, and in such Manner, and in such Parts or Shares as they should think proper, to sell and dispose

dispose of the same, and to receive the Monies to arise from such Sale or Sales, and to give Acquittances or Receipts for the Purchase Monies, which should be a sufficient Discharge for the same to the Purchaser or Purchasers, and to apply such Purchase Monies in or towards Payment and Satisfaction of the Mortgages on such Estates or any of them, or otherwise as his said Sons should think proper in the Execution of the Trusts of his Will; and in the meantime, and until such Sales or Sale, to let and set all or any Part of his said Estates, and to take and receive the Rents and Profits thereof, and thereout, or otherwise, to pay and keep down the Interest of such Mortgage Debts and Charges on or affecting the said Estates; and in the next place, by and out of the surplus Income of his said Estates until sold, and out of the Interest and Dividends of the Purchase Monies when sold, and the Interest and Dividends of his Personal Estate, pay unto his Wife the annual Sum of Four hundred Pounds by quarterly Payments, and if the surplus Rents and Interest and Dividends or Income should not be sufficient for that Purpose, then to pay to his said Wife the whole of such surplus Income, and if such surplus Income should be more than sufficient, then, after paying the said annual Sum of Four hundred Pounds, to divide the Excess of such annual Income into Four equal Parts or Shares, and pay One of such Four Parts unto his Daughter the said *Eleanor Browne Roupell*, and One Fourth Part unto his Son the said *Charles Morris*, and One other Fourth Part unto his Daughter the said *Eliza Tennant*, for her separate Use, and the remaining Fourth Part unto his Daughter the said *Anne Simpson*, for her separate Use; and after the Death of his said Wife to divide the whole of the Monies to arise from the Sale of his Real Estates, and the whole of his residuary Personal Estate, and in the meantime the Rents, Profits, and Income of all his Estates and Property, into Eight equal Parts or Shares, and to pay or transfer One of such Eight Parts or Shares unto his Son *George Leith*, and One other of such Eight Parts or Shares unto his Son *Robert Prioleau*, and One other of such Eight Parts or Shares unto his Daughter *Elizabeth*, for her separate Use, and One other of such Eight Parts or Shares unto his Daughter *Anne Simpson*, for her separate Use, and One other of such Eight Parts unto his Son *John Stuart*, and One other of such Eight Parts unto his Son *Charles Morris*, and One other of such Eight Parts unto his Daughter *Eleanor*, and to divide the remaining Eighth Part or Share into Two equal Parts or Shares, and to pay or transfer one of such Two Parts unto his Son *Francis Pooley*, and the other of such Two Parts unto his Son *Thomas Boone*; and the said Testator did thereby declare that what he had thereby given or bequeathed, devised or appointed, or expressed his Intention so to do, to and amongst his said Children, should be taken and received by them respectively for and in lieu and full Satisfaction of all or any Claims which they or any of them had or might have on or against him, or on or against his Estates, or the Estates so by him devised and appointed, or intended by him to be devised and appointed, and the Produce thereof, under any Wills or Deed or Settlement, or otherwise, it being his Meaning and Intention and Request that the Property so by him given and devised to and amongst them, and the Produce thereof, should be ultimately equally divided amongst them,

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Codicil
thereto,
Nov. 1837.

Will of J. B.
Hornor, 25th
Jan. 1832.

except his Sons *Francis Pooley* and *Thomas Boone*, who were each to have One Half Share less than his other Children : And whereas the said *George Boone Roupell* duly made a Codicil to his said Will, bearing Date the Day of *November* One thousand eight hundred and thirty-seven, and the said Testator thereby appointed his Son the Reverend *Francis Pooley Roupell* to be an Executor and Trustee of his said Will, instead of his Son the said *George Leith Roupell*, and in all other respects he confirmed his said Will : And whereas the said *George Boone Roupell* died on or about the Nineteenth Day of *January* One thousand eight hundred and thirty-eight, without having revoked or altered his said Will, so far as the same is herein-before set forth, leaving his Sons, the said *George Leith Roupell*, *Robert Prioleau Roupell*, *Francis Pooley Roupell*, *John Stuart Roupell*, *Thomas Boone Roupell*, and *Charles Morris Roupell*, his Coheirs in Gavelkind : And whereas *James Browne Hornor*, late of *Charlton* aforesaid, Esquire, deceased, duly made his last Will and Testament, bearing Date the Twenty-fifth Day of *January* One thousand eight hundred and thirty-two, and thereby gave and devised the remaining undivided Third Part of the said Hereditaments in *Kent* to the Use of such Person or Persons, for such Estate or Estates, and such Interest or Interests, by way of Rent-charge or otherwise, as *Helena Catherine* his then Wife should by Deed or Will appoint or devise the same, and in default of such Appointment or Devise to the Use of his said Wife and her Assigns for Life, and after her Decease to the Use of *Robert Boyd* the younger and the Reverend *Thomas Walker* the younger, upon Trust that they or the Survivor of them, his Heirs or Assigns, should convey the same Third Part and Real Estate to the Use of his Godson *James Browne Hornor Boyd*, eldest Son of *James Browne Boyd*, therein described, his Heirs and Assigns for ever, when he should attain the Age of Twenty-one Years, but in case the said *James Browne Hornor Boyd* should die before attaining that Age, then he devised and appointed the said Third Part or Share and Estate to the Use of the said *James Browne Boyd*, his Heirs and Assigns for ever ; provided that in case the said *James Browne Boyd* should die before his Son the said *James Browne Hornor Boyd* should have attained the Age of Twenty-one Years, and the said *James Browne Hornor Boyd* before he should have attained that Age, then the same Testator gave, devised, and appointed the same Third Part or Share and Estate unto the said *Robert Boyd* and *Thomas Walker*, their Heirs and Assigns, upon Trust that they or the Survivor of them, his Heirs or Assigns, should convey the same to such Son then born or thereafter to be born of the said *James Browne Boyd* and *Dorcas* his then Wife as should first attain the Age of Twenty-one Years, and so soon as he should attain that Age, and to his Heirs and Assigns for ever, and in case there should be no Son of the said *James Browne Boyd* who should attain that Age, then upon Trust to convey the same to such Daughter (being the eldest or only Daughter for the Time being) then born or thereafter to be born of the said *James Browne Boyd* and *Dorcas* his then Wife as should first attain the Age of Twenty-one Years or be married, and as soon as she should attain that Age or be married, whichever should first happen, and to her Heirs and Assigns for ever, and in case there should be no Daughter, then,

subject to his Wife's Estate for Life and Power of Appointment, Testator gave and devised the same to his own right Heirs for ever; and the said Testator by his said Will charged his Real Estate with the Payment of an Annuity of One hundred and fifty Pounds to *Harriet Triphook* for her Life: And whereas the said *James Browne Hornor* duly made a Codicil to his said Will, bearing Date the Fourth Day of *March* One thousand eight hundred and thirty-five, and thereby revoked the Grant of the said Annuity of One hundred and fifty Pounds to the said *Harriet Triphook*, and charged his Real Estate with the Payment of an Annuity of One hundred Pounds to *Eliza Triphook* for her Life, and of an Annuity of Fifty Pounds to the said *Harriet Triphook* for her Life, which said *Harriet Triphook* is since dead: And whereas the said *James Browne Hornor* died on the Nineteenth Day of *December* One thousand eight hundred and thirty-nine, without having revoked or altered his said Will, except so far as the same was revoked or altered by the said Codicil: And whereas the said *Helena Catherine Hornor*, the Wife of the said *James Browne Hornor*, departed this Life shortly after the said Testator, without having exercised the Power of Appointment given to her by the aforesaid Will: And whereas the said *Thomas Walker* has declined to act as a Trustee under the last herein-before recited Will: And whereas the said *James Browne Hornor Boyd* is an Infant under the Age of Twenty-one Years, that is to say, of the Age of Fourteen Years: And whereas there has been Issue of the said *James Browne Boyd* and *Dorcas* his Wife Six Children, besides the said *James Browne Hornor Boyd*, that is to say, *Ellen M'Culloh Boyd*, *Robert Boyd*, *Mary Boyd*, *Dorcas Boyd*, *Alexander Jackson Boyd*, and *Martha Lina Boyd*, all of whom are Infants under the Age of Twenty-one Years: And whereas the Lands specified in the Schedule to this Act are Part of the said Lands in the said County of *Kent*, and the Lands specified in such Schedule are conveniently situated for building Houses and other Erections thereon, and are capable of being otherwise greatly improved, and it would greatly increase the Value of the same Lands, and be very beneficial to the Persons who are or shall be entitled to or interested in the same under the several Deeds and Wills herein-before recited, if Powers were created for demising and leasing, and entering into Contracts for demising and leasing, the same Lands, with or without any Messuages or Tenements or other Buildings which may be standing thereon respectively, for Terms not exceeding Ninety-nine Years, and with and under such Provisions as will enable Persons to build upon the same or to repair the Messuages or Tenements or Buildings now standing thereon respectively, or to build others in lieu thereof, or otherwise to improve the same Lands, and it would facilitate the granting of such Leases, and the Remedies for recovering the Rents to be reserved thereby, and upon the Covenants on the Lessees Parts to be contained therein, and the Execution of the Trusts of the said Will of the said *Francis M'Culloh*, if the said Moiety so as aforesaid comprised in the said Indenture of the Twenty-first Day of *December* One thousand seven hundred and ninety-three, of the undivided Third Part, in the same Indenture mentioned, of the Lands therein comprised, and also the Moiety so as aforesaid devised by the said Will of the said *Francis M'Culloh*, of
the

Codicil
thereto, 4th
March 1835.

Power to
grant Build-
ing Leases
of Lands in
Schedule.

the undivided Third Part, in the same Will mentioned, of the Lands in the County of *Kent*, in the same Will mentioned, were vested in the said *Robert Prioleau Roupell* and *Francis Pooley Roupell*: And whereas the several Objects and Purposes herein-before referred to cannot be effected without the Aid and Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects, the said *Henry Tennant* and *Elizabeth* his Wife on their own Behalf and also on behalf of their said Children, the said *George Leith Roupell* and *Robert Prioleau Roupell*, the said *James Alexander Simpson* and *Ann Susan* his Wife on their own Behalf and also on behalf of their infant Children, the said *Frances Roupell Simpson*, *John Harvey* and *Ann Jane* his Wife, *Eleanor Browne Roupell*, *Francis Pooley Roupell*, the said *John Stuart Roupell*, and *Charles Morris Roupell*, and the said *James Browne Boyd* on behalf of himself and his said infant Children, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and after the passing of this Act it shall be lawful for the said *Robert Prioleau Roupell* and *Francis Pooley Roupell*, and the Survivor of them, and the Heirs of such Survivor, and their or his Assigns, as to the One undivided Third Part devised by the said Will of the said *George Boone Roupell* of the said Lands in the said Schedule to this Act, by Indenture or Indentures, to be sealed and delivered by them or him in the Presence of and to be attested by Two or more credible Witnesses, to demise or lease all or any Part or Parts of the same Lands, or the Part or Parts thereof the same One undivided Third Part or Share whereof shall not for the Time being have been sold under the Trusts of the said Will of the said *George Boone Roupell*, for any Term or Number of Years not exceeding Ninety-nine Years, in Possession, to any Person or Persons whomsoever who shall be willing substantially to improve or repair any of the present or any future Houses or Buildings upon any Part of the same Lands respectively, or to erect and build any House or Houses or other Buildings in lieu or stead thereof or in addition thereto, or to erect and build any House or Houses or other Buildings on any Part of the same Lands respectively whereon no Buildings shall be then standing, or who shall be willing to annex any of the same Lands for Gardens, Yards, or other Conveniences to Buildings erected and built or to be from Time to Time erected and built on the same Lands or any Part thereof, or who shall be willing otherwise to improve the same Lands or any Part or Parts thereof; and with or without Liberty for the Lessee or Lessees to take down or remove all or any Part or Parts of the Buildings standing or being upon or within the Land or Ground 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 allot all or any Part or Parts of the Lands to be comprised in any such Lease or Leases as and for the Site of any Markets, Squares, Crescents, or open Places, Roads, Ways, Avenues, Passages, Sewers, Drains, Landing Places, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise for the Use

Use and Convenience of the respective Lessees, Tenants, or Occupiers of the same Lands or any Part or Parts thereof, or for the general Improvement thereof; and also with or without Liberty for the Lessee or Lessees to dig and excavate, in or under any Part of the Land or Ground which may be so set out and allotted for Markets, Squares, Crescents, or other open Places, Roads, Ways, Avenues, Passages, or otherwise, as aforesaid, Arches, Cellars, 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, any such Earth, Clay, Sand, Gravel, or other Soil as it shall be found necessary or convenient to remove for effecting any of the Purposes aforesaid, and also to dig and excavate any Earth, Clay, or Sand out of any convenient Part of the respective Premises to be comprised in such respective Leases, and to manufacture the same into Bricks or Tiles or other Materials to be used in such new Buildings or Works, Repairs or Improvements, as aforesaid; and also with or without any other Liberties or Privileges which to the Persons or Person granting such Lease or Leases respectively shall seem reasonable, and as are usual in Leases of a similar Description; so as in every such Lease or Demise there be reserved and made payable (except in the Cases where Peppercorn Rents may be reserved according to the Provisions herein-after contained) the best yearly Rent that can be reasonably had or gotten for the same, to be made payable half-yearly or oftener; and so that every such Lease or Demise be made without taking any Fine, Premium, or Foregift, or any thing in the Nature thereof, for or in respect of making the same; and so as in every such Lease or Demise made for the Purpose of having Buildings erected or constructed there shall be contained a Covenant on the Part of the Lessee or Lessees to build, construct, and finish the Buildings which may be agreed to be built or constructed on the Premises within a Time to be specified for that Purpose, and to keep in repair during the Term such Buildings; and so as in every such Lease or Demise made for the Purpose of having Buildings repaired or rebuilt there shall be contained a Covenant on the Part of the Lessee or Lessees substantially to rebuild or repair the same within a Time to be specified for that Purpose, and to keep in repair during the Term the Messuages or Buildings agreed to be rebuilt or repaired; and so as that in every such Lease or Demise to be made for any of the Purposes aforesaid 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 (unless the same be a Peppercorn), and of all Taxes, Charges, Rates, Assessments, Dues, and Impositions whatsoever affecting the same Premises respectively, and also a Covenant for keeping the Messuages and Buildings erected and built, and to be erected and built or repaired, on the Premises to be therein comprised, insured from Loss or Damage by Fire to the Amount of Four Fifths at the least of the Value thereof in some or One of the Public Offices for Insurance in *London* or *Westminster*, 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 rebuilding, repairing, and reinstating such Messuages or Buildings as shall be destroyed or damaged by

[*Private.*]

Fire, and also to surrender the Possession of and leave in repair the Messuages, Erections, or Buildings to be erected and built or repaired on the Premises therein comprised, on the Expiration or sooner Determination of the Term to be thereby granted; and so as in every such Lease or Demise there be contained a Power for the Person or Persons for the Time being entitled to the same Premises in Remainder or Reversion immediately expectant on the Term to be thereby granted, or his, her, or their Surveyors and Agents, to enter upon the Premises, and inspect the Condition thereof, and also a Proviso or Condition of Re-entry for Nonpayment of the Rent to be thereby reserved (unless the same shall be a Peppercorn), or for Nonperformance of any of the Covenants, Provisoes, and Conditions therein contained on the Part of the Lessee or Lessees, and either with or without a Proviso that no Breach of any of the Covenants to be therein contained (except of the Covenant for Payment of the Rent, and such other Covenant or Covenants, if any, as may be agreed upon between the Parties to be so excepted,) shall occasion any Forfeiture of such Lease, or of the Term thereby granted, or give any Right of Re-entry, unless or until Judgment shall have been obtained in an Action for such Breach of Covenant, nor unless the Damage and Costs to be recovered in such Action should remain unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action; and every such Lease may also contain any other Covenants, Agreements, Powers, Conditions, or Restrictions usually inserted in Leases of a similar Description which shall appear reasonable to the Persons or Person granting such Lease or Leases respectively; and so as that the respective Lessees execute Counterparts of their respective Leases, and deliver the same to the Person for the Time being entitled in Possession to the Rents, Issues, and Profits of the Premises so to be leased.

Certificate of Réceipt of Counterpart of Lease to be Evidence of Execution.

II. And be it further enacted, That the Certificate in Writing of the Parties or Party granting such Lease or Leases as aforesaid, that they or he have or hath received such Counterpart, shall be and be deemed full and complete Evidence that such Counterpart was executed and duly delivered.

Part of Lands may be laid out for Streets, Squares, &c

III. And be it further enacted, That it shall be lawful for the said *Robert Prioleau Roupell* and *Francis Pooley Roupell*, and the Survivor of them, and the Heirs of such Survivor, and their or his Assigns, as to the One undivided Third Part devised by the said Will of the said *George Boone Roupell* of the said Lands in the said Schedule to this Act, to lay out and appropriate any Part or Parts of the same Lands as and for a Way or Ways, Street or Streets, Square or Squares, Avenue or Avenues, Passage or Passages, Sewer or Sewers, or other Conveniences, for the general Improvement of the same Lands or any Part or Parts thereof, and the Accommodation of the Tenants or Occupiers thereof, in such Manner as shall be agreed upon in any such Demise or Lease respectively, or in any general Deed to be executed for that Purpose, such general Deed (if any) to be sealed and delivered by the Persons or Person who for the Time being may exercise the Power of leasing herein-before given, and to be enrolled in One of Her Majesty's Courts of Record at *Westminster*, and also by such Lease or Leases or general Deed to give
and

and grant such Privileges and other Easements as such Persons or Person shall deem reasonable or convenient.

IV. Provided always, and be it further enacted, That in case the said *Robert Prioleau Roupell* and *Francis Pooley Roupell*, or the Survivor of them, or the Heirs of such Survivor, or their or his Assigns, shall at any Time or Times hereafter enter into any Covenant or Covenants with the Lessee or Lessees of any Part or Parts of the said Lands, as to the Mode in which any other Part or Parts of the said Lands shall be built upon, laid out, used, or improved, it shall and may be lawful for the said *Robert Prioleau Roupell* and *Francis Pooley Roupell*, and the Survivor of them, and the Heirs of such Survivor, and their or his Assigns, granting such Lease or Leases, to make the Covenants so entered into by them or him determinable in any Event and under any Circumstances to be in that Behalf provided, and generally to restrict and qualify their or his Liability in such Covenant or Covenants in any Manner which shall be agreed upon, and either with or without entering into any Stipulations or Agreements with such Lessee or Lessees, having for their Object to give such Lessee or Lessees the Benefit of any similar Covenant or Covenants to be entered into by any other Person or Persons.

How Covenants entered into with the Lessees may be made.

V. Provided always, and be it further enacted, That it shall be lawful for the said *Robert Prioleau Roupell* and *Francis Pooley Roupell*, and the Survivor of them, and the Heirs of such Survivor, and their or his Assigns, as to the same One undivided Third Part or Share, to enter into any Contract or Contracts in Writing for granting any Lease or Leases of all or any Part or Parts of the Lands of which they and he respectively are and is herein-before authorized to grant Leases as aforesaid, with the Buildings, if any, which shall be standing thereon, pursuant to the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable; and to agree, when and as any such Lands or Buildings shall be built upon, rebuilt or repaired, laid out, formed, or improved, in the Manner and to the Extent to be stipulated in any such Contract or Contracts, by One or more Indenture or Indentures to demise or lease the Lands or Buildings mentioned in such Contract or Contracts, or any Part or Parts thereof, to the Person or Persons contracting to take the same as aforesaid, or his, her, or their Executors, Administrators, or Assigns, or to such other Person or Persons as he, she, or they shall nominate and appoint in that Behalf, for and during the Remainder of the Term to be specified in such Contract or Contracts, and in such Parcels, and under and subject to such Portions of the yearly Rent or Rents, to be specified in such Contract or Contracts, as shall be thought proper, but so nevertheless that if the yearly Rent to be reserved on any such Lease shall bear a greater Proportion to all the Rent in the Contract agreed to be reserved than the Quantity of Land to be comprised in such Lease shall bear to all the Land comprised in the Contract, then and in such Case the same Rent shall not exceed One Seventh Part of the clear yearly Rack Rent Value of the Land and Buildings to be comprised in such Lease, when fit for Habitation and Use; and (if the Person entering into such Contract as aforesaid shall think the

Power to enter into Contracts for granting Building or Repairing Leases.

the same expedient) to agree that the full Rent specified in such Contract or Contracts shall be reserved in the Leases to be granted of a given Quantity, to be specified in such Contract or Contracts, of the Lands and Grounds thereby agreed to be demised, 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 Contract or Contracts shall have been reserved in any Lease or Leases to be granted, and at such Time or respective Times and in such Manner as may be thought proper; and, in Cases where no given Quantity for such Purpose as aforesaid shall be specified in such Contract or Contracts, to agree that the full Rent specified in such Contract or Contracts may be appropriated to a Part or apportioned between Parts of the Lands thereby agreed to be demised, either by a Surveyor or Surveyors, or a Referee or Referees, or otherwise; and to agree that when the full Rent agreed to be reserved shall have been reserved in the Lease or Leases granted of a competent Part or competent Parts of the Land thereby agreed to be leased, to be determined on by a Surveyor or Surveyors, or Referee or Referees, or otherwise, the Residue thereof (if any) shall be leased by One or more Lease or Leases at the yearly Rent of a Peppercorn; and, in case of Leases to be granted at the yearly Rent of a Peppercorn, to agree to make or grant the same either 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 Rents agreed to be reserved in such Contract or Contracts may be made to commence at such Period or Periods within One Year from the Date of such Contract or Contracts, and may 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, and as 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 the Progress of the Buildings stipulated to be erected thereon, rebuilt, or repaired, or of the Improvements to be effected thereto; and to agree that when and as any Lease or Leases shall be granted of any Part or Parts of the Hereditaments so contracted to be leased the Hereditaments so for the Time being leased shall be discharged from such Contract or Contracts, and that the Person or Persons with whom such Contract or Contracts shall be entered into shall remain liable, in respect of such Part or Parts of the Hereditaments comprised in such Contract or Contracts which shall not for the Time being be leased, to the Payment of such Portion or Portions of the Rent or Rents by such Contract or Contracts agreed to be paid as may be thought proper, and shall in such Contract or Contracts be provided for; and also to agree that the Person or Persons with whom such Contract or Contracts may be entered into may have, exercise, and enjoy all or any of the Liberties which are authorized to be granted to Lessees under the Power of leasing herein-before contained.

Contracts
to contain
Clause of
Re-entry.

VI. Provided also, and be it further enacted, That in every such Contract there shall be inserted a Clause or Condition for vacating the same Contract as to or for Re-entry upon such Part or Parts of the Land and Buildings therein comprised and agreed to be let as shall

shall not have been actually leased, and shall not be built on, rebuilt or repaired, laid out, formed, or improved in the Manner therein stipulated 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 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, or that in default thereof such Contract shall, as to the Lands and Buildings not actually leased by virtue of the same Contract, be void; and every such Contract shall be binding on all Persons interested in the Hereditaments to be comprised therein, and shall be carried into execution by a Lease or Leases, to be granted in pursuance of the Power and subject to the Restrictions herein-before contained, so far as the same shall be applicable.

VII. And be it further enacted, That if the said *Robert Prioleau Roupell* and *Francis Pooley Roupell*, or the Survivor of them, or the Heirs of such Survivor, or their or his Assigns, shall enter upon the Land to be comprised in any such Lease or Contract, and recover or obtain Possession thereof under or by virtue of any Condition of Re-entry therein contained, then and in every such Case it shall be lawful for them or him to grant Leases, or enter into Contracts for the granting of Leases and afterwards to grant Leases, of the same Hereditaments, under the Powers and Authorities herein-before contained, in the same Manner as if no Leases or Contracts for Leases thereof had been previously granted or entered into.

On Recovery of Possession under Clause of Re-entry fresh Contracts may be made.

VIII. Provided always, and be it further enacted, That it shall be lawful for the said *Robert Prioleau Roupell* and *Francis Pooley Roupell*, and the Survivor of them, and the Heirs of such Survivor, and their or his Assigns, as to the same One undivided Third Part or Share, from Time to Time to enter into any new Covenants or Agreements in relation to the Hereditaments so authorized to be leased by them or him respectively as aforesaid, with any Person or Persons with whom any Contract or Contracts shall have been entered into by virtue of this Act, by way of Addition to or Explanation or Alteration 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 of this Act, or to release the Person or Persons respectively with whom any Contract or Contracts shall have been entered into by virtue of this Act, and his, her, or their Heirs, Executors, Administrators, or Assigns, of and from the Observance of all or any Part of the same Contract or Contracts respectively, and, if the same shall be thought expedient, to enter into any new Covenants or Agreements with such Person or Persons, or his, her, or their Heirs, Executors, Administrators, or Assigns, 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 Powers and Provisions

New Agreements may be entered into with Persons having Contracts.

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of this Act, or to accept a Surrender of all or any Part of the Hereditaments comprised in any such Contract or Contracts as aforesaid, and the Hereditaments so surrendered shall or may be contracted or agreed to be leased and afterwards leased, under the Powers and Authorities herein-before contained, in the same or the like Manner as if no Contract or Contracts for leasing the same had been previously entered into or executed: Provided always, that every Lease to be granted under any of the Provisions of this Act shall be deemed and taken to be duly granted, although it should have been preceded by a Contract, and such Contract should not in all respects have been duly observed, and that after any Lease shall have been executed the Contract for such Lease shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of the same Lease.

Power to confirm defective Leases and to accept Surrenders.

IX. And be it further enacted, That it shall be lawful for the said *Robert Prioleau Roupell* and *Francis Pooley Roupell*, and the Survivor of them, and the Heirs of such Survivor, and their or his Assigns, as to the same One undivided Third Part or Share, to confirm any Lease or Leases to be granted by virtue of this Act in any Case in which, for some technical Error or Informality in granting or executing the same, or in entering into the Contract for 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 herein-before 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 of Years granted or purported to be granted by such void or voidable Lease or Leases, 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 such void or voidable Lease or Leases respectively, or to accept a Surrender or Surrenders of any Lease or Leases to be granted under this Act, and grant any Lease or Leases, pursuant to the respective Powers and subject to the respective Restrictions herein-before contained, of the Hereditaments comprised in the Lease or Leases so surrendered, for any Term or Terms of Years not exceeding the then Residue of the Term or Terms of Years granted 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 larger Rents than was or were, reserved in the Lease or Leases so surrendered, so nevertheless that no Fine or Premium shall be accepted and taken for making any such Confirmation or Confirmations or new Lease or Leases respectively.

Power of leasing not to be exercised unless the whole of the Lands in Schedule are dealt with.

X. Provided always, and it is hereby declared, That the Power of leasing and other Powers herein-before contained shall not nor shall any of them be exercised as to the same One undivided Third Part or Share unless the Person or Persons who, under this Act or otherwise, shall have Power or be competent to grant such Lease or Leases, or act in relation to the Premises respectively as aforesaid, so far as relates to the remaining undivided Parts or Shares, shall join and concur in such Lease or Leases or in so acting in relation to the Premises, it being hereby declared that the Powers herein-before contained shall not be exerciseable when less than the Entirety of any

any of the Lands in the said Schedule shall be dealt with: Provided also, that in the event of any Partition of the said Estates, or if the said Estates or any Part thereof being no longer held in undivided Shares, the Person or Persons in whom the Entirety of the said Lands or any Part thereof shall be legally vested may grant any Lease or Leases thereof for such Terms as are herein-before expressed, subject to the same Conditions as are herein-before declared concerning the said undivided Third Parts of the Estates and Premises.

XI. And be it further enacted, That the Moiety so as aforesaid comprised in the said Indenture of the Twenty-first Day of *December* One thousand seven hundred and ninety-three of the undivided Third Part in the same Indenture mentioned of the Lands in the said Schedule, and of their Appurtenances, shall from and after the passing of this Act be and the same is hereby vested in the said *Robert Prioleau Roupell* and *Francis Pooley Roupell*, their Heirs and Assigns, to the Use of them the said *Robert Prioleau Roupell* and *Francis Pooley Roupell*, their Heirs and Assigns for ever, upon Trust for the several Persons who are or shall be beneficially interested therein according to their several and respective Estates and Interests therein.

The Moiety comprised in the Indenture of 21st Dec. 1793 vested in Robert Prioleau Roupell and Francis Pooley Roupell.

XII. And be it further enacted, That from and after the passing of this Act the said *Robert Prioleau Roupell* and *Francis Pooley Roupell*, and the Survivor of them, and the Heirs of such Survivor, and their or his Assigns, shall have such and the same Powers, as to the Moiety so as aforesaid comprised in the said Indenture of the Twenty-first Day of *December* One thousand seven hundred and ninety-three of the undivided Third Part in the same Indenture mentioned of the Lands in the said Schedule, as are herein-before given as to the One undivided Third Part devised by the said Will of the said *George Boone Roupell* of the same Lands; and all the previous Clauses and Provisions in this Act shall be deemed, construed, and taken to apply to such Moiety as if the same were herein repeated and expressly adapted to such Moiety, and the Powers created by this present Clause shall continue so long as the Powers herein created as to any other Part or Share of the Lands to be dealt with in each particular Case under this present Clause shall be exerciseable.

Their Powers with respect to that Moiety.

XIII. And be it further enacted, That the Moiety so as aforesaid devised by the said Will of the said *Francis M'Culloh* of the undivided Third Part in the same Will mentioned of the Lands in the County of *Kent* in the same Will mentioned, and of their Appurtenances, shall from and after the passing of this Act be and the same is hereby vested in the said *Robert Prioleau Roupell* and *Francis Pooley Roupell*, their Heirs and Assigns, to the Use of them the said *Robert Prioleau Roupell* and *Francis Pooley Roupell*, their Heirs and Assigns for ever, upon Trust for the several Persons who are or shall be beneficially interested therein under or as deriving Title through the said Will of the said *Francis M'Culloh*, according to their several and respective Estates and Interests therein, and with full Power for the said *Robert Prioleau Roupell* and *Francis Pooley Roupell*, and the Survivor of them, and the Heirs of such Survivor, and their or his Assigns,

The Moiety devised by Francis M'Culloh's Will vested in Robert Prioleau Roupell and Francis Pooley Roupell.

Assigns, to perform the Trusts of and to exercise the Powers given by the same Will in relation to the same Moiety.

Their Powers with respect to such last-mentioned Moiety.

XIV. And be it further enacted, That from and after the passing of this Act the said *Robert Prioleau Roupell* and *Francis Pooley Roupell*, and the Survivor of them, and the Heirs of such Survivor, and their or his Assigns, shall have such and the same Powers, as to the Moiety so as aforesaid devised by the said Will of the said *Francis M'Culloh* of the undivided Third Part in the same Will mentioned of such of the Lands in the said County of *Kent* in the same Will mentioned as are comprised in the said Schedule, or of the Part or Parts of such Lands the same Moiety whereof shall not for the Time being have been sold under the Trusts of the said Will of the said *Francis M'Culloh*, as are herein-before given as to the One undivided Third Part devised by the said Will of the said *George Boone Roupell* of the same Lands; and all the previous Clauses and Provisions in this Act as to the last-mentioned One undivided Third Part shall be deemed, construed, and taken to apply to such Moiety as if the same were herein repeated and expressly adapted to such Moiety.

Powers vested in Robert Boyd the younger as to the Third Part devised by the Will of J. Browne Hornor.

XV. And be it further enacted, That from and after the passing of this Act the said *Robert Boyd* the younger, his Heirs and Assigns, shall have such and the same Powers, as to the undivided Third Part so as aforesaid devised by the said Will of the said *James Browne Hornor* of the Lands in the said Schedule, as are herein-before given as to the One undivided Third Part devised by the said Will of the said *George Boone Roupell* of the same Lands; and all the previous Clauses and Provisions in this Act as to the last-mentioned One undivided Third Part shall be deemed, construed, and taken to apply to the One undivided Third Part so as aforesaid devised by the said Will of the said *James Browne Hornor*, as if the same were herein repeated and expressly adapted to the last-mentioned One undivided Third Part, the said *Robert Boyd* the younger, his Heirs and Assigns, being substituted for the said *Robert Prioleau Roupell* and *Francis Pooley Roupell*, and the Survivor of them, and the Heirs of such Survivor, and their or his Assigns; and the Powers created by this present Clause shall continue until the said *James Browne Hornor Boyd* shall attain the Age of Twenty-one Years, or shall die under that Age; and in case of the Death of the said *James Browne Hornor Boyd* under the Age of Twenty-one Years, and of the said *James Browne Boyd* dying before the said *James Browne Hornor Boyd*, then until some other Son or some Daughter of the said *James Browne Boyd* or some other Person or Persons shall become absolutely entitled to the said undivided Third Part so as aforesaid devised by the said Will of the said *James Browne Hornor*.

All Leases as to the Third Part devised by Will of G. Boone Roupell to be without prejudice to Mortgage.

XVI. Provided always, and be it further enacted, That all Leases or Contracts for Leases under the Powers of this Act shall, as to the One undivided Third Part so as aforesaid devised by the said Will of the said *George Boone Roupell* of the said Lands in the said Schedule, be without prejudice to the said Mortgage for securing Ten thousand Pounds and Interest, unless the Mortgagee or Mortgagees for the Time being shall concur in such Leases or Contracts for Leases.

XVII. Pro-

XVII. Provided always, and be it further enacted, That in case the said *Robert Prioleau Roupell* and *Francis Pooley Roupell*, or either of them, or any Trustee or Trustees who shall be appointed as in this Clause is mentioned, shall die, or be desirous to be discharged from, or refuse or decline or become incapable to act as Trustees or Trustee as to the Trust Estate of which they or he shall for the Time being be Trustees or a Trustee under this Act and the said recited Wills of the said *Francis M'Culloh* and *George Boone Roupell*, or any of them, or shall remain abroad for a Period exceeding Three Calendar Months, or reside out of *Great Britain*, then and in every such Case it shall be lawful for the High Court of Chancery, in a summary Way, on a Petition to be preferred by any Person beneficially interested, absolutely or contingently, or by the Guardian or Guardians of any Infant so beneficially interested, to appoint any Person or Persons to be proposed in the said Petition, or any other Person or Persons, to be a Trustee or Trustees in the Room or Stead of the Trustee or Trustees so dying, or desiring to be discharged, or refusing, declining, or becoming incapable to act, or so remaining abroad, or residing out of *Great Britain* as aforesaid, and thereupon the Trust Estate of which the same Trustees or Trustee shall for the Time being have been or be Trustees or a Trustee (whether comprised in the said Schedule or not) shall with all convenient Speed be conveyed and transferred in such Manner as to become legally and effectually vested in such new Trustee or Trustees jointly with the surviving or continuing Trustee or Trustees, or solely, as the Circumstances of the Case shall require, upon the then subsisting Trusts of the same Premises, and such new Trustee or Trustees shall, to all Intents, Effects, Constructions, and Purposes whatsoever, have all the Powers and Authorities, under this Act or otherwise, of the Trustee or Trustees in whose Room or Stead he or they shall be so substituted or appointed.

For Appointment of new Trustees in case of Death, &c. of R. P. Roupell and F. P. Roupell.

XVIII. Provided always, and be it further enacted, That in case the said *Robert Boyd* the younger, or any Trustee or Trustees who shall be appointed as herein-after mentioned, shall die, or be desirous to be discharged from, or refuse or decline or become incapable to act as a Trustee or Trustees as to the Trust Estate of which he or they shall for the Time being be Trustees or a Trustee under the said recited Will of the said *James Browne Hornor*, or shall remain abroad for a Period exceeding Three Calendar Months, or reside out of *Great Britain*, before the said Trusts shall be fully performed and executed, then and in every such Case it shall be lawful for the said Court of Chancery, in a summary Way, on a Petition to be preferred by any Person beneficially interested, absolutely or contingently, or by the Guardian or Guardians of any Infant so beneficially interested, to appoint any Person or Persons to be proposed in the said Petition, or any other Person or Persons, to be a Trustee or Trustees in the Room or Stead of the Trustee or Trustees so dying, or desiring to be discharged, or refusing, declining, or becoming incapable to act, or so remaining abroad, or residing out of *Great Britain* as aforesaid, and thereupon the Trust Estate of which the same Trustees or Trustee shall for the Time being have been or be Trustees or a Trustee (whether comprised in the said Schedule or not) shall with all convenient Speed be conveyed and transferred in such Manner as

For Appointment of new Trustee in case of Death, &c. of R. Boyd.

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to

to become legally and effectually vested in such new Trustee or Trustees jointly with the surviving or continuing Trustee or Trustees, or solely, as the Circumstances of the Case shall require, upon the then subsisting Trusts of the same Premises, and such new Trustee or Trustees shall, to all Intents, Effects, Constructions, and Purposes whatsoever, have all the Powers and Authorities, under this Act or otherwise, of the Trustee or Trustees in whose Room or Stead he or they shall be so substituted or appointed.

This Act not to affect T. Boone Roupell until his Consent is obtained.

XIX. And whereas the said *Thomas Boone Roupell* is resident beyond the Seas, and his Consent to this Act has not yet been proved; be it therefore enacted, That this Act shall not, nor shall any thing herein contained, operate in any Manner or be of any Effect as against the said *Thomas Boone Roupell*, or against any Person or Persons claiming by, from, through, or under him, until the said *Thomas Boone Roupell* shall signify his Consent to this Act by Writing under his Hand attested by One or more Witness or Witnesses, which Writing shall be enrolled in the High Court of Chancery within Twelve Calendar Months from the passing of this Act; and from and after the Enrolment of such Consent the same shall be deemed and taken as Part and Parcel of this Act, and shall be as conclusive and binding on the said *Thomas Boone Roupell*, and upon the Heirs of his Body, and upon his Heirs, Executors, Administrators, and Assigns, as if such Consent had been obtained and proved before the passing of this Act; and that such Consent may be given in the Form or to the Effect following; (that is to say,)

‘ I do hereby consent to an Act of Parliament
 ‘ passed in the Year of the Reign of Her most
 ‘ Excellent Majesty Queen *Victoria*, intituled [*here insert the Title*
 ‘ of this Act], so far as the same Act can or may affect or concern
 ‘ me the said *Thomas Boone Roupell*, or any Person or Persons in
 ‘ any Manner claiming or to claim by, from, or under me, so far as
 ‘ the same Act can or may affect or concern me the said *Thomas*
 ‘ *Boone Roupell*.
 ‘ Given under my Hand this Day of One
 ‘ thousand eight hundred and forty .’

General Saving.

XX. Saving always to the Queen's most Excellent Majesty, and to all and every Person and Persons, Bodies Politic and Corporate, his, her, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said *Elizabeth Tennant*, *George Leith Roupell*, *Robert Prioleau Roupell*, *Ann Susan Simpson*, *Eleanor Browne Roupell*, *Francis Pooley Roupell*, *John Stuart Roupell*, *Thomas Boone Roupell*, and *Charles Morris Roupell*, and the Heirs of their several and respective Bodies, and the Heirs of the said *George Leith Roupell*, *Robert Prioleau Roupell*, *Francis Pooley Roupell*, *John Stuart Roupell*, *Thomas Boone Roupell*, and *Charles Morris Roupell*, and all and every other Persons and Person having or claiming or who shall or may have or claim any Estate, Right, Title, or Interest, at Law or in Equity, of, in, to, or out of the Moiety so as aforesaid comprised in the said Indenture of the Twenty-first Day of *December* One thousand seven hundred and ninety-three of the undivided Third Part in the same Indenture mentioned of the Lands in the said Schedule, under or by virtue of the said Indenture

of the Twenty-first Day of *December* One thousand seven hundred and ninety-three, or any of the Uses, Trusts, or Limitations therein contained or expressed, and all and every other Persons and Person having or claiming, or who shall or may have or claim, any Estate, Right, Title, or Interest, at Law or in Equity, of, in, to, or out of the Moiety so as aforesaid devised by the said Will of the said *Francis M'Culloh* of the undivided Third Part in the same Will mentioned of the Lands in the County of *Kent* in the same Will mentioned, under or by virtue of the said Will of the said *Francis M'Culloh* or any of the Trusts therein declared, and all and every other Persons and Person having or claiming or who shall or may have or claim any Estate, Right, Title, or Interest, at Law or in Equity, of, in, to, or out of the One undivided Third Part so as aforesaid devised by the said Will of the said *George Boone Roupell* of the said Lands in the County of *Kent*, or of, in, to, or out of any of the other Hereditaments devised by such Will, under or by virtue of the said Will of the said *George Boone Roupell* or any of the Trusts therein declared, and other than and except the said *James Alexander Simpson*, and the said *Charles Robert Simpson*, *George Leith Roupell*, and *Robert Prioleau Roupell*, as Trustees under the herein-before recited Indenture of the Eleventh Day of *April* One thousand eight hundred and twenty-one, and the said *Henry Tennant*, and the said *George Leith Roupell* and *Charles Tennant*, as Trustees under the herein-before recited Articles of Agreement of the Thirtieth Day of *June* One thousand eight hundred and twenty-one, and the said *Frances Roupell Simpson*, and all and every Persons and Person claiming or to claim any Estate, Right, Title, or Interest in any Part or Share or Parts or Shares of any of the said Lands in the said County of *Kent*, under or by virtue of the same Indenture and Articles of Agreement respectively, and other than and except the said *James Browne Hornor Boyd* and his Heirs, and the said *James Browne Boyd* and his Heirs, and the said *Susannah M'Culloh*, and the said *Eliza Triphook*, and all and every other Persons and Person claiming or to claim any Estate, Right, Title, or Interest, at Law or in Equity, of, in, to, or out of the said undivided Third Part so as aforesaid devised by the said Will of the said *James Browne Hornor* of the Lands in the said Schedule, under or by virtue of the said Will of the said *James Browne Hornor* or any of the Devises or Trusts therein contained or declared, or by Descent from or as Coheirs in Gavelkind of the said *James Browne Hornor*, or through or under any Person or Persons claiming or to claim by Descent from or as Coheirs in Gavelkind of the said *James Browne Hornor*,) all such Estates, Rights, Titles, and Interests of, in, to, or out of the said Lands in the said County of *Kent*, or any Part or Parts thereof, as they, every or any of them, had before the passing of this Act, or would or might have had, held, or enjoyed in case this Act had not been passed.

XXI. And be it further enacted, That this Act shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

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

The

The SCHEDULE to which the Act refers.

ESTATE IN CHARLTON.

Premises.	Quantities by Estimation.			Names of Tenants or Lessees.	Rents.		
	A.	R.	P.		£	s.	d.
A Dwelling House, Stable, and Garden	1	2	23				
Three small Tenements and Carpenter's Yard, in the Occupation of Under- tenants	0	1	3				
A Mansion House, Coach-house, Stabling, Outhouses, Orchard, Garden, and Plea- sure Grounds, Woodlands, waste and rough Ground, and Garden Ground	33	2	2				
Dwelling House, Chaise-house, Dairy, Brewhouse, and Outbuildings, late in the Occupation of Joseph Cooper				John Balfour	-	-	280 0 0
Part of a Dwelling House and the whole of the Stables, Outhouse, and Buildings, and Site thereof, and the Yards used with the House	9	0	27	Sir Thomas Hislop, Baronet			81 0 0
Part of the Kitchen Garden used with the said House							
Orchard							
Lawn or Field	3	0	28	Thomas Welladvice Andrews, Esquire			46 10 0
Piece of Land or Field	3	3	0				
Wood Ground	2	1	26				
Dwelling with Outbuildings and Garden	1	0	0	Samuel Noble	-	-	17 12 6
Ditto				John Boyd	-	-	35 0 0
Antigallican Arms Public House, with Shed and Yard				Mary Stedman Berkeley			105 0 0
Barnfield Cottage, with Outbuildings and Garden	1	0	0				
Cherry Tree House, with Outbuildings and Garden	3	3	31	Charlotte Smith	-	-	105 0 0
Marsh Garden	4	0	13	William Bayley junior	-	-	14 6 0
Piece of Marsh Land	11	0	36	William Simmonds	-	-	39 0 0
Ditto				Ditto	-	-	
Cottage and Garden	1	0	0	Late Alexander Harper	-	-	20 0 0
Garden, late Orchard	1	1	12	Henry Farmer Turtle	-	-	4 4 0
Asparagus Garden	5	2	32	William Hatcher	-	-	30 0 0
Arable Land	0	3	18	William Pershouse			145 0 0
Ditto or Meadow	3	0	37				
Ditto	13	3	34				
Ditto	5	1	11				
Ditto	6	0	30				
Ditto	4	2	34				
Ditto	5	1	11				
Ditto	10	0	7				
Ditto	8	1	33				
Farmyard, with Barns and Stables	1	0	0				

Premises.	Quantities by Estimation.			Names of Tenants or Lessees.	Rents.		
	A.	R.	P.		£	s.	d.
Piece of Marsh Meadow Land - - -	2	3	13	William Pershouse -	159	5	0
Ditto - - - - -	2	0	0				
Ditto - - - - -	1	3	20				
Ditto - - - - -	2	3	14				
Ditto - - - - -	4	3	31				
Ditto - - - - -	2	3	9				
Ditto - - - - -	7	1	17				
Ditto - - - - -	2	2	15				
Ditto - - - - -	5	3	26				
Ditto - - - - -	8	2	18				
Ditto - - - - -	7	2	26				
Cottage and Garden, late Part of Anti-gallican Arms - - -	0	1	17				
Ditto - - - - -				Arthur Lisk - - -	12	0	0
Piece of Marsh Land - - - - -	8	1	23	David Moore - - -	30	14	0
Cherry Tree Meadow - - - - -	1	0	39	Daniel Scudds - - -	6	6	0
Piece of Marsh Land - - - - -	14	1	11	Peter Rolt - - -	42	0	0
Sharesby Field, a Market Garden - - -	13	1	24	John Boyd - - -	100	0	0
Piece of Marsh Land - - - - -	3	1	17				
Two Cottages in Charlton Village - - -	0	0	9	James Barrett - - -	20	0	0
Marsh Garden - - - - -	2	0	2	William Daly - - -	9	4	0
Piece of Marsh Land - - - - -	4	0	0	William Matthews - - -	14	0	0
The Roughs and the Sand-pit Field - - -	10	0	18	Samuel Watts - - -	22	0	0
Piece of Marsh Land - - - - -	5	3	21	George Ives - - -	24	13	6
Market Garden - - - - -	4	0	13	Samuel Bayley - - -	22	10	0
Ditto - - - - -	2	1	22				
A Pasture Field, with Sand-pits, Railway, and Wharf, at a sleeping Rent (the working Rent being £710 per Acre, subject to the sleeping Rent) - - -	23	0	35	Lewis Glenton - - -	100	0	0
Piece of Marsh Land - - - - -	0	3	8	Ditto - - -	3	3	0
Ditto - - - - -	6	0	0	Ditto - - -	27	6	0
Cottage and Garden, late Mrs. Cooper - - -	1	2	36	Daniel Frith - - -	17	0	0
Ditto - - - - -				Thomas Weekes - - -	14	14	0
Part of a Cottage, late Ditto - - - - -	1	2	36	Ditto - - -	3	3	0
Cottage and Garden, late Ditto - - - - -				Charles Yewen - - -	18	0	0
Piece of Garden Ground, late Ditto - - -				John Dobbs - - -	2	0	0
Cottage and Garden, late Ditto - - - - -				Stephen Wallace. - - -	17	0	0

ESTATE IN WOOLWICH.

Description of Premises.	Where situate.	Tenants or Occupiers.	Rents.
			£ s. d.
Message or Tenement, Yard, Out-houses, and Appurtenances - - -	High Street - - -	James Cooper - - -	14 0 0
Ditto - - - - -	Ditto - - -	Robert Davies - - -	14 0 0
Public House - - - - -	Ditto - - -	Messrs. Hoare - - -	140 0 0
Message or Tenement, Yard, Out-houses, and Appurtenances - - -	Ditto - - -	Elizabeth King - - -	10 10 0
Ditto - - - - -	Ditto - - -	Thomas Law - - -	12 0 0
Ditto - - - - -	Ditto - - -	James Butterfield - - -	11 0 0
Ditto - - - - -	Ditto - - -	Charles Matthews - - -	4 0 0
Ditto - - - - -	Ditto - - -	Thomas Armstrong - - -	16 0 0
Ditto - - - - -	Ditto - - -	Philip Burton - - -	12 1 0
Ditto - - - - -	Ditto - - -	Ann Sunnex - - -	7 0 0

[Private.]

Description of Premises.	Where situate.	Tenants or Occupiers.	Rents.		
			£	s.	d.
Message or Tenement, Yard, Out- houses, and Appurtenances }	High Street - -	James Turk - -	12	12	0
Ditto - - - -	Ditto - - - -	George Burke - -	12	12	0
Ditto - - - -	Ditto - - - -	Joseph Broadbent - -	12	12	0
Ditto - - - -	Ditto - - - -	Stephen Burley - -	12	12	0
Ditto - - - -	Ditto - - - -	James Edwards - -	12	12	0
Ditto - - - -	Ditto - - - -	James Birchfield - -	12	12	0
Stable and Garden - -	Ditto - - - -	James Watts - -	1	10	0
Message or Tenement, Yard, Out- houses, and Appurtenances }	Ditto - - - -	John Hutchinson - -	12	0	0
Ditto - - - -	Ditto - - - -	William Dufton - -	10	0	0
Ditto - - - -	Ditto - - - -	Samuel Crews - -	9	0	0
Ditto - - - -	Ditto - - - -	William West - -	6	6	0
Ditto - - - -	Ditto - - - -	William Hatcher - -	10	0	0
Ditto - - - -	Ditto - - - -	John Long - -	9	9	0
Ditto - - - -	Ditto - - - -	James Snapall - -	12	0	0
Ditto - - - -	Ditto - - - -	Reuben Hawkes - -	6	0	0
Ditto - - - -	Globe Lane - -	William Castle - -	8	0	0
Ditto - - - -	Ditto - - - -	Henry Swansland - -	7	0	0
Ditto - - - -	Ditto - - - -	John Scott - -	8	0	0
Ditto - - - -	Ditto - - - -	James Harwood - -	8	0	0
Ditto - - - -	Ditto - - - -	James Carey - -	7	0	0
Ditto - - - -	Ditto - - - -	Charles Brighurst - -	6	6	0
Ditto - - - -	Ditto - - - -	George Bury - -	6	6	0
Ditto - - - -	Ditto - - - -	Joseph Bury - -	6	6	0
Ditto - - - -	Ditto - - - -	Untenanted. - -			
Ditto - - - -	Ditto - - - -	Robert Wickham - -	7	0	0
Ditto - - - -	Ditto - - - -	Joseph Henderson - -	5	5	0
Ditto - - - -	Ditto - - - -	Untenanted. - -			
Ditto - - - -	Ditto - - - -	Alexander Joull - -	6	6	0
Ditto - - - -	Ditto - - - -	Samuel Watts - -	1	10	0
Stable - - - -					
Message or Tenement, Yard, Out- building, and Appurtenances }	Waterside - - - -	Solomon West - -	9	0	0
Ditto - - - -	Ditto - - - -	Edmund Burden - -	9	0	0
Ditto - - - -	Ditto - - - -	Edward Rounds - -	8	0	0
Ditto - - - -	Ditto - - - -	William Warren - -	7	0	0
Ditto - - - -	Ditto - - - -	George Hiscock - -	6	0	0
Ditto - - - -	Ditto - - - -	Henry Peshett - -	8	8	0
Ditto - - - -	Ditto - - - -	William Calver - -	4	0	0
Ditto - - - -	Ditto - - - -	Robert Wickham - -	6	0	0
Ditto - - - -	Ditto - - - -	Maria Elliott - -	10	10	0
Ditto - - - -	Ditto - - - -	Stephen Munyard - -	10	10	0
Ditto - - - -	Ditto - - - -	Richard Allen - -	10	10	0
Ditto - - - -	Ditto - - - -	Joseph Jowert - -	10	10	0
Ditto - - - -	Ditto - - - -	William Hornsey - -	10	10	0
Ditto - - - -	Ditto - - - -				
Ditto - - - -	Ditto - - - -	Samuel Watts - -	16	0	0
Ditto - - - -	Ditto - - - -				
Ditto - - - -	Ditto - - - -	John Giles - -	6	0	0
Ditto - - - -	Ditto - - - -	Laurence Berry - -	7	0	0
Ditto - - - -	Ditto - - - -	Untenanted. - -			
Ditto - - - -	Ditto - - - -	Untenanted. - -			
Ditto - - - -	Ditto - - - -	James Ellis - -	6	6	0
Ditto - - - -	Ditto - - - -	Absej Hopkins - -	6	0	0
Ditto - - - -	Ditto - - - -	James Hooke - -	6	0	0
Ditto - - - -	Ditto - - - -	Richard Boniface - -	6	0	0
Ditto - - - -	Ditto - - - -	John Wall - -	6	0	0
Ditto - - - -	Ditto - - - -	Elizabeth Mend - -	4	0	0
Ditto - - - -	Ditto - - - -	William Dunbar - -	6	0	0
Ditto - - - -	Ditto - - - -	George Crews - -	9	0	0
Ditto - - - -	Ditto - - - -	Edward Smith - -	8	0	0

Description of Premises.	Where situate.	Tenants or Occupiers.	Rents.		
			£	s.	d.
Message or Tenement, Yard, Out- building, and Appurtenances	Waterside	William Doughty	8	0	0
Ditto	Ditto	Thomas Sarjeant	9	0	0
Ditto	Ditto	Berry Bolter	8	0	0
Ditto	Ditto	Edward Bryant	10	0	0
Ditto	Ditto	William Ball	6	0	0
Ditto	Ditto	John Davis	6	6	0
Message or Tenement, Yard, Out- houses, and Appurtenances	Meeting House Lane	William Castle	8	0	0
Ditto	Ditto	James Swain	7	0	0
Ditto	Ditto	Benjamin Miller	8	0	0
Ditto	Ditto	James Thomas	6	6	0
Ditto	Ditto	William Stevens	8	0	0
Ditto	Ditto	William Smith	5	0	0
Ditto	Ditto	Michael Jarvey	6	0	0
Ditto	Ditto	Untenanted.			
Ditto	Ditto	William Trodd	6	0	0
Ditto	Ditto	George Barnett	5	0	0
Ditto	Ditto	Robert Bates	7	0	0
Ditto	Ditto	John Griffiths			
Ditto	Ditto	Widow Stapleton	7	0	0
Ditto	Ditto	James Buckland	7	0	0
Ditto	Ditto	Untenanted.			
Ditto	Ditto	William Martin	7	0	0
Ditto	Ditto	Robert Abraham	8	0	0
Ditto	Ditto	John Sides	7	0	0
Ditto	Ditto	Edward Burnett	6	0	0
Ditto	Ditto	John Connelly	7	0	0
Ditto	Ditto	Alexander Henderson	7	0	0
Ditto	Ditto	Dennis Carelen	9	0	0
Ditto	Ditto	Thomas Reynolds	5	4	0
Ditto	Ditto	John Allen	7	0	0
Ditto	Ditto	Joseph Forster	8	0	0
Ditto	Ditto	Shadrach Waller	8	0	0
Ditto	Ditto	Jenkin Evans	8	0	0
Ditto	Ditto	Untenanted.			
Ditto	Ditto	Nathaniel Whorwell	6	6	0
Ditto	New Court	Untenanted.			
Ditto	Ditto	Thomas Law	5	0	0
Ditto	Ditto	Thomas Pelham	8	8	0
Ditto	Ditto	William Atkins	8	8	0
Ditto	Ditto	John Warren Hawkes	8	8	0
Ditto	Ditto	John Spalding	6	0	0
Ditto	Ditto	Thomas Crout	5	5	0
Ditto	Ditto	Samuel Levett	7	0	0
Ditto	Ditto	George Rose	6	0	0
Ditto	Ditto	Stephen Harwood	8	8	0
Ditto	Ditto	William Robinson	8	8	0
Ditto	Ditto	Samuel Taylor	8	8	0
Ditto	Ditto	John Sutherland	8	8	0
Ditto	Ditto	William Hales	8	8	0
Ditto	Warren Lane	Martin Gurney	6	6	0
Ditto	Ditto	James Spalding	10	0	0
Ditto	Ditto	William Dwyer	10	0	0
Ditto	Ditto	Thomas Trodd	5	5	0
Ditto	Ditto	Andrew Muckle	5	5	0
Ditto	Ditto	Sarah Wain	5	5	0
Ditto	Ditto	Samuel Hinton	6	0	0
Ditto	Ditto	John William Barker	5	5	0
Ditto	Ditto	John Smith	6	0	0
Ditto	Ditto	Henry Bret	6	0	0
Ditto	Ditto	John Besfor	6	0	0

Description of Premises.	Where situate.	Tenants or Occupiers.	Rents.
			£ s. d.
Messuage or Tenement, Yard, Out- houses, and Appurtenances - }	Warren Lane -	Emanuel Skipper -	6 0 0
Ditto - - - - -	Ditto - - - - -	Thomas Luck - - -	7 0 0
Ditto - - - - -	Ropeyard Rails -	Robert Arnold - - -	7 0 0
Ditto - - - - -	Ditto - - - - -	William Powell - - -	6 0 0
Ditto - - - - -	Ditto - - - - -	William Ball - - -	6 0 0
Ditto - - - - -	Ditto - - - - -	Untenanted.	
Ditto - - - - -	Ditto - - - - -	Ditto.	
Ditto - - - - -	Ditto - - - - -	Ditto.	

S. Watts.

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