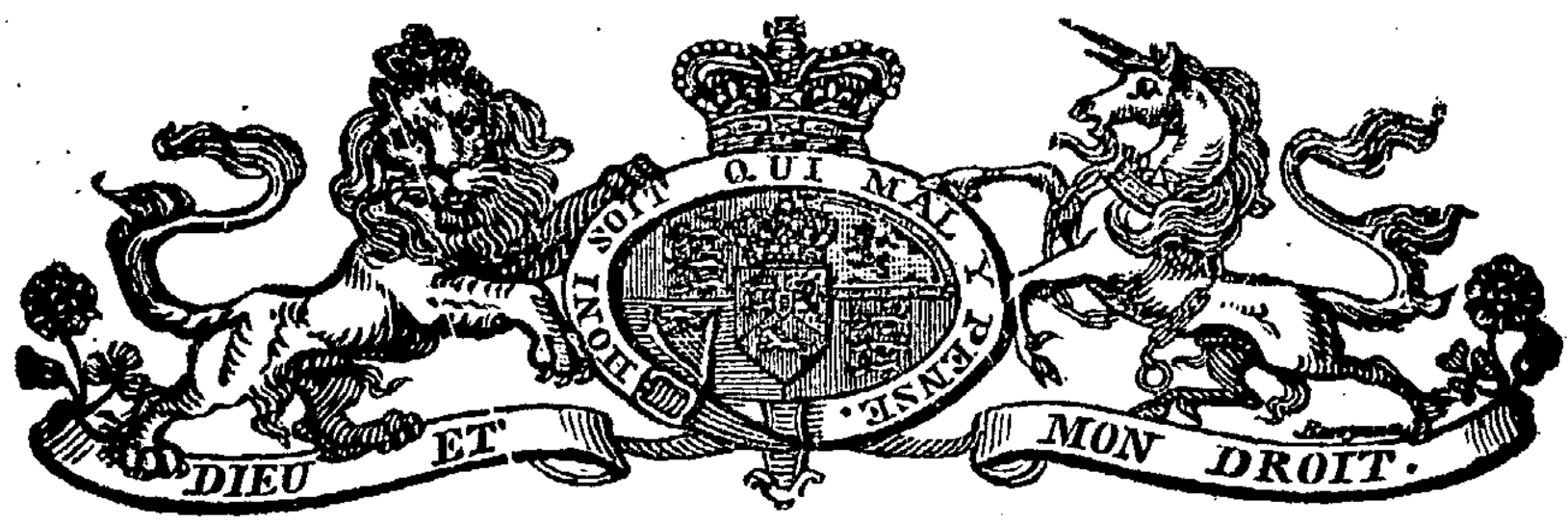

ANNO QUINQUAGESIMO QUARTO

GEORGII III. REGIS.

Cap. 128.

An Act to enable the Prebendary of the Prebend of *Stoke Newton* or *Newnton*, otherwise *Newington*, in the County of *Middlesex*, founded in the Cathedral Church of *Saint Paul* in *London*, to grant a Lease of the Manor of *Stoke Newton* or *Newnton*, otherwise *Newington*, in the said County, Parcel of the said Prebend, in Manner therein mentioned, and to enable the granting of Sub-Leases for building thereon, and otherwise improving the same, and for other Purposes. [17th *June* 1814.]

WHEREAS the Reverend *Thomas Briggs* Clerk is Prebendary of the Prebend of *Stoke Newton* or *Newnton*, otherwise *Newington*, in the County of *Middlesex*, founded in the Cathedral Church of *Saint Paul* in *London*, whereof the Right Reverend Father in God *William* Lord Bishop of *London* in Right of his See is the Patron: And whereas by Indenture of Lease bearing Date the Thirtieth Day of *August* in the Year of our Lord One thousand seven hundred and eighty-three, made between *Charles Weston* Master of Arts, then Prebendary of the said Prebend of *Stoke Newton* or *Newnton*, otherwise *Newington*, of the one Part, and *Jonathan Eade* of *Stoke Newington* in the County of *Middlesex*, Esquire, of the other Part; it is witnessed, that in Consideration of the Surrender made by the said *Jonathan Eade* of a former Lease of the

Lease dated 30th August 1783.

the Manor, Lands, Tenements, and Hereditaments therein-after mentioned, theretofore made by the said *Charles Weston* as such Prebendary to *Elizabeth Abney* Spinster, then deceased, for the Lives of Three Persons therein named, by Indenture bearing Date the Sixth Day of *February* One thousand seven hundred and sixty-six, (which Indenture so surrendered was transferred to the said *Jonathan Eade* the Purchaser thereof, as therein mentioned); and for and in Consideration of the Rents and Covenants therein-after mentioned and expressed, on the Part and Behalf of the said *Jonathan Eade* to be paid, done, and performed, he the said *Charles Weston* did demise, grant, and to farm let unto the said *Jonathan Eade*, his Heirs and Assigns, all that the said Manor, or Lordship, or Farm of *Stoke Newton* or *Newnton*, otherwise *Newington*, in the said County of *Middlesex*, with the Appurtenances thereunto belonging and appertaining, being appurtenant to the Prebend of *Stoke Newington* or *Newnton*, founded in the said Cathedral Church, formerly in the Tenure or Occupation of the Right Honourable *John* Lord *Pawlett*, *Letitia Popham*, *William Carr* and *Henry Rumsey* Esquires, late of the said *Elizabeth Abney*, but then of the said *Jonathan Eade*, his Undertenants, or Assigns; together with all and singular Houses, Messuages, Buildings, Lands, Tenements, Meadows, Pastures, Leasows, Feedings, Commons, and Common of Pasture, Woods, Underwoods, Copses, Groves, Hedge-rows, Ways, Watercourses, Ponds, Streams, Profits, Commodities, and Appurtenances to the said Manor or Farm belonging and appertaining, or therewith, as Part or Parcel thereof, held, used, occupied, or enjoyed; and also all and all Manner of Rents, Services, Revenues, Waifs, Strays, Fines, Amerciaments, Forfeitures, Leets, Courts, Perquisites of Courts, Goods of Felons and of Fugitives and Persons outlawed, Goods forfeited, confiscated, Deodands, Privileges, Franchises, Liberties, Immunities, Profits, Commodities, Advantages, Emoluments, and all other Hereditaments whatsoever, with all and singular the Rights, Members, and Appurtenances in *Newton* or *Newnton*, otherwise *Newington* aforesaid, to the said Premises before demised, or to any Part or Parcel thereof belonging; except and always reserved unto the said Prebendary and his Successors, Prebendaries of the said Prebend, as well the Bread Money unto the said Prebend belonging, and within the said Cathedral Church yearly growing and coming, and also all Liberty or Residence in the same Cathedral Church, and all Manner of Rights, Dividends, Parts, or Portions, and every of them, within the said Cathedral Church, which by any Manner of Ways be or thereafter might happen to be due or incident to the said Prebend or Prebendary, or any of his Successors in the said Prebend, at any Time or Times during the Continuance of the said Demise and Lease, not coming, growing, arising, or being within the said County of *Middlesex*, out of or by reason of the said Manor and other the Premises thereby demised; and except also, unto the said Prebendary and his Successors reserved, the Patronage, Advowson, and free Disposition of the Parsonage of *Stoke Newton* or *Newnton*, otherwise *Newington*, in the County of *Middlesex* aforesaid; and except also, out of the said Demise and Lease foreprized and reserved, all and all Manner of Liberties, Franchises, Privileges, and Immunities, within the said Manor and Prebend, which merely and properly do appertain and belong to the Dean and Chapter of *Saint Paul's*, *London*, and not to the said Prebend or Prebendary, as Extracts out of the Exchequer, commonly called Green Wax, *et cetera*, to hold the same, with all and singular the Rights, Members, and Appurtenances,

nances, to them or any of them belonging (except as before excepted); unto the said *Jonathan Eade*, his Heirs and Assigns, from thenceforth for and during the natural Lives of the said *Jonathan Eade*, of *Jonathan Bowles Eade* his eldest Son, and *William Eade* his second Son, and for the Life of the longest Liver of them, at the yearly Rent of Twenty-eight Pounds, payable as therein mentioned: And whereas the said *Jonathan Eade*, in and by his last Will and Testament, bearing Date on or about the Twenty-eighth Day of *April* One thousand eight hundred and seven, did give, devise, and bequeath to his Sons *William Eade* and *Joseph Eade*, and their Heirs, all that his Manor or Lordship of *Stoke Newton* or *Newnton*, otherwise *Newington*, in the said County of *Middlesex*, with the Demesne Lands thereof, and the Rights, Members, and Appurtenances thereto belonging, which he held under a Lease granted thereof to him and his Heirs, by the Prebendary of the Prebend of *Stoke Newton* or *Newnton*, otherwise *Newington* aforesaid, for the Lives of himself and Two other Persons, (save and except his own Dwelling-house, with the Out-houses, Garden, and Lands occupied therewith, and also all such Copyhold Messuages, Lands, Tenements, and Hereditaments, with their Appurtenances, situate within and holden of the said Manor, as had been surrendered unto and were holden by any Person or Persons in Trust for him; and save and except the Copyhold Cottage or Lodge therein-before devised unto his said Son *William Eade*), to hold unto his said Sons *William Eade* and *Joseph Eade*, their Heirs and Assigns, for and during the Lives of the several Persons for whose Lives the said Manor and Premises were then holden, and for and during all such renewable and other Interest as he then had therein, or should have at the Time of his Decease, to and for their own Use and Benefit, as Tenants in Common and not as Joint Tenants; subject nevertheless to, and charged and chargeable with the several Annuities or yearly Sums of Money therein-after bequeathed, that is to say, to and with the yearly Sum of Five hundred Pounds, which he thereby gave and bequeathed to his Wife *Margaret Eade*, for and during the Term of her natural Life; and to and with the yearly Sum of One hundred and five Pounds, which he thereby directed that his said Sons *William Eade* and *Joseph Eade* should apply in such Proportions as they should think proper, for the Support and Maintenance of his Son *Jonathan Bowles Eade* for and during the Term of his natural Life; and to and with the yearly Sum of Twenty Pounds, which he gave and bequeathed to *Ann Davies* Widow of *Philip Davies*, therein described, for and during the Term of her natural Life; and to and with the yearly Sum of Fifty Pounds, which he thereby directed to be paid into the proper Hands of *Ann Jarman* Wife of *Thomas Jarman* of *Stoke Newington* aforesaid, Gentleman, for and during the Term of her natural Life, to and for her own sole, separate, and peculiar Use and Benefit, independent of her present or any future Husband, as therein mentioned; and he thereby directed that all such Annuities, except the one bequeathed for the Support of his Son *Jonathan Bowles Eade*, should be paid and payable by equal quarterly Payments, as therein mentioned, free from any Taxes or other Deductions whatsoever (save and except the Property Tax and Legacy Duty); and that in case the said Annuities, any or either of them, should happen to be behind or unpaid for the Space of Twenty Days next after any or either of the Days or Times whereon the same ought to be paid as aforesaid, that then, and as often as it should so happen, it should be lawful for the Person or Persons entitled thereto, to enter into and upon the Heredita-

Will of Jonathan Eade, dated 28th April 1807.

ments

ments and Premises thereby charged with the Payment thereof, or into any Part thereof, and to distrain for the same, and the Distress and Distresses then and there found to sell and dispose of according to Law; and in like Manner as in Cases of Distresses taken for Rent reserved on common Demises, until thereby or therewith the said Annuities and all Arrears thereof, and all Costs, Charges, and Expences attending the same, should be fully paid and satisfied: And whereas the said *Jonathan Eade* departed this Life on or about the Twenty-sixth Day of *September* One thousand eight hundred and eleven, without having altered or revoked his said Will as to the Dispositions herein-before stated; and the same, together with a Codicil thereto, was duly proved by the said *William Eade* and *Joseph Eade*, Two of the Executors therein named, in the Prerogative Court of the Lord Archbishop of *Canterbury*, on or about the Eleventh Day of *October* then next following: And whereas by Indenture of Lease bearing Date the Twenty-fourth Day of *April* in the Year of our Lord One thousand eight hundred and twelve, made between the said *Thomas Briggs* Master of Arts, then Prebendary of the said Prebend of *Stoke Newton* or *Newnton*, otherwise *Newington*, of the one Part, and the said *William Eade*, therein described of the *Minories* in the City of *London*, Merchant, and the said *Joseph Eade*, therein described of *Hitchin* in the County of *Herts*, Gentleman, of the other Part; it is witnessed, that in Consideration of the Surrender made by the said *William Eade* and *Joseph Eade* of the said Indenture of Lease of the Thirtieth Day of *August* One thousand seven hundred and eighty-three, (the Estate, Term, and Interest of the said *Jonathan Eade*, granted by the said Indenture, having become legally vested in the said *William Eade* and *Joseph Eade*, and their Heirs), and in Consideration of the Rent and Covenants therein-after mentioned and expressed, on the Part and Behalf of the said *William Eade* and *Joseph Eade* to be paid, done, and performed, he the said *Thomas Briggs* did demise, grant, and to farm let unto the said *William Eade* and *Joseph Eade*, their Heirs and Assigns, all that the said Manor, Lordship, or Farm of *Stoke Newton* or *Newnton*, otherwise *Newington*, and all other the Premises comprised in and demised by the said recited Indenture of the Thirtieth Day of *August* One thousand seven hundred and eighty-three, by the Description therein mentioned, and with the Exception therein contained; to hold the same unto the said *William Eade* and *Joseph Eade*, their Heirs and Assigns, from the making thereof, for and during the natural Lives of the said *William Eade*, beingthen of the Age of Thirty-six Years or thereabouts, of the said *Joseph Eade*, being then of the Age of Thirty-two Years or thereabouts, and of *John Nelson Bond* therein described, being then of the Age of Thirteen Years or thereabouts, and for and during the Life of the longest Liver of them, at the yearly Rent of Twenty-eight Pounds payable as therein mentioned: And whereas the said last-mentioned Lease having been granted to the said *William Eade* and *Joseph Eade* upon their surrendering the said former Lease of the Thirtieth Day of *August* One thousand seven hundred and eighty-three, to the subsisting Interest in which they became entitled under the said Will of their said late Father *Jonathan Eade* deceased, the said Annuities given by the said Will are a Lien on the Interest acquired by the said *William Eade* and *Joseph Eade* under the said now subsisting Lease so granted to them as aforesaid, and they are, under and by virtue of the said Lease, Lords of the said Manor, and hold the Courts thereof, and receive all the Fines, Rents, Issues, and Profits arising therefrom: And whereas the principal

Lease dated 24th April 1812.

Part

Part of the Ground demised by the said Leases is not built upon, and therefore and on account of its eligible Situation and Vicinity to *London*, is capable of considerable Improvements, which Improvements, if made, would yield a very large Increase of Rent; but the said Prebendary and his Successors being restrained by the existing Law from granting Leases suitable for Building Purposes, Builders and other Persons are unwilling to take the same for the Purpose of building and making Improvements thereon; and in order to enable and encourage such Building and other Improvements, it is thought necessary that the Tenure thereof should be made in Value as nearly equal to Freehold as possible: And whereas it would be greatly for the Benefit as well of the said Prebendary and his Successors, as of the said *William Eade* and *Joseph Eade*, if (instead of granting Leases for Lives as hath been usual on Fines being paid for the same) a Power were to be given to the said Prebendary and his Successors to grant a new Lease of all the said Premises comprized in the said now subsisting Lease for such Term of Years and with such Powers of Renewal as are herein-after mentioned; and if the said Lessees, their Executors, Administrators, and Assigns, were to be enabled, with the Concurrence of the said Prebendary for the Time being, to grant Sub-leases thereof in such Manner as is herein-after mentioned; and in order to facilitate the Exercise of the last-mentioned Power, and of the other Powers herein-after given, it is deemed expedient that Payment of the said Annuities should be provided for as herein-after mentioned: And whereas the Value of the Interests of the said Prebendary and his Successors and of his said Lessees in the said Premises having been taken into Consideration, it is conceived that the Rents, Issues, and Profits of all and every Part of the same Premises which at present are reserved or payable, and which hereafter may arise, increase, or be payable upon any Lease or Leases to be made under the Authority of this Act, or any Under-leases in pursuance thereof, or otherwise howsoever in respect thereof, should be apportioned, subject to such Deductions as herein-after mentioned, between the said Prebendary and his Successors and the said Lessees in the Proportions herein-after expressed, (that is to say), One Third Part thereof to the said Prebendary and his Successors, and the remaining Two Third Parts thereof to the said Lessees, their Executors, Administrators, and Assigns: And whereas several Under-Leases have been granted by some of the former Lessees, and some have been granted, or agreed to be granted, by the said present Lessees, of certain Parts of the said Manor and Premises for certain Terms of Years, at and under certain yearly Rents, and mention of all such of the said Under-Leases and Agreements as are now existing is made in the Rental or Particular contained in the Schedule to this Act annexed; and inasmuch as the same appear to have been granted or agreed to be granted upon such Terms as were fair and reasonable, and at the best yearly Rents which could reasonably be expected, and without Fine or Foregift, the said Prebendary on Behalf of himself and his Successors is consenting and desirous that all the said Under-Leases and Agreements should be confirmed: And whereas Parts of the Demesnes of the said Manor are holden by Copy of Court Roll of the said Manor as Customary Estates of Inheritance, subject to certain small Quit Rents or other annual Rents, and to Fines upon Alienation or Death of the Tenants by Copy, payable to the said Lessees: And whereas such Tenants by Copy cannot by the Custom of the said Manor grant Leases of their Copyhold Tenements, for a longer Period than Three Years, without the Licence of the Lords of the said

Manor, which, with other Circumstances attending such Tenure, are a Bar to such Improvements by Building and otherwise, as would in all Probability take place as to the said Parts of the said Manor so holden by Copy; and it is therefore conceived that it would be beneficial as well to the said Prebendary and his Successors as to the said Lessees, if Powers were granted to enfranchise the said Copyhold Premises, subject to the Application of One Third Part (in respect of the Interest of the said Prebendary and his Successors), of such Consideration in Money as may arise thereby in the Purchase, under the Direction of His Majesty's High Court of Chancery, of Messuages, Lands, Tenements, or Hereditaments to be annexed to the said Prebend for ever as herein-after mentioned: And whereas the said *Jonathan Eade* deceased entered into an Agreement in Writing, bearing Date the Twentieth Day of *November* One thousand eight hundred and five, with *John Graham*, whereby, after reciting that the said *Jonathan Eade* was Lord of the said Manor, and that the said *John Graham* was a Customary Tenant of the said Manor, of certain Closes called the *Stone Fields*, containing by Estimation Thirty Acres, and that the said *John Graham* bring desirous of granting Building Leases of a Part of the said Closes, the said *Jonathan Eade*, in Consideration of such intended Building, had consented to grant a Licence to the said *John Graham* to lease the same Land for any Term not exceeding Sixty-one Years from *Lady Day* then next; it was agreed, and the said *Jonathan Eade*, in Consideration of the Improvement of the said Manor by reason of such Building, and as an Encouragement of Building, agreed with the said *John Graham*, his Heirs and Assigns, that he the said *Jonathan Eade*, his Heirs, Executors, Administrators, or Assigns, should not, during the said Term of Sixty-one Years, if his or their Interest should continue so long, demand, on account of any Change of the Property of that Part of the same Closes so intended to be demised for building as aforesaid, by Death or Alienation, any larger Fine than the Amount of Two Years Ground Rent on such Buildings as might be erected on the said Copyhold Estate by the said *John Graham* or his Lessees or Undertenants, exclusive of the Value of the Meadow Land remaining and not built on; with a Proviso that the said Agreement should not prejudice any Right of the said *Jonathan Eade*, his Heirs, Executors, Administrators, or Assigns, to the Customary Fine or Fines upon Alienation of the Remainder of the said Closes, or upon the Death of any Tenant thereof, within the aforesaid Period of Sixty-one Years: And whereas the said *Jonathan Eade* afterwards entered into an Agreement in Writing, bearing Date the Thirtieth Day of *April* One thousand eight hundred and ten, with *James Kibblewhite* Esquire; whereby, after reciting that the said *Jonathan Eade* was Lord of the Manor of *Stoke Newington* aforesaid, and the said *James Kibblewhite* was a Customary Tenant of the said Manor, of Nine Acres and One Half of an Acre of Land, Part of the herein-before mentioned Closes of Pasture Land called the *Stone Fields*, which he had then lately purchased of the said *John Graham*; and that the said *James Kibblewhite* being desirous of granting Building Leases of the Whole of the said Land purchased by him, and afterwards to sell all or any Part thereof, the said *Jonathan Eade*, in Consideration of such intended Building, and in order to encourage the same, had, as such Lord of the Manor as aforesaid, granted a Licence to the said *James Kibblewhite* to lease the same Land for any Term of Years not exceeding Sixty-one Years, from the Twenty-fifth Day of *March* One thousand eight hundred and nine; and the said *Jonathan Eade* had, as a further Inducement for the Improvement

Agreement entered into, dated 20th Nov. 1805.

Another Agreement, dated 30th April 1810.

ment of the said Manor, and to assist and give Encouragement to Alienation, consented on Behalf of himself and all Persons claiming or who might thereafter claim by, from, or under him, and whom he could legally bind, to enter into the following Agreement; it was thereby agreed and declared by and between the said Parties thereto, and the said *Jonathan Eade*, for the Considerations aforesaid, covenanted and agreed with and to the said *James Kibblewhite*, that he, the said *Jonathan Eade*, his Heirs, Executors, Administrators, or Assigns, should not, during the said Term of Sixty-one Years, if the Interest of the said *Jonathan Eade*, his Heirs, Executors, Administrators, or Assigns, should continue so long, either under his then subsisting Lease for Lives, or any Renewal thereof, demand for or on account of any Change or Transfer of the Property of or in all or any Part or Parts of the same Land, so thereby intended to be demised for building, by Death or Alienation, any larger Fine than the Amount of Two Years Ground Rent, which should be actually and *bonâ fide* reserved and made payable to the said *James Kibblewhite*, his Heirs or Surrenderees, in respect of the Buildings so to be erected, and the Ground so to be by him or them demised by virtue of the said Licence, without taking any Fine, Premium, or Foregift, by which such original reserved Ground Rent might be lessened or decreased; and that whenever a Change of Property should take place in a Part only of the said Land, the said Fine should be computed on an Apportionment of such original Ground Rent, according to the Quantity of Land aliened, or in which the Property might be changed by Death, and according to the Proportion that such Quantity might bear to the Whole of the said Nine Acres and an Half, with a Proviso that the said Agreement should not prejudice any Right of the said *Jonathan Eade*, his Heirs, Executors, Administrators, or Assigns, to the Customary Fine or Fines upon Alienation of the Remainder of the said Land, while used as Meadow Land or uncovered Ground, or upon the Death of any Tenant thereof within the aforesaid Period of Sixty-one Years: And whereas numerous Houses and other Buildings having, in consequence of the said last-mentioned Agreements, been erected upon Parts of the Ground comprised therein, respectively, (whereby the permanent Value of the said Manor has been greatly increased) the said Prebendary, on Behalf of himself and his Successors, deems it reasonable that the said Agreements, so far as the same respectively were binding on the said *Jonathan Eade*, his Heirs, Executors, Administrators, or Assigns, should be made binding also upon the said Prebendary and his Successors: And whereas it is conceived, that it would be a further Advantage, as well to the said Prebendary and his Successors, as to the said Lessees, to have the Privilege of getting and disposing of Earth fit for making Bricks and Tiles, and of Loam, Clay, Gravel, and Sand, in some convenient Part or Parts of the said Premises, subject to the Restrictions herein-after mentioned; but the Objects and Purposes aforesaid cannot be accomplished without the Aid of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *Thomas Briggs*, and the said *William Eade* and *Joseph Eade*, 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 it shall be lawful for the said Prebendary and his Successors, for the Time being, and he and they is and are hereby required, by Indenture to be sealed and delivered by the said

Prebendary may demise Manor, &c. of Stoke

Newington, for 99 Years, &c.

said Prebendary, or the Prebendary of the said Prebend for the Time being, and to be registered in the Manner prescribed by Law, concerning Deeds affecting Hereditaments in the County of *Middlesex*, to demise unto the said *William Eade* and *Joseph Eade*, their Executors, Administrators, and Assigns, all that the said Manor, Lordship, or Farm of *Stoke Newton* or *Newnton*, otherwise *Newington*, in the said County of *Middlesex*, with the Appurtenances thereunto belonging and appertaining, being appurtenant to the Prebend of *Stoke Newton* or *Newnton*, otherwise *Newington*, founded in the said Cathedral Church, formerly in the Tenure or Occupation of the Right Honourable *John* Lord *Pawlett*, *Letitia Popham*, *William Carr*, and *Henry Rumsey* Esquire, late of *Elizabeth Abney*, since of the said *Jonathan Eade*, and now of the said *William Eade*, and *Joseph Eade*, their Undertenants or Assigns, together with all and singular Houses, Messuages, Buildings, Lands, Tenements, Meadows, Pastures, Leasows, Feedings, Commons, and Common of Pasture, Woods, Underwoods, Copses, Groves, Hedge Rows, Ways, Watercourses, Ponds, Streams, Profits, Commodities, and Appurtenances, to the said Manor or Farm belonging and appertaining, or therewith, as Part or Parcel thereof, held, used, occupied, or enjoyed; and also all and all Manner of Rents, Services, Revenues, Waifs, Strays, Fines, Amerciaments, Forfeitures, Leets, Courts, Perquisites of Courts, Goods of Felons and Fugitives and Persons outlawed, Goods forfeited or confiscated, Deodands, Privileges, Franchises, Liberties, Immunities, Profits, Commodities, Advantages, Emoluments, and all other Hereditaments whatsoever, with all and singular the Rights, Members, and Appurtenances in *Newton* or *Newnton*, otherwise *Newington* aforesaid, to the said Premises so to be demised, or any Part or Parcel thereof belonging, (except and always to be reserved unto the said Prebendary and his Successors, Prebendaries of the said Prebend, as well the Bread Money unto the said Prebend belonging, and within the said Cathedral Church yearly growing and coming; and also all Liberty and Residence in the said Cathedral Church, and all Manner of Rights, Dividends, Parts, or Portions, and every of them, within the said Cathedral Church, which by any Manner or Ways are, or hereafter may happen to be, due or incident to the said Prebend or Prebendary, or any of his Successors in the said Prebend, at any Time or Times during the Continuance of the Lease so to be granted, not coming, growing, arising, or being within the said County of *Middlesex*, out of or by reason of the said Manor, and other the Premises thereby to be demised; and except also, and unto the said Prebendary and his Successors to be reserved, the Patronage, Advowson, and free Disposition of the Parsonage of *Stoke Newton* or *Newnton*, otherwise *Newington*, in the County of *Middlesex* aforesaid; and except also out of the said Lease, and to be foreprized and reserved, all and all Manner of Liberties, Franchises, Privileges and Immunities, within the said Manor and Prebend, which merely and properly do appertain and belong to the Dean and Chapter of *Saint Paul's*, *London*, and not to the said Prebend or Prebendary (as Extracts out of the Exchequer commonly called Green Wax, *et cetera*,) and all and singular other the Messuages, Lands, Tenements, and Hereditaments, which by the said present existing Lease, bearing Date the Twenty-fourth Day of *April* One thousand eight hundred and twelve, were granted and demised by the said Prebendary to the said *William Eade* and *Joseph Eade*, their Heirs and Assigns, for the Lives therein mentioned, with their and every of their Rights, Members, and Appurtenances except as herein-before is excepted; to hold the same

Exception.

to them the said *William Eade* and *Joseph Eade*, their Executors, Administrators, and Assigns, for the Term of Ninety-nine Years, to commence from the Twenty-fifth Day of *March* One thousand eight hundred and fourteen, subject to such Rents, Reservations, Covenants, Provisoes, and Agreements as are herein-after mentioned; and also to renew such Lease at the End of the First Fifty Years of the said Term of Ninety-nine Years, on Payment or Tender of a Fine of Twenty Shillings, for a further Term of Ninety-nine Years, to commence from the End of the said First Fifty Years; and so to continue to renew the subsisting Lease for the Time being, for a further Term of Ninety-nine Years, at the End of every First Fifty Years of the subsisting Lease for the Time being, by way of perpetual Renewal, on Payment or Tender of such Fine as aforesaid: Provided that by the said Indenture so to be first granted there shall be reserved and made payable to the said Prebendary for the Time being and his Successors, by and out of the said Manor, Lands, and Hereditaments thereby to be demised, the said ancient yearly Rent of Twenty-eight Pounds, clear of all Deductions whatsoever, by equal Quarterly Payments, on the Twenty-fourth Day of *June*, the Twenty-ninth Day of *September*, the Twenty-fifth Day of *December*, and the Twenty-fifth Day of *March*; and by the said First Lease there shall in like Manner be reserved and made payable to the said Prebendary and his Successors, by like Quarterly Payments, One Third Part of all the Net Rents, Issues, and Profits which, from and after the said Twenty-fifth Day of *March* One thousand eight hundred and fourteen, shall have arisen or become payable, or shall or may arise or be payable and paid for or in respect of the same Manor, Lands, Tenements, Hereditaments, and Premises so to be demised, and every Part thereof, after such Deductions from the Whole or Entirety of the gross Rents, Issues, and Profits thereof, as are herein mentioned (that is to say) the Land Tax, and all other Taxes, Rates, and Assessments which, from and after the said Twenty-fifth Day of *March* One thousand eight hundred and fourteen, shall be payable, and which ought to be and shall have been paid by the said Lessees, in respect of the said Manor and Premises, or any Part thereof, and all Expences usually borne by the Lord at the Courts of the said Manor; and also all such reasonable Costs, Charges, and Expences as the said Lessees, their Executors, Administrators, or Assigns, shall pay, sustain, or be put unto, in and about the proper and necessary Management and Improvement of the said Manor, Hereditaments, and Premises so to be demised, or attending the carrying this Act into Execution, or attending the necessary Repairs of the Buildings thereon, or insuring the same from Loss or Damage by Fire, but without making any Deduction in respect of the said Rent of Twenty-eight Pounds: Provided nevertheless, that during the Term of Ten Years, to be computed from the said Twenty-fifth Day of *March* One thousand eight hundred and fourteen, the clear yearly Sum of Two hundred and fifty Pounds, of lawful Money of *Great Britain*, shall be deducted from the said Prebendary's said Net Third Part, for the sole Benefit of the said Lessees, their Executors, Administrators, and Assigns.

Rent reserved.

II. And be it further enacted, That such Lease shall contain Covenants, on the Part of the Lessees, to account for and pay to the Prebendary of the said Prebend for the Time being the said yearly Rent of Twenty-eight Pounds, and also One Third Part of all the said Net Rents, Issues, and Profits, after such Deductions as aforesaid; and in a proper Book or Books

Covenants on the Part of the Lessees.

to keep, and on every Twenty-ninth Day of *September*, and Twenty-fifth Day of *March*, or within One Calendar Month after, to deliver to the Prebendary of the said Prebend for the Time being, a fair, regular, just, and true Account in Writing, of all the Receipts and Payments of the said Lessees, their Executors, Administrators, and Assigns, for and concerning the said Manor, Hereditaments, and Premises so to be demised, so that the Net Balance due to the said Prebendary from Time to Time may thereby be clearly ascertained, vouched, agreed upon, and settled; and also to use their best Endeavours to manage and improve the Premises so to be demised to the best Advantage of the Prebendary of the said Prebend for the Time being; and to permit the said Prebendary, and his Successors, and his and their Agents and Stewards, at all seasonable Times, when required, to inspect the Court Books, Books of Account, Leases, Agreements, and all other Writings relating to the said Manor, Hereditaments, and Premises, and to take Extracts or Copies therefrom respectively; and such Lease shall also contain a Covenant on the Part of the said Prebendary of the said Prebend for the Time being to renew such Lease according to the Intent of this Act; and that every future Lease to be granted by way of Renewal shall contain like Covenants, as well on the Part of the Lessor as of the Lessees, so far as the same shall then be applicable to the Case: Provided always, that before the Execution of the said First Indenture of Lease for Ninety-nine Years, and of every Indenture of Renewal, there shall be delivered by the Lessees therein to be named, to the Prebendary of the said Prebend for the Time being, or to his or their Agent or Steward, a true and particular Account in Writing of the Rent or Rents at which every Part and Parcel of the Premises thereby to be leased are then set, let, or demised, and to whom, and for what Term or Number of Years respectively, and of all other Particulars, whereby it may appear who are the then Tenants and Occupiers of the said Estate, and for or upon what Holding or Tenure, and what the Rents and Profits, and all the Circumstances of the said Estate, then are: Provided nevertheless, that Proof of the Execution of such Indenture or Indentures by the Prebendary of the said Prebend for the Time being shall be admitted as Evidence that such Account was duly delivered as aforesaid.

Covenant on the Part of the Prebendary.

Before the First and every renewed Lease is granted, the Lessees to deliver to the Prebendary a particular Account in Writing of the Rents, Tenants, &c. of the Estate.

Sub-Leases of the Premises may be granted.

III. Provided always, and be it further enacted, That it shall be lawful for the said *William Eade* and *Joseph Eade*, their Executors, Administrators, and Assigns, from Time to Time after the Execution of the said Lease, to be first granted in pursuance of this Act, by Indenture or Indentures, to be sealed and delivered by them (with the Consent of the said Prebendary for the Time being, to be testified by his sealing and delivering the same as a Party thereto), and to be registered in the Manner prescribed by Law concerning Deeds affecting Hereditaments in the County of *Middlesex*, to demise, lease, or grant any Part or Parts of the said Manor, Lands, Hereditaments, and Premises, to be comprized in the Lease and Leases so to be granted by the said Prebendary and his Successors as aforesaid, unto any Person or Persons who shall have built thereon, or rebuilt or substantially repaired any Buildings on the same, or on any Part or Parts thereof, or who shall have contracted, or be willing to build, rebuild, or substantially repair any such Buildings, or to such Person or Persons as he or they shall nominate or appoint for any Term of Years, not exceeding Ninety-eight Years from the making thereof respectively (although the Term then to come in the Prebendal Lease subsisting at the Time may be of shorter

Duration), at and under such Rents, and upon such Terms and Conditions, as, with the Consent of the said Prebendary, shall be agreed upon between the Lessors and Lessees in such Sub-Leases respectively; with Liberty for the Sub-Lessee or Sub-Lessees to take down all or any Part or Parts of the Buildings standing upon the Ground therein respectively to be comprized, and to convert and dispose of the Materials thereof to such Uses and Purposes as shall be therein mentioned and agreed upon; and also, with Liberty to lay out and appropriate any Part of the Premises to be comprized in such Sub-Lease or Sub-Leases, not exceeding Five Acres, to or with any One Messuage or Mansion House, as or for Paddocks, Plantations, Lawns, Gardens, or other Conveniences or Appendages of Use or Ornament, or as or for a Way or Ways, Passage or Passages, for the Use and Convenience of the Sub-Lessee or Sub-Lessees, or other Tenants or Occupiers of the Premises; and also Liberty to lay out and appropriate any Part or Parts of the said Premises as or for public Streets, Squares, Paths, and Passages, and to make Drains, Sewers, or other Easements, for the more convenient Enjoyment thereof; and to dig and take such Earth, Clay, Sand, Loam, or Gravel, as it shall be found convenient to remove for effecting any of the Purposes aforesaid; and also to dig Earth or Clay, and make Bricks and Tiles thereon, and to use the same in or about such Buildings or other Improvements, to be erected or made in or upon the said Premises, but not otherwise; so as there be reserved in and by such Sub-Leases respectively the best and most improved yearly Rent that can be reasonably had or gotten for the same, to be made payable Quarterly, free from all Deductions whatsoever, without any Fine, Premium, or Foregift, or any thing in the Nature thereof, being taken for making any such Sub-Leases; and so as there be contained in such Sub-Leases respectively Covenants from the respective Sub-Lessees to build and keep in repair the Messuages, Erections, and Buildings, which may be agreed to be erected and built upon the Premises therein respectively to be comprised, and also substantially to rebuild and repair the Messuages and Buildings agreed or intended to be rebuilt or repaired, and to keep the Buildings in such Sub-Leases respectively to be comprized insured from Damage by Fire, to the Amount of Three Fourths at the least of the Value thereof, in some one or more of the Public Offices for insuring against Damage by Fire, and to surrender and leave in repair the Messuages, Erections, and Buildings, to be erected and built, or rebuilt and repaired, upon the Premises therein respectively to be comprized at the End of the Term or Terms in such Sub-Leases to be granted; and so as there be also contained in such Sub-Leases respectively, Conditions of Re-entry for Nonpayment of the Rent to be thereby reserved, or Nonperformance of the Covenants, Provisoes, or Conditions, to be therein contained on the Part of the respective Sub-Lessees; and also all such other Covenants, Provisoes, Conditions, Agreements, and Restrictions, as from the Nature of the respective Cases may appear to be reasonable and proper; and so as the respective Sub-Lessees execute Counterparts of their respective Leases; and so that One Third Part of the Rents to be reserved upon such Sub-Leases respectively shall be reserved and made payable to the said Prebendary and his Successors, and the Residue thereof to the said *William Eade* and *Joseph Eade*, their Executors, Administrators, and Assigns: Provided also, that there shall be Two Counterparts of such Sub-Leases respectively, and that One of such Counterparts shall be delivered to the said Prebendary for the Time being, or to some Person or Persons

Two Counterparts of each Sub-Lease to be executed.

Persons to be appointed by him to receive the same, for the Use of himself and his Successors, free from all Expence; and that another of such Counterparts shall be delivered to the said *William Eade* and *Joseph Eade*, their Executors, Administrators, or Assigns.

The Lessees empowered, with the Consent in Writing of the Prebendary, to enter into Contracts for and to execute Sub-Leases.

IV. Provided and be it further enacted, That it shall be lawful for the said *William Eade* and *Joseph Eade*, their Executors, Administrators, or Assigns, at any Time or Times after granting to them such Lease as aforesaid (with the Consent in Writing of the Prebendary of the said Prebend for the Time being), to enter into any Contract or Contracts in Writing for granting any Sub-Lease or Sub-Leases of the said Messuages, Lands, Tenements, and Hereditaments, or any Part or Parts thereof, pursuant to the Power, and subject to the Restrictions herein-before contained, so far as the same respectively shall be applicable to the Case, and to agree, when and as any Land or Buildings so contracted to be let, or any Part or Parts thereof, shall be built upon, rebuilt, or repaired, in the Manner and to the Extent to be stipulated in any such Contract, to demise and lease the Lands and Buildings mentioned in any such Contract, or any Part or Parts thereof, unto the Person or Persons contracting to take the same as aforesaid, or unto such other Person or Persons as he or they shall nominate or appoint, during the Term or Terms to be specified in such Contract, and in such Parcels, and under and subject to such Portions of the yearly Rent or Rents to be specified in such Contract, as shall be thought proper; and that the yearly Rents agreed to be reserved in such Contracts may be made to commence at such Period or Periods, within Five Years from the Commencement of the Term or Terms thereby agreed to be granted, and may be made to increase periodically, beginning with a Rent not less than One Third of the whole Rent agreed for, and increasing up to the full Rent, as shall be found convenient or be thought proper, and as in such Contracts respectively shall be expressed, Regard being had to the Quantity of Land from Time to Time agreed to be demised, and the Progress of the Buildings stipulated to be erected thereon: Provided always, that in every such Contract there shall be inserted a Clause or Condition for vacating the same, or for Re-entry into such Part or Parts of the Land or Buildings therein comprized, and agreed to be let, as shall not be built upon, rebuilt, or repaired in the Manner therein stipulated, within a reasonable Time to be therein 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 Contract shall accept the same, and execute Counterparts thereof, within a reasonable Time to be thereby appointed, or that in default thereof such Contracts shall be void.

Conditions to be inserted in such Contracts.

Contracts made with Consent of Prebendary to be binding upon him and the Lessees.

V. And be it further enacted, That all and every of such Contracts (if made with such Consent as aforesaid) shall be binding as well on the Prebendary for the Time being and his Successors, as on all Persons interested in such original Leases as aforesaid, and shall be carried into Execution by a Sub-Lease or Sub-Leases to be granted in pursuance of the Powers, and subject to the Restrictions herein-before contained, so far as the same shall be applicable to the Case.

Lessees empowered to make Roads, Drains, &c.

VI. And for facilitating the Purposes of this Act, be it further enacted, That it shall be lawful for the said *William Eade* and *Joseph Eade*, their Executors,

Executors, Administrators, and Assigns (with the Consent in Writing of the said Prebendary for the Time being), from Time to Time, to lay out and appropriate any Part or Parts of the said Premises, as or for Roads, Ways, or Passages, for the Use and Convenience of the Tenants and Occupiers thereof, or as or for public Streets, Squares, Roads, Paths, or Passages, and to make Drains, Sewers, or other Easements, and to dig and take Earth and Clay, for making Bricks and Tiles, and Loam, Gravel, and Sand, to be used for all or any of those Purposes: Provided always, that it shall be lawful for the said *William Eade* and *Joseph Eade*, their Executors, Administrators, and Assigns, at any Time or Times after the granting of such Lease to them as aforesaid, by Indenture or Indentures, by them sealed and delivered (with the Consent and Approbation of the Prebendary for the Time being, testified by his sealing and delivering the same as a Party thereto), to make or grant any Sub-Lease or Sub-Leases of any Part of the said Hereditaments and Premises to be comprized in the Lease to be first granted in pursuance of this Act, unto any Person or Persons, for any Term of Years not exceeding Twenty-one Years from the making thereof respectively, reserving the best and most improved yearly Rent or Rents that can be had or gotten for the same, without taking any Fine, Premium, or Foregift, and payable Quarterly, One Third Part thereof to the said Prebendary and his Successors, and the remaining Two Third Parts thereof to the said *William Eade* and *Joseph Eade*, their Executors, Administrators, and Assigns, and with such Covenants as are usually inserted in Leases of that Kind.

The Lessees may make Leases generally for any Term not exceeding 21 Years.

VII. Provided, and it is hereby further enacted and declared, That as between the said Prebendary for the Time being and his said Lessees, their Executors, Administrators, and Assigns, the said Reservation to the said Prebendary and his Successors, in all Cases of Sub-Leases under this Act, of One Third Part of the full Amount of the whole Rent thereby to be reserved, shall be deemed to be as so much of the Proportion to which he shall be entitled under this Act of the whole of the Rents, Issues, and Profits of the said Manor and Premises.

Reservation of One Third of the Rent.

VIII. Provided always, and be it further enacted and declared, That immediately after the Execution by the said Prebendary for the Time being of the said Lease for Ninety-nine Years first to be granted in pursuance of this Act, the said present Lease for Lives of the Twenty-fourth Day of *April* One thousand eight hundred and twelve shall cease and be void: Provided nevertheless, that nothing herein contained shall extend to prejudice any Under-Lessee or Under-Lessees of any of the Lands, Grounds, or Buildings hereby authorized to be demised or leased as aforesaid, or their respective Executors, Administrators, or Assigns, in respect of his or their Interests, subsisting under his or their Under-Lease or Under-Leases; but the Powers of Leasing hereby created shall or may be exercised, notwithstanding the Existence of any Under-Lease or Under-Leases, or Contracts or Agreements for the same, and the respective Terms and Interests subsisting by virtue thereof respectively shall be preserved to such Under-Lessee or Under-Lessees, his or their respective Executors, Administrators, and Assigns, and the Rents and Duties reserved thereby, and the Covenants contained therein, on the Part of the Under-Lessee or Under-Lessees, shall be recoverable, and be enforced, in such and the same Manner as is by Law provided in the Case

After Execution of the First Lease for 99 Years, the present Lease for Lives shall cease, &c.

Case of Surrenders of original Leases when there are Under-Leases in being.

The Premises sub-demised to be subject only to such Rents as in the Sub-Leases may be reserved.

IX. Provided also, and be it further enacted, That the Premises already sub-demised, or to be sub-demised by virtue of this Act, or any of them, shall not be subject or liable, save only as herein-after is mentioned, either at Law or in Equity, to the said yearly Rent of Twenty-eight Pounds so payable and to continue payable to the said Prebendary and his Successors, or to any Part thereof, but to such Rent or Rents only as in the Sub-Lease or Sub-Leases so already granted, or to be granted by virtue of this Act, shall or may be reserved in respect of the Premises therein respectively to be comprized.

Prebendary may distrain Sub-Lessees for Recovery of his Rent.

X. Provided always nevertheless, That it shall be lawful for the said Prebendary for the Time being to proceed by Distress or Action against any present or future Sub-Lessee or Sub-Lessees of any Part or Parts of the said Premises, for Recovery of so much of the Rent or Rents by any such Sub-Lease or Sub-Leases reserved or to be reserved, and then remaining due and unpaid, as will be sufficient to discharge all such Arrears as, in Account between him and his said Lessees, their Executors, Administrators, or Assigns, shall at any Time or Times be due to the said Prebendary for the Time being, either in respect of the said original Rent of Twenty-eight Pounds, or of his Third Part of the Net Rents, Issues, and Profits of the said Manor and Premises, or any Part or Parts thereof, after such Deductions as herein-before mentioned, and all Costs, Charges, and Expences attending such Distress or Action; and it is hereby enacted and declared, That in every such Case the Payment of or towards such Arrears by such Sub-Lessee or Sub-Lessees shall be deemed and taken to be a Payment by him or them to the said *William Eade* and *Joseph Eade*, their Executors, Administrators, or Assigns.

The Under-Leases and Agreements mentioned in the Schedule confirmed.

XI. And be it further enacted, That all the said Under-Leases and Agreements for Under-Leases mentioned in the said Schedule to this Act shall be and the same respectively are hereby confirmed; and also that the said recited Agreements entered into by the said *Jonathan Eade* with the said *John Graham* and *James Kibblewhite* respectively, shall, so far as the same respectively were binding upon the said *Jonathan Eade*, or are binding upon his Heirs, Executors, Administrators, or Assigns, but not further or otherwise, be binding upon the said Prebendary and his Successors in the said Prebend.

Reversion of every Sub-Lease shall be deemed to be vested in the immediate Lessee.

XII. Provided always, and be it further enacted, That in all Actions or Suits which may be brought in the Names of the said Lessees, their Executors, Administrators, or Assigns, against any Sub-Lessee or Sub-Lessees of any Part or Parts of the said Manor and Premises, the Reversion of every Sub-Lease shall, for the Purposes of such Actions or Suits, be deemed to be vested in the immediate Lessees or Lessee of the said Prebendary, their or his Executors, Administrators, or Assigns.

Copyhold Hereditaments may be enfranchised;

XIII. And be it further enacted, That it shall be lawful for the said Prebendary for the Time being, and the said *William Eade* and *Joseph Eade*, their Executors, Administrators, and Assigns, at any Time or Times after the passing of this Act, for such Consideration in Money,

and upon such Terms and in such Manner as to them shall seem just, to contract and agree with the Customary Tenant or Tenants, by whom any Messuages, Cottages, Lands, Tenements, or Hereditaments are or shall be holden by Copy of Court Roll of the said Manor, to enfranchise, and upon Payment of such Consideration in Money in manner herein-after stated, by Deed indented and registered in the Manner required by Law in the Case of Deeds affecting Freehold Estates in the County of *Middlesex*, to enfranchise or declare to be enfranchised all or any Part or Parts of the Copyhold or Customary Messuages, Cottages, and other Buildings, Lands, Tenements, and Hereditaments, holden of the said Manor, or Parcel or reputed to be Parcel thereof; and immediately after any such Deed of Enfranchisement shall be so made and executed, and registered as aforesaid, the Messuages, Cottages, Lands, Tenements, and Hereditaments therein respectively comprized, and thereby expressed to be enfranchised, shall be holden of the said Manor in free and common Socage, discharged of the Tenure by Copy of Court Roll, and of all Burthens, Services, Customs, and Duties incident thereto.

XIV. And be it further enacted, That the said Messuages, Lands, Tenements, or Hereditaments, when so enfranchised, shall be and remain subject and liable to the Payment of all such Tithes, Moduses, Pensions, and other Ecclesiastical Dues or Payments in lieu of Tithes, if any, as the same Messuages, Lands, Tenements, and Hereditaments were subject and liable to before the passing of this Act, or would have remained subject and liable to if such Enfranchisement had not been made.

but to remain liable to Tithes, Moduses, &c.

XV. And be it further enacted, That it shall be lawful for the said Prebendary and his Successors, and the said *William Eade* and *Joseph Eade*, their Executors, Administrators, and Assigns, to grant to any Person or Persons the Liberty or Privilege of digging and raising Earth or Clay, suitable for making Bricks or Tiles, and Loam, Gravel, or Sand, in any convenient and proper Part or Parts of the said Lands and Grounds where the same may be found, and of selling and disposing of the same, and to enter into such Contract or Contracts with any Person or Persons accordingly, who may be willing to treat with them for the Purchase of the Benefits to accrue by Means of such Liberty or Privilege, as the said Prebendary for the Time being, and his said Lessees, their Executors, Administrators, or Assigns, shall think fit; and if it shall be found necessary or adviseable, by Deed indented, to be sealed and delivered by the said Prebendary or his Successors, and by the said *William Eade* and *Joseph Eade*, their Executors, Administrators, or Assigns, and to be registered in the Manner prescribed by Law concerning Deeds affecting Hereditaments in the County of *Middlesex*, to grant such Liberty and Privilege, with all such Powers as may be requisite or convenient for carrying such Contract or Contracts into Execution, but subject to such Conditions and Restrictions as may be deemed to be reasonable and proper; provided that the Money agreed to be paid as the Consideration for every such Enfranchisement, and for granting such Liberty or Privilege of digging, raising, selling, and disposing of Brick Earth, Clay, Loam, Gravel, or Sand, shall be paid in manner following; (that is to say), Two Third Parts thereof to the said *William Eade* and *Joseph Eade*, their Executors, Administrators, or Assigns, and the remaining Third Part thereof into the Bank of *England*, in the Name and with the Privity of

The Prebendary and Lessees empowered to contract for the Sale of Brick Earth, &c.

Consideration Money for Enfranchisements, and for Brick Earth, &c. how to be applied.

of the Accountant General of the High Court of Chancery, to be placed to his Account there, *ex parte* the Prebendary of the Prebend of *Stoke Newton* or *Newnton* otherwise *Newington*, pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of His late Majesty King *George* the First, Chapter the Thirty-second, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of His late Majesty King *George* the Second, Chapter the Twenty-fourth; and so soon as conveniently may be after such Monies shall have been so paid in as aforesaid, the same shall (upon a Petition to be preferred to the said Court in a summary Way, by or on the Behalf of the Prebendary of the said Prebend for the Time being) from Time to Time be laid out in the Purchase of Navy or Victualling or Transport Bills, or Exchequer Bills, and the Interest arising from the Money so laid out in the Navy, Victualling, or Transport or Exchequer Bills, and the Money received from the same as they shall respectively be paid off by Government, shall be laid out in the Name of the said Accountant General in the Purchase of other Navy or Victualling, or Transport or Exchequer Bills: Provided that it shall and may be lawful for the said Court to make such General Order or Orders, or Special Order or Orders (if necessary), that whensoever the Exchequer Bills of the Date of those in the Hands of the said Accountant General shall be in the Course of Payment by Government, and new Exchequer Bills shall be issued, such new Exchequer Bills may be received in Exchange for those which are so in the Course of Payment, as shall be effectual for the enabling such Receipt in Exchange, and in that Event the Interest of the old Bills shall be laid out as before directed with respect to the Interest when the Bills are paid off; all which said Navy or Victualling or Transport or Exchequer Bills, whether purchased or exchanged, shall be deposited in the Bank, in the Name of the said Accountant General, and shall there remain until the same shall, upon Petition to be preferred to the High Court of Chancery in a summary Way, by or on Behalf of the said Prebendary or his Successors in the said Prebend, be ordered to be sold by the said Accountant General, for carrying the Purposes of this Act into Execution, in such Manner as the said Court shall think just and direct.

Money arising by Enfranchisement, &c. to be invested in the Purchase of Lands.

XVI. And be it further enacted, That when a Sum equal to the Amount of that obtained by the said Prebendary and his Successors for the Enfranchisement of Messuages, Lands, Tenements, or Hereditaments hereby made enfranchisable, and for the granting of such Liberty or Privilege of digging, raising, selling, and disposing of such Brick Earth, Clay, Loam, Gravel, or Sand as aforesaid (after deducting therefrom One Third Part of the Costs, Charges, and Expences of this Act, and relative thereto herein-after provided to be paid thereout), shall have been invested in such Purchase or Purchases of other Hereditaments as herein-after mentioned, and the Money arising by Sale of such Navy or Victualling or Transport or Exchequer Bills, shall exceed the Amount of the original Purchase Money so laid out or applied as aforesaid, then and in such Case only the Overplus which shall remain after discharging the Expences of the Applications to the Court, shall be paid to the Prebendary who for the Time being would have been entitled to the Rents and Profits of the Hereditaments hereby directed to be purchased, in case the same had been purchased pursuant to this Act.

XVII. Pro-

XVII. Provided always, and it is hereby further enacted, That Two Third Parts of the Costs, Charges, and Expences attending the Preparation and Application for, and of the obtaining and passing of this Act, and preparatory thereto, and of a Survey, Map, and Book of Reference thereto made of the said Estate, by *James Wadmore*, shall be borne by the said *William Eade* and *Joseph Eade*, their Executors, Administrators, or Assigns, and that the remaining Third Part thereof shall be paid out of the Monies so to be placed under the Controul of the said Court of Chancery; and that it shall be lawful for the said Court from Time to Time to make such Order or Orders, as to the said Court shall seem meet, for ascertaining and settling the Amount of the same Third Part of such Costs, Charges, and Expences, and also for ascertaining and settling the Amount of the Costs of the several Applications to be made to the said Court respecting the Matters aforesaid, and the Costs of taking the said Monies out of the Bank, and investing the same, or any Part thereof, in such Purchase or Purchases as aforesaid, or otherwise attending the Execution of the Trusts of this Act relative to the Monies, or Navy, Victualling, Transport, or Exchequer Bills so respectively to be placed under its Controul, and for Payment of the same Third Part, and also of such other Costs as aforesaid, out of all or any of such Monies.

Expences of the Act.

XVIII. And be it further enacted, That the Certificate and Certificates to be given by the said Accountant General, together with the Receipt and Receipts of One of the Cashiers of the Bank of *England* to be thereunto annexed, and therewith filed in the proper Office of the said Court of Chancery, of the Payment into the Bank of *England* by such Person or Persons of such Monies as aforesaid, or an Office Copy or Office Copies of the same Certificates and Receipts, shall be, and be deemed and taken to be, a good and sufficient Discharge to such Person or Persons, and to his, her, and their Heirs, Executors, Administrators, and Assigns, for so much of the said Monies for which such Certificate or Certificates, and Receipt or Receipts as aforesaid, shall respectively be given; and that after the filing of such Certificate or Certificates, and Receipt or Receipts as aforesaid, such Person and Persons, and his, her, and their respective Heirs, Executors, Administrators, and Assigns, shall be and is and are hereby absolutely acquitted and discharged of and from the said Monies, and shall not be answerable or accountable for any Loss, Misapplication, or Non-application thereof, or of any Part thereof.

Certificate of the Accountant General, and Receipts of the Cashiers of the Bank, to be Discharges to the Persons paying Money into Court.

XIX. And be it further enacted, That it shall be lawful for the said Court, from Time to Time, (upon a Petition to be preferred to that Court, in a summary Way, by or on Behalf of the said Prebendary or his Successors in the said Prebend), to order and direct the Accountant General of the said Court to pay and apply the Whole, or any Part or Parts, as to the same Court shall seem just and proper, of the said Monies hereinbefore directed to be paid into the Bank, or of the Monies to be produced by such Navy, Victualling, Transport, or Exchequer Bills, for the Purchase of Manors, Messuages, Farms, Lands, Tenements, or Hereditaments, of an Estate of Inheritance in Fee Simple in Possession, free from Incumbrances, (except Quit Rents, Fee Farm Rents, or other usual Outgoings or Payments), to be situate within the Province of *Canterbury*, and that all and singular the Manors, Messuages, Farms, Lands, Tenements, or Hereditaments, which shall be so purchased, shall be thereupon conveyed

Estate purchased to be vested in the Prebendary.

veyed or assured unto, and to the Use of the said Prebendary and his Successors in the said Prebend, for ever; and shall, from the Time of such Conveyance or Assurance, be annexed to, and for ever thereafter continue and be Part of the said Prebend.

The Prebendary restrained from granting Leases of the Hereditaments so to be purchased for more than 21 Years.

XX. Provided always, and be it further enacted, That no Lease or Leases shall be made by the said Prebendary for the Time being, of all or any of the Hereditaments so to be purchased, for any Term exceeding Twenty-one Years in Possession, and not otherwise than at the best improved Rent or Rents, to be payable Quarterly, without any Fine, Premium, or Foregift, which can or may be obtained for the same, and all Leases to be so made by the said Prebendary or his Successors in the said Prebend, shall be binding on the said Prebendary and his Successors.

After the granting of the First Lease for 99 Years, the Annuities shall be payable by the Lessees, &c.

XXI. Provided always, and be it further enacted, That from and after the granting of the said First Lease for Ninety-nine Years, by the said Prebendary for the Time being, the Whole of the said Annuities, of Five hundred Pounds, One hundred and five Pounds, Twenty Pounds, and Fifty Pounds, shall be paid and payable during the Continuance thereof respectively, by the said *William Eade* and *Joseph Eade*, their Executors, Administrators, or Assigns, by and out of their Proportion of the Rents, Issues, and Profits of the said Manor and Premises so to be demised to them by the said Prebendary for the Time being; and that their Proportion only of such Rents, Issues, and Profits, shall henceforth be, and be deemed to be charged and chargeable therewith, and (the said other Annuitants being consenting thereto) that the said Annuity of One hundred and five Pounds shall be, and be deemed to be, a Charge thereon prior to the said other Annuities, and that the Terms or Interests of the said Sub-Lessees, or any of them, shall not in any Manner be affected by the said Annuities, or any of them; but nevertheless the Person or Persons beneficially entitled for the Time being to the said Annuities respectively shall have such Remedies, (but subject and without Prejudice to those of the said Prebendary for the Time being, for the Recovery of his Proportion of the Rents, Issues, and Profits of the Premises to be comprised in the said Lease or Leases to be granted by him pursuant to this Act, or of any of them), for the Recovery of so much of the Rents payable by them to the said *William Eade* and *Joseph Eade*, their Executors, Administrators, or Assigns, and then due and unpaid, as shall, from Time to Time, be sufficient to satisfy the said Annuities then in Arrear, and all Costs, Charges, and Expences occasioned by the Non-payment thereof respectively, as they the said Annuitants, and each of them, now have under the said Will of the said *Jonathan Eade* deceased, or could or might have had if this Act had not been passed; and Payment by such Sub-Lessees, or any of them, of so much of the said Rents as aforesaid, for the Purpose last-mentioned, shall be deemed and taken to be as a Payment by them respectively to the said *William Eade* and *Joseph Eade*, their Executors, Administrators, or Assigns.

General Saving.

XXII. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Persons and Person, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators, (other than and except the said Prebendary, and his Successors in the said Prebend; and also the said *William Eade* and *Joseph Eade*,

Eade, their several Heirs, Executors, Administrators, and Assigns, and the several Annuitants named in the said Will of the said *Jonathan Eade* deceased, their respective Executors, Administrators, and Assigns), all such Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever, of, in, to, or out of the said Manor, Messuages, Lands, Tenements, Hereditaments, and Premises comprised in the said Lease of the Twenty-fourth Day of *April* One thousand eight hundred and twelve, or any Part thereof, as they or any of them had immediately before the passing of this Act, or could or might have had or enjoyed in case this Act had not been made.

XXIII. 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.

The

The SCHEDULE to which this Act refers.

Leaseholders and other Tenants.	Terms of Years granted.	When commenced.	When expire.	Premises.	Quantities.			Yearly Rents.		
					A.	R.	P.	£	s.	d.
Appach, John Jacob	21	29th Sept. 1808.	29th Sept. 1829.	South Part of Cowslip Meadow -	4	3	0	28	0	0
Barker, Thomas -	21	25th March 1801.	25th March 1822.	House, No. 10, Church-Street -	—			28	0	0
Brown, Thomas -	21	24th June 1794.	24th June 1815.	House, No. 7, Church-Street -	—			50	0	0
Bellas, John -	43	24th June 1805.	24th June 1848.	Piece of Ground in Edward's-Lane, and House thereon	—			4	0	0
Bransby, Rev. John	21 10	25th March 1806. 25th March 1827.	25th March 1827. 25th March 1837.	A House in Church Street, and Ground in Edward's-Lane -	—			55	0	0
Brampton, Thomas	21	29th Sept. 1801.	29th Sept. 1822.	Two Houses -	—			24	0	0
Bull, Sarah -	21	24th June 1806.	24th June 1827.	House, No. 11, Church-Street -	—			21	0	0
Burton, Thomas -	Tenant from Year to Year.	- -	- -	Cottage in Lordship Lane - -	—			7	7	0
Child, Nathaniel -	14 7	29th Sept. 1800. 29th Sept. 1814.	29th Sept. 1814. 29th Sept. 1821.	House, No. 12, Church-Row -	—			20	0	0
Child, Nathaniel -	21	25th March 1810.	25th March 1831.	House, No. 13, Church-Row -	—			24	0	0
Crosland, Nathaniel	21	24th June 1810.	24th June 1831.	House in Church-Street - -	—			28	0	0
Frame, William -	21	25th Dec. 1802.	25th Dec. 1823.	House and Workshop - -	—			20	0	0
Giles, Edward -	7	29th Sept. 1812.	29th Sept. 1819.	Cottage, Buildings, and Land -	45	0	4	260	0	0
Giles, William -	7	29th Sept. 1808.	29th Sept. 1815.	Messuage, Cottage, and Land -	59	3	18	270	0	0

Leaseholders and other Tenants.	Terms of Years granted.	When commenced.	When expire.	Premises.	Quantities.	Yearly Rents.
					A. R. P.	£ s. d.
Giles, William -	At Will	- -	- -	Short Slip -	4 2 15	25 4 0
Green, Thomas -	21	25th March 1805.	25th March 1826.	House, No. 14, Church-Street -	—	18 0 0
Green, Thomas -	21	29th Sept. 1804.	29th Sept. 1825.	House in Edward's Lane - -	—	12 12 0
Green, Thomas -	31	25th March 1807.	25th March 1838.	Piece of Ground and Hay Barn -	Ground Rent	10 10 0
Gudgeon, Thomas	42	29th Sept. 1807.	29th Sept. 1849.	Part of Church Field - - and Part of Great Square Meadow	6 0 0 4 2 21	40 0 0
Hallett, Amelia -	21	25th Dec. 1794.	25th Dec. 1815.	House, No. 6, Church Street -	—	50 0 0
Jarman, Thomas -	7	29th Sept. 1808.	29th Sept. 1815.	Buildings, Farm Yard, and Land	114 1 20	374 0 0
Jarman, Thomas -	21	25th March 1807.	25th March 1828.	House in Church-Street - -	—	12 12 0
Jarman, Thomas -	31	25th March 1807.	25th March 1838.	Part of Farm Yard, and Hay-Barn in Edward's Lane	Ground Rent	8 8 0
Jarman, Thomas -	61	25th March 1810.	25th March 1871.	Piece of Ground in Church-Street, and Two Houses built thereon -	Ditto.	10 0 0
Medina de Solomon	21	25th Dec. 1793.	25th Dec. 1814.	House, No. 8, Church-Street -	—	30 0 0
Marshall, Robert -	At Will	- -	- -	Cottage and Garden in Lordship-Lane - -	—	10 0 0
Morgan, William -	21	29th Sept. 1808.	29th Sept. 1829.	North Part of Cowslip Meadow	4 3 0	28 0 0
Ogle, James, Esq. -	21	24th June 1793.	24th June 1814.	House, No. 4, Church-Street -	—	46 0 0
Pryor, John, and others.	42	29th Sept. 1807.	29th Sept. 1849.	Part of Church Field	7 3 0	30 0 0
Parker, Joseph -	99	29th Sept. 1781.	29th Sept. 1880.	House and Garden in Church-Street	Ground Rent -	2 0 0
Richards, William	21	25th March 1806.	25th March 1827.	Piece of Waste -	—	4 0 0
Rivaz, V. F. - -	21	29th Sept. 1808.	29th Sept. 1829.	Part of Cowslip Meadow - - and Primrose Meadow -	4 3 0 10 2 0	78 0 0

Leaseholders and other Tenants	Terms of Years granted.	When commenced.	When expire.	Premises.	Quantities.	Yearly Rents.
					A. R. P.	£ s. d.
Robley, John -	—	—	—	—	Ground Rent -	0 1 4
Raw, Matthew -	21	25th March 1794.	25th March 1815	House, No. 9, Church-Street -	—	50 0 0
Rector and Churchwardens	61	24th June 1806.	24th June 1867.	Engine-House -	Ground Rent -	0 1 0
Scales, John -	61	29th Sept. 1808.	29th Sept. 1869.	Land - -	12 1 6	63 0 0
Shaw, Thomas -	14	25th Dec. 1800.	25th Dec. 1814.	House, No. 4, Edward's-Lane	—	16 0 0
Swanson, Peter -	21	24th June 1808.	24th June 1829.	House, No. 3, Church-Street -	—	60 0 0
Swaine, Elizabeth	21	29th Sept. 1794.	29th Sept. 1815.	House, No. 2, Church-Street -	—	47 0 0
Tarrant, Samuel -	21	25th March 1809.	25th March 1830.	House, No. 5, Church-Row -	—	60 0 0
Townsend, M. and others -	90	25th Dec. 1755.	25th Dec. 1845.	Land on which a Meeting House is built - -	Ground Rent -	0 5 0
Tutt, Robert -	At Will	- -	- -	No. 1, Church-Street	—	31 10 0
Watson, John -	21	29th Sept. 1807.	29th Sept. 1828.	Part of Home Field	4 1 0	25 0 0
In Hand - -	(Late George Henry Kirton)			House in Edward's Lane (late Rent)	—	42 0 0
Ditto - -	(Late William Crawshay) -			—	36 1 25	160 0 0 (late Rent)
Law - -	For a Pew in the Parish Church of Stoke Newington -			—	—	2 2 0

N. B.—There are Seven other Pews in the Church belonging to the Prebend, comprised in the present Lease, and which have been held by the former and present Lessees, but none of them are let.

QUIT RENTS.	Payable by about Ninety Customary Tenants of the Manor, amounting, per Account delivered by Messrs. Eade, yearly to - - - - -	- -	4 17 6½
FINES. -	Payable by the Customary Tenants of the Manor upon Death and Alienation; upon the Average of the last Fifteen Years, the yearly Sum received, as appears by an Account delivered by Messrs. Eade, is -	- -	766 9 6
	Total	-	£2,956 19 4½

RECAPITULATION.

Yearly Amount of present Rack and Ground Rents	-	£2,185 12 4
Ditto, of Copyhold Quit Rents - -	-	4 17 6½
Ditto, of Fines, on Average of last Fifteen Years	-	766 9 6
Total	-	£2,956 19 4½

AGREEMENTS entered into by Messrs. Eade, for Leases to be granted to the following Persons, videlicet,

	Years.	Commence.	Expire.	Premises.	Yearly Rents.
					£
Burnand	21	25th Dec. 1815.	25th Dec. 1836.	House, No. 6. -	65
Israeli, B. -	21	24th June 1815.	24th June 1836.	House, No. 7. -	65
Rivaz, V. F. -	21	24th June 1814.	24th June 1835.	House, No. 4. -	65

Note.—The present Rents of the above Three Houses are included in the above Rental.

T. Handley.

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