ANNO SEXTO & SEPTIMO

GULIELMI IV. REGIS.

Cap. 18.

An Act to enable the granting of Leases of certain Parts of the Estates and Hereditaments of which the Right Honourable *Henry Nevill* Earl of *Abergavenny* is seised as Tenant in Tail Male under an Act passed in the Second and Third Years of the Reign of King *Philip* and Queen *Mary*, and under the Limitations in the Will of *George* Lord *Abergavenny*, in the said Act of *Philip* and *Mary* mentioned. [4th *July* 1836.]

WHEREAS by an Act passed in the Thirtieth Year of the Reign of His late Majesty King *George* the Third, intituled *An Act to confirm a Lease lately made by* Henry Nevill *Earl of* Abergavenny *of certain intailed Mines and other Hereditaments in the County of* Monmouth, *and to enable granting future Leases of the said intailed Mines and other Hereditaments, and also of all other Estates of which the said Earl is seised as Tenant in Tail Male under an Act of Parliament passed in the Second and Third Years of the Reign of King* Philip *and Queen* Mary, *and under the Limitations in the last Will of* George *Lord* Abergavenny, *in the said Act of* Philip *and* Mary *mentioned*, after reciting, as the Fact was, that an Act of Parliament was passed in the Second and Third Years of the Reign of King *Philip* and Queen *Mary*, intituled *An Act concerning the Restitution of the Heirs Male of Sir* Edward Nevill *Knight*, whereby, after reciting that the said Sir *Edward Nevill*, on the Fourth Day

30 G. 3. c. 83.

2 & 3 Phil. and Mar.

Day of *October* in the Thirtieth Year of the Reign of King *Henry* the Eighth, had been, by Order of the Common Laws of the Realm, attainted of High Treason, and as for the same had been put to Execution of Death; and also reciting that in the Parliament holden at *Westminster* the Twenty-eighth Day of *April* in the Thirty-first Year of the Reign of King *Henry* the Eighth it had been enacted, that as the said *Edward Nevill* Knight, and others therein named, had been by due Course and Order of the Common Laws of the Realm of *England* severally indicted, convicted, and attainted of High Treason by them severally committed, they and every of them should stand and be attainted of High Treason, and should lose and forfeit unto the said King *Henry* the Eighth, His Heirs and Successors, all such their Manors, Lordships, Hundreds, Franchises, Liberties, Advowsons, Nominations, Presentations, Knights Fees, Lands, Tenements, Rents, Reversions, Services, Remainders, Pensions, Portions, Annuities, Rights, Possessions, Entries, Conditions, and all other their Hereditaments, of what Name or Names, Nature or Quality soever they were, they, or any other Person or Persons in their Right or to the Use of any of them, then had or ought to have had of any Estate of Inheritance in Fee Simple or Fee Tail at the several Days of their Treasons committed, limited, and appointed in their said several Indictments, or at any Time after, and also should lose and forfeit unto the said King, His Heirs and Successors, as well all manner such Estate or Estates of Freehold and Interest of Years of Lands, Tenements, and Rents, and all other their Possessions, as all other their Goods, Chattels, and Debts which they or any of them had at the said Days of their several Treasons committed, limited, and appointed in the said several Indictments, or at any Time after; and also reciting, that in the Parliament holden at *Westminster* the Twenty-second Day of *January* in the Thirty-fourth Year of the said King *Henry* the Eighth, it had pleased the said King, upon humble Suit to Him made by *Edward Nevill* Esquire, to ordain and enact, by the Advice of the Lords Spiritual and Temporal, and the Commons, in the said Parliament assembled, and by Authority of the same, that the said *Edward Nevill* should be restored and enabled in Name and Blood, as Son and Heir to the said Sir *Edward Nevill* Knight, and Made Heir unto the same Sir *Edward* in Name and Blood, and to all other to whom the said Sir *Edward Nevill* was Heir or might have been Heir if he had not been attainted, and should also be restored and enabled to inherit, hold, and enjoy all such Honours, Castles, Manors, Lordships, Hundreds, Franchises, Liberties, Privileges, Advowsons, Nominations, Presentations, Knights Fees, Lands, Tenements, Rents, Reversions, Services, Remainders, Pensions, Annuities, Portions, Rights, Possessions, and all other Hereditaments and Possessions, with their Appurtenances, whatsoever they were, which at any Time from thenceforth should descend, revert, remain, or come to the aforesaid *Edward Nevill* the Son, as Son and Heir of the said Sir *Edward Nevill*, or Heir of the Body of the said Sir *Edward Nevill*, or Heir or Heirs Male of any Ancestors of the said Sir *Edward Nevill* or of any of them, as the said *Edward* the Son should or might have done or had if the said Attainder of the said Sir *Edward Nevill* had never been had or made, and that the said *Edward Nevill* the Son should be enabled to sue and be sued, to preserve, defend, and maintain all manner of Actions, Suits, Pleas, and Demands, as well as Heir to the said Sir *Edward Nevill*, or to any of the Ancestors of the said Sir *Edward Nevill*, as the said *Edward* the Son should or might have done if the said

Attainder against the said Sir *Ewdard Nevill* had never been had or made; saving to all Persons, Bodies Politic and Corporate, their Heirs and Successors, and the Heirs and Successors of every of them, all such Right, Title, Claim, Interest, Entries, Rents, Fees, Annuities, Commons, and Demands as they or any of them then had in or to all and singular the said Honours, Castles, Manors, Lordships, Lands, Tenements, Liberties, Franchises, Advowsons, Hereditaments, with other the Premises, or any Parcel of them, as though the said Act or any thing therein contained had never been had or made; and further reciting, that by the said Act of Restitution it was further provided and enacted, that the said Act of Restitution, or any thing therein contained, should not in anywise extend to restore or entitle the same *Edward Nevill* the Son, or any of his Heirs, in or to any Honours, Castles, Manors, Lordships, Lands, Tenements, Rights, Reversions, Services, Remainders, or other Hereditaments, or any Parcel thereof, which were late the said Sir *Edward Nevill* the Father's, or which the said King *Henry* the Eighth at that Time had or was entitled to have by reason of the Attainder of the said Sir *Edward Nevill* or otherwise, but that all the same Honours, Castles, Manors, Lordships, Lands, Tenements, and Hereditaments, with their Appurtenances, which were the said Sir *Edward Nevill* the Father's, should stand, remain, abide, and continue in the same Estate, Degree, and Condition as they were in before the making of the said Act, and as though the said Act of Restitution had never been had nor made; it was enacted by Authority of the said Act of Parliament of the Second and Third of *Philip* and *Mary*, that so much of the said Act of Parliament holden at *Westminster* the said Twenty-second Day of *January* in the said Thirty-fourth Year of the Reign of King *Henry* the Eighth as touched or concerned the Restitution of the said *Edward Nevill*, and every Article, Branch, and Clause therein contained, touching and concerning the said Restitution, might be ratified and confirmed; and it was further enacted by the Authority aforesaid, that for Lack of Heirs Male of the Body of the Right Honourable *Henry Nevill* Knight, then Lord *Abergavenny*, the said *Edward Nevill* might have, hold, and enjoy, to him and to the Heirs Male of his Body lawfully begotten and to be begotten, all and singular such Honours, Castles, Baronies, Lordships, Manors, Lands, Tenements, Rents, Reversions, Services, Hundreds, Courts Leets, Views of Frankpledge, Liberties, Privileges, Franchises, Forests, Parks, Chases Warrens, Advowsons, Nominations, Presentations, Patronages, Knight's Fees, Woods, Underwoods, Commons, Fishings, Waters, Pensions, Portions, Annuities, Offices, Fees, Profits, and Commodities and Hereditaments whatsoever, and the Reversion and the Remainder of the same, which by the last Will and Testament of the Right Honourable *George Nevill* Knight, Lord *Abergavenny*, then deceascd, were willed, given, entailed, or assigned in Use or in Possession, for Default of Heirs Male of the Bodies of the said *George* Lord *Abergavenny* and Lady *Mary* his Wife lawfully begotten, and for Lack of Heirs Male of the Body of Sir *Thomas Nevill* Knight, then deceased, Brother of the said *George* Lord *Abergavenny*, to the said Sir *Edward Nevill* Knight, and to the Heirs Male of the Body of the said Sir *Edward* lawfully begotten, any thing contained or specified in the said Act of Parliament touching and concerning the Restitution of the said *Edward Nevill* Esquire, or any Saving, Proviso, or other Article in the same Act contained, or in any other Act of Parliament, or any other Matter or Cause, to the contrary notwithstanding; and it was further enacted by Authority aforesaid, that if it should fortune the said

said *Edward Nevill* Esquire to decease and die without Heirs Male of his Body lawfully begotten, then all and singular the said Honours, Baronies, Castles, Lordships, Manors, Lands, Tenements, Rents, Liberties, Franchises, Parks, Chases, Courts Leet, and all and singular other the Premises before specified, and the Reversions and the Remainders of the same, given, granted, and appointed by the Authority of the now reciting Act of the Second and Third of *Philip* and *Mary* unto the said *Edward Nevill* Esquire, should, after the Decease of the said *Henry Nevill*, then Lord *Abergavenny*, without Issue Male of his Body lawfully begotten, wholly remain unto *Henry Nevill* Knight, Brother of the said *Edward Nevill*, and to the Heirs Male of the Body of the said *Henry Nevill* Knight lawfully begotten; and further it was enacted by the Authority aforesaid, that if it should fortune the said *Henry Nevill* Knight, the Brother, to decease and die without Heirs Male of his Body lawfully begotten, and the said *Henry Nevill* Knight, then Lord *Abergavenny*, to decease and die without Heirs Male of his Body lawfully begotten, and the said *Edward Nevill* Esquire to decease and die without Heirs Male of his Body lawfully begotten, then all and singular the said Honours, Baronies, Castles, Lordships, Manors, Lands, Tenements, Liberties, Franchises, Parks, Chases, Courts Leet, and all and singular other the Premises, and the Reversion and Remainder of the same, should wholly remain unto *George Nevill*, Brother unto the said *Edward Nevill* and *Henry Nevill* Knight, and to the Heirs Male of the Body of the said *George Nevill* the Brother lawfully begotten; and for Default of such Heirs Male of their several Bodies lawfully begotten, that then all and singular the said Honours,, Manors, Lands, Tenements, and other the Premises should descend, remain, and go unto the Heirs of the Body of the said *George* then late Lord *Abergavenny*, and for Default of such Heirs to the Heirs of the Body of the said Sir *Thomas Nevill* Knight lawfully begotten, according to the Tenor and Effect of the said last Will of the said *George* then late Lord *Abergavenny*; and it was provided and enacted by the Authority aforesaid, that if it should fortune the said *Henry* then Lord *Abergavenny*, and the said *Edward Nevill*, *Henry Nevill*, and *George Nevill*, and every of them, to decease without Heirs Male of their several Bodies lawfully begotten, and also if the Heirs of the Body of the said *George* Lord *Abergavenny* should fortune to decease without Heirs of their Bodies lawfully begotten, and also if the Heirs of the Body of the said Sir *Thomas Nevill* Knight likewise should fortune to decease without Heirs of their Bodies lawfully begotten, any Heirs or Issue of the Body of the said Sir *Edward Nevill* then living, that then the said Queen *Mary*, Her Heirs and Successors, should and might have, hold, and enjoy all and singular the said Honours, Castles, Manors, Lordships, Lands, Tenements, Rents, Reversions, and other Hereditaments before specified, and the Reversion and Remainders of the same, for and during all such and so long Time and Times as any of the said Heirs or Issue of the Body of the said Sir *Edward Nevill* Knight lawfully begotten should or ought to have had and enjoyed the same if the said *Edward Nevill* had not been attainted, and that no Feoffment, Discontinuance, Fine nor Recovery, with Voucher or otherwise, or any other Act or Acts thereafter to be made, done, suffered, acknowledged of the Premises, or of any Part or Parcel thereof, by the said *Henry Nevill* then Lord of *Abergavenny*, *Edward Nevill*, *Henry Nevill*, and *George Nevill*, by any of them, or by any of the Heirs Male of their several Bodies lawfully begotten, or by any of the Heirs of the Body of the said

George

George then late Lord of *Abergavenny*, or by any of the Heirs of the Body of the said Sir *Thomas Nevill* lawfully begotten, or by any of them, should bind or conclude in right or put from Entry the said Queen *Mary*, Her Heirs and Successors, or any of the Heirs in Tail, or any to whom the Premises or any Parcel thereof should descend, revert, remain, or come by virtue of the last Will of the said *George* then late Lord of *Abergavenny;* and also reciting, as the Fact was, that another Act of Parliament was passed in the Thirty-fifth Year of the Reign of Queen *Elizabeth*, intituled *An Act concerning the Lands of* Henry *late Lord of* Bergavenny *deceased*, whereby, after reciting the said Act of the Second and Third of *Philip* and *Mary*, herein-before recited, and reciting that by and after the Death of the said *Henry* Lord *Bergavenny*, who had then lately died without any Heir Male of his Body, the said Castles, Manors, Lordships, Farms, Granges, and other the Premises specified and contained in the said recited Act of the Second and Third of *Philip* and *Mary*, did by virtue of the said Act of Parliament vest in the said *Edward Nevill* the Father, and from him were descended to and then vested in *Edward Nevill* the Son, as Son and Heir Male of the Body of his said Father *Edward Nevill*, then lately deceased, it was (amongst other Things) enacted by the Authority of the said Act of Parliament of the Thirty-fifth of *Elizabeth*, that from and after the First Day of *April* then next ensuing the said *Edward Nevill* the Son, and the Heirs Males of his Body begotten or to be begotten, being of full Age, and seised in Possession of all or any of the said Manors or Lordships, Farms, Messuages, Granges, Lands, Tenements, and Hereditaments specified in the said Act of Parliament of the Second and Third Years of *Philip* and *Mary*, and in the said last Will and Testament of the said *George* Lord *Bergavenny*, or either of them, should and might have full and free Liberty, Power, and Authority to demise or let such and so much of the said Manors, Lordships, Farms, Messuages, Lands, Tenements, and Hereditaments as then were in the Seisin or Possession of the said *Edward Nevill* the Son, and all the Rest and Residue of the said Manors, Lands, and Tenements not being in Possession when and as soon as they should fall and come into Possession unto the said *Edward Nevill* or the Heirs Male of his Body begotten, and as the same should so severally fall into his or their Possession, unto any Person or Persons, for and during such Term and Terms, and in such Manner, Form, and Sort, and no otherwise or in other Manner than as Tenant in Tail, in and by an Act of Parliament made in the Thirty-second Year of the Reign of King *Henry* the Eighth is authorized to make and grant; and that all such Lease and Leases so to be made or granted by the said *Edward Nevill*, or any the Heirs Males of his Body begotten or to be begotten, being of full Age, should be in Law good and available, according to the Tenor of every such Lease and Leases, against the said *Edward Nevill* and the Heirs Males of his Body, and the Heirs Males of the Body of his said Father, any former Restraint, Proviso, or other Matter or Thing specified or contained in the said Act of Parliament of the Second and Third Years of *Philip* and *Mary* to the contrary thereof in anywise notwithstanding; and it was provided that the said Act of Thirty-fifth of *Elizabeth*, now in recital, nor any thing therein contained, should in anywise extend to any Lease to be made of any of the chief or principal Houses of the said *Edward Nevill*, and which had been within Twenty Years then last past most commonly used for the Habitation or Dwelling of the said *Edward Nevill* or of the said Sir *Henry Nevill* Knight, then

35 Eliz. c. 40.

then late Lord *Bergavenny*, nor to any Lease to be made of the Park or Demesnes of *Berling*, or of the Park of *Ewridge* and *Frante Pitts*, or any of them, or of any Part of any of them; and also reciting that the said *Henry Nevill*, now Earl of *Abergavenny*, in the Title of this Act named, did upon the Death of the Right Honourable *George Nevill*, late Earl of *Abergavenny*, become Heir Male of the Body of the said *Edward Nevill* mentioned and described in the said Act of the Second and Third Years of King *Philip* and Queen *Mary*, as Son and Heir of Sir *Edward Nevill* Knight, and in the Character of Heir Male of the Body of the same *Edward Nevill* was then Baron of *Abergavenny*, and also was seised of or entitled to such of the Honours, Castles, Baronies, Lordships, Manors, Lands, Tenements, and Hereditaments by the said Act of *Philip* and *Mary* enacted to be held and enjoyed by the said *Edward Nevill*, Son and Heir of the said Sir *Edward Nevill* Knight, and the Heirs Male of the Body of the said *Edward Nevill*, as had not been alienated from the Family of the said *Henry Nevill*, now Earl of *Abergavenny;* and after confirming the Lease therein mentioned, and reciting that it might be convenient that the said *Henry Nevill* Earl of *Abergavenny*, and the future Heirs Male of the Body of the said *Edward Nevill*, Son and Heir of the said Sir *Edward Nevill* mentioned in the said recited Act of the Second and Third of *Philip* and *Mary*, should have a Power of leasing all or any of the Estates and Hereditaments which the said *Henry Nevill* Earl of *Abergavenny* was at the Time of passing the said Act seised of or entitled unto in Tail Male as aforesaid, under such Restrictions as were thereinafter mentioned, in addition to the Power of leasing granted to Tenants in Tail by the aforesaid Statute of the Thirty-second of *Henry* the Eighth, it was enacted, that from and after the passing of the now reciting Act it should and might be lawful to and for the said *Henry Nevill* Earl of *Abergavenny*, and to and for every future Heir Male of the Body of the said *Edward Nevill*, Son and Heir of the said Sir *Edward Nevill* mentioned in the said recited Act of the Second and Third of *Philip* and *Mary*, being of full Age, and seised in Possession of all or any of the said Manors, Lordships, Messuages, Lands, Tenements, and Hereditaments of or to which the said *Henry Nevill* Earl of *Abergavenny* was at the Time of passing of the now reciting Act and was then seised or entitled as Heir in Tail Male in Possession under and by virtue of the said recited Act of the Second and Third of King *Philip* and Queen *Mary*, and in the Case of any such Heir Male so seised who should be an Infant under the Age of Twenty-one Years, for the Guardian or Guardians of such Infant for the Time being, by Indenture or Indentures, to be sealed and delivered by him the said *Henry Nevill* Earl of *Abergavenny*, or any such future Heirs Male or Guardian or Guardians as aforesaid, in manner therein mentioned, to make any Demise or Lease or Demises or Leases of all or any Part of the Manors, Lordships, Lands, Tenements, and Hereditaments of or to which the said *Henry Nevill* Earl of *Abergavenny* was then seised or entitled as Heir in Tail Male in Possession in manner aforesaid, but subject, as to the said Mines and Hereditaments in the said County of *Monmouth* comprised in the said Lease of which a Copy was contained in the Schedule to the now reciting Act annexed, in manner aforesaid, except only the Capital Messuage or Mansion House then called *Ewridge Place*, in the County of *Sussex*, and all Buildings, Gardens, and Appurtenances to the same Capital Messuage or Mansion House belonging or therewith usually occupied or enjoyed, and the

Park

Park called *Ewridge Park* otherwise *Frant Park*, also situate in the said County of *Sussex*, and also all such Lands adjoining to the said Capital Mansion House or any of its Appurtenances, or to the said Park, as had been or should be usually occupied or enjoyed with the said Capital Mansion House and Park, unto any Person or Persons, for any Term or Number of Years not exceeding Twenty-one Years, or, in the Case of any Messuage or Messuages, Building or Buildings, Lands, Tenements, or Hereditaments, being Part of the same entailed Hereditaments and Premises, except as aforesaid, situate within the Borough or Town of *Lewes*, or the Precincts of either of them, in the County of *Sussex*, or within the Distance of a Mile from the Town or Village called *Tunbridge Wells*, in the County of *Kent*, or situate within the Borough of *Southwark* in the County of *Surrey*, or within the Town of *Abergavenny* in the County of *Monmouth*, or within the Precincts of the said Town of *Abergavenny* (except the Scite of *Abergavenny Castle*), or within any Market Town of the said County of *Monmouth*, or in any other County, for any Term or Number of Years not exceeding Sixty Years, or for One, Two, or Three Lives, for the Purpose of erecting new Buildings, or of rebuilding thereon, at the Expence of the Lessee or Lessees or Tenant or Tenants, and Forty Years for the Purpose of repairing, at the Expence of the Lessee or Lessees or Tenant or Tenants, or in case of any unimproved or uncultivated Lands, being Part of the same entailed Hereditaments and Premises (except as before excepted), for any Term of Years not exceeding Sixty Years, or for One, Two, or Three Lives, for the Purpose of Improvement and Cultivation, whether by erecting Buildings thereon or otherwise, at the Expence of the Lessee or Lessees, Tenant or Tenants, to commence in Possession, and not in Reversion or by way of future Interest, so as in every such Lease there were reserved and made payable, half-yearly or oftener during the Continuance thereof, to be incident to and go along with the immediate Remainder or Reversion of the same Premises expectant on such Lease or Leases, the most and best improved Rent that could at the Time of making such Lease or Leases be reasonably got for the same Premises to be comprised therein, without taking any Fine, Premium, Foregift, or other Thing in the Nature of a Fine, Premium, or Foregift, for granting the same; and so as in all and every such Lease and Leases there were contained a Condition or Clause of Re-entry in case the Rent and Rents thereupon reserved were behind and unpaid by the Space of Twenty-one Days; and so as none of the respective Lessees was by any express Clause or Words in such Lease or Leases contained freed from Impeachment of Waste or made dispunishable for Waste; and so as, in the Case of any such Building, Rebuilding, or Repairing Lease, the Lessee or Lessees did enter into such Covenants and Agreements as were usual in Building, Rebuilding, and Repairing Leases; and so as the Lessee or Lessees of the same Premises should execute a Counterpart or Counterparts of such Lease or Leases; and it was by the now reciting Act provided and enacted, that the Power of leasing therein-before given unto the said *Henry Nevill* Earl of *Abergavenny*, and such Person and Persons as aforesaid, should not be construed to repeal, take away, revoke, or in anywise diminish the Power of leasing given by the therein-recited Act of the Thirty-fifth Year of Queen *Elizabeth*, but such Power of leasing so given by the said last-mentioned Act should be and remain in as full Force as if the now reciting Act had not been made: And whereas by an Act passed in the Forty-

first

first Year of the Reign of His said late Majesty King *George* the Third,
41 G. 3. c. 52. intituled *An Act for enabling* Henry Nevill *Earl of* Abergavenny *to grant a new Lease of certain Mines and Hereditaments in the County of* Monmouth, it was enacted, that at any Time from and after the passing of the now reciting Act it should and might be lawful for the said *Henry Nevill* Earl of *Abergavenny*, or in case of his Death before the Execution of the Power of leasing thereby granted then for the Heir Male for the Time being of the said *Edward Nevill* mentioned in the said Act of the Second and Third of *Philip* and *Mary* as Son and Heir of Sir *Edward Nevill* therein mentioned, or if such Heir Male should be under the Age of Twenty-one Years then for his Guardian, by any Deed or Writing to be by the said *Henry Nevill* Earl of *Abergavenny*, or such Heir Male for the Time being, or his Guardian, as aforesaid, executed as therein mentioned, to grant unto *Thomas Hill* and *Samuel Hopkins* therein named, their Executors, Administrators, or Assigns, upon a Surrender of the renewed Lease therein mentioned by the said *Thomas Hill* and *Samuel Hopkins*, of the Premises comprised in the said renewed Lease, and of the other Premises therein mentioned, and for such Term of Years, and at such Rents, and otherwise, as should be in all respects conformable to the Proposal therein recited to have been made by the said *Thomas Hill* and *Samuel Hopkins* to the said *Henry Nevill* Earl of *Abergavenny*, so as the Lessee or Lessees to whom such Lease should be so granted should execute a Counterpart thereof; and such Lease, when it should be granted in conformity to the Power thereby given, should be good and effectual in Law to and for all Intents and Purposes whatsoever: And whereas by an Act passed in the Forty-sixth Year of the Reign of His

46 G. 3. c. 40. enabling Earl of Abergavenny to grant a new Lease of the Mines and other Hereditaments in the County of Monmouth.

said late Majesty King *George* the Third, intituled *An Act for enabling* Henry *Earl of* Abergavenny *to grant a new Lease of certain entailed Mines and Hereditaments in the County of* Monmouth, it was enacted, that at any Time within the Space of Three Years from the Twenty-fourth Day of *June* in the then present Year One thousand eight hundred and six it should and might be lawful for the said *Henry Nevill* Earl of *Abergavenny*, or in case of his Death before Execution of the Power of leasing thereby granted then for the Heir Male for the Time being of the said *Edward Nevill* so mentioned in the said Act of the Second and Third of *Philip* and *Mary* as Son and Heir of Sir *Edward Nevill* therein also mentioned, or if such Heir Male should be under the Age of Twenty-one Years then for his Guardian, by any Deed or Writing to be by the said *Henry* Earl of *Abergavenny*, or such Heir Male for the Time being, or his Guardian, as aforesaid, executed as therein mentioned, to grant unto the said *Thomas Hill* and *Samuel Hopkins*, their Executors, Administrators, or Assigns, upon a Surrender of the Lease to them therein-before mentioned to bear Date the Twenty-third Day of *June* One thousand eight hundred and one, a Lease of the Premises comprised in the Lease last mentioned for the Term of Sixty-three Years, to be computed from the Twenty-fourth Day of *June* in the then present Year One thousand eight hundred and six, at such Rents and otherwise as should be in all respects

Agreement dated 29th Sept. 1831, for Lease of Premises in Nevill Park to John Richardson.

conformable to the Proposal therein recited to have been then lately made by the said *Thomas Hill* and *Samuel Hopkins* to the said *Henry* Earl of *Abergavenny*, and subject to the Conditions and Restrictions therein mentioned: And whereas by an Agreement bearing Date on or about the Twenty-ninth Day of *September* One thousand eight hundred and thirty-one, and made or expressed to be made between the said *Henry* Earl of *Abergavenny*,

venny, the Right Honourable *John* commonly called Viscount *Nevill*, and the Honourable and Reverend *William Nevill*, therein described as Sons of the said *Henry Nevill* Earl of *Abergavenny*, of the one Part, and *James Richardson* of *Tunbridge Wells* in the County of *Kent*, Builder, of the other Part, the said *Henry Nevill* Earl of *Abergavenny*, and the said *John* Viscount *Nevill* and *William Nevill*, for the Considerations therein mentioned, did thereby, for themselves, their Heirs, Executors, and Administrators, agree that the said Earl, or in case of his Death, and either of the said other Parties should come into Possession, then that the Party in Possession should and would, within the Space of Twelve Months from the Date thereof, at his own Costs and Expences, make a Carriage Road on the South Side of the Ground thereby agreed to be demised to the said *James Richardson*, to communicate from *Tunbridge Wells Common* into the Road on *Rustall Common* leading from *Tunbridge Wells* to *Groombridge*, for the Use and Accommodation as well of the said Earl and his Heirs as of the said *James Richardson*, his Executors, Administrators, and Assigns, as Tenants and Occupiers of the demised Premises, and also of all other Persons taking or holding Lands or occupying Lands and Hereditaments of the said Earl and Viscount or of the said *William Nevill*, and also erect Lodges at each Entrance of the said Road, with proper Gates thereto respectively, and also that the said Earl, or in case either of the said other Parties should come into Possession then that the Party in Possession, should and would grant One or more Lease or Leases unto the said *James Richardson*, his Executors, Administrators, and Assigns, or to his or their Nominee, of all that Messuage and Tenement and Buildings called or known by the Name of the *White Hart*, and all the Land thereunto belonging, containing by Admeasurement Four Acres, little more or less, as the same was then lately demised to Mistress *York*, and was then occupied by *Charles Hollamby*, bounded on the South by the said new intended Road, on the North by the Road leading from *Tunbridge Wells* to *Groombridge*, on the West by Ground of the said Earl in the Occupation of *Charles Hollamby* senior, and on the East by *Bishops Down Common*, together with the free Use and Benefit of the said new Road for the said *James Richardson*, his Executors, Administrators, and Assigns, Tenants and Occupiers of the said Premises, with Horses, Cattle, and Carriages, or without, at all Times, at his, her, or their free Will and Pleasure, and all other Ways and all Watercourses whatsoever to the said Premises belonging, to hold the same Messuage, Buildings, Land, and Premises unto the said *James Richardson*, his Executors, Administrators, and Assigns, from the Day of the Date thereof for the Term of Sixty Years, with such Benefit of Renewal or Extension of the said Time as therein-after mentioned, at and under the yearly Rent of Sixty-five Pounds, clear of all Rates, Taxes, and Deductions whatsoever, Parliamentary and Parochial, payable quarterly at the Days and Times therein mentioned, the first Payment to be made on the Twenty-fifth Day of *December* then next ensuing; and also that, for the Purpose of extending the Term to be granted in the said Premises to the full Term of Seventy-five Years from *Michaelmas Day* then next, he the said *Henry Nevill* Earl of *Abergavenny*, or the said Viscount, or the said *William Nevill*, whichever of them should at the Time be in Possession of the said Premises subject to the Term therein-before agreed to be granted, should and would, at the Expiration of Fifteen Years from the said Twenty-ninth Day of *September* then next, at the Request, Costs, and Charges of the said *James Richardson*, his

his Executors, Administrators, and Assigns, accept and take a Surrender or Surrenders of the Lease or Leases thereby agreed to be granted, and thereupon immediately afterwards grant and execute a new Lease or Leases of the Hereditaments and Premises to the Person or Persons surrendering the same, or to his or their Nominee or Nominees, for Sixty Years, to commence and be computed from that Period, at the said Rent or Rents, and subject to the same Covenants, Clauses, Provisoes, Conditions, and Agreements as were or should be contained in the Lease or Leases as aforesaid to be surrendered, or such of them as should be then existing or capable of being performed: And whereas the Rent reserved by the said Agreement was the best Rent which, regard being had to the Covenants and Conditions under which the Lease was agreed to be granted, could be reasonably obtained for the Premises thereby agreed to be demised: And whereas the said Road and Lodges mentioned in the said Agreement were accordingly made by the said *Henry Nevill* Earl of *Abergavenny*, and in making such Road and Lodges, with Fences forming a Kind of Crescent, the said *Henry Nevill* Earl of *Abergavenny* has expended the Sum of One thousand four hundred Pounds of his own Money: And whereas by another Agreement, bearing Date on or about the Second Day of *August* One thousand eight hundred and thirty-three, and made or expressed to be made between the said *Henry Nevill* Earl of *Abergavenny* and the said *John* Viscount *Nevill* and *William Nevill* of the one Part, and the Reverend *Thomas Jennings Bramly* of *Sandgate* in the County of *Kent*, Clerk, of the other Part, the said *Henry Nevill* Earl of *Abergavenny* and the said *John* Viscount *Nevill* and *William Nevill*, for the Considerations therein mentioned, did thereby, for themselves, their Heirs, Executors, and Administrators, agree that the said *Henry Nevill* Earl of *Abergavenny*, or in case of his Death, and either of the said other Parties should come into Possession, then that the Party in Possession should and would, when the Messuage or Dwelling House therein mentioned should be erected and built, grant a Lease unto the said *Thomas Jennings Bramly*, his Executors, Administrators, and Assigns, of all that Piece and Parcel of Land situate on the same Side of the said new Road made by the said *Henry Nevill* Earl of *Abergavenny* in *Nevill Park* as the Nursery Ground of *Hollamby*, being in the Parish of *Speldhurst* and County of *Kent*, and running from the said Road up to *Sandy Lane*, and which Piece or Parcel of Land contained in front next the said new Road One hundred and twenty Feet, and was more particularly mentioned and described in the Plan annexed to the now reciting Agreement, and signed by all the Parties thereto, together with the free Use and Benefit of the said new Road for the said *Thomas Jennings Bramly*, his Executors, Administrators, and Assigns, Occupiers of the said Premises, with Horses, Coaches, and light Carriages, or without, at all Times, at his, her, or their free Will and Pleasure, to pass and repass, but Waggons and Carts were only to have Access to the said Premises for necessary Purposes, and not to pass from one Lodge Gate to the other, and also all Ways and Watercourses thereto belonging, to hold the said Piece or Parcel of Land, with the Appurtenances, unto the said *Thomas Jennings Bramly*, his Executors, Administrators, and Assigns, from the Day of the Date thereof for the Term of Sixty Years, with such Benefit of Renewal or Extension of the said Time as were therein-after mentioned, at and under the clear yearly Rent of Thirty Pounds, clear of all Rates, Taxes, and Deductions whatsoever, Parliamentary or Parochial, payable quarterly at the Days and Times

Agreement dated 2d August 1833 for Lease of Premises in Nevill Park to the Reverend Thomas Jennings Bramly.

Times therein mentioned, the first Payment to be made on the Twenty-fifth Day of *December* then next ensuing, but that the said *Henry Nevill* Earl of *Abergavenny* would allow Fifteen Pounds out of the first Year's Rent in consideration of the building; and it was also thereby agreed, that for the Purpose of extending the Term to be granted in the said Premises to the full Term of Seventy-five Years from the Twenty-fourth Day of *July* then next, the said *Henry Nevill* Earl of *Abergavenny*, or the said Viscount, or the said *William Nevill*, whichever of them should at the Time be in Possession of the said Premises subject to the Term hereinafter agreed to be granted, should and would, at the Expiration of Fifteen Years from the Date thereof, at the Request, Costs, and Charges of the said *Thomas Jennings Bramly*, his Executors, Administrators, and Assigns, accept and take a Surrender of the Lease thereby agreed to be granted, and thereupon immediately afterwards grant and execute a new Lease of the said Land and Premises to the Person surrendering the same, or to his Nominee or Nominees, for the Term of Sixty Years, to commence and be computed from that Period, at the said Rent, and subject to the same Covenants, Clauses, Provisoes, Conditions, and Agreements as were or should be contained in the Lease to be surrendered, or such of them as should be then existing or capable of being performed: And whereas the Rent reserved by the said last-mentioned Agreement was the best Rent which, regard being had to the Covenants and Conditions under which the Lease was agreed to be granted, could be reasonably obtained for the Premises thereby agreed to be demised: And whereas by a verbal Agreement the said *Henry Nevill* Earl of *Abergavenny*, and the said *John* Viscount *Nevill* and *William Nevill*, have in like Manner as mentioned in the said last-recited Agreement agreed to grant a Lease, or include in the Lease before mentioned, unto the said *Thomas Jennings Bramly*, his Executors, Administrators, and Assigns, of all that Piece or Parcel of Land situate on the same Side of the said new Road made by the said *Henry Nevill* Earl of *Abergavenny* in *Nevill Park* as the said Nursery Ground of *Hollamby*, being in the Parish of *Speldhurst* and County of *Kent*, and running from the said Road up to *Sandy Lane*, and which Piece or Parcel of Land contained in front next the said new Road Thirty Feet, running parallel with the other Piece or Parcel of Land agreed to be demised by the last-recited Agreement, the One hundred and twenty Feet thereby agreed to be demised being found insufficient for so good a House as was built thereon by the said *Thomas Jennings Bramly*, at the yearly Rent of Seven Pounds Ten Shillings, payable quarterly, and to be subject to the several Clauses and Agreements in the last-recited Agreement contained: And whereas the said *Henry Nevill* Earl of *Abergavenny* is now seised or otherwise well entitled for an Estate of Inheritance in Tail Male in Possession of and to all and singular the Manors and other Hereditaments comprised in and settled by the said herein-before recited Act of the Second and Third of *Philip* and *Mary* which remain unsold, free from all Incumbrances created by the Indentures of the Twenty-ninth Day of *September* One thousand seven hundred and eighty-one and the Sixteenth Day of *October* One thousand seven hundred and eighty-six, recited in the herein-before recited Act passed in the Thirtieth Year of the Reign of His said late Majesty King *George* the Third, and all other Incumbrances whatsoever: And whereas the said *Henry Nevill* Earl of *Abergavenny* has no other Power of making Leases of the Hereditaments and Premises of which he is so seised as Heir in Tale Male in manner aforesaid,

Further Agreement with the said Thomas Jennings Bramly.

aforesaid, beyond his own Life, than such as is given by the said recited Act of the Thirty-fifth Year of Queen *Elizabeth*, and also the Power of leasing conferred by the said herein-before recited Act of the Thirtieth Year of the Reign of His said late Majesty King *George* the Third: And whereas Parts of the said Hereditaments and Estates of which the said *Henry Nevill* Earl of *Abergavenny* is so seised as aforesaid are situate in the Parish of *Speldhurst* in the County of *Kent*, and the adjoining Parish of *Frant* in the County of *Sussex*, and lying within Three Miles of the Town or Village of *Tunbridge Wells* aforesaid, and other Parts of the said Hereditaments and Estates are situate in the Parish of *Rottingdean* in the said County of *Sussex*, and extend Eastward parallel with the Sea, commencing from the Termination of the Town and Parish of *Brighton*, on the East End thereof, to and beyond the Village of *Rottingdean*, and other Parts are situate in the Borough and Town of *Lewes*, or near thereto: And whereas the said Town of *Brighton* has of late Years been very much extended, and has become a very considerable Place, and it will be highly advantageous to the said *Henry Nevill* Earl of *Abergavenny*, whose Lands adjoin the said Town, and the future Heirs Male of the Body of the said *Edward Nevill*, Son and Heir of the said Sir *Edward Nevill* mentioned in the said recited Act of the Second and Third of *Philip* and *Mary*, that they should have a further Power of leasing as well the said Hereditaments and Premises situate in the Parish of *Rottingdean* aforesaid as all or any of the said Lands and other Hereditaments which the said *Henry Nevill* Earl of *Abergavenny* is seised of or entitled unto in Tail Male as aforesaid, and in respect of which such Power of leasing was conferred by the herein-before recited Act of the Thirtieth Year of the Reign of His late Majesty King *George* the Third, as herein-before is mentioned, at the most improved Rent, under certain Restrictions, in addition to the Power of leasing under the said Act of the Thirty-fifth Year of the Reign of Queen *Elizabeth*, and the Thirtieth Year of the Reign of His late Majesty King *George* the Third, and so far as respects the Hereditaments comprised in the said last-mentioned Act, in Enlargement of the Powers thereby given: And whereas the said *James Richardson* and *Thomas Jennings Bramly* have expended several Thousand Pounds in Buildings upon and other Improvements of the said Pieces or Parcels of Land and Premises comprised in the said herein-before recited Agreements respectively, and the said *Henry Nevill* Earl of *Abergavenny* is desirous that he the said *Henry Nevill* Earl of *Abergavenny*, and all Persons who may be hereafter interested in the said entailed Hereditaments and Estates, should have the Power of granting Leases for the full Term of Seventy-five Years, in the said Agreements mentioned, of the said Pieces or Parcels of Land and other Hereditaments therein respectively comprised, in pursuance of the same Agreements: Wherefore Your Majesty's most dutiful and loyal Subject the said *Henry Nevill* Earl of *Abergavenny* doth most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King'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 immediately after the passing of this Act it shall and may be lawful to and for the said *Henry Nevill* Earl of *Abergavenny*, and all other Persons claiming under the said herein-before in part recited Act of *Philip* and *Mary*, by Indenture or Indentures, to be sealed and delivered by him or them in the Presence of and to be attested by Two or more credible Witness or Witnesses, to demise or lease the Pieces

Power to Earl of Abergavenny to demise certain Pieces of Land for 75 Years.

or Parcels of Land and other Hereditaments respectively comprised in the herein-before recited Agreements of the Twenty-ninth Day of *September* One thousand eight hundred and thirty-one and the Second Day of *August* One thousand eight hundred and thirty-three respectively, and the Houses and Buildings now erected thereon or to be erected thereon, with their Appurtenances, to the Persons claiming under the said Agreements respectively, their respective Executors, Administrators, or Assigns, for the respective Terms of Seventy-five Years from the respective Dates of the said Agreements respectively, at the Rents and subject to the Stipulations in the said Agreements respectively mentioned, save and except the Stipulations therein respectively contained as to Renewal, and also to demise or lease the Premises herein-before mentioned to be comprised in the said verbal Agreement unto the said *Thomas Jennings Bramly*, his Executors, Administrators, or Assigns, for the Term of Seventy-five Years from the said Second Day of *August* One thousand eight hundred and thirty-three, at the yearly Rent of Seven Pounds Ten Shillings herein-before mentioned to have been agreed on by the said verbal Agreement.

Power to lease for Ninety-nine Years.

II. And be it further enacted, That it shall and may be lawful to and for the said *Henry Nevill* Earl of *Abergavenny*, and to and for every future Heir Male of the Body of the said *Edward Nevill*, Son and Heir of the said Sir *Edward Nevill* mentioned in the said recited Act of the Second and Third of *Philip* and *Mary*, and all other Person or Persons, if any, who may, under and by virtue of the same Act, at any Time or Times hereafter become entitled to or interested in the said Hereditaments and Estates, being of full Age, and seised in Possession of all or any of the said Manors and other Hereditaments of or to which the said *Henry Nevill* Earl of *Abergavenny* is at the Time of the passing of this Act seised as Heir in Tail Male in Possession under and by virtue of the said recited Act of the Second and Third of *Philip* and *Mary*, and in case of such Heir Male or other Person so seised who shall be an Infant under the Age of Twenty-one Years, for the Guardian or Guardians of such Infant for the Time being, by Indenture or Indentures, to be sealed and delivered by him the said *Henry Nevill* Earl of *Abergavenny*, or such future Heir Male, or such Person or Persons or Guardian or Guardians, as aforesaid, in the Presence of and to be attested by Two or more credible Witnesses, to make any Demise or Demises, Lease or Leases of all or any Part of the said Lands and other Hereditaments situate in the said Parish of *Speldhurst* in the County of *Kent*, and *Frant* in the County of *Sussex*, or within the Town or Village called *Tunbridge Wells*, or within the Distance of Three Miles from any Part of the same Town or Village, or within the Borough and Town of *Lewes*, or within the Distance of One Mile from any Part of the same, or within the Parish of *Rottingdean* within the Distance of One Mile from the High-water Mark of the Sea which lies on the South Side of the Lands and Hereditaments in the said last-mentioned Parish, or within the Town of *Abergavenny* in the County of *Monmouth*, or within the Precincts of the same Town, save and except the Capital Messuage or Mansion House formerly called *Ewridge Place*, but now *Eridge Castle*, in the said County of *Sussex*, and all Buildings, Gardens, and Appurtenances to the same Capital Messuage or Mansion House belonging, or therewith usually occupied or enjoyed, and the Park called *Eridge Park* otherwise

otherwise *Frant Park*, also situate in the said County of *Sussex*, and also all such Lands adjoining to the said Capital Mansion House or any of its Appurtenances, or to the said Park, as have been or are now usually occupied or enjoyed with the said Capital Mansion House and Park, and the Site of *Abergavenny Castle*, or within any Market Town in the said County of *Monmouth* or in any other County, with their respective Appurtenances, for any Term or Number of Years not exceeding Ninety-nine Years from the making thereof, unto any Person or Persons who shall be willing to erect and build any House or Houses or Buildings instead of the Houses and Buildings respectively thereon at the Time of making such Lease or Leases, or in addition thereto, or to erect and build any House or Houses or other Buildings on any of the said Lands or Grounds whereon no Houses or Buildings are or shall be then standing, or who shall be willing to annex any of the said Lands and Grounds for Yards, Gardens, or other Conveniences to Houses or Buildings erected and built or to be erected and built from Time to Time on the said Lands and Grounds or any Part thereof, or on any adjoining Lands or Grounds, or otherwise to improve the said Premises or any Part thereof; and with or without Liberty for the Lessee or Lessees to take down and remove all or any Part or Parts of the Buildings standing on the Lands or Grounds 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 upon; and with or without Liberty for the Lessee or Lessees to set out and allot any Part or Parts of the Land or Ground to be comprised in any such Lease or Leases as or for the Site of any Streets, Squares, Roads, Ways, Avenues, Passages, Sewers, Drains, Gardens, Pleasure Grounds, Shrubberies, or otherwise, for the Use and Convenience of the respective Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement of the Premises or any Part thereof; and also with or without Liberty for the Lessee or Lessees to dig and make, in or under any of the Land or Ground which may be set out and allotted for Streets, Squares, Roads, Ways, Avenues, or Passages 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, such Earth, Clay, Sand, Loam, Gravel, or other Soil as it shall be necessary or convenient to remove for effecting any of the Purposes aforesaid, and also to dig and excavate any Earth, Clay, Sand, Loam, Gravel, or other Soil 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 to be used in such new Buildings, Repairs, or Improvements as aforesaid; and also with or without any other Liberties or Privileges which to the Party or Parties making or granting such Lease or Leases shall seem reasonable; so as there be reserved in every such Lease or Demise, except in those Cases in which a Peppercorn Rent may be reserved, according to the Provisions herein-after contained, the best yearly Rent, to be incident to the Reversion expectant on the Determination thereof, that can be reasonably had or gotten for the same, to be made payably half-yearly or oftener; and so as 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 there shall be contained a Covenant

on the Part of the Lessee or Lessees to build and finish the Houses and Buildings which may be agreed to be erected and built on the Premises within a Time to be specified for that Purpose, and to keep in repair such Houses and Buildings as shall be so built; and so as in every such Lease or Demise which shall be made for the Purpose of having Buildings rebuilt there shall be contained a Covenant on the Part of the Lessee or Lessees substantially to rebuild the same within a Time to be specified for that Purpose, and to keep in repair the Houses and Buildings agreed to be rebuilt; and so as in every such Lease or Demise 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, and of all Taxes, Charges, Rates, Assessments, and Impositions whatsoever affecting the same Premises, and also a Covenant for keeping the Houses and Buildings erected and built and to be erected and built on the Premises to be therein comprised insured from Loss or Damage by Fire to the Amount of Three Fifths at least of the Value thereof in some or one of the public Offices of 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 Houses or Buildings as shall be destroyed or damaged by Fire, and also to surrender the Possession of and leave in repair the Houses and Buildings to be erected and built or rebuilt on the Premises therein comprised on the Expiration or other sooner Determination of the Term to be thereby granted; and so as in every such Lease or Demise there be contained a Power for the Person or Persons for the Time being entitled to the Remainder or Reversion of the Premises therein comprised expectant on the Determination thereof, his, her, and their Surveyors and Agents, to enter upon the Premises therein comprised, and inspect the Condition thereof; and also a Proviso or Condition of Re-entry for Nonpayment of the Rent or Rents to be thereby reserved, or for Nonperformance of any of the Covenants, Provisoes, and Conditions therein contained on the Part of the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns; and also with or without a Proviso that no Breach of any of the Covenants to be therein contained, except the Covenant for the Payment of the Rent, or such other Covenant or Covenants, if any, as may be agreed upon between the Parties to be so excepted, shall occasion any Forfeitures of any 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, and the Damages 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 also with or without a Proviso or Clause to prevent Advantage being taken of such Power of Re-entry against an Assignee or Assignees of Part of the Premises in any such Lease to be comprised, for Breach of any of the Covenants contained in any such Lease, committed, not in such Part, but in some other Part of the said Premises; and every such Lease may also contain any other Covenants, Agreements, Powers, Conditions, or Restrictions which shall appear reasonable to the Party or Parties making or granting the same; and so as the respective Lessees execute Counterparts of their respective Leases.

Power to lay out and form Streets, Sewers, &c.

III. And be it further enacted, That it shall and may be lawful for the said *Henry Nevill* Earl of *Abergavenny*, and all future Heirs Male of the Body

Body of the said *Edward Nevill*, Son and Heir of the said Sir *Edward Nevill*, in the said recited Act of the Second and Third of *Philip* and *Mary* mentioned, and such other Person or Persons aforesaid, at any Time or Times, and from Time to Time, to lay out and appropriate any of the said Lands, Grounds, and Premises herein-before authorized to be leased as aforesaid as for a Way or Ways, Street or Streets, Square or Squares, Avenue or Avenues, Passage or Passages, Sewer or Sewers, Drain or Drains, or other Conveniences, for the general Improvement of the Estate and the Accommodation of the Tenants and Occupiers thereof, in such Manner as shall be deemed expedient, and to take down and remove any such of the Buildings thereon as it shall be necessary or be deemed expedient to take down and remove for facilitating such Improvements as aforesaid, or carrying into execution any of the Purposes of this Act, and to dispose or make use of the Materials thereof in such Manner as it shall be thought most useful for those Purposes.

Power to enter into Contracts for granting Leases.

IV. Provided always, and be it further enacted, That it shall be lawful for the said *Henry Nevill* Earl of *Abergavenny*, and all future Heirs Male of the Body of the said *Edward Nevill*, Son and Heir of the said Sir *Edward Nevill* in the said recited Act of the Second and Third of *Philip* and *Mary* mentioned, and such other Person or Persons as aforesaid, at any Time or Times, or from Time to Time, to enter into any Contract or Contracts in Writing for granting any Lease or Leases of the Buildings, Lands, and Grounds herein-before authorized to be leased as aforesaid, or any Part or Parts thereof, 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 Land or Buildings so agreed to be let, or any Part or Parts thereof, 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 and lease the Buildings and Grounds mentioned in such Contract or Contracts, or any Part or Parts thereof, to the Person or Persons contracting to take the same as aforesaid, his, her, or their Executors, Administrators, or Assigns, or to such other Person or Persons as he, she, or they shall nominate or appoint, for 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; and, if the Party or Parties so contracting shall think the same expedient, to agree that the full Rent in such Contracts or Contract to be made payable shall be reserved in the Leases to be granted of a given Quantity, of an annual Value at the Time when such Lease is executed of Four Times the whole Rent so reserved, 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; or, if no given Quantity for such Purpose shall be specified in such Contract or Contracts, 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 an annual Value at the Time when such Lease is executed of Four Times the whole Rent so reserved, of the Hereditaments

Hereditaments thereby agreed to be demised, the Residue thereof, if any, shall be demised by One or more Lease or Leases at the yearly Rent of a Peppercorn, and in the Case of Leases to be granted subject to the yearly Rent of a Peppercorn to agree to grant the same either before or after the 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 Two Years from the Date of such Contract or Contracts, and may be made to increase periodicalny, beginning with such Proportion 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, 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 Heredita ments comprised in such Contract or Contracts as 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 Powers of leasing herein-before contained.

Contracts to contain a Clause for vacating the same on the Terms not being complied with.

V. Provided always, and be it further enacted, That in every such Contract there shall be inserted a Clause or Provision for vacating the same as to or for Re-entry upon such Part or Parts of the Buildings, Land, or Ground therein comprised and agreed to be let as shall not have been actually leased, and shall not have been built upon or rebuilt or repaired, laid out, formed, or improved, in the Manner in such Contract stipulated, within a reasonable Time to be thereby 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 Contracts shall accept the same and execute a Counterpart or Counterparts thereof within a reasonable Time to be thereby appointed, or that in default thereof such Contract shall, as to all the Buildings, Lands, and Grounds not actually leased, be void.

New Covenants may be entered into with any Persons with whom Contracts shall have been made.

VI. Provided always, and be it further enacted, That it shall be lawful for the Party or Parties hereby authorized to make or grant Leases from Time to Time to enter into any new Covenants or Agreements 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 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 or their Heirs, Executors, Administrators, or Assigns, of and from the Observance of all or any Part of

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, or to accept a Surrender of all or any Part of the Hereditaments comprised in any such Contract or Contracts, and the Hereditaments so surrendered may be leased or contracted, and agreed to be leased and afterwards leased, under the Powers and Authorities herein contained, in like Manner as if no Contract or Contracts for leasing the same had been previously entered into or executed.

Leases granted under this Act to be deemed to be duly granted.

VII. Provided also, and be it further enacted, 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.

Power to lease the Property before authorized to be leased for Forty Years for repairing.

VIII. And be it further enacted, That from and immediately after the passing of this Act it shall and may be lawful to and for the said *Henry Nevill* Earl of *Abergavenny*, and all future Heirs Male of the Body of the said *Edward Nevill*, Son and Heir of the said Sir *Edward Nevill* in the said recited Act of the Second and Third of *Philip* and *Mary* mentioned, and such other Person or Persons as aforesaid, at any Time or Times and from Time to Time, by Indenture or Indentures to be sealed and delivered by them, him, or her in the Presence of and to be attested by Two or more credible Witness or Witnesses, to demise or lease all or any Part of the Messuages, Tenements, Lands, and other Hereditaments herein-before and by the said recited Act of the Thirtieth Year of the Reign of His said late Majesty King *George* the Third authorized to be leased, with the Appurtenances respectively, to any Person or Persons willing to repair the said Messuages or Buildings or any future Messuages or Buildings to be erected thereon at his or their own Expence, for any Term or Number of Years not exceeding Forty Years, to take effect in Possession and not in Reversion or by way of future Interest; so as in every such Lease so to be made and executed as aforesaid there shall be reserved and made payable, during the Continuance of the Term to be thereby granted, the best or most improved yearly Rent or Rents that can or may be reasonably had or gotten for the same, to be made payable quarterly, 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 as in every such Lease there be contained a Clause or Condition of Re-entry for Nonpayment of the Rent or Rents thereby respectively to be reserved, if the same shall be in arrear by the Space of Twenty-one Days after the same shall become due, or for Nonperformance of the Covenants and Agreements therein respectively to be contained on the Lessees Part or any of them; and so as the Lessee or Lessees do execute a Counterpart thereof, and shall thereby covenant for the due Payment of the Rent or Rents thereby respectively to be reserved, and of all Taxes, Charges, Rates, Impositions, and Assessments affecting the same, and to repair and maintain and keep in repair the Messuages or Tenements and Premises thereby to be demised,

and also a Covenant for keeping the Houses and Buildings comprised in such Lease insured from Loss or Damage by Fire to the Amount of Three Fifths at the least of the Value thereof in some or one of the public Offices of 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 Houses or Buildings as shall be destroyed or damaged by Fire, and also to surrender the Possession of and leave in repair the Houses and Buildings on the Expiration or other 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 Remainder or Reversion of the Premises therein comprised expectant on the Determination thereof, his, her, or their Surveyors and Agents, to enter on the Premises therein comprised and inspect the Condition thereof, together with such other Covenants, Provisoes, Conditions, and Agreements as the said *Henry Nevill* Earl of *Abergavenny*, and all future Heirs Male of the Body of the said *Edward Nevill*, Son and Heir of the said Sir *Edward Nevill* in the said recited Act of the Second and Third of *Philip* and *Mary* mentioned, or such other Person or Persons as aforesaid, shall deem proper and reasonable, and so as the Lessee or Lessees be not by any Clause or Words therein contained made dispunishable of Waste or exempted from Punishment for commiting Waste.

Power to confirm the Leases granted under the Authority of this Act.

IX. And be it further enacted, That it shall and may be lawful for the said *Henry Nevill* Earl of *Abergavenny*, and all future Heirs Male of the Body of the said *Edward Nevill*, Son and Heir of the said Sir *Edward Nevill* in the said recited Act of the Second and Third of *Philip* and *Mary* mentioned, and such other Person or Persons as aforesaid, at any Time or Times and from Time to Time 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 Contracts 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 Leases respectively, or to accept a Surrender or Surrenders of any Lease or Leases, 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 Rents than was or were, reserved in the Lease or Leases so surrendered, so nevertheless that no Fine or Premium shall be accepted or taken for making any such Confirmation or Confirmations or new Lease or Leases respectively.

X. And

The Powers of leasing herein-before given not to repeal the Powers granted by former Acts.

X. And be it further enacted, That the Powers of leasing herein-before given unto the said *Henry Nevill* Earl of *Abergavenny* and such Person or Persons as aforesaid shall not be construed to repeal, take away, revoke, or in any way diminish the Powers of leasing given by the herein-before recited Acts of the Thirty-fifth Year of Queen *Elizabeth* or the Thirtieth Year of the Reign of His said late Majesty King *George* the Third, but such Powers of leasing so given by the said last-mentioned Acts shall be and remain in as full Force as if this Act had not been made.

General Saving.

XI. Saving always to the King's most Excellent Majesty, His Heirs and Successors, except so far as His and their Estates and Interests are affected by this Act, and to all and every Person and Persons, Bodies Politic and Corporate, and his, her, and their respective Successors, Heirs, Executors, and Administrators, other than and except the said *Henry Nevill* Earl of *Abergavenny* and his Assigns, and the future Heirs Male of the Body of *Edward Nevill* mentioned in the said Act of the Second and Third of *Philip* and *Mary* as Son and Heir of the said Sir *Edward Nevill* in the said Act mentioned, and also other than and except such other Person and Persons as by virtue of any of the Remainders or Limitations in the said Act of *Philip* and *Mary* contained now are or may hereafter become interested in all or any Part of the Hereditaments and Premises to be comprised in the Leases hereby authorized, all such Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever of, in, to, or out of the said Hereditaments and Premises last mentioned, or any Part thereof, as they, any or either of them, had before the passing of this Act, or could or might have held or enjoyed if this Act had not been made.

Act to be printed by the King's Printers.

XII. And be it further enacted, That this Act shall be printed by the several Printers to the King'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.

LONDON: Printed by GEORGE EYRE and ANDREW SPOTTISWOODE,
Printers to the King's most Excellent Majesty. 1836.