



ANNO QUINQUAGESIMO TERTIO

GEORGI II. REGIS.

Cap. 202.

An Act to enable the Trustees of certain Lands, demised by the Will of *William Seabright* deceased, situate in the Township of *Bednal Green* otherwise *Bethen Hall Green*, in the Parish of *Stepney* otherwise *Stabinbeath*, in the County of *Middlesex*, to grant Building Leases thereof. [7th July 1813.]

WHEREAS *William Seabright* of *London*, Esquire, deceased, duly made and published his last Will and Testament, in Writing, bearing Date the Twenty-fifth Day of *October* in the Year of our Lord One thousand six hundred and twenty, and in the Seventeenth Year of the Reign of His Majesty King *James* the First, which said Will contained amongst others the following Clauses; that is to say, ‘ And where my Purpose and Meaning is, by the Help and Assistance of Almighty God, and during the Time of this my Life, for the natural Love and Affection I bear unto the Parish of *Wolverley*, in the County of *Worcester*, the Place of my Birth, where I was bred up a great Part of my Youth, to provide some small Help as well for and towards the Relief of the Poor within the said Parish and other the Parishes hereunder named for ever, as also for the further Good of the said Parish, to erect a Free Grammar School for the teaching, instructing, and bringing up of the Children of the said Parish in the Fear of God, Virtue, and Learning, the same to have the like Continuance for ever; and to give and allow a convenient Portion of Lands as well towards the Relief of the Poor as the Maintenance of a godly and learned Schoolmaster within the said Parish; and to the
[Loc. & Per.]

Will of *William Seabright* Esq.
25th *October*
1620.

‘ End that this my Devise and Purpose herein may be justly and
 ‘ thoroughly performed in all Things according to my Heart’s Desire, I
 ‘ do therefore give, devise, and bequeath to my loving Nephew *Edward*
 ‘ *Seabright* Gentleman, *Samuel Atwood* Gentleman, *Anthony Carrington*
 ‘ Vicar of *Wolverley*, *Simon Jewkes*, *Thomas Steward*, *Thomas Goodyear*,
 ‘ *Edward Hill*, *Francis Wood*, *Humphrey Langmore*, *Edward Thomas*,
 ‘ and *John Hill* of *Cockeliffe*, all of them being at this present Inhabitants
 ‘ within the said Parish of *Wolverley*, and to the Survivors of them; their
 ‘ Heirs, Executors, and Assigns for ever, all that my Messuage or Tene-
 ‘ ment in *Mark-lane*, within the City of *London*, being lately newly
 ‘ built, and divided into Two several Tenements or Dwelling-houses, in
 ‘ the Parish of *Saint Olave*, in the Ward of the *Tower* of *London*, now
 ‘ or lately in the Tenure of *Steeres*, my Tenant, for Term of divers
 ‘ Years yet to come, at the yearly Rent of Eight Pounds, payable at
 ‘ *Christmas* and *Midsummer* Half-yearly, out of which there is paid yearly
 ‘ to the King Twenty Shillings only at the Feast of *Michaelmas*; which
 ‘ Two Houses, if they were out of Lease and in present Possession, were
 ‘ worth to be let at Forty Pounds by the Year: And also all those my
 ‘ Twenty Acres of Land and Pasture lying and being in the Township of
 ‘ *Bednall Green* alias *Bethenball Green*, in the Parish of *Stepney* alias *Sta-*
 ‘ *binbeath*, in the County of *Middlesex*, whereof Twelve Acres Parcel
 ‘ thereof are lying in a Field called *Markbams*, and one Conduit-head,
 ‘ built of Brick and Stone therein standing, which Twelve Acres have
 ‘ heretofore been divided into Three several Closes, and now laid open
 ‘ into one Close, which said Conduit-head was by me lately demised by
 ‘ Indenture of Lease to the Right Honourable *William* Lord Marquis of
 ‘ *Winchester* for divers Years yet enduring, at the yearly Rent of Ten
 ‘ Pounds to be paid Half-yearly; and the said Eight Acres of Land or
 ‘ Pasture, residue of the said Twenty Acres, were sometime divided into
 ‘ Two several Closes, and now both of them laid open into one Close or
 ‘ Pasture adjoining to *Milkwives* Bridge on the East Side thereof, which
 ‘ said Twenty Acres being Freehold, are now in the Occupation of
 ‘ *Stephen Newman* and *Reignold Schollis*, as my Tenants at Will, for the
 ‘ yearly Rent of Fifty Pounds, to be paid Quarterly, and are Parcel
 ‘ of the Manor of *Stepney*, and holden by Deed indented of the Right
 ‘ Honourable *Thomas* Lord *Wentworth*, Lord of the said Manor, in
 ‘ free Soccage, by the yearly Rent of Thirteen Shillings and Four-pence,
 ‘ payable only at the Feast of *Saint Michael* the Archangel, and they be
 ‘ bound to pay and discharge from Time to Time all manner of Quit-
 ‘ rents, Duties, and Demands due and payable as well to the King’s
 ‘ Majesty as to the Chief Lord of the said Manor, and to the Parson and
 ‘ Vicar there: And my Will and Meaning is, that my said Feoffees
 ‘ *Edward Seabright*, *Samuel Atwood*, *Anthony Carrington*, *Simon Jewkes*,
 ‘ *Thomas Steward*, *Thomas Goodyear*, *Edward Hill*, *Francis Wood*,
 ‘ *Humphrey Langmore*, *Edward Thomas*, and *John Hill*, and the Survi-
 ‘ vors of them, their Heirs, Executors, and Assigns, shall receive yearly
 ‘ the whole Profits, Issues, and Rents of all and singular the said Pre-
 ‘ mises, which at this present doth amount to the yearly Rent of Three
 ‘ score seven Pounds, or near thereabouts, over and besides all Quit-
 ‘ rents and other Charges issuing out of the same, and shall yearly for
 ‘ ever hereafter take Order that there be provided from Time to Time,
 ‘ for and towards the Relief of the Poor within the several Parishes of
 ‘ *Wolverley* aforesaid, *Oldswinford*, *Kidderminster*, *Chadesley*, *Corbett*,
 ‘ and

and *Bewdley*, within the said County of *Worcester*, and the Parish of
Kinfare within the County of *Stafford*, and the Parish of *Alvely* within
 the County of *Salop*, to every of them severally Fourteen Pennyworth
 of Bread, to be distributed upon every *Sabbath-day* for ever hereafter
 presently after the ending of Morning Prayer and Sermon, if any shall
 be, in Penny White or Wheaten Loaves to Fourteen of the most
 poorest and neediest Persons of every of the said several Parishes, such
 as the Parson, Vicar, or Minister, with the Churchwardens and Parish
 Clerks for the Time being of every such Parish or the more Part of
 them, shall in their Discretions think meet and to have most Need;
 and that my said Feoffees or the more Part of them, and their Heirs
 and Assigns for ever hereafter, shall take Order that at every Feast of
All Saints hereafter, or within one Month after, they pay and deliver
 for every several Year hereafter to the Churchwardens, or to the Parish
 Clerks for the Time being, of every the said several Parishes of *Wolver-*
ley, *Oldswinford*, *Chadley*, *Kidderminster*, *Bewdley*, *Kinfare*, and *Alvely*,
 the Sum Three Pounds and Eight-pence, wherewith there shall be
 bought and provided by the said Churchwardens and Parish Clerks of
 every such Parish, or by some of them, against every *Sabbath-day* here-
 after, the said Quantity of Fourteen Pennyworth of good, sweet, and
 wholesome Bread of Wheat or of Messin, the same to be set upon the
 Communion Table at the Beginning of Morning Prayer, and at the
 End thereof to be distributed as abovesaid: And my Will and Mean-
 ing is, and my earnest and hearty Desire to my said Feoffees, and to
 their Survivors, their Heirs, Executors, and Administrators, and to the
 more Part of them for the Time being, that they within three Months
 after my Decease, or sooner if it may conveniently be performed, and
 afterwards as often as by Death or otherwise there shall be Cause, to
 make Choice of an approved, honest and learned Person to be a
 Schoolmaster, to keep a Free Grammar School within the said Parish
 of *Wolverley*, for the free teaching and instructing only of the Children
 of the said Parish, and he to have paid him Half-yearly by my Feoffees
 or the more Part of them for the Time being, the Sum of Twenty
 Pounds by the year; and to the End that this my Purpose and Intent
 touching the Premises may the better be performed and more surely
 maintained in all Things, I do hereby will and appoint, that when and
 as often as by Death, removing their Dwellings out of the said Parish
 of *Wolverley*, want of Ability, Sickness, or otherwise, the said Number
 of my said Feoffees shall be reduced from Eleven to the Num-
 ber of Four or under, then so often the Survivor or Survivors of
 them, their Heirs, Executors, or Assigns for the Time being, by their
 good Discretion upon their Meetings together, and by the Advice of
 learned Council, shall and may by Writing under their Hands and
 Seals, convey and assure all and singular the Premises in *Bednall Green*
 aforesaid, in the said Parish of *Stepney* and County of *Middlesex*, to
 themselves and so many others of the most substantial, honest, and dis-
 creet Inhabitants of the Parish of *Wolverley*, whereof the Vicar of *Wol-*
verley for the Time being to be always one, if the said Committees shall
 so think him fit, or otherwise not as by them or the more Part of them
 to that End and Purpose shall be elected and chosen, and to their Heirs
 and Assigns, as shall with them that shall so remain and survive make up
 the full Number of Eleven Persons respectively, to the Uses, Intents, and
 Purposes aforesaid; and they also so authorized being by Death or other-
 wise

' wife reduced to the Number of Four or under, the Survivors of them
 ' shall and may make the like Choice, and they to make Conveyance
 ' over to others of the most sufficientest Inhabitants of the said Parish of
 ' *Wolverley* for the Time being, so to be chosen, and so every one of
 ' them, one after another respectively, in the like Case to make the
 ' like Choice for the Number aforesaid, and so to have Continuance for
 ' ever; and my Purpose and Intent is, that every one of them so elected,
 ' and to whom such Conveyance shall be so made, for the Time they shall be
 ' so estated in the Premises according to the true Meaning hereof, shall have
 ' and enjoy the like Pre-eminence, Right and Authority to all Intents and
 ' Purposes as to my said first Feoffees is hereby limited and appointed: And
 whereas by Indenture, bearing Date the Sixth Day of *November* One thousand six hundred and forty-nine, made between Sir *Edward Seabright* Knight and Baronet, *Thomas Steward*, *Francis Wood*, *Humfry Longmore*, and *Edward Thomas*, therein described to be the surviving Devisees named in the Will of the said *William Seabright*, of the one Part, and *John Attwood*, *Samuel Jewkes*, *Humfry Bate*, *Humfry Longmore Junior*, *Simon Hill*, *Henry Baker*, *William Bayles*, of the other Part, the said Lands and Hereditaments devised by the said Will were granted and enfeoffed unto the said *John Attwood* and *Samuel Jewkes*, their Heirs and Assigns, to the Use of said Sir *Edward Seabright*, *Francis Wood*, *Edward Thomas*, *John Attwood*, *Samuel Jewkes*, *Humfry Bate*, *Humfry Langmore the Younger*, *Simon Hill*, *Henry Baker*, and *William Bayles*, their Heirs and Assigns, upon the Trusts declared by the said Will: And by Indenture of Lease and Release bearing Date the Twenty-sixth and Twenty-seventh Days of *January* One thousand six hundred and seventy-four, made between Sir *Edward Seabright*, *Humfry Bate*, *Simon Hill*, *William Bayles*, and *Edward Thomas*, of the one Part, and *Henry Attwood*, *William Thorneburgh*, *Samuel Jewkes*, *William Warren*, *Jonathan Toye*, *John Toye*, and *John Hurtle*, of the other Part, the said Lands and Hereditaments were granted and released to, and to the Use of the said *Henry Attwood*, *William Thorneburgh*, *Samuel Jewkes*, *William Warren*, *Jonathan Toye*, *John Toye*, and *John Hurtle*, upon the Trusts of the said Will: And by Indentures of Lease and Release bearing Date the Thirty-first Day of *March* and the First Day of *April* One thousand seven hundred, and made between *Samuel Jewkes* and *John Hurtle* of the one Part, and Sir *Edward Seabright* Baronet, *Charles Jewkes*, *Rowland Battle*, *Samuel Toye*, *James Hart*, *John Hurtle the Younger*, *William Toye*, *Henry Thomas the Younger*, and *Thomas Brettell*, of the other Part, the said Lands and Hereditaments were granted and released to the said Sir *Edward Seabright*, *Charles Jewkes*, *Rowland Battle*, *Samuel Toye*, *James Hart*, *John Hurtle the Younger*, *William Toye*, *Henry Thomas the Younger*, and *Thomas Brettell*, to the Use of all the Parties thereto, their Heirs and Assigns, upon the Trusts of the said Will of the said *William Seabright*: And by certain other Indentures of Lease and Release, bearing Date the Eighth and Ninth Days of *February* One thousand seven hundred and twenty-four, and made between *Rowland Battle*, *John Hurtle*, and *Thomas Brettell*, of the one Part, and Sir *Thomas Seabright* Baronet, *Talbot Jewkes*, *William Hurtle*, *William Brettell*, *Hilliam Hill the Elder*, *James Boucher the Elder*, *William Warren*, and *Samuel Hurtle*, of the other Part, the said Lands and Hereditaments were granted and released unto the said Sir *Thomas Seabright*, *Talbot Jewkes*,

Jewkes, William Hurtle, William Brettell, William Hill the Elder, James Boucher the Elder, William Warren, and Samuel Hurtle, to the Use of all the Parties thereto upon the Trusts of the said Will: And by certain other Indentures of Lease and Release, bearing Date the First and Second Days of August One thousand seven hundred and forty, and made between Thomas Brettell, William Hurtle, and William Warren, of the one Part, and Sir Thomas Sanders Seabright Baronet, the Reverend Edward Stillingfleet, Edward Knight, William Winnall, Samuel Boucher, William Bayles, William Hill, and John James, of the other Part, the said Lands and Hereditaments were granted and released to the said Sir Thomas Sanders Seabright, Edward Stillingfleet, Edward Knight, William Winnall, Samuel Boucher, William Bayles, William Hill, and John James, to the Use of all the Parties thereto upon the Trusts, and to and for the Intents and Purposes in the Will of the said William Seabright mentioned and expressed: And whereas some Time in or about the Year One thousand seven hundred and sixty-one, John Hurtle, Joseph Hoult, James Boucher, Edward Knight the Younger, John Smith, and John Hill, were appointed Trustees of the said Lands and Hereditaments, and acted in the said Trust in concurrence with the said Edward Knight the Elder, and Samuel Boucher: And whereas the said John Hurtle, Joseph Hoult, James Boucher, Edward Knight the Elder, and Samuel Boucher, have since departed this Life: And whereas by Indentures of Lease and Release bearing Date respectively the Eighth and Ninth Days of September One thousand seven hundred and ninety-eight, and made or expressed to be made between Edward Knight, John Smith, and John Hill of the one Part, and Sir John Saunders Seabright Baronet, John Knight, Joseph Smith, William Talbot, John Morris, Samuel Boucher, Benson Waldron, and John Partridge of the other Part, all and singular the said Twenty Acres of Land and Pasture lying in the Township of Bednall Green otherwise Bethenball Green, in the said Parish of Stepney in the said County of Middlesex, Twelve Acres whereof were lying in a Field called Markhems, and Eight Acres Residue of the said Twenty Acres were adjoining to Milkwives Bridge, and were then in the several Holdings of Samuel Scot Esquire, and Jacob Bath, their Undertenant or Undertenants; and also all that Conduit-head built of Brick and Stone, and standing on Part of the said Twelve Acres in Markhems Field aforesaid; and all and singular other the Hereditaments and Premises in and by the said Will of the said William Seabright devised, or meant and intended to be devised in Trust, as aforesaid, with all and every their Appurtenances, were conveyed and assured unto and to the Use of the said Edward Knight, John Smith, John Hill, Sir John Saunders Seabright, John Knight, Joseph Smith, William Talbot, John Morris, Samuel Boucher, Benson Waldron, and John Partridge, their Heirs and Assigns for ever; nevertheless, upon, to, and for the Trusts, Intents and Purposes in the said Will of the said William Seabright, mentioned and expressed: And whereas said Edward Knight, John Hill and Samuel Boucher have since departed this Life; and the said John Smith, Sir John Saunders Seabright, John Knight, Joseph Smith, John Morris, William Talbot, Benson Waldron and John Partridge, are the present Trustees, acting in Execution of the Trusts of the aforesaid Will: And whereas the said Lands are situate in an increasing and improving Neighbourhood, and are very advantageous and eligible for building upon; and it would also tend to increase the charitable Purposes of the said Testator, expressed in his said Will, if the

The devised Estates vested in new Trustees.

Deaths of three of the Trustees.

The Estates are improvable.

Present
Trustees.

Trustees to
let Lands on
building
Leases for
99 Years.

faid Trustees of the faid Charity were to grant Building Leases for long Terms of Years: But inasmuch as they have not Power so to do, and cannot have such Power without the Aid and Authority of Parliament; therefore, Your Majesty's most dutiful and loyal Subjects, the faid *John Smith, Sir John Saunders Seabright, John Knight, Joseph Smith, John Morris, William Talbott, Benson Waldron, and John Partridge*, as such Trustees as aforesaid, do 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 faid *John Smith, Sir John Saunders Seabright, John Knight, Joseph Smith, John Morris, William Talbott, Benson Waldron, and John Partridge*, and to and for such other Persons as shall be the Trustees for the Time being of the faid Lands and Hereditaments under the faid recited Will, and they are hereby authorized and empowered from Time to Time, by Indenture or Indentures under their Hands and Seals, and attested by Two or more credible Witnesses, to demise or lease all or any Part or Parts of the faid Lands and Hereditaments devised by the faid recited Will, and comprised in the Schedule to this Act annexed, with the Appurtenances, to any Person or Persons who shall be willing and shall covenant and agree to improve the same by erecting or building thereon any new House or Houses, Erections or Buildings, and also to lay out and appropriate any Part of the Hereditaments to be comprised in any such Demise or Lease, as and for a Lawn or Lawns, Yard or Yards, Court or Courts, Garden or Gardens to any Building or Buildings built or to be built upon the Premises, or as and for a Way or Ways, Street, or Streets, Road or Roads, Avenue or Avenues, Passage or Passages, Sewer or Sewers, for the Use and Convenience of the Lessee or Lessees, or other Tenants or Occupiers of the Premises, in such Manner as shall be mentioned and agreed upon in any such Demise or Lease so as every such Demise or Lease shall be for a Term or Number of Years not exceeding Ninety-nine Years, to take effect in Possession but not in Reversion, or by way of future Interest; and so as there be reserved in and by every such Demise or Lease respectively the best and most improved yearly Rent that can be reasonably had or gotten for the same, to be made payable Quarterly, the Lessee paying all Taxes and Deductions whatsoever (except any Income or Property Tax in respect of the faid Rents), regard being had to the Value of the Buildings (if any) to be comprised in every such Demise or Lease, without taking any Fine, Premium, or Fore-gift, or any Thing in the Nature thereof, for the making of such respective Demises or Leases; and so as there be contained in every such Demise or Lease respectively, Covenants from the respective Lessees to pay the Rents thereby respectively reserved, and to build and keep in Repair the Messuages, Erections and Buildings which may have been, or may be agreed to be erected and built on the Premises, or may be built or building thereon at the Time of the Execution of such Lease or Leases, and to surrender and leave in Repair the Messuages, Erections and Building to be erected and built upon the Premises, thereby respectively to be leased, at the End of the Term or Terms in such Leases to be granted; and so as there be contained in every such Demise or Lease respectively a Power for the Lessors and their Surveyors and Agents to enter upon the Premises, and to inspect the State and Condition thereof, and all such other usual and proper Covenants, Provisions and Conditions on the Part of

of the respective Lessees as are usually contained in building Leases in and near the City of *London*, or in the said County of *Middlesex*; and so as there be also contained in such Demises or Leases respectively, Conditions, of Re-entry for Non-payment of the Rent to be thereby reserved, or Non-performance of the Covenants, Provisoes, or Conditions on the respective Lessees Part, and so as the respective Lessees do severally execute Counterparts or Duplicates of their respective Leases.

II. Saving always to the King's most Excellent Majesty, his Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her, and their Heirs, Executors and Administrators (other than and except the Trustees for the Time being under the said Will of the said Testator, so far only as their respective Estates and Interests are affected, or intended to be affected by this Act) all such Estates, Right, Title, and Interest in, to, or out of the Premises or any Part thereof, as they, every, or any of them had or enjoyed before the passing of this Act, or would or ought to have had or enjoyed in case this Act had not been made. General Saving.

III. 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 that a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

The SCHEDULE to which this Act refers.

Description.	Quantity.			Tenants.	Rent per Annum.		
	A.	R.	P.		£.	s.	d.
Land in the Hackney Road, in the Parish of Bethenhall Green, in the County of Middlesex	9	3	14	{ In the Occupation of Rhodes - }	73	16	—
Land on the North Side of Beth- enhall Green Road - - - }	3	2	5	{ In the Occupation of Rhodes - }			
Land on the South Side of Bethenhall Green Pond - - }	8	2	10	{ In the Occupation of George Cooper - }	52	10	—
Tenement and Garden - - -	-	-	-	{ In the Occupation of Drummer - }	21	—	—
- - - Ditto - - -	-	-	-	{ In the Occupation of Ditchman - }	16	—	—
					163	6	—

J. T. Parkinson, as to the Quantity.

Henry Gill, as to the Rent.

LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN,
Printers to the King's most Excellent Majesty. 1813.