ANNO OCTAVO & NONO

VICTORIÆ REGINÆ.

Cap. 15.

An Act for granting Building and Farming Leases of the Estates in *Surrey* devised by the Will of the Right Honourable *Frederick John* Lord *Monson* deceased; and for other Purposes.

[31st *July* 1845.]

Will of Frederick John Lord Monson, dated 5th August 1841.

WHEREAS the Right Honourable *Frederick John* Lord *Monson* Baron *Monson* of *Burton* in the County of *Lincoln*, deceased, by his last Will and Testament in Writing, bearing Date the Fifth Day of *August* One thousand eight hundred and forty-one, and duly executed and attested, limited and appointed, gave and devised, freed and discharged from all his Debts, and all Annuities, Legacies, and Bequests, the Manors of *Gatton* and *Linkfield*, and divers Hereditaments situate, lying, and being and arising in the several Parishes or Places of *Gatton*, *Merstham*, *Chipstead*, and *Reigate*, in the County of *Surrey*, to the Uses therein and herein-after mentioned or referred to of and concerning the same; (that is to say,) after the Limitation of certain Uses for the Benefit of his the said Testator's Sons and remoter Issue Male, which Uses never arose, to the Use of his Uncle the Right Honourable *John* Earl of *Mexborough*, and the Honourable *Anthony John Ashley* of *Grosvenor Square* in the County of *Middlesex*, their Executors and Administrators, for the Term of Ninety-nine Years, if his the Testator's Mother, the Right Honourable *Sarah Elizabeth* Countess *Brooke* and Countess

of *Warwick*, the Wife of the Right Honourable *Henry Richard* Earl *Brooke* and Earl of *Warwick*, should so long live, to be computed from his the said Testator's Death, without Impeachment of Waste, nevertheless upon trust to permit the said *Sarah Elizabeth* Countess *Brooke* and Countess of *Warwick* and her Assigns during the same Term to possess and enjoy all the Hereditaments comprised in such Term, and to receive the Rents, Issues, and Profits thereof for her and their own sole and separate Use and Benefit; and from and after the Determination of the said Term of Ninety-nine Years, determinable as aforesaid, and in the meantime subject thereto and to the Trusts thereof, to the Uses therein declared and herein-after mentioned of and concerning the same Hereditaments; (that is to say,) to the Use of his the said Testator's Cousin *William John Monson* Esquire, by Mistake in the said Will called *William Monson* Esquire, (the only Son of his the said Testator's Great Uncle the Honourable Colonel *William Monson* deceased,) and his Assigns, for his Life, without Impeachment of Waste, with Remainder to the Use of his the said Testator's Brother the Right Honourable *George Guy Greville*, commonly called Lord *Brooke*, and the Reverend *Henry Deane* of *Gillingham* in the County of *Dorset*, Clerk, and their Heirs, during the Life of the said *William John Monson*, in trust to preserve contingent Remainders; and after the Decease of the said *William John Monson*, to the Use of the First and all and every other Son and Sons of the said *William John Monson* then born, or which during the said Testator's Life might be born, severally, successively, and in remainder according to their respective Seniorities, for their respective Lives, without Impeachment of Waste, with Remainder to the Use of the said *George Guy* Lord *Brooke* and *Henry Deane*, and their Heirs, during the Lives of the same respective Sons, to preserve contingent Remainders, with Remainder to the Use of the First and other Son and Sons of their respective Bodies, severally, successively, and in remainder according to their respective Seniorities in Tail Male; and for default of such Issue, to the Use of all and every the Son and Sons of the said *William John Monson* who should be born after his the Testator's Decease, severally and successively, and in remainder as they should respectively be in Priority of Birth and Seniority of Age in Tail Male; and for default of such Issue, to the Use of his the said Testator's Great Uncle the Honourable *Thomas Monson* and his Assigns for his Life, without Impeachment of Waste; with Remainder to the Use of the said *George Guy* Lord *Brooke* and *Henry Deane*, and their Heirs, during the Life of the said *Thomas Monson*, in trust to preserve contingent Remainders; with Remainder to the Use of his the said Testator's Cousin the Reverend *John Joseph Thomas* (by Mistake in the said Will called *John*) *Monson* (the eldest Son of his the said Testator's great Uncle *Thomas Monson*) and his Assigns for his Life, without Impeachment of Waste; with Remainder to the Use of the said *George Guy* Lord *Brooke* and *Henry Deane*, and their Heirs, during the Life of the said *John Joseph Thomas Monson*, in trust to preserve contingent Remainders; with Remainder to the Use of the First and all and every other Son and Sons of the said *John Joseph Thomas Monson* then born, or which during his the said Testator's Life might be born, severally, successively, and in remainder according to their

respective Seniorities, for their respective Lives, without Impeachment of Waste; with Remainder to the Use of the said *George Guy* Lord *Brooke* and *Henry Deane*, and their Heirs, during the Life or respective Lives of such Son or Sons, upon trust to preserve contingent Remainders; with Remainder, after the Decease or respective Deceases of such First or other Son and Sons of the said *John Joseph Thomas Monson* then born, or to be born during his the said Testator's Lifetime, to the Use of the First and other Son and Sons of their respective Bodies, severally, successively, and in remainder according to their respective Seniorities in Tail Male; with Remainder to the Use of all and every the Son and Sons of the said *John Joseph Thomas Monson* who might be born after his the said Testator's Decease, severally, successively, and in remainder in Tail Male; with Remainder to the Use of the Second and all and every other Son and Sons of the said *Thomas Monson* then born, or which during his the said Testator's Life might be born, severally, successively, and in remainder according to their respective Seniorities, for their respective Lives, without Impeachment of Waste; with Remainder to the Use of the said *George Guy* Lord *Brooke* and *Henry Deane*, and their Heirs, during the Life or respective Lives of such Son or Sons, upon trust to preserve contingent Remainders; with Remainder, from and after the Decease or respective Deceases of such Second and other subsequently born Son and Sons of the said *Thomas Monson*, then born or to be born during his the said Testator's Lifetime, to the Use of the First and other Son and Sons of their respective Bodies, severally, successively, and in remainder according to their respective Seniorities in Tail Male; with Remainder to the Use of all and every the Son and Sons of the said *Thomas Monson* who might be born after his the said Testator's Decease, severally, successively, and in remainder in Tail Male; with Remainder to the Use of his the said Testator's own right Heirs for ever; and the said Testator did thereby declare his Will and Mind to be, that it should be lawful for and he did direct the said *George Guy* Lord *Brooke* and *Henry Deane*, and the Survivor of them, and the Heirs of such Survivor, if the Right Honourable *Theodosia* Lady *Monson*, the Wife of the said Testator, should be living at the Time of the Decease of the said *Sarah Elizabeth* Countess *Brooke* and Countess of *Warwick*, by any Deed or Deeds, Writing or Writings, to be sealed and delivered by them the said Trustees or Trustee in the Presence of and attested by Two or more credible Witnesses, to limit and appoint, within One Calendar Month after the Decease of his the said Testator's Mother, unto or upon trust for his the said Testator's said Wife, One annual Sum or yearly Rent-charge of One thousand Pounds, free from all Deductions whatsoever, such annual Sum to commence from the Decease of his the said Testator's Mother, and to be charged upon and issuing out of all or any Part of the Fee Simple Estate thereinbefore appointed and devised; and for the Purpose of securing the due Payment of the said annual Sum the said Testator did thereby authorize and empower his said Trustees, or the Survivor of them, or his Heirs, to give to his said Wife, or any Trustee to be appointed by her, the usual Powers of Distress and Entry, and Perception of the Rents and Profits, upon and out of the Estates which might be so charged, and to demise, limit, and appoint to the said *Thomas Monson*,

Monson, or his Executors, Administrators, or Assigns, a Term of Five hundred Years, to commence from the Time of the Limitation thereof, without Impeachment of Waste, of and in the same Hereditaments to be so charged as last aforesaid, upon proper Trusts for securing the said annual Income; and the said Testator did direct and declare that if the said last-mentioned Power should be exercised, the Exercise of such Power should be considered by his the said Testator's said Wife and the said *Thomas Monson*, or his Executors, Administrators, or Assigns, a full Performance of the Covenant contained in the Settlement made on his the said Testator's Marriage with his said Wife, whereby he covenanted, if his said Wife should be living at the Time of the Decease of the said *Sarah Elizabeth* Countess *Brooke* and Countess of *Warwick*, within One Calendar Month after the Decease of his Mother to settle and secure a clear annual Sum or yearly Rent-charge of One thousand Pounds unto and for the Benefit of his said Wife for her Life, in addition to the annual Sum of One thousand Pounds by his said Settlement limited and appointed as therein mentioned; and the said Testator gave and devised all his Copyhold Hereditaments in the County of *Surrey* unto and to the Use of the said *George Guy* Lord *Brooke* and his Heirs, according to the Custom of the Manor or Manors of which the same were or might be holden, upon trust, out of the Rents and Profits of such Hereditaments, or by mortgaging the same or any Part thereof, to raise and levy the Amount of such Fines and Fees, and Costs and Charges, as might be required, at any Time or Times and from Time to Time, for the Admission and Admissions of him the said *George Guy* Lord *Brooke* or his Heirs to the same Copyhold Hereditaments, or any of them, or in relation thereto, and also by all or any of the Ways and Means aforesaid to pay the Quit Rents and other Rents which then were or might be due at any Time or from Time to Time for the same Copyhold Hereditaments, and, so subject, to hold all such Copyhold Hereditaments upon such Trusts, and for such Intents and Purposes, and with, under, and subject to such Powers and Declarations, as would best or most nearly correspond with the Uses, Trusts, Intents, and Purposes, Powers and Declarations, therein-before limited, expressed, and declared of and concerning the Freehold Hereditaments in the County of *Surrey* appointed or devised by his the said Testator's said Will, so far as the different Nature of the Tenures of the same Copyhold and Freehold Hereditaments respectively, and the Custom or Customs of the same Manors, and the Rules of Law and Equity, would permit; and the said Testator appointed the said *George Guy* Lord *Brooke* and *Henry Deane* Executors of his said Will: And whereas the said *Frederick John* Lord *Monson* departed this Life on or about the Seventh Day of *October* One thousand eight hundred and forty-one, without having altered or revoked his said Will, and without ever having had any Issue, and leaving his Aunt *Charlotte Monson* his Heiress at Law, and the same Will was on or about the Seventh Day of *December* One thousand eight hundred and forty-one duly proved by the said *George Guy* Lord *Brooke* alone in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the said *William John Monson*, in the said Will called by Mistake *William Monson*, upon the Decease of the said *Frederick John* Lord *Monson* became

became and now is Baron *Monson*: And whereas the said *William John* Lord *Monson* had at the Time of the Decease of the said Testator Five Sons, (that is to say,) the Honourable *William John Monson* his eldest Son, the Honourable *Debonnaire John Monson* his Second Son, the Honourable *Edmund John Monson* his Third Son, the Honourable *Charles John Monson* his Fourth Son, and the Honourable *Evelyn John Monson* his Fifth Son, and all the said Sons of the said *William John* Lord *Monson* are now living, and are under the Age of Twenty-one Years, and unmarried, and no other Son has been born to the said *William John* Lord *Monson* since the Decease of the said Testator: And whereas the said *Thomas Monson* had at the Time of the Decease of the said Testator *Frederick John* Lord *Monson* Two Sons, and no more, (that is to say,) the said Reverend *John Joseph Thomas Monson*, called by Mistake in the said Will the Reverend *John Monson* his eldest Son, and *Thomas John Monson* his Second Son: And whereas the said *John Joseph Thomas Monson* has attained his Age of Twenty-one Years, and has never had any Son, and the said *Thomas John Monson* is still a Minor, and has not been married: And whereas by an Order of the High Court of Chancery, bearing Date the Thirty-first Day of *May* One thousand eight hundred and forty-five, the said *John Joseph Thomas Monson* has been appointed Guardian of the said *Thomas John Monson*, for the Purpose of giving his Consent to this Act: And whereas the said *Thomas Monson* departed this Life on or about the Third Day of *April* One thousand eight hundred and forty-three: And whereas the said *Henry Deane* has never acted and refuses to act in the Trusts of the said recited Will: And whereas the said *Sarah Elizabeth* Countess *Brooke* and Countess of *Warwick*, *Theodosia* Lady *Monson*, *William John* Lord *Monson*, *William John Monson*, *Debonnaire John Monson*, *Edmund John Monson*, *Charles John Monson*, *Evelyn John Monson*, *John Joseph Thomas Monson*, *Thomas John Monson*, and *Charlotte Monson*, are the only Persons now in existence who are interested in or by Possibility may succeed to or inherit the said Freehold and Copyhold Estates and Hereditaments in the County of *Surrey* devised by the said Will of the said *Frederick John* Lord *Monson*, as herein-before recited, or any Part thereof, under the Limitations contained in the said Will: And whereas the said Freehold and Copyhold Estates and Hereditaments of the said Testator were at the Time of his Decease subject to Mortgage Securities for securing certain Sums of Money, Part whereof is still a subsisting Charge upon the Hereditaments comprised therein, and the Particulars of the said Mortgage Security are set forth in the Second Schedule to this Act: And whereas the *London and Brighton* Railway passes through the said Estate in the said County of *Surrey* so devised by the said recited Will of the said *Frederick John* Lord *Monson*, as herein-before is mentioned, and Parts of the said Estate, being such Parts thereof as are specified in the First Schedule hereto, are lying contiguous to the *Gatton* and *Reigate* Station of the same Railway, and might be advantageously let for Building Purposes: And whereas no Powers are in the said recited Will contained of granting either Building or Farming Leases of the same Estate or any Part thereof, and it would be greatly to the Advantage of the several Persons entitled under the Limitations

contained in the said Will of the said Testator *Frederick John* Lord *Monson* if Powers were given to grant Building and other Leases in the Manner and under the Stipulations herein-after mentioned: But inasmuch as by reason of the Limitations in the same Will contained no such Leases as aforesaid can be granted without the Aid and Authority of Parliament, wherefore Your Majesty's most dutiful and loyal Subjects, the said *Sarah Elizabeth* Countess *Brooke* and Countess of *Warwick*, *Theodosia* Lady *Monson*, *William John* Lord *Monson* on behalf of himself and the said *William John Monson*, *Debonnaire John Monson*, *Edmund John Monson*, *Charles John Monson*, and *Evelyn John Monson*, the said *John Thomas Joseph Monson* on behalf of *Thomas John Monson* and *Charlotte Monson*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall and may be lawful to and for the said *Sarah Elizabeth* Countess *Brooke* and Countess of *Warwick* during her Life, notwithstanding her present or any future Coverture, and after her Decease to and for each and every other Person who shall under the said Will of the said *Frederick John* Lord *Monson* become Tenant for Life of the Lands and Hereditaments comprised in the said First Schedule to this Act, if of full Age, and entitled for the Time being as such Tenant for Life to the actual Possession of or to the Rents and Profits of the same Hereditaments, and also for the said *George Guy* Lord *Brooke* and his Heirs, or other the Trustees or Trustee for the Time being acting in the Trusts of the same Will and this Act, or either of them, during the Minority of each and every Person who shall for the Time being be entitled under the same Will as Tenant for Life or in Tail Male by way of Purchase to the actual Possession or Receipt of the Rents and Profits of the same Hereditaments, by some Deed or Deeds, Instrument or Instruments in Writing, to be by them or him respectively duly sealed and delivered, (and as regards such of the Lands and Hereditaments comprised in the said First Schedule, with the Licence of the Lord or Lords or Lady or Ladies of the Manor whereof the same may be holden (if required by the Custom of such Manor or Manors) for the Time being, for that Purpose being first obtained,) to demise, lease, or grant all or any Part of the Lands and Hereditaments specified in the said First Schedule to this Act, for any Term or Number of Years absolute not exceeding Ninety-nine Years, to take effect in possession, and not in reversion or by way of future Interest, to any Person or Persons who shall be willing to erect or build any House or Houses, Erections or Buildings on the Land or Ground then proposed to be demised, or any Part thereof, or to improve or repair any House or Houses, Erections or Buildings which hereafter shall be on the said Land or Ground, or to erect or build any other House or Houses, Erections or Buildings in lieu thereof or in addition thereto, or who shall be willing to annex any Part of the Land or Ground for Pleasure Grounds, Paddocks, or Plantations for detached Villas, or for Gardens, Yards, or other Conveniences to Buildings erected or built or to be erected or built on the said Land or Ground, or otherwise to improve the said Premises

Tenant for Life, &c., of the Estates of Frederick Lord Monson empowered to grant Leases for Ninety-nine Years of Estates comprised in the First Schedule.

or any Part thereof; and with or without Liberty for the Lessees to take down all or any Part of the Buildings standing on the Premises comprised in such Leases respectively, on such Terms, and by Sale or otherwise to convert and dispose of the Materials thereof to such Purposes as may be agreed on; and also with or without Liberty for the Lessees to erect Villas or detached Residences, with suitable Offices, and to appropriate a convenient Part of the Land adjoining for Pleasure Grounds, Paddocks, or Plantations to such Villas, or otherwise for the Convenience, Use, and Enjoyment of the Tenants thereof; and also with or without Liberty for the Lessees to set out and allot any Parts of the Land or Ground comprised in such Leases respectively as and for the Site of Streets, Squares, Circuses, or other Spaces of Ground, Roads, Lanes, Courts, Ways, Avenues, Paths, Passages, Sewers, Drains, Walls, Fences, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise for the Use and Convenience of individual Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement or Advantage thereof; and also with or without Liberty for the Lessees to dig and make in or under any of the Land or Ground which may be set out or allotted for Streets, Squares, Circuses, Roads, Lanes, Courts, Ways, Avenues, or Passages as aforesaid, Arches, Cellars, or other Easements to any Houses or Buildings; and also with or without Liberty for the Lessees to fell, cut, dig, and to use or carry away, sell and dispose of, in and upon or out of the Land or Ground comprised in the respective Leases, such Timber, Earth, Clay, Loam, Sand, Gravel, or other Materials as it may be necessary or convenient to use or to remove for effecting any of the Purposes aforesaid; and also to dig any Earth or Clay out of any convenient Part or Parts of such Land or Ground, and to manufacture the same into Bricks or Tiles to be used in such new Buildings, Repair, or Improvements, or to be sold or disposed of, as may be agreed on; and either with or without any Liberties or Privileges which may be usual in Leases of a similar Description; so that in every such Lease there be reserved the best yearly Rent that can, considering the Nature of the Case, be reasonably obtained for the same, to be made payable quarterly or half-yearly, without any Fine, Premium, or Foregift, or any thing in the Nature of a Fine, Premium, or Foregift, being taken for making such Lease, but with or without a Covenant or Agreement that all or any Part of the Fines on the Death of or Alienation by the Tenant or Tenants, and annual Quit Rents or other Customary Payments, or the Rent-charge or Rent-charges and Fines for which the same may be commuted, to become due or payable to the Lord or Lords of the Manors of which the same or any Part may be holden, in respect of the Messuages or Buildings, or any of them, to be comprised in any such Lease of any Land, being of Copyhold Tenure, shall respectively be paid by the Person or Persons for the Time being entitled to the Premises so to be leased in possession, or in remainder or reversion immediately expectant on the subsisting Term or Terms therein respectively, or that the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, shall be allowed to retain the same respectively out of the yearly Rent or Rents to be reserved by such Leases respectively; and so that in every such Lease made for the Purpose of having Buildings finished or erected and built there be contained a Covenant on the Part of the

the Lessee or Lessees substantially to build and finish, under the Inspection and with the Approbation of the Lessors, their Architect, Surveyor, or Agent, the Houses and other Buildings which may be agreed to be erected or built on the Premises, if not then already done, within a Time to be specified for that Purpose, and to keep in repair during the Term such Houses and other Buildings; and so that in every such Lease made for the Purpose of having Buildings rebuilt or repaired there 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 Houses and other Buildings agreed to be rebuilt or repaired; and so that in every such Lease, whether for rebuilding or repairing or otherwise, there be contained a Covenant from the Lessee or Lessees for the due Payment of the Rent or Rents thereby to be reserved, and of all Taxes, Charges, Rates, Assessments, and Impositions whatsoever affecting the same Premises; and also a Covenant for the due Payment of all such Fines, Quit Rents, Rentcharges, and other Rents and Sums of Money, if any, payable to the Lord or Lords for the Time being of the Manor of which the same, if of Copyhold Tenure, may be holden, in respect of the Lands and Hereditaments to be comprised in any such Lease of any Copyhold Lands or Grounds, or of any Messuages or Buildings erected or to be erected on any such Copyhold Lands or Grounds, as shall in or by any such Lease or Demise be agreed to be paid by any Lessee or Lessees, and also a Covenant for keeping the Houses and Buildings erected and built, or to be erected and built or improved, on the Premises, insured from Loss or Damage by Fire to the Amount of Two Thirds at least of the Value thereof in some or One of the public Offices in *London* or *Westminster* for insuring against Fire, 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 Fire, or a Covenant to allow the Lessors to effect such Insurance as may be necessary, and add the Premiums payable thereupon to the Rent reserved in such Leases, and a Covenant to surrender and leave in repair the Houses and other Buildings to be erected, built, or repaired under any such Lease on the Expiration or other sooner Determination of the Term to be thereby granted, and also a Proviso or Condition for Re-entry for Nonpayment of the Rent to be reserved, if the same should be in arrear for Twenty-one Days, and not paid when demanded, or at any Time after the Expiration of the said Twenty-one Days, but with or without a Proviso or Condition of Re-entry for Nonobservance or Nonperformance of all or any of the Covenants and Provisoes therein contained, as may be agreed on, and also all such other Covenants, Conditions, and Provisoes, if any, as may appear to be reasonable and proper; and so that the respective Lessees execute Counterparts of the respective Leases; and so that no Lessee to whom any such Lease shall be made be by any Clause or Words therein contained authorized to commit Waste, or exempted from Punishment for committing Waste, save so far as may be necessary for the Purposes hereby authorized; and so that no Lease be made of any Copyhold Lands or Hereditaments comprised in the said First Schedule, unless the

the same shall be consistent with or authorized by the Custom of the said Manor, or the Licence of the Lord or Lords for the Time being of the Manor whereof the same may be holden.

Power to appropriate any Part of the Lands and Grounds for general Improvements.

II. And be it enacted, That from and immediately after the passing of this Act it shall be lawful for the Person or Persons for the Time being hereby authorized to grant Leases as aforesaid to appropriate any Part of the same Lands and Grounds as and for a Way or Ways, Street or Streets, Square or Squares, Avenue or Avenues, Passage or Passages, Sewer or Sewers, or otherwise, for the general Improvement of the Estate, and the Accommodation of the Tenants and Occupiers thereof, in such Manner as shall be mentioned and agreed upon in such Grant, Demise, or Lease respectively, and also by such Lease or Leases to give such Privileges and other Easements as such Person or Persons shall deem reasonable or convenient.

Power to enter into Contracts for granting Leases.

III. And be it enacted, That from and immediately after the passing of this Act it shall be lawful for the Persons or Person for the Time being hereby authorized to grant Leases as aforesaid to enter into any Contract or Contracts in Writing for granting any Lease or Leases of all or any Part of the said Hereditaments specified in the said First Schedule to this Act, and hereby authorized to be demised; and to agree, when and as any Land or Buildings shall or may be so agreed to be let, or any Part or Parts thereof shall be built or 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 Deed or Deeds to demise and lease the same Land and 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 Person or Persons, to be approved of by the Person or Persons for the Time being hereby authorized to grant Leases as aforesaid, as he, she, or they shall appoint in that Behalf, for and during the Remainder of the Term or Terms to be specified in such Contract or Contracts, and in such 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 the yearly Rent to be reserved shall not exceed One Seventh of the Entirety of the clear yearly Rack-rent Value when fit for Habitation and Use of the Land and Buildings whereof all or any Part or Parts shall be comprised in such Lease; 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 thought convenient or proper, for a Period not exceeding Four Years, and as in such Contract or Contracts respectively shall be expressed, Regard being had to the Quantity of Land or Ground whereof all or any Part or Parts shall be from Time to Time agreed to be demised, and the Progress of the Buildings or Repairs stipulated to be erected or made thereon; and also to agree that the Person or Persons with whom such Contract or Contracts may

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 certain Covenants.

IV. And be it enacted, That in every Contract which shall be entered into in pursuance of the Power or Authority herein-before contained there shall be inserted a Clause or Condition for vacating the same, as, to, and for Re-entry into such Part or Parts of the Premises therein comprised and agreed to be let as shall not have been actually leased in performance of the same Contract, in case the Hereditaments and Premises which shall be comprised in any such Contract shall not be built upon or rebuilt, repaired, laid out, or formed or improved in the Manner in such Contract stipulated, and within a reasonable Time to be therein appointed, and also a Clause and 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, and that in default thereof such Contract shall, as to all the Premises not actually leased in pursuance of the same Contract, be void; and every such Contract shall be binding on all Persons having any Estate or Interest in the Premises at Law or in Equity under the said Mortgage Securities specified in the said Second Schedule to this Act, and the said *Theodosia* Lady *Monson*, and on all Persons claiming or to claim any Estate or Interest in trust for her, and on all Persons to whom any Estate or Interest in the Premises at Law or in Equity shall have been devised by the said Will of the said *Frederick John* Lord *Monson* deceased, and on his Heir at Law, and shall be carried into execution by a Lease or Leases to be granted in pursuance of the Powers and subject to the Restrictions herein-before contained, as far as the same shall be applicable.

Contracts may be entered into for Releases.

V. And be it enacted, That it shall be lawful for the Persons or Person for the Time being hereby authorized to grant Leases respectively for such Building Purposes aforesaid to contract and agree with any Person or Persons with whom any such Contract or Contracts for granting Leases as aforesaid may have been entered into, his, her, or their Executors, Administrators, or Assigns, for a Release or Surrender from such Person or Persons, his, her, or their Executors, Administrators, or Assigns, of all or any Part or Parts of the Hereditaments or Premises herein-before authorized to be demised, and upon a Release or Surrender being made accordingly by such Person or Persons, his, her, or their Executors, Administrators, or Assigns, to the Persons or Person for the Time being seised of or entitled to the same Hereditaments or Premises, (and which Release or Surrender such last-mentioned Persons or Person are or is hereby respectively authorized and required to accept,) to release the Person or Persons with whom any such Contract or Contracts may have been entered into, his, her, or their Executors, Administrators, or Assigns, from the further Observance and Performance of the same Contract or Contracts, as to all or any Part or Parts of the same Hereditaments or Premises, and upon any such Release or Surrender of Part of the same Hereditaments or Premises to appor-

tion the Rent or Rents by any such Contract or Contracts agreed to be reserved.

If Premises resumed, or Possession thereof recovered, fresh Leases may be granted.

VI. And be it enacted, That if the Possession of the Hereditaments or Premises to be comprised in any Lease or Contract to be granted or entered into in pursuance of the Powers herein-before contained shall at any Time or Times be resumed or recovered by virtue of or under any Condition of Re-entry to be contained in any such Lease or Contract, or if a Release or Surrender of all or any Part or Parts of the same Hereditaments or Premises shall at any Time or Times be accepted, under the Power herein-before in that Behalf contained, then and in every such Case it shall be lawful for the Persons or Person for the Time being herein-before authorized to grant Leases respectively to grant or to enter into Contracts for granting Leases and afterwards to grant Leases of the same Premises respectively, 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.

Contracts may be altered, or the Parties released, and fresh Contracts made.

VII. And be it enacted, That it shall be lawful for the Persons or Person for the Time being herein-before authorized to grant such Leases as aforesaid respectively from Time to Time to enter into any new Covenant or Covenants with any Person or Persons with whom any such Contracts shall have been entered into by virtue of this Act, by way of Addition or Explanation or Alteration of any of the Covenants or Agreements in such Contract or Contracts respectively to be contained, 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 Executors, Administrators, or Assigns, 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 Executors, Administrators, or Assigns, in lieu of the Part or Parts of the same Contract or Contracts respectively which shall have been so released.

Leases granted in pursuance of Provisions of this Act to be valid, although made in pursuance of any previous Contract, &c.

VIII. And be it enacted, That every Lease to be granted under any of the Provisions herein-before contained, if in conformity with the same, shall be deemed and taken to be duly granted, although it shall have been made in pursuance or in consequence of any previous Contract, and such previous Contracts should not in all respects have been duly observed, and notwithstanding any Variation between such Lease and such previous Contract; and that after any Lease shall have been executed such 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, provided such Lease shall be conformable to the Restrictions and Provisions herein-before contained with respect to Leases herein-before authorized to be granted.

Tenant for Life, &c. may grant Leases of other Parts of the

IX. And be it further enacted, That it shall and may be lawful for the said *Sarah Elizabeth* Countess *Brooke* and Countess of *Warwick* during her Life, notwithstanding her present or any future Coverture,

devised Freehold Estates for Twenty-one Years.

Coverture, and after her Decease to and for each and every other Person who shall under the said Will of the said *Frederick John* Lord *Monson* become Tenant for Life of the Freehold Hereditaments devised by the same Will in manner aforesaid, if of full Age, and entitled for the Time being as such Tenant for Life to the actual Possession of or to the Rents and Profits of the same Hereditaments, and also for the said *George Guy* Lord *Brooke* and his Heirs, or other the Trustees or Trustee for the Time being acting in the Trusts of the said Will and this Act, or either of them, during the Minority of each and every Person who shall for the Time being be entitled under the same Will as Tenant for Life or in Tail Male by way of Purchase to the actual Possession or Receipt of the Rents and Profits of the same Freehold Hereditaments, by any Deed or Deeds, Instrument or Instruments in Writing, to be duly executed, and either referring or not referring to this present Power, to demise, lease, or grant all or any Part or Parts of the said Hereditaments in the said County of *Surrey* so devised by the said recited Will (except the Mansion House and Park of *Gatton* devised by the same Will), with their Appurtenances, and not for the Time being comprised in or subject to any such Building Lease or Contract as aforesaid (but as respects such of the said Hereditaments as are of Copyhold Tenure, with such Licence as aforesaid), for any Term or Number of Years absolute, not exceeding Twenty-one Years, to take effect in possession, and not in reversion or by way of future Interest, so that there be be reserved in every such Lease or Grant, payable during the Estate or Use thereby created, the best or most improved yearly Rent or Rents, to be incident to the immediate Reversion of the Hereditaments so to be demised or leased, that can or may be reasonably had or gotten for the same, without taking any Fine, Premium, or Foregift, or any thing in the Nature of a Fine, Premium, or Foregift, for the making thereof, and so that there be therein respectively contained a Clause in the Nature of a Condition of Re-entry for Non-payment within a reasonable Time, to be therein specified, of the Rent or Rents thereby to be respectively reserved, and so that the Person or Persons named therein as Lessee or Lessees do execute a Counterpart or Counterparts thereof respectively, and do thereby covenant for the due Payment of the Rent or Rents thereby to be respectively reserved, and be not by any Clause or Words therein to be contained made dispunishable for Waste, or exempted from Punishment for committing Waste.

Leases may be confirmed in Cases of Informality.

X. And be it further enacted, That it shall be lawful for the Person or Persons for the Time being authorized to make any such Leases as aforesaid (when and so often as Occasion may require, and they or he shall so think fit,) to confirm or join in confirming any Lease or Leases to be made by virtue of this Act, in every or any Case in which for some technical Error or Informality in granting or executing the same, or otherwise, any such Lease or Leases shall be void or voidable, or to make or 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 Estate not exceeding the then Residue of the Term or Estate granted

or

or purporting to be granted by such void or voidable Lease or Leases respectively, but so nevertheless that no Fine or Premium shall in any Case be accepted or taken for making any such Confirmation or new Grant or Lease.

Leases of Copyhold or Customary Tenure how to be made.

XI. And be it enacted, That every Lease or other Deed which shall be made under the Provisions of this Act or any of them, of or relating to any Lands or other Hereditaments of a Copyhold or Customary Nature, shall be made with such Licence and Consent and according to the Custom of the Manor of which the same Hereditaments shall be respectively holden, if the Custom of such Manor shall require any Licence or Consent or any customary Mode of leasing, but not otherwise.

Leases granted in pursuance of this Act to be valid against all Persons claiming any Interest therein.

XII. And be it further enacted, That every Lease which shall be executed in pursuance of this Act shall be absolutely valid and binding at Law and in Equity upon the Person and Persons claiming or to claim any Estate or Interest or Charge in or upon the Premises comprised in such Lease by virtue of or under the Mortgage Securities specified in the said Second Schedule hereto, and also on the said *Theodosia* Lady *Monson* and *Charlotte Monson* as such Heir at Law aforesaid, and all Persons claiming in trust for them or any or either of them, and that the Right to receive the Rent or Rents or Reservations to be reserved and made payable upon any Lease to be granted in pursuance of this Act, and the Right to take advantage of any Proviso or Condition of Re-entry to be contained in such Lease, or of any Forfeiture of the Term or Interest conferred thereby, and the immediate Reversion of the Lands and Hereditaments to be comprised in any such Lease, shall from Time to Time be deemed to be vested in the Person or Persons who would for the Time being have been entitled to the Possession of the Lands and Hereditaments comprised in such Lease respectively in case the same had not been executed; and that when and if any Entry under a Condition of Re-entry or for a Forfeiture shall at any Time or Times be made upon any Lands or other Hereditaments to be demised in pursuance of any of the Provisions of this Act, then from and after such Entry the Lands or other Rents or Hereditaments comprised in the Lease which shall have been avoided by such Entry, and the Buildings erected and then standing thereupon, shall become and be vested in such Person or Persons, and in such Shares and Proportions, and with such Remedies and Limitations over, and under and subject to such or the like Trusts, Charges, Powers, Provisoes, Agreements, and Declarations as the same Premises would at the Time of making such Entry have been vested in and subject or liable to in case the same had never been so leased as aforesaid.

Covenants by Lessees to run with the Land.

XIII. And be it further enacted, That all Covenants which shall be entered into by any Lessee or Lessees of any Lands under the Authority of this Act shall on the one hand be deemed to run and shall run with the Land and Hereditaments leased to such Lessee or Lessees, and shall bind him, her, or them, his, her, or their Executors, Administrators, and Assigns, and shall on the other hand be deemed to run and shall run with the Reversion of the Lands or Hereditaments

to be comprised in the Lease or Leases thereof, or in the Case of a Grant of Easements, with the Rent reserved by the Grant or Lease thereof, so as that the Person or Persons for the Time being entitled to the Reversion immediately expectant on the Determination of the Lease or Leases, or to such Rent, (as the Case may be,) shall have the full Benefit of such Covenant or Covenants, and be able to maintain an Action or Actions of Covenant thereon.

Covenants by Lessors to run with the Land.

XIV. And be it further enacted, That in case the Person or Persons for the Time being herein-before authorized to grant Leases as aforesaid 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 or Hereditaments hereby authorized to be leased as aforesaid, such Covenant or Covenants shall be deemed to run and shall run with such other Part or Parts of the said Lands or other Hereditaments, and shall be held binding in Law upon all Persons whomsoever at any Time thereafter having or claiming such other Part or Parts of the said Lands or other Hereditaments, in respect of the Estate or Estates of such Person or Persons so having or claiming, and whilst he or they shall have or claim such Estate or Estates respectively, but no further or otherwise; and such last-mentioned Person or Persons shall be liable to the Covenantee or Covenantees, his, her, or their Executors, Administrators, and Assigns respectively, upon such Covenant or Covenants, in the same Manner and to the same Extent as the original Covenantors or Covenantor, their or his Heirs, Executors, and Administrators, and as such Person or Persons so having or claiming such Estate or Estates respectively would have been liable in case he, she, or they had originally entered into such Covenant or Covenants instead of the said original Covenantors or Covenantor, but only for any Breach or Breaches of Covenant during the Continuance of his, her, or their Estate or Estates; and such original Covenantors or Covenantor shall only be liable upon such Covenant or Covenants for any Act, Matter, or Thing done, committed, or suffered by them or him; and in order that the Lessee or respective Lessees may be able to take advantage of such Covenant or Covenants, the same shall be deemed to run and shall run with the Lands or other Hereditaments leased to the Person or Persons with whom such Covenant or Covenants shall be entered into, so as that the Assignee or Assignees for the Time being of the Leasehold Interest of the Person or Persons with whom such Covenant or Covenants shall have been entered into shall have the full Benefit of such Covenant or Covenants, and shall be able to maintain an Action or Actions of Covenant thereon against any Person or Persons as against whom the Obligation of such Covenant or Covenants is hereby made to run as aforesaid.

For appointing new Trustees in case of Death, &c.

XV. And be it further enacted, That if the said *George Guy* Lord *Brooke*, or the Trustees to be appointed as herein-after mentioned, or any of them, shall die, or desire to relinquish or refuse or decline or become incapable to act in the Trusts, Powers, and Authorities hereby or in and by the said recited Will reposed in them or him respectively, or shall go or reside out of *Great Britain*, or be absent therefrom for the Space of Six Calendar Months before the same Trusts, Powers,

and Authorities hereby or in and by the same Will reposed in him or them respectively shall be fully and completely performed and executed, then and in every such Case it shall be lawful for the Court of Chancery, on Motion or Petition in a summary Way by or on behalf of the said *Sarah Elizabeth* Countess *Brooke* and Countess of *Warwick* during her Life, and after her Decease by or on behalf of the Person or Persons who under the said Will of the said *Frederick John* Lord *Monson* shall be for the Time being Tenant for Life of the Hereditaments in the said County of *Surrey* devised as aforesaid, if of full Age, and entitled for the Time being as such Tenant for Life to the actual Possession of or to the Rents and Profits of the same Hereditaments, and if such Person or Persons shall be under the Age of Twenty-one Years, then by or on behalf of his or their Guardian or Guardians, from Time to Time to nominate and appoint One or more Person or Persons to be a Trustee or Trustees of and for the Purposes of the said recited Will and of this Act, or such and so many of them as shall be then subsisting, in the Place and Stead of the Trustee or Trustees so dying, or desiring to relinquish or refusing or declining or becoming incapable to act as aforesaid, or going to reside out of *Great Britain*, or being absent therefrom for such Space of Time as aforesaid; and that when and so often as any new Trustee or Trustees shall have been nominated and appointed in manner aforesaid, all the aforesaid Trust Estates, Powers, and Authorities, as well under the said recited Will as this Act, which shall be then subsisting or vested in the Trustee or Trustees so dying, or desiring to relinquish or refusing or declining or becoming incapable to act as aforesaid, or going to reside out of *Great Britain*, or being absent from *Great Britain* for such Space of Time as aforesaid, shall thereupon with all convenient Speed be conveyed and assured in such Sort and Manner and so that the same shall and may be legally and effectually vested in the surviving or continuing Trustees or Trustee (if any) of the same Trust Estates and Premises, and such new or other Trustees or Trustee, or, if there shall be no continuing Trustees or Trustee of the same Trust Estates, then in such new Trustees only, to the same Uses and upon the same Trusts as are herein-before declared of and concerning the same Trust Estates; and such new Trustee or Trustees shall and may in all things act and assist in the Management, Conduct, and Execution of the Trusts to which he or they shall be so appointed, either solely, or jointly with the surviving or continuing Trustees or Trustee for the Time being of or to be appointed by virtue of this Act, in as full and ample a Manner, to all Intents and Purposes, as if such new Trustee or Trustees respectively had been originally by the said recited Will and this Act nominated or appointed to be such Trustee or Trustees for the Purposes of the same Will and this Act.

Indemnity to Trustees.

XVI. And be it further enacted, That the said Trustees hereby nominated and appointed or to be hereafter nominated and appointed by virtue of this Act, for the Purposes and in manner aforesaid, and each and every of them, and the Heirs, Executors, Administrators, and Assigns of them and each and every of them, shall be charged and chargeable respectively only for such Monies as they shall respectively actually receive by virtue of the Trusts, Powers, and Authorities

rities hereby in them reposed as aforesaid, notwithstanding his or their giving or signing, or joining in giving or signing, any Receipt or Receipts, for the sake of Conformity, and that any One or more of them shall not be answerable for the others or other of them, but each and every of them only for his and their own Acts, Receipts, Neglects, or Defaults respectively; and that such Trustees or any of them shall not be answerable or accountable for any Misfortune, Loss, or Damage which may arrise or occur in the Execution of the aforesaid Trusts, or in relation thereto, except the same shall happen through the wilful Neglect or Default of such Trustees respectively; and also that it shall and may be lawful to and for the said Trustees by this Act named as aforesaid, or any future Trustee or Trustees to be nominated as aforesaid, and every or any of them, their and every of their Heirs and Assigns, by and out of the Monies which shall come to their respective Hands by virtue of the Trusts aforesaid, to retain and reimburse themselves and himself respectively, and also to allow to their or his Co-trustee or Co-trustees, all Costs, Charges, and Expences which they or any of them shall or may suffer, sustain, expend, disburse, or incur in and about the Execution of the Trusts, Powers, and Authorities of this Act, or in relation thereto.

Providing for the Consent of Lord Monson.

XVII. And whereas the said *William John* Lord *Monson* is now in *Italy*, and hath not appeared personally to testify his Consent to this Act, either on behalf of himself or as Guardian of his said Five Sons; be it therefore enacted, That this Act shall not, nor shall any of the Provisions herein contained, operate or be of any Effect as against the said *William John* Lord *Monson*, or the said *William John Monson* the Son, *Debonnaire John Monson*, *Edmund John Monson*, *Charles John Monson*, and *Evelyn John Monson*, or against any Person or Persons claiming by, from, through, or under them or any of them, nor shall any of the Trusts, Powers, and Authorities by this Act given be exercised or put in force until the said *William John* Lord *Monson* shall signify his Consent on his Behalf, and as such Guardian as aforesaid, to this Act, by Writing under his Hand, testified by One or more Witness or Witnesses, and such Writing shall be enrolled in Her Majesty's High Court of Chancery within Two Years after 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 upon the said *William John* Lord *Monson*, and all Persons claiming by, through, from, or under him, as if such Consent and Acceptance had been obtained and proved before the passing of this Act; and such Consent may be in the Form or to the Effect following; that is to say,

'I *William John* Lord *Monson* do hereby, on behalf of myself and of my Sons, *William John Monson*, *Debonnaire John Monson*, *Edmund John Monson*, *Charles John Monson*, and *Evelyn John Monson*, consent to an Act of Parliament passed in the Year of the Reign of Queen *Victoria*, intituled *An Act for granting Building and Farming Leases of the Estates in* Surrey, *devised by the Will of* Frederick John *Lord* Monson *deceased, and for other Purposes*. Given under my Hand, the Day of One thousand eight hundred and forty-five.'

XVIII. Saving

General Saving.

XVIII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every Person and Persons, Bodies Politic and Corporate, his, her, and their Successors, Executors, Administrators, and Assigns, (other than and except *Charles Hoare* and *Henry Merrik Hoare*, Sir *Hugh Richard Hoare* Baronet, *Henry Charles Hoare*, and *Peter Richard Hoare*, or other the Person or Persons claiming or to claim any Estate, Right, Title, or Interest or Charge in or upon the said Hereditaments herein-before authorized to be leased, under or in respect of the said Mortgage Securities specified in the said Second Schedule hereto, in trust for her, and other than and except the said *Sarah Elizabeth* Countess *Brooke* and Countess of *Warwick*, *William John* Lord *Monson*, *William John Monson*, *Debonnaire John Monson*, *Edmund John Monson*, *Charles John Monson*, *Evelyn John Monson*, *John Joseph Thomas Monson*, and *Thomas John Monson*, and the Sons of the said *William John Monson*, *Debonnaire John Monson*, *Edmund John Monson*, *Charles John Monson*, *Evelyn John Monson*, *John Joseph Thomas Monson*, and *Thomas John Monson*, and the Heirs Male of the Body of all such Sons successively, and all and every other the Son or Sons of the said *William John Monson*, now born or hereafter to be born, and the Heirs Male of the Body of such Sons successively, and the right Heirs of the said *Frederick John* Lord *Monson*, and the said *George Guy* Lord *Brooke* and *Henry Deane*, their Heirs, Executors, Administrators, and Assigns, or other the Trustee or Trustees for the Time being of the said recited Will of the said *Frederick John* Lord *Monson*, and all and every other the Person or Persons to whom any Estate, Right, Title, Interest, or Charge of, in, to, or upon the same Hereditaments or any of them shall have descended or devolved, or shall descend or devolve, by virtue of or under the said Will of the said *Frederick John* Lord *Monson*,) all such Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, and out of the said Hereditaments, and every or any Part thereof, as they, every or any of them, had before the passing of this Act, or could or might have had, held, and enjoyed in case this Act had not passed.

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

XIX. 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.

The FIRST SCHEDULE referred to in the foregoing Act.

Name of Parish.	Name of Farm or Lands.	Tenant's Name.	Quantity. A.	R.	P.
Reigate - -	Copyhold Farm - -	George Ford - - -	88	1	5
Ditto -	Linkfield Farm - -	Caleb Ede - -	166	3	7
Ditto -	Little Wigley Farm -	Caleb Ede - - -	75	1	18
Ditto -	Rye Common Farm -	George Ford - -	131	0	36
Ditto -	Glovers Hill Farm - -	Burrell - -	77	1	38
Ditto -	Reigate Hill - -	Daniel Charman and Jessy Pym.	68	1	14
Gatton - -	The Black Horse Inn and Fields adjoining.	Joseph King - - -	30	0	0
Ditto -	Crosway's Farm - -	Daniel Charman - -	250	0	0
Ditto -	White Hall Farm -	Stephen Loveland - -	120	2	0
Ditto -	Part of Battle Bridge Farm - -	John Dives - -	161	3	2
Merstham -	Ditto - - -				
Chipstead -	Upper Gatton Farm -	George Currie, Esq. -	91	3	6

John Shelley.

The SECOND SCHEDULE referred to in the foregoing Act.

An Indenture of Nine Parts, bearing Date the Twenty-second Day of March One thousand eight hundred and forty-five, and made between Henry Brown and Henry Staniforth Pattison of the First Part; Martin Stuteley, Samuel Bignold, and John Wheelton of the Second Part; Sarah Countess Brooke and Countess of Warwick of the Third Part; George Guy Lord Brooke and Philip York Savile of the Fourth Part; John Charles George Viscount Pollington of the Fifth Part; George Guy Lord Brooke of the Sixth Part; Charles Hoare and Henry Merrik Hoare, Sir Hugh Richard Hoare, Baronet, Henry Charles Hoare, and Peter Richard Hoare, of the Seventh Part; the Honourable Anthony John Ashley of the Eighth Part; and Robert Wheatley Lumley of the Ninth Part; being a Mortgage Security upon the Estates devised by the Testator, Frederick John Lord Monson deceased, situate in the County of Surrey, for securing to the said Charles Hoare and Henry Merrik Hoare, Sir Hugh Richard Hoare, Baronet, Henry Charles Hoare, and Peter Richard Hoare, their Executors, Administrators, and Assigns, the Sums of 10,954*l.* and 17,400*l.* and Interest.

LONDON: Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1845.