ANNO DUODECIMO & DECIMO TERTIO

VICTORIÆ REGINÆ.

****

Cap. 4.

An Act for confirming Two several Indentures of Lease, dated respectively the Twenty-sixth Day of *June* One thousand seven hundred and eighty-six, respectively granted by the Dean and Chapter of the Cathedral and Metropolitical Church of *Christ Canterbury* and *Henry Penton* to *Thomas Clutton* of Hereditaments situate at *Walworth* in the Parish of *Saint Mary Newington* in the County of *Surrey*, and for settling the Boundaries of the Hereditaments thereby intended to be demised.

[13th *July* 1849.]

Lease from Dean and Chapter of Canterbury to Henry Penton, Esq. dated 29th June 1771

WHEREAS by Indenture of Lease dated the Twenty-ninth Day of *June* One thousand seven hundred and seventy-one the Dean and Chapter of the Cathedral and Metropolitical Church of *Christ Canterbury* demised unto *Henry Penton* of the City of *Winchester*, Esquire, all that their Site and Court Lodge of their Manor of *Walworth*, and Twenty-eight Acres of Land in Two Crofts, a Piece of Land called the *Pound Close*, containing by Estimation

Estimation Seven Acres, a Field called *Rush Croft*, containing Twelve Acres, a Field called *Heird's Sheds*, containing Thirteen Acres, a Field called the *Great Gallow Field*, containing Thirteen Acres and One Rood, and One other Field called *Little Gallow Field*, containing Eleven Acres, Two Crofts of Land lying at the nether End of *Lorymore*, containing Six Acres and One Rood, Nine Acres of Land inclosed, and One Acre of Land called *Alexander Acre*, lying beside the *Moon Close*, Thirty-eight and a Half Acres lying in *Walworth Common Field*, in divers Parcels and Furlongs, with the *Pittacre*, and also all those Three Acres of Arable Land lying in *Home Field*, leading to the King's Highway North-east to *Walworth Common*, and the Lands then or late of *John Clarke* South to the Land then or late of *John Hale* South-west and North, and also all those Two Acres of Land in *Horsemonger Lane* bounding West upon the Lands then or late of *Richard Bastock* or his Assigns, and South upon *Bell Garden*, and One Cottage with a little Croft in *Walworth*, called the *Corner House*, and also all that Piece or Parcel of Land then lately inclosed, and called or known by the Name of *Lorymore* otherwise *Latamore* otherwise *Lowermore Common*, containing about Sixteen Acres of dry Land and about Three Acres covered with Water (were the same more or less), all which said Pieces or Parcels of Land were situate, lying, and being in the Parish of *Newington* in the County of *Surrey*, to hold the same unto the said *Henry Penton*, his Executors, Administrators, and Assigns, from the Feast of the Nativity of *Saint John the Baptist* then last, for the Term of Twenty-one Years, under the yearly Rents and subject to the Covenants therein mentioned: And whereas by an Act of Parliament made in the Fourteenth Year of the Reign of His Majesty King *George* the Third,
14 G. 3. c. 43. intituled *An Act for enabling the Dean and Chapter of* Canterbury, Henry Penton *Esquire, and* Thomas Brandon *to grant Building Leases, pursuant to Two several Agreements entered into for that Purpose*, after reciting the said Indenture of Lease of the Twenty-ninth Day of *June* One thousand seven hundred and seventy-one, it was among other things enacted, that it should and might be lawful to and for the said Dean and Chapter and their Successors, and the said *Henry Penton*, his Executors, Administrators, and Assigns, jointly, and they severally and respectively were thereby fully empowered and authorized, notwithstanding any Statute or Statutes or Act or Acts of Parliament theretofore named and then in force, from Time to Time, by Indenture or Indentures duly executed under the Seal of the said Dean and Chapter, and also under the Hand and Seal and Hands and Seals of the said *Henry Penton*, his Executors, Administrators, and Assigns, to make any Demise or Lease, Demises or Leases, of all or any Part or Parts of the said several Tenements, Lands, and Premises to the said *Henry Penton* demised, and in the said herein-before recited Indenture of Lease particularly mentioned and described, and also of all Ways, Waters, Watercourses, Rights, Easements, Liberties, Privileges, Profits, Commodities, Advantages, and Appurtenances whatsoever thereto belonging or in anywise appertaining, to any Person or Persons, for any Term or Number of Years not exceeding Ninety-nine Years, to take effect in possession, and not in reversion or remainder or by way of future Interest, for the Purpose of making any new Buildings, Erections, or Improvements

ments on the same or any Part or Parts thereof respectively, at the best and most improved yearly Rent or Rents that could be reasonably gotten or obtained for the same Premises, or such Part or Parts thereof as should be so demised, without taking any Fine, Premium, or Foregift, or any Sum or Sums of Money or other Thing in the Nature of a Fine, Premium, or Foregift, for the making of any such Lease or Leases, and so as the Rent or Rents were reserved and made payable quarterly during every Year of the Term or Terms so to be demised as aforesaid, and that One Moiety or Half Part of the Rent or Rents to be reserved in respect of the said Premises so demised to the said *Henry Penton*, or any Part or Parts thereof, for and during the Continuance of the Term or Terms of Years to be granted of the said Premises or any Part or Parts thereof, were made payable to the said Dean and Chapter and their Successors, and that the other Moiety of the Rent or Rents to be reserved in respect of the said Premises were reserved and made payable to him the said *Henry Penton*, his Executors, Administrators, and Assigns, (except with respect to the first Two Years of such Term or Terms so to be granted by the said Dean and Chapter or their Successors, or the said *Henry Penton*, his Executors, Administrators, or Assigns, for which respective first Two Years only One Peppercorn should be yearly reserved,) and so as that all and every such Lease and Leases so to be granted were made under the following Restrictions, that is to say, that no such Demise or Lease should be valid in the Law unless there should be therein contained a Condition of Re-entry on Nonpayment of the Rent or Rents thereby to be respectively reserved, and unless the respective Lessee or Lessees to whom such Lease or Leases should be respectively made executed a Counterpart or Counterparts of his, her, or their respective Lease or Leases, and did thereby covenant for the Payment of the Rent or Rents to be thereby respectively reserved, and to build and keep in repair the Messuages and Buildings intended and agreed to be built by such Lessees respectively, and so as there were contained in such Leases respectively all such Conditions, Covenants, Articles, and Agreements, on the Part of the Lessee or the respective Lessees, and their respective Executors, Administrators, and Assigns, to be kept, done, and performed, as were or should be usual or proper in such Cases:

Lease to Henry Penton, Esq., dated 27th June 1778.

And whereas by Indenture of Lease dated the Twenty-seventh Day of *June* One thousand seven hundred and seventy-eight, the said Dean and Chapter, in consideration of the Surrender of the said before-recited Indenture of Lease of the Twenty-ninth Day of *June* One thousand seven hundred and seventy-one, as for divers other good Causes and Considerations, demised unto the said *Henry Penton*, his Executors, Administrators, and Assigns, the Premises in the said first Indenture of Lease of the Twenty-ninth Day of *June* One thousand seven hundred and seventy-one comprised, from the Feast Day of *Saint John the Baptist* then last for the Term of Twenty-one Years, under the Rents and subject to the Covenants therein mentioned:

Lease to Henry Penton, dated 25th June 1785.

And whereas by Indenture of Lease dated the Twenty-fifth Day of *June* One thousand seven hundred and eighty-five the said Dean and Chapter, in consideration of the Surrender of the said recited Indenture of Lease of the Twenty-seventh Day of *June* One thousand seven hundred and seventy-eight, and for other the Considerations therein

therein mentioned, did demise unto the said *Henry Penton*, his Executors, Administrators, and Assigns, the Premises in the said recited Indenture of Lease of the Twenty-ninth Day of *June* One thousand seven hundred and seventy-one and the Twenty-seventh Day of *June* One thousand seven hundred and seventy-eight comprised, to hold from the Feast Day of *Saint John the Baptist* then last for the Term of Twenty-one Years, under the Rents and subject to the Covenants therein mentioned: And whereas by Indenture of Lease dated the Twenty-sixth Day of *June* One thousand seven hundred and eighty-six, made between the said Dean and Chapter and *Henry Penton* of the one Part, and *Thomas Clutton* of *Walworth* aforesaid, Gentleman, of the other Part, the said Dean and Chapter and *Henry Penton*, in pursuance of the Powers by the said Act of Parliament conferred, and in consideration of the Rents and Covenants therein reserved and contained, on the Part and Behalf of the said *Thomas Clutton*, his Executors, Administrators, and Assigns, to be paid and performed, and of the Costs and Charges that the said *Thomas Clutton* had been at, laid out, and expended, and would be at, lay out, and expend, in the erecting and building of several Brick Messuages or Tenements on the Piece or Parcel of Land therein-after mentioned, demised unto the said *Thomas Clutton* all that Piece or Parcel of Land situate in the Parish of *Newington* aforesaid, lying on the West Side of a Footway leading from the Manor House at *Walworth* to *Newington* Church, containing in front next the said Footway Five hundred Feet or thereabouts, and in Depth Two hundred Feet or thereabouts, abutting North, South, and West on Land belonging to the said Dean and Chapter and *Henry Penton* Esquire, in the Occupation of the said *Thomas Clutton*, together with all such Messuages or Tenements as were then erecting and building, or should at any Time during the now-stating Demise be erected and built, on the said Piece or Parcel of Land or any Part thereof, to hold unto the said *Thomas Clutton*, his Executors, Administrators, and Assigns, from the Feast of *Saint Michael the Archangel* then next ensuing the Date thereof for the Term of Ninety-nine Years thence next ensuing, at the yearly Rent for the first Two Years of the said Term unto the said Dean and Chapter and *Henry Penton* of One Peppercorn, and at the yearly Rent for the remaining Ninety-seven Years of the said Term unto the said Dean and Chapter and their Successors of Twelve Pounds Ten Shillings, and unto the said *Henry Penton*, his Executors, Administrators, and Assigns, the like yearly Rent or Sum of Twelve Pounds Ten Shillings, both the said yearly Rents to be paid quarterly, as therein mentioned: And whereas by another Indenture of Lease dated the Twenty-sixth Day of *June* One thousand seven hundred and eighty-six, made between the said Dean and Chapter and *Henry Penton* of the one Part, and the said *Thomas Clutton* of the other Part, the said Dean and Chapter and *Henry Penton*, in pursuance of the Powers by the said Act of Parliament conferred, and in consideration of the Rents and Covenants therein reserved and contained, and on the Part and Behalf of the said *Thomas Clutton*, his Executors, Administrators, and Assigns, to be paid and performed, and of the Costs and Charges that the said *Thomas Clutton* had been at, laid out, and expended, and would be at, lay out, and expend, in the erecting and building of several Brick Messuages or Tenements upon the Piece

Building Lease, dated 26th June 1786.

Building Lease, dated 26th June 1786.

Piece or Parcel of Ground thereafter mentioned, demised unto the said *Thomas Clutton* all that Piece or Parcel of Ground situate, lying, and being in the Parish of *Newington* aforesaid, on the East Side of a Road leading from the Manor House at *Walworth* into the *Croydon* Road, containing in front next the said Road Five hundred Feet, little more or less, and in Depth Two hundred Feet, little more or less, and abutted North, South, and East on Land belonging to the said Dean and Chapter and *Henry Penton* Esquire in the Occupation of him the said *Thomas Clutton*, together with all such Messuages or Tenements as were then erecting and building or should be erected and built at any Time during the now-stated Demise upon the said Piece or Parcel of Land or any Part thereof, to hold unto the said *Thomas Clutton*, his Executors, Administrators, and Assigns, from the Feast Day of *Saint Michael the Archangel* then next ensuing the Date thereof for the Term of Ninety-nine Years thence next ensuing, at the yearly Rent for the first Two Years of the said Term unto the said Dean and Chapter and *Henry Penton* of One Peppercorn, and at the yearly Rent for the remaining Ninety-seven Years of the said Term unto the said Dean and Chapter and their Successors of Twelve Pounds Ten Shillings, and the said *Henry Penton*, his Executors, Administrators, and Assigns, the like yearly Rent or Sum of Twelve Pounds Ten Shillings, both the said yearly Rents to be paid quarterly as therein mentioned: And whereas by Indenture of Lease bearing Date the Twenty-fourth Day of *March* One thousand eight hundred and forty-five all the Premises, except the *Pittacre*, which were comprised in the said several in part recited Indentures of Lease of the Twenty-ninth Day of *June* One thousand seven hundred and seventy-one, the Twenty-seventh Day of *June* One thousand seven hundred and seventy-eight, and the Twenty-fifth Day of *June* One thousand seven hundred and eighty-five, were, by Reference to a Plan in the Indenture now in recital mentioned, demised by the Dean and Chapter of the Cathedral and Metropolitical Church of *Christ Canterbury* to *William Samuel Stratford* of *Verulam Buildings*, *Gray's Inn*, in the County of *Middlesex*, Gentleman, *Thomas Wetherell* of *Beauchamp Lodge*, *Hammersmith*, in the said County of *Middlesex*, Esquire, and *William Pennington* of *Montague Place*, *Russell Square*, in the said County of *Middlesex*, Esquire, *Thomas Fleming*, late of *Dulwich* in the County of *Surrey*, but then of *Champion Park*, *Camberwell*, in the said County, Esquire, and *Stephen Hall*, late of *Dulwich* aforesaid, but then of *Exeter* in the County of *Devon*, Doctor of Medicine, for the Remainder of the Term of Twenty-one Years from the Feast of *Saint John the Baptist* which was in the Year One thousand eight hundred and forty-one, subject to such Building Leases for long Terms of Years of any Part of the Premises thereby demised as had been theretofore granted by the said Dean and Chapter in conjunction with the said *Henry Penton* (or in conjunction with other Lessees therein named); and the same Demise contained an Exception and Reservation to the said Dean and Chapter and their Successors of the Rents reserved to the said Dean and Chapter and their Successors by such Building Leases: And whereas the Pieces or Parcels of Ground particularly mentioned in the Schedule hereunto annexed have from the Date of the said Two several Building Leases of the Twenty-sixth Day of *June* One thousand seven

Lease from Dean and Chapter of Canterbury to W. S. Stratford and others, dated 24th March 1845.

seven hundred and eighty-six been held and enjoyed by the said *Thomas Clutton* and those claiming under him as if the same Two several Leases were valid, and as if the Pieces or Parcels of Ground mentioned in the said Schedule had been comprised in the Demises thereby made or expressed to be made, or one of them, and the said *Thomas Clutton*, and those claiming under him, have from Time to Time since the granting of the same Building Leases erected and built on the said Pieces or Parcels of Ground divers Messuages or Tenements of very great Value, which are now standing thereon: And whereas *Zechariah Barrell* of *Mount Street, Grosvenor Square*, in the County of *Middlesex*, Gentleman, and *John Earratt* of *Leicester Street* in the same County, Gentleman, *James Taniere* of *Elborough Cottage, Charleton Kings*, in the County of *Gloucester*, Esquire, *Owen Clutton* of *Newington Place* in the County of *Surrey*, Gentleman, *John Clutton* of the same Place, Gentleman, and *Henry Clutton* of *Charles Street, Haymarket*, in the County of *Middlesex*, Architect, *John Peter Fearon* of *Great George Street, Westminster*, in the County of *Middlesex*, Gentleman, and *Robert Clutton* of *Hartswood* in the County of *Surrey*, Gentleman, claim to be entitled in various Shares and Proportions to the Estate and Interest heretofore of the said *Thomas Clutton* of and in the Pieces or Parcels of Ground and Premises comprised in the Two several herein-before in part recited Building Leases of the Twenty-sixth Day of *June* One thousand seven hundred and eighty-six, subject to divers Underleases affecting the same: And whereas divers Questions and Controversies have arisen between the said Dean and Chapter of *Canterbury* and the said *William Samuel Stratford, Thomas Wetherell, William Pennington, Thomas Fleming*, and *Stephen Hall*, and also between the said Dean and Chapter and the said last-mentioned Persons and the said *Zechariah Barrell, John Earratt, James Taniere*, and *Owen Clutton, John Clutton* and *Henry Clutton, John Peter Fearon* and *Robert Clutton*, and other the Persons claiming under the said Two several Building Leases of the Twenty-sixth Day of *June* One thousand seven hundred and eighty-six, as to the Validity of the said last-mentioned Leases, and it is apprehended that the same Leases may be considered to be void or voidable by reason that the same were not granted until after the Surrender by the said *Henry Penton* of the said Indenture of Lease of the Twenty-ninth Day of *June* One thousand seven hundred and seventy-one, and that the Terms expressed to be thereby created were granted to take effect in reversion, and that the same Leases do not contain any Covenants on the Part of the Lessees to build, and are not in other respects in conformity with the Provisions of the said Act of Parliament in pursuance of which the same purport to have been granted, and are not in accordance with the several Acts of Parliament now in force for regulating the granting of Leases by Ecclesiastics, and Doubts have also arisen whether the whole of the Pieces or Parcels of Ground particularly mentioned in the Schedule hereunto annexed, which since the granting of the said Building Leases have been held under or by virtue of the same Leases, was in fact therein comprised or intended to be thereby demised: And whereas it would occasion great Hardship to the Persons claiming the Terms created or expressed to be created by the said Two several Building Leases under or according

cording to which the said Pieces or Parcels of Ground, Messuages, or Tenements have been heretofore believed to be holden, and to the Undertenants and other Persons claiming derivative Interests in the same Hereditaments, if the said Dean and Chapter or their Successors, or any Person or Persons claiming under them, were to enforce the Right of avoiding the said Terms or either of them, or of ejecting any Person or Persons claiming under the said Building Leases or either of them from any Part of the Ground heretofore considered to have been thereby demised; and it is therefore desirable that the said Two several Building Leases should be confirmed, and that the several Pieces or Parcels of Ground which have heretofore been considered to have been comprised therein and demised thereby, and which have been held, enjoyed, and built upon accordingly, should, as between the said Dean and Chapter and their Successors, and all Persons claiming or to claim under them, and the Persons claiming or to claim under the same Building Leases, be declared to be the Premises which were actually comprised in and intended to be demised by the said Leases; but such Confirmation and Declaration cannot be effectually made without the Aid and Authority of Parliament: Therefore Your most dutiful and loyal Subjects the said Dean and Chapter of the Cathedral and Metropolitical Church of *Christ Canterbury*, and Your most dutiful and loyal Subjects *William Samuel Stratford*, *Thomas Wetherell*, *William Pennington*, *Thomas Fleming*, *Stephen Hall*, *Zechariah Barrell*, and *John Earratt*, *James Taniere* and *Owen Clutton*, *John Clutton* and *Henry Clutton*, *John Peter Fearon* and *Robert Clutton*, 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 the said Two several Indentures of Lease dated respectively the Twenty-sixth Day of *June* in the Year of our Lord One thousand seven hundred and eighty-six, respectively granted by the Dean and Chapter of the Cathedral and Metropolitical Church of *Christ Canterbury* and the said *Henry Penton* to the said *Thomas Clutton*, and every Clause, Article, Matter, and Thing therein respectively contained, shall be absolutely established and confirmed for and during the Term of Ninety-nine Years from the Day of the Feast of *Saint Michael the Archangel* One thousand seven hundred and eighty-six, and such Leases respectively are hereby declared to be and to have been from the Date and Execution thereof respectively binding, valid, and effectual, both at Law and in Equity, to all Intents and Purposes whatsoever, anything contained in the said herein-before recited Act of Parliament passed in the Fourteenth Year of His Majesty King *George* the Third, or any other Law or Statute, to the contrary thereof in anywise notwithstanding.

The Two Building Leases dated 26th June 1786 to be binding and valid.

II. And be it enacted, That all and singular the several Pieces or Parcels of Ground particularly described in the Schedule hereunto annexed, with the Messuages or Tenements and Buildings which are now or shall hereafter be erected and built thereon, shall be deemed and construed to be and to have been comprised in and demised by the

The Pieces of Ground described in Schedule to be deemed to have been

comprised in said Leases.

the said Indentures of Lease of the Twenty-sixth Day of *June* One thousand seven hundred and eighty-six, or One of them.

General Saving.

III. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every Persons and Person, Bodies Politic, Corporate, and Collegiate, his, her, and their Heirs, Executors, Administrators, and Successors, (other than and except the said Dean and Chapter, their Successors and Assigns, and the said *William Samuel Stratford*, *Thomas Wetherell*, *William Pennington*, *Thomas Fleming*, *Stephen Hall*, *Zechariah Barrell*, *John Earratt*, *James Taniere*, *Owen Clutton*, *John Clutton*, and *Henry Clutton*, *John Peter Fearon* and *Robert Clutton*, their respective Executors and Administrators, all such Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever, in, to, or out of the Pieces or Parcels of Ground, Messuages, or Tenements and Premises comprised in the Schedule hereunto annexed, or any of them, or any Part or Parts thereof, as they, any or every of them, had before the passing of this Act, or would have had, held, or enjoyed in case this Act had not been passed.

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

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

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SCHEDULE.

ALL that Piece or Parcel of Land or Ground situate in the Parish of Saint Mary Newington in the County of Surrey on the West Side of the Road (formerly a Footway) leading from the Manor House at Walworth to Newington Church, abutting East on the said Road, North in part on Land or Ground now or formerly of Mr. Robson, in other Part on Land or Ground now or formerly of Mr. Day, and in other Part on Land or Ground formerly called Brandons Garden, South on Penton Street, formerly called Amelia Street, West on Part of the Road leading from the said Manor House at Walworth to the Croydon Road, together with all and singular the several Messuages or Tenements and Buildings erected thereon or on some Part thereof, comprising Arnold's Place, the North Side of Penton Street, the East Side of Penton Place, North of Penton Street, Arnold's Paragon, and the Coach-houses and Stables adjoining on the East Side, and Paragon Place, and the Messuage or Tenement called the Paragon House, with their and every of their Rights, Members, and Appurtenances.

And also all that other Piece or Parcel of Land or Ground situate in the said Parish of Saint Mary Newington on other Part of the said West Side of the said Road (formerly a Footway) leading from the said Manor House to Newington Church aforesaid, abutting East on the said Road, North on Penton Street aforesaid, South in part on the Gardens to the Houses called Manor Place, the North Side of the Street there, and in other Part of the South on Ground demised by the said Dean and Chapter in conjunction with the then Lessees of the Walworth Manor Estate with the Manor House to one Roger Smith, by Lease bearing Date the Thirtieth of June One thousand eight hundred and eight, for the Term of Seventy-seven Years from Midsummer then last, and West partly on the same Ground so demised to the said Roger Smith, and partly on other Part of the said Road leading from the said Manor House to the Croydon Road, together with all and singular the Messuages or Tenements and Buildings erected thereon or on some Part thereof, comprising the West Side of Church Street, the South Side of Penton Street, the East Side of Penton Place, South of Penton Street, up to and including the Clarence Public House, also Clarence Passage, Ellis's Square, and several Coach-houses, Stables, and Sheds in and at the Rear of the West Side of Church Street, also at the

Rear of the South Side of Penton Street, and the East Side of Penton Place, with their and every of their Rights, Members, and Appurtenances.

Jame Corner,
Surveyor.

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