



ANNO QUINQUAGESIMO TERTIO

# GEORGI III. REGIS.

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## Cap. 204.

An Act for enabling Trustees, under the Direction of the High Court of Chancery, to grant Building Leases of Part of the Estates of *Thomas Milner Gibson* Esquire, deceased, in *Lambeth*, in the County of *Surrey*, and in *Islington*, in the County of *Middlesex*; and also, under the like Direction, to raise Money by Sale or Mortgage of the same Estates, for Payment of Charges and Incumbrances thereon; and for other Purposes. [7th July 1813.]

**W**HEREAS *Thomas Milner Gibson* of *Charlotte Street, Fitzroy Square*, in the County of *Middlesex*, Esquire, duly made and published his last Will and Testament in Writing, dated the Twentieth Day of *August* One thousand eight hundred and five; and thereby willed and directed that all his just Debts and Funeral Expences should be paid and satisfied, and with such Debts and Funeral Expences he did thereby in the first Place charge and subject his Real and Copyhold Estates, particularly with the Payment to *Mr. William Croke* of One thousand and fifty Pounds Sterling, Eight hundred Pounds Four *per Centum* Bank Annuities, Four hundred Pounds Three *per Centum* Consolidated Bank Annuities, and One thousand three hundred Pounds Sterling, all then due to him on Mortgage from the said Testator, and with all Interest and Dividends that should be due thereon at his the Testator's Death; and

T. M. Gibson's Will, dated 20th Aug. 1805.

[*Loc. & Per.*]

41 F

also

also with all other his Debts, both Special and Simple Contract, and did thereby expressly discharge and exonerate all and singular his Personal Estate of and from such Debts, both Simple Contract and Specialty; which Debts, if any paid out of his Personal Estate, he did thereby will should be reimbursed and paid out of his said Real and Copyhold Estates; and he thereby directed his Executors to sell a sufficient Part thereof for that Purpose; and he also charged and subjected his said Real and Copyhold Estates, subject as aforesaid, with the raising and paying unto his Wife *Isabella Gibson* One Annuity or clear yearly Rent Charge, free of all Land Tax, of Four hundred Pounds for her Life, to be paid by Quarterly Payments in equal Portions; and he also gave to Mistress *Lucy Driver*, then or late of *Dover Court* near *Harwich*, and who was his Nurse, a like Annuity of Ten Guineas, free from all Taxes whatsoever, for her Life, and charged the same on his said Real and Copyhold Estates, to be payable Quarterly; and subject to the same Debts and Two Annuities, he did thereby give and devise all his said Real and Copyhold Estates unto and amongst all and every his Children, if more than One, both Male and Female, their Heirs and Assigns for ever, to be equally divided between and amongst them, Share and Share alike, and to take as Tenants in Common and not as Joint Tenants; and if he should have only One Child, then he gave and devised his said Real and Copyhold Estates so charged as aforesaid to such One Child for ever; and for Default of such Issue, then he did further charge his said Real and Copyhold Estates, but without Prejudice to the Priority of the said Annuitants, who were not to rebate, with the raising and paying out of the Surplus Rents, during his said Wife's Life, and after her Death by Sale or Mortgage of a sufficient Part of the Premises, with the Payment of Two several Legacies of One thousand Pounds unto the Persons therein named; and he also further charged his said Real and Copyhold Estates with any Money Legacy he might give by any Codicil to that his said Will; and subject to the same Debts, Annuities, and Legacies, for Default of such Issue as aforesaid, and to the Conditions therein-after expressed, he gave and devised his Real and Copyhold Estates unto his Cousin *John Gibson* of *Ipswich*, in the County of *Suffolk*, Esquire, his Heirs and Assigns; and as to all his Personal Estate, including Arrears of Rent and all other Property whatsoever whereof he might die possessed, not being Real or Copyhold Estates, he gave the same to his said Wife, but upon the Condition therein mentioned; and he did thereby appoint his said Wife, together with *Robert Bradstreet* of *East Molesey*, in the County of *Surrey*, Esquire, and *William Croke* of *Red Lion Street, Clerkenwell*, in the County of *Middlesex*, Solicitor, Executrix and Executors of his Will, and Joint Guardians of the Persons and Fortunes of any Child or Children he should have by his said Wife; which said Will was shortly after his Death duly proved by the said *Isabella Gibson*, *Robert Bradstreet*, and *William Croke*, in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the said Testator intermarried with the said *Isabella Gibson* on the Seventeenth Day of *January* One thousand seven hundred and ninety-eight, and died in the Year One thousand eight hundred and seven, without altering or revoking his said Will, leaving his said Wife *Isabella Gibson* him surviving; and also leaving *Thomas Gibson*, an Infant then of the Age of Eight Months or thereabouts, his only Child and Heir at Law, by her the said *Isabella Gibson*: And whereas by a Decree or Decretal Order of the High Court of Chancery, made the Third Day of *February* One thousand eight hundred and twelve, in a Cause wherein the said *Robert Bradstreet*, *William Croke*, and another

Decree of  
the Court of  
Chancery,  
3d Feb. 1812.

another were Plaintiffs, and *Thomas Whiting Wootton* Esquire (who had married the said *Isabella Gibson* Widow), with the said *Isabella* and the said *Thomas Gibson* the Infant, were Defendants, it was declared that the said Will of the said Testator was well proved, and that the same ought to be established, and the Trusts thereof performed and carried into Execution, and the same was ordered and decreed accordingly; and it was ordered that the Defendant *Isabella*, together with the said *Thomas Whiting Wootton*, should execute a proper and sufficient Release or Releases of all her Right and Title to Dower, Thirds, and Freebench, or other Portion or Interest at Law or in Equity in and to either of the said Testator's Real and Copyhold Estates, except the therein mentioned *Scotch* Estate; and it was declared that certain Monies therein mentioned, which had come to the Hands of the said *William Croke*, subject to Deductions as therein mentioned, ought, according to the true Construction of the said Testator's Will, to be considered as Part of his the Testator's Personal Estate, and that the same would upon the Execution of the Release before mentioned belong, together with all other Personal Estate of the said Testator, to the Defendant his late Widow, under the Bequests of his Will, exonerated from the Payment of all the said Testator's Debts, Annuities, and Legacies, except the Legacy given by the said Testator's Will to his Cousin the said *John Gibson*; and the Master was ordered to take an Account of the Debts of the said Testator, owing at the Time of his Death, and of his Funeral Expences; and it was declared that the said Testator's Debts and Funeral Expences were a Charge on his Real Estates, and were to be raised and paid thereout in Exoneration of his Personal Estate in Manner therein mentioned; and if the said Master should find that any of the said Testator's Debts, or his Funeral Expences had been satisfied out of his Personal Estate, the same were to be repaid to the said *Thomas Whiting Wootton* and *Isabella* his Wife, in Right of the said *Isabella*, with Interest at the Rate of Four Pounds *per Centum per Annum*, out of the Produce of his Real Estates, to be raised in Manner after mentioned; and it was ordered that it be referred to the said Master to take an Account of the Real and Copyhold Estates of the said Testator which he was seised of or entitled to at the Time of his Death, whether devised or disposed of by his Will or otherwise, and to enquire what Incumbrances there were on such Estates, and it was declared that the Amount thereof was a Charge on the said Testator's Freehold and Copyhold Estates generally under his Will, and without Prejudice to the said Plaintiff *William Croke*'s Right as a Mortgagee of the particular Estates mortgaged to him; and it was ordered that the said Master should enquire what Monies were necessary for the Payment of the Fines and Fees of the Admission of the said *Thomas Gibson* to the Copyhold Estates of the said Testator, and it was ordered that such Sums as might be necessary for Payment of the said Fines and Fees on the Admission to the said Copyhold Estates of the said Testator, and the Debts and Funeral Expences of the said Testator, including the Money due to the said Plaintiff *William Croke* on his Mortgages, and the Money due to the said *Thomas Whiting Wootton* and *Isabella* his Wife, for any Debts paid out of the Personal Estate of the said Testator's or otherwise, be raised by Sale or Mortgage of the said Testator's Freehold or Copyhold Estates devised by his Will, or of a sufficient Part thereof, with the Approbation of the said Master: And whereas by an Order of the said Court of Chancery, made in the said Cause on the Seventh Day of *August* One thousand eight hundred and twelve, it was ordered that it be referred to Master *Stephen*, to see whether it would be proper

Order of 7th  
Aug, 1812.

Master's  
Report, 8th  
Feb. 1813.

proper to apply to Parliament on Behalf of the Infant, to enable the Guardians of the Infant or any other Person, with the Approbation of the Court, to sell or grant Leases of the Infant's Property, for any and what Terms, for Building or other Purposes; and for that Purpose to compound or agree with the Lords of the Manors for Licences to make Leases, with Liberty for the Master to state any Special Matter as to any other Powers, whether of buying, selling, exchanging, or otherwise, which it would be necessary to give such Guardians or Trustees for the better improving of the said Estates: And whereas in pursuance of the said Order of the Seventh Day of *August* One thousand eight hundred and twelve, the said Master made his Report, dated the Eighth Day of *February* One thousand eight hundred and thirteen, and thereby certified, for the Reasons in his said Report contained; that he was of Opinion that it might be expedient and proper to apply to Parliament on Behalf of the said Infant, to enable the Guardians of the said Infant, with the Approbation of that Court, to grant Leases of the said Copyhold Premises, or such Part or Parts thereof as the said Guardians, with the Approbation of that Court, should thereafter select for that Purpose, for Terms not exceeding Ninety Years, to proper Persons who would covenant to erect suitable Buildings thereon, at such Ground Rents, and subject to such Terms and Conditions as should be approved by the Court; and for that Purpose, if necessary, to pull down and remove the said Two Houses and Outbuildings, and the Cottages in his said Report mentioned; and also to compound or agree with the Lords of the respective Manors for Licences to make such Leases, and also for Permission to pull down the said Houses, Outbuildings, and Cottages with the Approbation of the Court, and with the like Approbation to pay such Fines as might be required for the same, at the Expence of the said Infant's Estate; and he was further of Opinion, that inasmuch as the Testator, although he duly surrendered the said Copyhold Estates to the Uses of his Will, and although he expressly charged all his Debts on his Real Estates, and although by his said Will he directed his Executors to sell a sufficient Part of his Real and Copyhold Estates for the Purpose of paying his Debts in Manner therein-before recited; yet the said Testator did not extend that Direction and Power to mortgaging the said Freehold and Copyhold Estates, nor to the Purposes of paying his Funeral Expences, or the Fees and Fines on Admission to the said Copyhold Estates; the said Master therefore apprehended, that although the said Decree had directed a Sale or Mortgage of a sufficient Part of the said Freehold and Copyhold Estates of the said Testator, to answer all the said Purposes, Objections might probably be made by Purchasers or Mortgagees thereof, if any such Sale or Mortgage should thereafter be made, for want of sufficient Powers in the Executors of the said Testator to convey the Use or Estate at Law in the Premises that might be sold or mortgaged under the said Decree, and he was therefore of Opinion that, in applying to Parliament for a Bill to enable the Guardians of the said Infant to grant Building Leases as aforesaid, it would be expedient and proper to apply for a Clause or Clauses in the same Bill, enabling the Executors or their Heirs to sell or mortgage the said Freehold and Copyhold Estates, or any Part or Parts thereof, under the Authority and Direction of that Court, for raising sufficient Money to answer all the Purposes aforesaid, as well as to satisfy the Costs of obtaining the Act, and of carrying the Trusts thereof into Execution, and the Costs of Suit and Charges incidental thereto (such Sales or Mortgages to be without Prejudice to the said Mortgages then

then subsisting on the said Freehold Estates), and to execute proper Conveyances to the Purchasers or Mortgagees with the Approbation and Direction of that Court, and to apply the Proceeds of such Sales, and the Money to be raised by such Mortgages, according to the Directions of the said Will and Decree, and the further Orders of the Court: And whereas by an Order of the said Court of Chancery, made in the said Cause on the Twelfth Day of *March* One thousand eight hundred and thirteen, on the Petition of the said *Thomas Gibson* the Infant, by his Guardians, it was ordered, that the said Master's Report, dated the Eighth Day of *February* One thousand eight hundred and thirteen, be confirmed; and that the Petitioner be at Liberty to apply to Parliament to enable the said *Robert Bradstreet*, *Isabella Wootton* and *William Croke*, and the Survivors and Survivor of them, or the Executors or Administrators of such Survivor, during the Minority of the Petitioner, with the Approbation of that Court, to grant Leases of the said Copyhold Premises or such Part or Parts thereof as the said Guardians, with the Approbation of that Court, should thereafter select for that Purpose, for Terms not exceeding Ninety Years, to proper Persons who would covenant to erect suitable Buildings thereon, at such Ground Rents and subject to such Terms and Conditions as should be approved of by that Court, and for that Purpose, if deemed necessary, to pull down and remove the said Two Houses and the several Outbuildings thereto belonging, and the Three Cottages; and also to agree with the Lords of the respective Manors for Licences to make such Leases, and also for Permission to pull down the said Houses, Outbuildings, and Cottages, with the Approbation of that Court, and with the like Approbation to pay such Fines and Fees as might be required and become due for the same, at the Expence of the Petitioner's the said Infant's Estate; and also to enable the said *Robert Bradstreet*, *Isabella Wootton* and *William Croke*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, during the Minority of the Petitioner, to grant any other Lease or Leases of any Part or Parts of the said Freehold and Copyhold Estates (such Copyhold Leases to be with the Licence of the Lord) which that Court should approve; and that in such Bill there might be a Clause or Clauses enabling the said *Robert Bradstreet*, *Isabella Wootton* and *William Croke*, and the Survivors or Survivor of them, and the Executors or Administrators of such Survivor, to sell or mortgage the Petitioner's said Freehold and Copyhold Estates, or any Part or Parts thereof, under the Authority and Direction of that Court, for raising sufficient Money to answer all the Purposes mentioned in the said Report, as well as to satisfy the Costs of obtaining the Act, and of carrying the Trusts thereof into Execution, and the Costs of Suit and Charges incidental thereto (such Sale or Mortgage to be without Prejudice to the said Mortgages then subsisting on the said Freehold Estates), and to execute proper Conveyances to the Purchasers or Mortgagees, with the Approbation and Direction of that Court, and to apply the Proceeds of such Sales, and the Money to be raised by such Mortgages, according to the Directions of the said Will and Decree, and the further Orders of that Court: And whereas although it will be greatly for the Benefit and Advantage of the said Infant, that Powers for the Purposes in the said Report mentioned should be given to the Guardians of the said Infant, yet the same cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *Robert Bradstreet*, *Isabella Wootton* and *William Croke*, the Testamentary Guardians of the said *Thomas Gibson* the Infant, do most

[*Loc. & Per.*] 41 G humbly

Report confirmed, 12th  
March 1813.

Power to  
Guardians to  
lease Copy-  
holds, under  
the Direction  
of the Court,  
for 90 Years;

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 after the passing of this Act, and during the Minority of the said *Thomas Gibson* the Infant, it shall and may be lawful to and for the said *Robert Bradstreet*, *Isabella Wootton* and *William Croke*, and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, pursuant to any Order or Orders of the High Court of Chancery to be obtained in the aforesaid Cause in that Behalf, upon Motion or Petition in a summary Way, by Indenture or Indentures sealed and delivered by them, him, or her, in the Presence of, and as to such Sealing and Delivery, attested by Two or more credible Witnesses, to demise or lease such Part or Parts of the aforesaid Copyhold or Customary Estates, given and devised by the said Will of the said *Thomas Milner Gibson*, and mentioned in the First Schedule to this Act annexed, as the said Guardians, or the Survivors or Survivor of them, or his or her Executors or Administrators, with the Approbation of the said Court, shall select for that Purpose, with the Appurtenances, unto 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 Premises to be comprized in any such Demise or Lease as and for a Yard or Yards, Garden or Gardens to any Building or Buildings to be built upon the Premises so to be demised or leased, 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, 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 Years, to take effect in Possession; and so as there be reserved in and by every such Demise or Lease respectively such Rent or Rents as the said Court of Chancery shall approve of, which Rents may be of the same yearly Amount during the whole Term to be demised, or may be of increased Amount during any Part or Parts of the Term, or may be of the Amount of a Pepper Corn only during the first Three Years, or for less than such Three Years of the Term, as shall be expressed in such respective Leases or Demises, all which Rents shall be free of all Taxes and Deductions except the Property Tax; and so as there be contained in every such Demise or Lease respectively a Covenant from the respective Lessees to pay the Rent or Rents thereby respectively reserved, and to build and keep in repair the Messuages, Erections, and Buildings which may be agreed to be erected and built on the Premises demised, 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 Buildings covenanted 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 demised; and so as in such Leases respectively there be contained a Power for the Person or Persons entitled to the Reversion expectant on the Determination thereof to enter upon the Premises thereby demised, and to inspect the State and Condition thereof, and such other Covenants, Provisoos, and Agreements as the said Court shall think proper and direct; and so as there be also contained in such Demises or Leases respectively a Condition of Re-entry for the Non-payment of the Rent or Rents to be thereby respectively reserved (except Pepper Corn Rents):

Rents): And further, that it shall and may be lawful to and for them the said *Robert Bradstreet, Isabella Wootton and William Croke*, and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor, pursuant to any Order or Orders of the High Court of Chancery to be obtained as aforesaid, at any Time or Times during the Minority of the said *Thomas Gibson* the Infant, to grant any Lease or Leases of all or any Part or Parts of the said Freehold and Copyhold Estates devised by the said Will of the said *Thomas Milner Gibson*, and mentioned in the Second Schedule to this Act annexed, for any Term or Terms of Years not exceeding Fourteen Years, for such Rent or Rents, and under and subject to such Covenants, Conditions, and Agreements, as the said Court shall approve of: Provided always, that no such Demise or Lease of the said Copyhold or Customary Estates, or of any Part or Parts thereof, shall be made without the Consent in Writing of the Lord or Lords, or Lady or Ladies of the Manor or Manors whereof the Premises to be demised are respectively holden, being first obtained in that Behalf.

and to lease  
the Freeholds  
for 14 Years.

II. And be it further enacted, That it shall and may be lawful to and for the said *Robert Bradstreet, Isabella Wootton and William Croke*, and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, pursuant to any Order or Orders of the said Court of Chancery, to be obtained as aforesaid, and with the Licence of the Lord or Lords, or Lady or Ladies of the Manor or Manors whereof the Copyhold or Customary Houses and Outbuildings and Cottages, Erections, and Buildings next herein-after particularly mentioned are respectively holden, to pull down or cause to be pulled down all those Two Copyhold Houses or Messuages or Tenements, and the Outbuildings thereto belonging, now in the Possession of *Charles Hickenbottom and Elizabeth Oliver*, situate at *Lambeth*, in the County of *Surrey*, and within and holden of the Manor of *Lambeth*, in the said County; and also all those Three Cottages, with the Buildings thereto belonging, now in the Possession of *William Tanner, Charles Tanner, and Elizabeth Coe* Widow, situate at *Lambeth* aforesaid; and within and holden of the Manor of *Lambeth* aforesaid; all which Copyhold Premises are Parcel of the Copyhold Estates devised by the said Will of the said *Thomas Milner Gibson*, and mentioned in the Third Schedule to this Act annexed; and thereupon to sell and dispose of the Materials of the said Houses, Messuages or Tenements, Outbuildings, Cottages, Erections, and Buildings so pulled down, for the best Price that can or may be had or gotten for the same, and to give effectual Receipts or Discharges for the Purchase Monies to the Purchaser or Purchasers thereof; all which Monies when received shall be paid by them the said *Robert Bradstreet, Isabella Wootton and William Croke*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor so receiving the same, into the Bank of *England*, in the Name and with the Privity of the Accountant General, to the Credit of the aforesaid Cause, *Bradstreet and Wootton*, subject to the Order of the said Court of Chancery.

Power to pull  
down Copy-  
hold Houses,  
&c. with  
Consent of  
Lord.

III. And be it further enacted, That it shall and may be lawful to and for the said *Robert Bradstreet, Isabella Wootton and William Croke*, and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor, pursuant to any Order or Orders of the said Court of Chancery, to be made in the aforesaid Cause in that Behalf, upon Motion or Petition in a summary Way, to make sale and dispose of, or to convey

Power to sell  
or mortgage  
Real Estates  
for Payment  
of Expences  
and Debts,

in

in mortgage, and for those Purposes by any Deed or Deeds, Writing or Writings, by them or him or her sealed and delivered in the Presence of, and as to such Sealing and Delivery attested by Two or more credible Witnesses, to limit and appoint to any Person or Persons whomsoever such Part or Parts of the said Freehold and Copyhold Estates devised by the said Will of the said *Thomas Milner Gibson*, as the said Guardians, or the Survivors or Survivor, or his or her Executors or Administrators, shall, with the Approbation of the said Court of Chancery, select as being fit and proper to be sold or mortgaged, for raising Monies sufficient to pay and discharge the Funeral Expences of the said Testator *Thomas Milner Gibson*, and the Fees and Expences which shall become due for the Licences to be obtained for granting Leases of the said Copyhold Premises as aforesaid, and for pulling down the said Copyhold Houses, Outbuildings, Cottages, Erections, and Buildings hereby authorized to be pulled down as aforesaid, and also the Fines, Fees, and Expences of the Admission of the said *Thomas Gibson* the Infant to the said devised Copyhold Estates as aforesaid, and also to satisfy the Costs, Charges, and Expences attending the applying for and obtaining and passing this Act, and of carrying the Trusts thereof into Execution, and the Costs of the aforesaid Suit in Chancery, and Charges incidental thereto, and also to satisfy and discharge such of the Debts and Sums of Money by the aforesaid Decree or Decretal Order of the Third Day of *February* One thousand eight hundred and twelve, ordered to be raised by Sale or Mortgage, as are not next hereinbefore enumerated and as shall remain due and unpaid; to hold the Premises so to be sold to the Purchaser or Purchasers thereof, and his, her, or their Heirs and Assigns for ever, or to such Uses and for such Intents and Purposes as he or they shall direct or appoint; and to hold the Premises so to be mortgaged to the Mortgagee or Mortgagees, and his, her, or their Heirs and Assigns, or for any Term or Number of Years; but subject nevertheless and without Prejudice, as to the Freehold Premises so to be sold or mortgaged, to the said Mortgage or Mortgages to the said *William Croke* thereon; and subject as to the Premises so to be mortgaged to a Proviso for Redemption on Payment of the Money borrowed with Interest.

Direction as  
to Payment  
of the Money.

IV. And be it further enacted, That the Person or Persons to whom such Sale or Sales or Mortgage or Mortgages shall be made by the Authority of this Act as aforesaid, shall pay his, her, or their Purchase Money or Mortgage Money into the Bank of *England*, in the Name and with the Privity of the Accountant General, to the Credit of the aforesaid Cause, *Bradstreet* against *Wootton*, or to such other Person or Persons, and for such Intents and Purposes, as the said Court of Chancery shall direct; and all such Payments, and the Receipts or Certificates in respect thereof, shall be a sufficient Discharge to the Purchaser or Purchasers, Mortgagee or Mortgagees, making such Payments.

Court of  
Chancery  
may make  
any Orders  
necessary for  
effecting the  
Purposes of  
this Act.

V. And be it further enacted, That it shall and may be lawful to and for the said Court of Chancery to make any Order or Orders which that Court shall think proper for effectuating the Leases, Sales, and Mortgages hereby authorized to be made, and for taxing, ascertaining, and settling the Costs, Charges, and Expences, Fines and Fees, Debts, and Sums of Money, the Amount whereof is hereby authorized to be raised by Sale or Mortgage as aforesaid; and for Payment of all the same Costs, Charges, and Expences, Fines and Fees, Debts, and Sums of Money, out of the Monies which



which shall be raised as well by Sale or Mortgage of the said Freehold and Copyhold Estates as by Sale of the Materials of the Buildings so to be pulled down as aforesaid, as out of the Securities wherein the same may be invested.

VI. Provided always, and it is hereby enacted and declared, That nothing herein contained shall extend or be construed to extend to prejudice or affect the Rights or Interests of the said *William Croke* as Mortgagee as aforesaid, but all such Rights and Interests shall be preserved to him and his Heirs, Executors, Administrators, and Assigns, in the same Manner as if this Act had not been passed.

Mr. Croke's  
Rights, as  
Mortgagee,  
saved.

VII. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person or Persons, Bodies Politic and Corporate; his, her, and their Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *Thomas Gibson* the Infant, and his Heirs, Executors, and Administrators, and all and every other Person and Persons whomsoever claiming any Estate, Right, or Interest in the Freehold and Copyhold Estates aforesaid, under the said Will of the said *Thomas Milner Gibson*), all such Estates, Rights, Titles, and Interests of, in, to, or out of the aforesaid Freehold and Copyhold Estates, as they and every or any of them had before the passing of this Act, or could or might have had or enjoyed in case this Act had not been passed.

General  
Saving.

VIII. 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.

Evidence  
Clause.

The First SCHEDULE to which this Act doth refer.

COPYHOLDS held of the Manor of Lambeth, Surrey.

Tenants or Occupiers from Year to Year.	PREMISES.	Quantity.	Where situate.	Rent.
Charles Hick- enbottom - - }	A large Piece of Kitchen Gar- den Ground including the Scite, but exclusive of the Rent, of a House and Buildings mentioned in the Third Schedule, occupied by Elizabeth Oliver, Under- tenant of William Cowley - - }	A. R. P. 5 1 19	Lambeth Marsh Road }	£ s. d.
Same - - - }	Another Piece of Garden Ground - - - }	0 3 5	North Side of the New Cut, Lambeth Marsh }	20 0 0
Same - - - }	A small angular Piece of Ground - - - }	0 0 7	East End of the South Side of the New Cut }	
Thomas Dale - - }	A Meadow, now cultivated as a Potatoe Field, including the Scite, but exclusive of the Rent of Three Cottages men- tioned in Third Schedule - - }	2 0 0	Green Lane, Lambeth Marsh - - }	10 0 0

COPYHOLDS held of the Manor of Kennington, Surrey.

Charles Hick- enbottom - - }	A large Piece of Kitchen Gar- den Ground, with a Messuage and Buildings thereon - - }	2 2 38	Marsh Road - - - }	40 0 0
John Chatfield - - }	A Piece of Garden Ground - - }	0 1 23	Adjoins the North Side Eastwards of a Piece containing 3 R. 5 P. in the New Cut - - }	6 6 0
Joshua Lee - - }	A Slip 5 Feet wide, East, 20 Feet wide, West, estimated at }	0 0 11	Same Westward - - - }	0 5 0
Thomas Dale - - }	A Piece of Garden Ground, now cultivated as a Potatoe Field, formerly held by George Curtis, deceased, and called Three Acres, adjoining his Freehold, but the Quantity surrendered up by his Executors, measures only }	2 0 32	Green Lane, Lambeth, Marsh, adjoining the Potatoe Field above mentioned, in Lam- beth Manor - - - }	10 0 0

The First Schedule—*continued.*

COPYHOLD held of the Manor of Barners, otherwise Barnersbury, Islington, Middlesex.

Tenants or Occupiers from Year to Year.	PREMISES.	Quantity.	Where situate.	Rent.
John Thompson on Lease.	The Pyed Bull Inn, and Lands thereto belonging	A. R. P. 10 0 21	High Street, Islington	£ s. d. 110 0 0
John Thompson Yearly Tenant.	Three other Pieces of Land, estimated at 3 Acres, but found to contain	3 2 25	All adjoining the Ten Acres	21 0 0
William Croke	Two Plots of Land, adjoining each other, and together	0 3 7	Adjoining the above mentioned	11 0 0
		14 2 13		£ 142 0 0

*Tho. Chawner, Frans Edwards.*

The Second SCHEDULE to which this Act doth refer.

COPYHOLD within the Manor of Barners, otherwise Barnersbury, Islington, Middlesex.

Tenant.	PREMISES.	Quantity.	Where situate.	Rent.
John Thompson on Lease.	The Pyed Bull Inn, and Lands comprized in the existing Lease, mentioned in the First Schedule, or such Part as shall not be selected to be let for building on, pursuant to the said Act	A. R. P. 10 0 21	High Street, Islington	£ s. d. 110 0 0

*Tho. Chawner. Frans Edwards.*

## FREEHOLD.

William Rayner Yearly Tenant.	A small Farm with only a Barn thereon, estimated at	35 0 0	Wicks, near Harwich	60 0 0
				<i>W<sup>m</sup> Croke.</i>
Francis Wishaw, as Executor of James Suffolk, on Lease.	The Rose Inn, with Yards, Stables, Warehouses, and Tenements thereto belonging, comprizing little more less	0 0 35	West Smithfield	126 0 0
William Moore Yearly Tenant.	A Dwelling House and Grocers Shop, comprizing little more or less	0 0 6	West Smithfield	50 0 0

*Fra<sup>s</sup> Bryant.*

The Third SCHEDULE to which the annexed Act doth refer.

Comprizing the COPYHOLD Premises authorized to be pulled down.

LAMBETH MANOR.

TENANT.	PREMISES.	Quantity.	Where situate.	Rent.
Elizabeth Oliver Undertenant to William Cowley.	A Dwelling House standing on the Garden Ground first mentioned in the First Schedule formerly held therewith - - }	A. R. P. - - -	Lambeth Marsh Road -	£ s. d. 30 0 0
Charles Hick- enbottom -	The several Stables, Barns, Warehouses, and Outbuildings belonging to the above men- tioned Dwelling House and Garden Ground, and standing on and held along with the said Garden Ground - - - }	- - -	Same Place - -	No separate Rent, but in- cluded in the Rent of 20l. mentioned in the First Sche- dule.
Charles Tanner -	A Cottage and Wash House standing on the Two Acre Meadow mentioned in the First Schedule - - - }	- - -	Green Lane - -	10 0 0
Elizabeth Coe -	A Ditto and Ditto standing on the same Meadow - - - }	- - -	Green Lane - -	10 0 0
Thomas Tanner	A Ditto and Ditto standing on the same Meadow - - - }	- - -	Green Lane - -	10 0 0
				60 0 0

KENNINGTON MANOR.

Charles Hick- enbottom - }	The Dwelling House in his Occupation on the Kennington Garden Ground held by him, mentioned in the First Schedule, and the Barn, Stable, and Out- buildings thereto belonging - }	- - -	Lambeth Marsh Road,	No separate Rent, but in- cluded in the Rent of 40l. in the First Schedule.
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Tho. Chawner. Frans Edwards.