



ANNO DECIMO QUINTO

VICTORIÆ REGINÆ.

Cap. 5.

An Act to authorize the granting of Leases of Estates devised by the Will of *John Clarkson* Esquire, deceased, situate in the Counties of *Middlesex* and *Surrey*. [17th June 1852.]

WHEREAS *John Clarkson*, late of *Heene* in the County of *Sussex*, Esquire, deceased, duly made and published his last Will and Testament in Writing, in the Manner then required for the devising of Real Estates, which Will bears Date the Twenty-sixth Day of *December* One thousand eight hundred and eighteen, and the said Testator thereby bequeathed the Sum of Four thousand Pounds to *John Clark* of *Brewers' Quay* in the City of *London*, Provision Broker, *John Capper* of *Brewers Quay* aforesaid, Provision Broker, *James Hopkins* of *Worthing* in the County of *Sussex*, Banker, and *William Mitchell* of *Heene* aforesaid, Farmer, upon certain Trusts therein mentioned; and the said Testator thereby also gave and devised all and every his Messuages, Lands, Tenements, Hereditaments, and Real Estate whatsoever, and where-soever situate, with their respective Appurtenances, unto the said *John Clark*, *John Capper*, *James Hopkins*, and *William Mitchell*, their Heirs and Assigns, upon trust that the said *John Clark*, *John*
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Will of John Clarkson, dated the 26th Dec. 1818.

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Capper, James Hopkins, and William Mitchell, or the Survivors or Survivor of them, or the Heirs of such Survivor, should sell and dispose of his the said Testator's said Messuages, Lands, Tenements, Hereditaments, and Real Estate, either altogether or in Parcels, by Public Auction or Private Contract, and at such Time or Times as they or he, such Trustees or Trustee, should think fit, with full Power and Authority to buy in the same or any Part thereof at any Public Auction from Time to Time, without being answerable for any Diminution in Price upon Sale after being offered to Public Auction, and should apply and dispose of the Monies to arise and be produced by the Sale or Sales thereof (after deducting all Charges and Expenses of such Sale or Sales) in such Way and Manner as the Residue of his Personal Estate was therein-after directed to be paid and applied; and the said Testator thereby declared that in the meantime and until his said Messuages, Lands, Tenements, Hereditaments, and Real Estate should be sold and disposed of, the Rents and Profits thereof, or of such Part thereof as should remain unsold, should be applied and disposed of in such Way and Manner as the Interest of the Monies to arise and be produced by the Sale thereof was therein-after directed to be applied and disposed of; and after bequeathing several pecuniary Legacies the said Testator gave and bequeathed all other his Personal Estate and Effects, whatsoever and wheresoever, (not therein-before otherwise disposed of,) unto the said *John Clark, John Capper, James Hopkins, and William Mitchell*, upon trust that they, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, should convert into Money such Part of his the said Testator's Personal Estate as should not be in Money at the Time of his Decease, and pay and discharge all his just Debts and his Funeral and Testamentary Expenses, and should divide the Residue of his Personal Estate, and also the Monies to arise by Sale of his said Messuages, Lands, Tenements, Hereditaments, and Real Estate, into Twenty-three equal Parts, and stand and be possessed of and interested in the said Twenty-three Parts upon the several Trusts and to and for the several Ends, Intents, and Purposes therein-after mentioned and declared of and concerning the same; (that was to say,) as to, for, and concerning One Twenty-third Part of the Residue of his Personal Estate, and of the Monies to arise from Sale of his Real Estate, upon trust to put and place the same out at Interest on Government or Real Security, and to pay the Dividends and Interest thereof to his Son *John Clarkson* for the Term of his natural Life; and from and immediately after his Decease upon further trust to pay and equally divide the said One Twenty-third Part of the said Residue of his the said Testator's Personal Estate and Monies, and the accruing Interest thereof, unto and amongst all and every the Children of his said Son *John Clarkson* lawfully to be begotten that should be living at the Time of his Decease,

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Decease, and the lawful Issue then living of such of his Children as should be then dead leaving lawful Issue, such Issue to take only the Proportion of the Parent of such Issue respectively; but in case the said Testator's said Son *John Clarkson* should die without leaving any Child, or Issue of any Child, living at the Time of his Decease, then upon further trust, from and after the Decease of the said Testator's said Son *John Clarkson* without leaving any Issue, to pay the Dividends and Interest of the said One Twenty-third Part of the said Residue of the said Testator's Personal Estate and Monies unto and amongst his Sons *Edwin Clarkson, George Clarkson, Trevor Clarkson, Augustus Clarkson, Frederick William Clarkson*, and his Daughters *Sarah Clarkson, Amelia Clarkson, Mary Ann Clarkson, Matilda Clarkson, Maria Clarkson, and Lavinia Clarkson*, or such of them as should be then living, and the Survivors and Survivor of them, during their Lives and the Lives and Life of the Survivors and Survivor of them; and from and after the Decease of the Survivor of them the said Testator's said last-mentioned Sons and Daughters, upon further trust to pay and equally divide the said One Twenty-third Part of the said Residue of his Personal Estate and Monies unto and amongst all and every the Children of them his said last-mentioned Sons and Daughters lawfully to be begotten that should be living at the Time of the Decease of the Survivor of them, and the lawful Issue then living of such of their Children as should be then Dead leaving lawful Issue, such Issue to take the Proportion of the Parent of such Issue respectively; and as, to, for, and concerning Two other Twenty-third Parts of the Residue of the said Testator's Personal Estate, and of the Monies to arise by Sale of his said Real Estate, upon trust to put and place the same out at Interest on Government or Real Security, and to pay the Dividends and Interest thereof unto the said Testator's Daughter *Sarah Clarkson* for the Term of her natural Life, to and for her sole and separate Use independent of any Husband with whom she might intermarry, and for which her Receipt alone should be from Time to Time a sufficient Discharge; and from and immediately after her Decease upon further trust to pay and equally divide the said Two Twenty-third Parts of the said Residue of the said Testator's Personal Estate and Monies, and the accruing Interest thereof, unto and amongst all and every the Children of his said Daughter *Sarah Clarkson* lawfully to be begotten that should be living at the Time of her Decease, and the lawful Issue then living of such of her Children as should be then dead leaving lawful Issue, such Issue to take only the Proportion of the Parent of such Issue respectively; but in case his said Daughter *Sarah Clarkson* should die without leaving any Child or Issue of any Child living at the Time of her Decease, then upon further trust, from and after the Decease of his said Daughter *Sarah Clarkson* without leaving any Issue, to pay the Dividends and Interest of the said Two Twenty-third

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third Parts of the said Residue of his Personal Estate and Monies unto and amongst his Sons *John Clarkson, Edwin Clarkson, George Clarkson, Trevor Clarkson, Augustus Clarkson,* and *Frederick William Clarkson,* and his Daughters *Amelia Clarkson, Mary Ann Clarkson, Matilda Clarkson, Maria Clarkson,* and *Lavinia Clarkson,* or such of them as should be then living, and the Survivors and Survivor of them, during their Lives and the Lives and Life of the Survivors and Survivor of them; and from and after the Decease of the Survivor of them the said Testator's said last-mentioned Sons and Daughters, upon further trust to pay and divide the said Two Twenty-third Parts of the said Residue of his Personal Estate and Monies unto and amongst all and every the Children of them his said last-mentioned Sons and Daughters lawfully to be begotten that should be living at the Time of the Decease of the Survivor of them, and the lawful Issue then living of such of their Children as shall be then dead leaving lawful Issue, such Issue to take only the Proportion of the Parent of such Issue respectively; and as to, for, and concerning Two other Twenty-third Parts of the Residue of the said Testator's Personal Estate and of the Monies to arise from Sale of his said Real Estate, upon trust to put and place the same out at Interest on Government or Real Security, and to pay the Dividends and Interest thereof to his Daughter *Amelia Clarkson* for the Term of her natural Life, to and for her sole and separate Use independent of any Husband she might intermarry with, and for which her Receipt alone should be from Time to Time a sufficient Discharge; and from and immediately after her Decease, upon further trust to pay and equally divide the said Two last-mentioned Twenty-third Parts of the said Residue of his Personal Estate and Monies, and the accruing Interest thereof, unto and amongst all and every the Children of his said Daughter *Amelia Clarkson* lawfully to be begotten that should be living at the Time of her Decease, and the lawful Issue then living of such of her Children as should then be dead leaving lawful Issue, such Issue to take only the Proportion of the Parent of such Issue respectively; but in case his said Daughter *Amelia Clarkson* should die without leaving any Child or Issue of any Child living at her Decease, then upon further trust, from and after the Decease of his said Daughter *Amelia Clarkson* without leaving any Issue, to pay the Dividends and Interest of the said Two last-mentioned Twenty-third Parts of the said Residue of his Personal Estate and Monies unto and amongst his Sons *John Clarkson, Edwin Clarkson, George Clarkson, Trevor Clarkson, Augustus Clarkson,* and *Frederick William Clarkson,* and his Daughters *Sarah Clarkson, Mary Ann Clarkson, Matilda Clarkson, Maria Clarkson,* and *Lavinia Clarkson,* or such of them as should be then living, and the Survivors and Survivor of them, during their Lives and the Lives and Life of the Survivors and Survivor of them; and from and after the Decease of the Survivor of them

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them the said Testator's said last-mentioned Sons and Daughters, upon further trust to pay and equally divide the said Two last-mentioned Twenty-third Parts of the said Residue of his Personal Estate and Monies unto and amongst all and every the Children of them his said last-mentioned Sons and Daughters lawfully to be begotten that should be living at the Time of the Decease of the Survivor of them, and the lawful Issue then living of such of their Children as should be then dead leaving lawful Issue, such Issue to take only the Proportion of the Parent of such Issue respectively; and as to, for, and concerning Two other Twenty-third Parts of the Residue of the said Testator's Personal Estate and of the Monies to arise from Sale of his said Real Estate, upon trust to put and place the same out at Interest on Government or Real Security, and to pay the Dividends and Interest thereof to his Daughter *Mary Ann Clarkson* for the Term of her natural Life, to and for her sole and separate Use independent of any Husband she might intermarry with, for which her Receipt alone should be from Time to Time a sufficient Discharge; and from and immediately after her Decease, upon further trust to pay and equally divide the said Two last-mentioned Twenty-third Parts of the said Residue of his Personal Estate and Monies, and the accruing Interest thereof, unto and amongst all and every the Children of his said Daughter *Mary Ann Clarkson* lawfully to be begotten that should be living at the Time of her Decease, and the lawful Issue then living of such of her Children as should be then dead leaving lawful Issue, such Issue to take only the Proportion of the Parent of such Issue respectively; but in case his said Daughter *Mary Ann Clarkson* should die without leaving any Child or Issue of any Child living at her Decease, then upon further trust, from and after the Decease of his said Daughter *Mary Ann Clarkson* without leaving any Issue, to pay the Dividends and Interest of the said Two last-mentioned Twenty-third Parts of the said Residue of his Personal Estate and Monies unto and amongst his Sons *John Clarkson, Edwin Clarkson, George Clarkson, Trevor Clarkson, Augustus Clarkson,* and *Frederick William Clarkson,* and his Daughters *Sarah Clarkson, Amelia Clarkson, Matilda Clarkson, Maria Clarkson,* and *Lavinia Clarkson,* or such of them as should be then living, and the Survivors and Survivor of them, during their Lives and the Lives and Life of the Survivors and Survivor of them; and from and after the Decease of the Survivor of them the said Testator's said last-mentioned Sons and Daughters, upon further trust to pay and equally divide the said Two last-mentioned Twenty-third Parts of the said Residue of his Personal Estate and Monies unto and amongst all and every the Children of them his said last-mentioned Sons and Daughters lawfully to be begotten that should be living at the Time of the Decease of the Survivor of them, and the lawful Issue then living of such of their Children as should be then dead leaving lawful Issue, such Issue to take only the Proportion of the Parent of such

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Issue respectively; and as to, for, and concerning Two other Twenty-third Parts of the Residue of the said Testator's Personal Estate and of the Monies to arise from Sale of his said Real Estate, upon trust to put and place the same out at Interest on Government or Real Security, and to pay the Dividends and Interest thereof to his Daughter *Matilda Clarkson* for the Term of her natural Life, to and for her sole and separate Use independent of any Husband she might intermarry with, and for which her Receipt alone should be from Time to Time a sufficient Discharge; and from and immediately after her Decease, upon further trust to pay and equally divide the said Two last-mentioned Twenty-third Parts of the said Residue of his Personal Estate and Monies, and the accruing Interest thereof, unto and amongst all and every the Children of his said Daughter *Matilda Clarkson* lawfully to be begotten that should be living at the Time of her Decease, and the lawful Issue then living of such of her Children as should be then dead leaving lawful Issue, such Issue to take only the Proportion of the Parent of such Issue respectively; but in case his said Daughter *Matilda Clarkson* should die without leaving any Child or Issue of any Child living at her Decease, then upon further trust, from and after the Decease of his said Daughter *Matilda Clarkson* without leaving any Issue, to pay the Dividends and Interest of the said Two last-mentioned Twenty-third Parts of the said Residue of his Personal Estate and Monies unto and amongst his Sons *John Clarkson, Edwin Clarkson, George Clarkson, Trevor Clarkson, Augustus Clarkson, and Frederick William Clarkson*, and his Daughters *Sarah Clarkson, Amelia Clarkson, Mary Ann Clarkson, Maria Clarkson, and Lavinia Clarkson*, or such of them as should be then living, and the Survivors and Survivor of them, during their Lives and the Lives and Life of the Survivors and Survivor of them; and from and after the Decease of the Survivor of them his said last-mentioned Sons and Daughters, upon further trust to pay and equally divide the said Two last-mentioned Twenty-third Parts of the said Residue of his Personal Estate and Monies unto and amongst all and every the Children of them his said last-mentioned Sons and Daughters lawfully to be begotten that should be living at the Time of the Decease of the Survivor of them and the lawful Issue then living of such of their Children as should be then dead leaving lawful Issue, such Issue to take only the Proportion of the Parent of such Issue respectively; and as to, for, and concerning Two other Twenty-third Parts of the Residue of the said Testator's Personal Estate and of the Monies to arise from Sale of his said Real Estate, upon trust to put and place the same out at Interest on Government or Real Security, and to pay the Dividends and Interest thereof to his Daughter *Maria Clarkson* for the Term of her natural Life, to and for her sole and separate Use independent of any Husband she might intermarry with, and for which her Receipt alone should be from Time to Time a sufficient

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cient Discharge; and from and immediately after her Decease, upon further trust to pay and equally divide the said Two last-mentioned Twenty-third Parts of the said Residue of his Personal Estate and Monies, and the accruing Interest thereof, unto and amongst all and every the Children of his said Daughter *Maria Clarkson* lawfully to be begotten that should be living at the Time of her Decease, and the lawful Issue then living of such of her Children as should be then dead leaving lawful Issue, such Issue to take only the Proportion of the Parent of such Issue respectively; but in case his said Daughter *Maria Clarkson* should die without leaving any Child or Issue of any Child living at her Decease, then upon further trust, from and after the Decease of his said Daughter *Maria Clarkson* without leaving any Issue, to pay the Dividends and Interest of the said Two last-mentioned Twenty-third Parts of the said Residue of his Personal Estate and Monies unto and amongst his Sons *John Clarkson, Edwin Clarkson, George Clarkson, Trevor Clarkson, Augustus Clarkson,* and *Frederick William Clarkson,* and his Daughters *Sarah Clarkson, Amelia Clarkson, Mary Ann Clarkson, Matilda Clarkson,* and *Lavinia Clarkson,* or such of them as should be then living, and the Survivors and Survivor of them, during their Lives and the Lives and Life of the Survivors and Survivor of them; and from and after the Decease of the Survivor of them his said last-mentioned Sons and Daughters, upon further trust to pay and equally divide the said Two last-mentioned Twenty-third Parts of the said Residue of his Personal Estate and Monies unto and amongst all and every the Children of them his said last-mentioned Sons and Daughters lawfully to be begotten that should be living at the Time of the Decease of the Survivor of them, and the lawful Issue then living of such of their Children as should be then dead leaving lawful Issue, such Issue to take only the Proportion of the Parent of such Issue respectively; and as to, for, and concerning Two other Twenty-third Parts of the Residue of the said Testator's Personal Estate and of the Monies to arise from Sale of his said Real Estate, upon trust to put and place the same out at Interest on Government or Real Security, and to pay the Dividends and Interest thereof to his Daughter *Lavinia Clarkson* for the Term of her natural Life, to and for her sole and separate Use independent of any Husband she might intermarry with, and for which her Receipt alone should be from Time to Time a sufficient Discharge; and from and immediately after her Decease, upon further trust to pay and equally divide the said Two last-mentioned Twenty-third Parts of the said Residue of his Personal Estate and Monies, and the accruing Interest thereof, unto and amongst all and every the Children of his said Daughter *Lavinia Clarkson* lawfully to be begotten that should be living at the Time of her Decease, and the lawful Issue then living of such of her Children as should be then dead leaving lawful Issue, such Issue to take only the

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the Proportion of the Parent of such Issue respectively; but in case his said Daughter *Lavinia Clarkson* should die without leaving any Child or Issue of any Child living at her Decease, then upon further trust, from and after the Decease of his said Daughter *Lavinia Clarkson* without leaving any Issue, to pay the Dividends and Interest of the said Two last-mentioned Twenty-third Parts of the said Residue of his Personal Estate and Monies unto and amongst his Sons *John Clarkson, Edwin Clarkson, George Clarkson, Trevor Clarkson, Augustus Clarkson,* and *Frederick William Clarkson,* and his Daughters *Sarah Clarkson, Amelia Clarkson, Mary Ann Clarkson, Matilda Clarkson,* and *Maria Clarkson,* or such of them as should be then living and the Survivors and Survivor of them, during their Lives and the Lives and Life of the Survivors and Survivor of them; and from and after the Decease of the Survivor of them his said last-mentioned Sons and Daughters, upon further trust to pay and equally divide the said Two last-mentioned Twenty-third Parts of the said Residue of his Personal Estate and Monies unto and amongst all and every the Children of them his said last-mentioned Sons and Daughters lawfully to be begotten that should be living at the Time of the Decease of the Survivor of them, and the lawful Issue then living of such of their Children as should be then dead leaving lawful Issue, such Issue to take only the Proportion of the Parent of such Issue respectively; and as to, for, and concerning Two other Twenty-third Parts of the Residue of the said Testator's Personal Estate, and of the Monies to arise from Sale of his said Real Estate, upon trust to put and place the same out at Interest on Government or Real Security, and to pay the Dividends and Interest thereof to his Son *Edwin Clarkson* for the Term of his natural Life; and from and immediately after his Decease, upon further trust to pay and equally divide the said Two last-mentioned Twenty-third Parts of the said Residue of the said Testator's Personal Estate and Monies, and the accruing Interest thereof, unto and amongst all and every the Children of his said Son *Edwin Clarkson* lawfully to be begotten that should be living at the Time of his Decease, and the lawful Issue then living of such of his Children as should be then dead leaving lawful Issue, such Issue to take only the Proportion of the Parent of such Issue respectively; but in case the said Testator's said Son *Edwin Clarkson* should die without leaving any Child or Issue of any Child living at his Decease, then upon further trust, from and after the Decease of the said Testator's said Son *Edwin Clarkson* without leaving any Issue, to pay the Dividends and Interest of the said Two last-mentioned Twenty-third Parts of the said Residue of the said Testator's Personal Estate and Monies unto and amongst his Sons *John Clarkson, George Clarkson, Trevor Clarkson, Augustus Clarkson,* and *Frederick William Clarkson,* and his Daughters *Sarah Clarkson, Amelia Clarkson, Mary Ann Clarkson, Matilda Clarkson, Maria Clarkson,* and *Lavinia Clarkson,* or such of them as should be

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be then living, and the Survivors and Survivor of them, during their Lives and the Lives and Life of the Survivors and Survivor of them; and from and after the Decease of the Survivor of them his said last-mentioned Sons and Daughters, upon further trust to pay and equally divide the said Two last-mentioned Twenty-third Parts of the said Residue of his Personal Estate and Monies unto and amongst all and every the Children of them his said last-mentioned Sons and Daughters lawfully to be begotten that should be living at the Time of the Decease of the Survivor of them, and the lawful Issue then living of such of their Children as should be then dead leaving lawful Issue, such Issue to take only the Proportion of the Parent of such Issue respectively; and as to, for, and concerning Two other Twenty-third Parts of the Residue of the said Testator's Personal Estate, and of the Monies to arise from Sale of his said Real Estate, upon trust to put and place the same out at Interest on Government or Real Security, and to pay the Dividends and Interest thereof to his Son *George Clarkson* for the Term of his natural Life; and from and immediately after his Decease, upon further trust to pay and equally divide the said Two last-mentioned Twenty-third Parts of the said Residue of the said Testator's Personal Estate and Monies, and the accruing Interest thereof, unto and amongst all and every the Children of his said Son *George Clarkson* lawfully to be begotten that should be living at the Time of his Decease, and the lawful Issue then living of such of his Children as should be then dead leaving lawful Issue, such Issue to take only the Proportion of the Parent of such Issue respectively; but in case the said Testator's said Son *George Clarkson* should die without leaving any Child or Issue of any Child living at his Decease, then upon further trust, from and after the Decease of the said Testator's said Son *George Clarkson* without leaving any Issue, to pay the Dividends and Interest of the said Two last-mentioned Twenty-third Parts of the said Residue of the said Testator's Personal Estate and Monies unto and amongst his Sons *John Clarkson, Edwin Clarkson, Trevor Clarkson, Augustus Clarkson, and Frederick William Clarkson*, and his Daughters *Sarah Clarkson, Amelia Clarkson, Mary Ann Clarkson, Matilda Clarkson, Maria Clarkson, and Lavinia Clarkson*, or such of them as should be then living, and the Survivors and Survivor of them, during their Lives and the Lives and Life of the Survivors and Survivor of them; and from and after the Decease of the Survivor of them his said last-mentioned Sons and Daughters, upon further trust to pay and equally divide the said Two last-mentioned Twenty-third Parts of the said Residue of his Personal Estate and Monies unto and amongst all and every the Children of them his said last-mentioned Sons and Daughters lawfully to be begotten that should be living at the Time of the Decease of the Survivor of them, and the lawful Issue then living of such of their Children as should be then dead leaving lawful Issue, such Issue to take only the Proportion

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of the Parent of such Issue respectively; and as to, for, and concerning Two other Twenty-third Parts of the Residue of the said Testator's Personal Estate, and of the Monies to arise from Sale of his said Real Estate, upon trust to put and place the same out at Interest on Government or Real Security, and to pay the Dividends and Interest thereof to his Son *Trevor Clarkson* for the Term of his natural Life; and from and immediately after his Decease, upon further trust to pay and equally divide the said Two last-mentioned Twenty-third Parts of the said Residue of the said Testator's Personal Estate and Monies, and the accruing Interest thereof, unto and amongst all and every the Children of his said Son *Trevor Clarkson* lawfully to be begotten that should be living at the Time of his Decease, and the lawful Issue then living of such of his Children as should be then dead leaving lawful Issue, such Issue to take only the Proportion of the Parent of such Issue respectively; but in case the said Testator's said Son *Trevor Clarkson* should die without leaving any Child or Issue of any Child living at his Decease, then upon further trust, from and after the Decease of the said Testator's said Son *Trevor Clarkson* without leaving any Issue, to pay the Dividends and Interest of the said Two last-mentioned Twenty-third Parts of the said Residue of the said Testator's Personal Estate and Monies unto and amongst his Sons *John Clarkson, Edwin Clarkson, George Clarkson, Augustus Clarkson, and Frederick William Clarkson*, and his Daughters *Sarah Clarkson, Amelia Clarkson, Mary Ann Clarkson, Matilda Clarkson, Maria Clarkson, and Lavinia Clarkson*, or such of them as should be then living, and the Survivors and Survivor of them, during their Lives and the Lives and Life of the Survivors and Survivor of them; and from and after the Decease of the Survivor of them his said last-mentioned Sons and Daughters, upon further trust to pay and equally divide the Two last-mentioned Twenty-third Parts of the said Residue of his Personal Estate and Monies unto and amongst all and every the Children of them his said last-mentioned Sons and Daughters lawfully to be begotten that should be living at the Time of the Decease of the Survivor of them, and the lawful Issue then living of such of their Children as should be then dead leaving lawful Issue, such Issue to take only the Proportion of the Parent of such Issue respectively; and as to, for, and concerning Two other Twenty-third Parts of the Residue of the said Testator's Personal Estate, and of the Monies to arise from Sale of his said Real Estate, upon trust to put and place the same out at Interest on Government or Real Security, and to pay the Dividends and Interest thereof to his Son *Augustus Clarkson* for the Term of his natural Life; and from and immediately after his Decease, upon further trust to pay and equally divide the said Two last-mentioned Twenty-third Parts of the said Residue of the said Testator's Personal Estate and Monies, and the accruing Interest thereof, unto and amongst all and every the Children of his

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his said Son *Augustus Clarkson* lawfully to be begotten that should be living at the Time of his Decease, and the lawful Issue then living of such of his Children as should be then dead leaving lawful Issue, such Issue to take only the Proportion of the Parent of such Issue respectively; but in case the said Testator's said Son *Augustus Clarkson* should die without leaving any Child or Issue of any Child living at his Decease, then upon further trust, from and after the Decease of the said Testator's said Son *Augustus Clarkson* without leaving any Issue, to pay the Dividends and Interest of the said Two last-mentioned Twenty-third Parts of the said Residue of the said Testator's Personal Estate and Monies unto and amongst his Sons *John Clarkson, Edwin Clarkson, George Clarkson, Trevor Clarkson,* and *Frederick William Clarkson,* and his Daughters *Sarah Clarkson, Amelia Clarkson, Mary Ann Clarkson, Matilda Clarkson, Maria Clarkson,* and *Lavinia Clarkson,* or such of them as should be then living, and the Survivors and Survivor of them, during their Lives and the Lives and Life of the Survivors and Survivor of them; and from and after the Decease of the Survivor of them his said last-mentioned Sons and Daughters, upon further trust to pay and equally divide the said Two last-mentioned Twenty-third Parts of the said Residue of his Personal Estate and Monies unto and amongst all and every the Children of them his said last-mentioned Sons and Daughters lawfully to be begotten that should be living at the Time of the Decease of the Survivor of them, and the lawful Issue then living of such of their Children as should be then dead leaving lawful Issue, such Issue to take only the Proportion of the Parent of such Issue respectively; and as to, for, and concerning the remaining Two other Twenty-third Parts of the Residue of the said Testator's Personal Estate, and the Monies to arise from Sale of his said Real Estate, upon trust to put and place the same out at Interest on Government or Real Security, and to pay the Dividends and Interest thereof to his Son *Frederick William Clarkson* for the Term of his natural Life; and from and immediately after his Decease, upon further trust to pay and equally divide the said Two last-mentioned Twenty-third Parts of the said Residue of the said Testator's Personal Estate and Monies, and the accruing Interest thereof, unto and amongst all and every the Children of his said Son *Frederick William Clarkson* lawfully to be begotten that should be living at the Time of his Decease, and the lawful Issue then living of such of his Children as should be then dead leaving lawful Issue, such Issue to take only the Proportion of the Parent of such Issue respectively; but in case the said Testator's said Son *Frederick William Clarkson* should die without leaving any Child or Issue of any Child living at his Decease, then upon further trust, from and after the Decease of the said Testator's said Son *Frederick William Clarkson* without leaving any Issue, to pay the Dividends and Interest of the said Two last-mentioned

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tioned Twenty-third Parts of the said Residue of the said Testator's Personal Estate and Monies unto and amongst his Sons *John Clarkson, Edwin Clarkson, George Clarkson, Trevor Clarkson, and Augustus Clarkson*, and his Daughters *Sarah Clarkson, Amelia Clarkson, Mary Ann Clarkson, Matilda Clarkson, Maria Clarkson, and Lavinia Clarkson*, or such of them as should be then living, and the Survivors and Survivor of them, during their Lives and the Lives and Life of the Survivors and Survivor of them; and from and after the Decease of the Survivor of them his said last-mentioned Sons and Daughters, upon further trust to pay and equally divide the said Two last-mentioned Twenty-third Parts of the said Residue of his Personal Estate and Monies unto and amongst all and every the Children of them his said last-mentioned Sons and Daughters lawfully to be begotten that should be living at the Time of the Decease of the Survivor of them, and the lawful Issue then living of such of their Children as should be then dead leaving lawful Issue, such Issue to take only the Proportion of the Parent of such Issue respectively; and the said Testator thereby directed his Trustees, during the respective Minorities of such of his said Children as should be under the Age of Twenty-one Years, to apply the whole or Part of the Dividends and Interest to which they would respectively be entitled under his said Will in the Support, Maintenance, Education, and placing out in the World of them his said Children respectively; and the said Testator thereby declared that in case any or either of them the said *John Clark, John Capper, James Hopkins, and William Mitchell*, or any future Trustee or Trustees, should happen to die, or be desirous to be discharged from the Trusts of his said Will, it should be lawful for the surviving or continuing Trustees or Trustee to appoint a new Trustee or new Trustees in the Manner therein mentioned; and the said Testator thereby appointed the said *John Clark, John Capper, James Hopkins, and William Mitchell*, and his Wife *Sarah Clarkson*, and his said Son *John Clarkson*, and his said Daughter *Sarah Clarkson*, Executors and Executrices of that his Will, and Guardians of all his Children that should be under the Age of Twenty-one Years at the Time of his Decease, during their respective Minorities: And whereas the said *John Clarkson* the Testator duly made and published, in the Manner then required for the devising of Real Estates, a Codicil to his said Will, which Codicil bears Date the Sixth Day of *February* One thousand eight hundred and nineteen, and thereby, after reciting the Bequest of Four thousand Pounds in his said Will contained, the said Testator revoked the said Bequest, and instead thereof bequeathed the said Sum of Four thousand Pounds to *Samuel Capper of Brewers Quay* aforesaid, Provision Broker, and the said *John Capper* and *James Hopkins*, upon the same Trusts as in his said Will declared concerning the said Sum; and also, after reciting that he had in and by his said Will given, devised, and bequeathed all and every his

Messuages,

Codicil,
dated 6th
Feb. 1819.

Clarkson's Estate.

Messuages, Lands, Tenements, Hereditaments, and Real Estate whatsoever, and wheresoever situate, with their respective Appurtenances, unto the said *John Clark, John Capper, James Hopkins, and William Mitchell*, their Heirs and Assigns, upon certain Trusts and for certain Purposes mentioned in his said Will, the said Testator did thereby revoke the said Gift, Devise, and Bequest of his said Messuages, Lands, Tenements, Hereditaments, and Real Estate, and instead thereof he did thereby give, devise, and bequeath all and every his Messuages, Lands, Tenements, Hereditaments, and Real Estate whatsoever, and wheresoever situate, with their respective Appurtenances, unto the said *Samuel Capper, John Capper, and James Hopkins*, their Heirs and Assigns, upon the same Trusts, and to and for the same Intents and Purposes, and with the same Powers in all respects as in and by his said Will were mentioned, expressed, and declared of and concerning the said Messuages, Lands, Tenements, Hereditaments, and Real Estate; nevertheless he did thereby declare and direct, that no Sale or Sales should be made of his said Messuages, Lands, Tenements, Hereditaments, and Real Estate, or any Part thereof, during the Lifetime of his Wife *Sarah Clarkson*, and of his Son *John Clarkson*, and his Daughter *Sarah Clarkson*, or the Survivors or Survivor of them, without the Consent of them his said Wife and Son and Daughter, or the Survivors or Survivor of them; and after making several Bequests, and also after reciting that he had in and by his said Will given and bequeathed all other his Personal Estate and Effects whatsoever and wheresoever, not therein-before otherwise disposed of, unto the said *John Clark, John Capper, James Hopkins, and William Mitchell*, upon certain Trusts and for certain Purposes mentioned in his said Will, the said Testator did thereby revoke the said Gift and Bequest of all such other his Personal Estate and Effects, and instead thereof he did thereby give and bequeath all other his Personal Estate and Effects whatsoever and wheresoever (not otherwise disposed of by his said Will or by the now-reciting Codicil thereto) unto the said *Samuel Capper, John Capper, and James Hopkins*, upon the same Trusts, and to and for the same Intents and Purposes, and with the same Powers in all respects as were in and by his said Will mentioned, expressed, and declared of and concerning all other his Personal Estate and Effects not therein-before otherwise disposed of; and the said Testator thereby also revoked the Appointment in his said Will of the said *John Clark* and *William Mitchell* as Executors thereof, and appointed the said *Samuel Capper* to be an Executor of his said Will: And whereas the said *John Clarkson* the Testator duly made and published

Codicil,
dated 17th
June 1824.

[Private.]

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Effects

Clarkson's Estate.

Effects than he had given to his other Sons and Daughters, by reason that he had given up to his said Son *John Clarkson* his Business of a Lighterman, and his Share of Craft belonging thereto, but in regard that such Business had not turned out so advantageous to his said Son as he the said Testator expected, and was not likely to improve, it had long since been his Intention to give unto his said Son an equal Share of his Property, Estate, and Effects along with his other Sons and Daughters, notwithstanding his having given up to him his said Son his the said Testator's said Business and his said Share of the Craft, the said Testator did thereby declare, that, notwithstanding anything in his said Will contained to the contrary, his said Son *John Clarkson* should have and be entitled to an equal Share, Proportion, and Benefit of, in, and to his the said Testator's Estate, Property, and Effects, Real and Personal, along with the rest of his Sons and Daughters, to be held by his said Son *John Clarkson* in the same Manner as the Shares given to his other Sons and Daughters; and the said Testator thereby revoked the Appointment of the said *James Hopkins* as a Trustee and Executor of his said Will, and confirmed the Appointment of the other Executors and Executrix and Trustees in his said Will appointed, and declared that such Appointment should have full Effect in such and the same Manner as if they had been originally appointed without the said *James Hopkins*: And whereas the said *John Clarkson* the Testator died on or about the Twentieth Day of *April* One thousand eight hundred and twenty-four, without having revoked or in anywise altered his said Testamentary Dispositions (except as before mentioned), leaving the said *Sarah Clarkson* his Widow, and the said *John Clarkson* the Son, *Sarah Clarkson* the Daughter, *Amelia Clarkson*, *Mary Ann Clarkson*, *Matilda Clarkson*, *Maria Clarkson*, *Edwin Clarkson*, *George Clarkson*, *Trevor Clarkson*, *Augustus Clarkson*, *Lavinia Clarkson*, and *Frederick William Clarkson* his only Sons and Daughters him surviving: And whereas the said Will and Codicils of the said Testator were duly proved in the Prerogative Court of the Archbishop of *Canterbury* on the Sixth Day of *May* One thousand eight hundred and twenty-four by the said *Sarah Clarkson* the Widow, *John Clarkson* the Son, and *Sarah Clarkson* the Daughter, Power being reserved for the said *Samuel Capper* and *John Capper* to come in and prove the same Will and Codicils: And whereas on the Fifth Day of *March* One thousand eight hundred and thirty-one the said *Edwin Clarkson* intermarried with *Mary Ann Groom* Spinster at *Newington* in the County of *Surrey*: And whereas there have been Issue of the said *Edwin Clarkson* and *Mary Ann* his Wife (who is still living) Ten Children, and no more, (that is to say,) *Mary Ann Clarkson*, the First of such Children, who was baptized at *Saint Mary Abchurch* in the City of *London* on the Twenty-second Day of *January* One thousand eight hundred and thirty-two, and who died on or about the Tenth Day

Day

Clarkson's Estate.

Day of *December* One thousand eight hundred and thirty-three, and was buried at *Camberwell* in the County of *Surrey*; *Edwin James Clarkson*, the Second of such Children, who was born on or about the Twenty-first Day of *August* One thousand eight hundred and thirty-three, and baptized at *Saint Mary Abchurch* aforesaid, and who died on or about the Seventeenth Day of *January* One thousand eight hundred and thirty-four, and was buried at *Camberwell* aforesaid; *James Foster Clarkson*, the Third of such Children, who was born on or about the Sixteenth Day of *November* One thousand eight hundred and thirty-four, and baptized at *Saint Mary Abchurch* aforesaid; *Lavinia Mary Clarkson*, the Fourth of such Children, who was born on or about the Sixteenth Day of *May* One thousand eight hundred and thirty-seven, and baptized at *Saint Mary Abchurch* aforesaid; *Emma Matilda Clarkson*, the Fifth of such Children, who was born on or about the Twenty-fourth Day of *October* One thousand eight hundred and thirty-nine, and baptized at *Brighthelmston* in the County of *Sussex*; *Augusta Anne Clarkson*, the Sixth of such Children, who was born on or about the Third Day of *January* One thousand eight hundred and forty-two, and baptized at the same Place; *Edwin Frederick Clarkson*—the Seventh of such Children, who was born on or about the Twenty-fifth Day of *July* One thousand eight hundred and forty-four, and baptized at the same Place; a Daughter, the Eighth of such Children, who was born on or about the Twenty-seventh Day of *November* One thousand eight hundred and forty-six, and died on or about the Twenty-second Day of *December* following, without ever having been baptized, and was buried at *Abney Park* Cemetery in the County of *Middlesex*; *Isabella Mary Clarkson*, the Ninth of such Children, who was born on or about the First Day of *April* One thousand eight hundred and forty-eight, and baptized at *Broadwater* in the County of *Sussex*; and *Mary Louisa Clarkson*, the Tenth and last of such Children, who was born on or about the Twenty-fourth Day of *June* One thousand eight hundred and fifty-one, and registered under the above Names at *Tottenham* in the County of *Middlesex*, but who has not yet been baptized: And whereas by a Deed Poll under the Hands and Seals of the said *John Capper* and *Samuel James Capper* (in the said First Codicil by Mistake called *Samuel Capper*), and bearing Date the Eleventh Day of *June* One thousand eight hundred and thirty-two, after reciting the said Will and Codicils, and the Death of the said Testator, and the Proof of his said Will and Codicils, and also after reciting that the said *John Capper* and *Samuel James Capper* had never taken upon themselves the Trusts of the said Will and Codicils, or acted therein, but had wholly declined to act in the Trusts thereof, and were desirous to renounce the same and the Executorship thereof, and all Trusts, Powers, and Authorities reposed in and given to them by the said Will and Codicils, or either of them, in manner therein mentioned, it is witnessed, that the said *John Capper* and
Samuel

Deed Poll,
 dated 11th
 June 1832.

Clarkson's Estate.

Samuel James Capper did, and each of them did, fully, absolutely, and irrevocably renounce and disclaim all Estate, Right, Title, Power, Authority, Claim, or Demand whatsoever, by virtue of or under the said Will and Codicils, of, in, to, out of, or over the Messuages or Tenements, Lands, Hereditaments, Goods, Chattels, Estates, and Effects whatsoever, Real and Personal, devised or bequeathed by the same Will and Codicils, and all the Trusts declared thereby, and all Powers and Authorities whatsoever by the said Will and Codicils, or any or either of them, given, devised, and bequeathed to the said *John Capper* and *Samuel James Capper*, or otherwise howsoever, and also the Executorship of the said Will, and all Rights, Powers, and Privileges thereunto relating or in anywise belonging or annexed thereto: And whereas on the Execution of the said Deed Poll the legal Estate of and in the said Testator's Real Estate descended upon and became vested in the said *John Clarkson* the Son, as the Heir-at-Law of the said Testator, and his Personal Estate became vested in the said *Sarah Clarkson* the Widow, *John Clarkson* the Son, and *Sarah Clarkson* the Daughter, as the Executors of his said Will: And whereas by reason of the Disclaimer of the Trusts of the said Will and Codicils by the said *John Capper* and *Samuel James Capper*, the only Trustees thereof remaining at the Death of the said Testator as aforesaid, the Power for the Appointment of new Trustees contained in the said Will became inoperative, and incapable of ever being exercised: And whereas the said *Lavinia Clarkson* died on or about the Twenty-sixth Day of *November* One thousand eight hundred and thirty-two, an Infant under the Age of Twenty-one Years, and unmarried, and was buried at *Newington* in the County of *Surrey*: And whereas on the Fifteenth Day of *March* One thousand eight hundred and thirty-three a Bill was filed in the High Court of Chancery by the said *Amelia Clarkson*, *Mary Ann Clarkson* the Daughter of the said Testator, *Matilda Clarkson*, *Maria Clarkson*, *Edwin Clarkson*, *Mary Ann Clarkson* an Infant, by the said *Edwin Clarkson*, her Father and next Friend, *George Clarkson*, *Trevor Clarkson*, *Augustus Clarkson*, and *Frederick William Clarkson* (which said *Augustus Clarkson* and *Frederick William Clarkson* were Infants, by the said *Edwin Clarkson*, their Brother and next Friend), against the said *Sarah Clarkson* the Widow, *John Clarkson* the Son, and *Sarah Clarkson* the Daughter, praying that the said Will and Codicils might be established, and that the Trusts thereof might be performed and carried into execution, under the Decree of the said Court, and that it might be referred to One of the Masters of the same Court to approve of some proper Persons to be Trustees of the said Trust Estates and Premises comprised in the said Will and Codicils, in the Place of the said *John Capper* and *Samuel James Capper*, and that proper Persons might be appointed by the Decree of the said Court to be Trustees of the said Trust Estates and Premises comprised in the said Will and Codicils,

Death of
Lavinia
Clarkson,
26th Novem-
ber 1832.

A Bill filed
in Chancery
on the 15th
March 1833,
praying that
new Trustees
might be ap-
pointed.

Clarkson's Estate.

Codicils, in the Place of the said *John Capper* and *Samuel James Capper*, and that proper Persons might be appointed by the Decree of the said Court to be Trustees of the said Will and Codicils, and that the usual Accounts might be taken: And whereas by a Decree of the said Court made in the said Cause, and bearing Date the Twenty-fifth Day of *March* One thousand eight hundred and thirty-three, it was declared that the same Will and the Codicils thereto ought to be established, and the Trusts thereof performed and carried into execution; and it was ordered that it should be referred to the Master in rotation to take the usual Accounts, and to approve of Two or more proper Persons to be Trustees of the Real and Personal Estate and Premises of the said Testator, in the Room and Stead of the said *John Capper* and *Samuel James Capper*; and that the said Master should be at liberty to approve of any of the Parties, Plaintiffs to the said Suit, who might be a Son or Sons of the said Testator, to be such Trustee or Trustees, as the said Master might think fit and proper, and for the Benefit of the Parties: And whereas, in pursuance of the said Decree, *John Edmund Dowdeswell* Esquire, the Master of the said Court in rotation to whom the said Cause was referred, made his separate Report, bearing Date the Eleventh Day of *May* One thousand eight hundred and thirty-three, whereby he certified that he was of opinion that the said *Edwin Clarkson*, *George Clarkson*, and *Trevor Clarkson* were proper Persons to be Trustees under the Will of the said Testator, in the Room and Stead of the said *John Capper* and *Samuel James Capper*: And whereas by an Order of the said Court, bearing Date the Twenty-seventh Day of *May* One thousand eight hundred and thirty-three, it was ordered that the said Master's Report should be confirmed, and that it should be referred back to the said Master to appoint the said *Edwin Clarkson*, *George Clarkson*, and *Trevor Clarkson* Trustees under the said Will, in the Room and Stead of the said *John Capper* and *Samuel James Capper*, and that all proper Parties should convey and assign the Trust Estates and Premises so as to vest the same in the new Trustees to be appointed by the said Master, to, for, and upon the several Trusts created by the Will of the said Testator, or such of them as might be then subsisting or capable of taking effect, and that the said Master should settle such Conveyance and Assignment and Declaration of Trust as might be necessary for effectuating the Purposes aforesaid, and that the Executors of the said Testator should transfer certain Stocks and Funds therein mentioned into the Names of such new Trustees: And whereas, in pursuance of the said Order, the said Master, by his Report bearing Date the Ninth Day of *July* One thousand eight hundred and thirty-three, certified that he thereby appointed the said *Edwin Clarkson*, *George Clarkson*, and *Trevor Clarkson* Trustees under the said Will, in the Room and Stead of the said *John Capper* and *Samuel James Capper*, and that he the said Master had settled and approved of the Conveyance of the said

Decree, dated 25th March 1833, referring to the Master to approve of new Trustees.

Report of the Master, dated 11th May 1833, approving of E. Clarkson, G. Clarkson, and T. Clarkson as Trustees.

Order, dated 27th May 1833, confirming the Report, and referring it back to the Master to appoint the same Persons Trustees.

Report dated 9th July 1833, appointing the new Trustees.

[Private.]

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Trust

Clarkson's Estate.

Indentures of
Lease and
Release
dated 9th
and 10th
July 1833.

Trust Estate and Premises, which Conveyance was made by the Indentures of Lease and Release and the Indenture of Assignment and Declaration of Trust next herein-after recited: And whereas by an Indenture of Release, bearing Date the Tenth Day of *July* One thousand eight hundred and thirty-three, and made between the said *John Clarkson* the Son of the One Part, and the said *Edwin Clarkson*, *George Clarkson*, and *Trevor Clarkson* of the other Part, (and which Indenture of Release was grounded on an Indenture of Bargain and Sale for a Year bearing Date the Ninth Day of *July* One thousand eight hundred and thirty-three, and made between the same Parties,) after partly reciting as or to the Effect herein-before recited, and that the said Master had approved of the now-reciting Indenture and the said Indenture of Bargain and Sale as a proper Conveyance for vesting the Real Estate of the said Testator in the said *Edwin Clarkson*, *George Clarkson*, and *Trevor Clarkson*, and in testimony of such his Approbation thereof had signed his Allowance in the Margin of the Engrossment of the said Indenture of Bargain and Sale, and had also signed his Name in the Margin of the Engrossment of the first Three Skins, and his Allowance in the Margin of the Engrossment of the Fourth and last Skin of the now-reciting Indenture, it is witnessed, that for the Purpose of legally vesting the Estate devised by the said Will in the said *Edwin Clarkson*, *George Clarkson*, and *Trevor Clarkson* upon the Trusts thereof declared by the same Will, and for the nominal Consideration therein mentioned, the said *John Clarkson* the Son, according to his Estate and Interest therein as Heir-at-Law of the said Testator, did bargain, sell, and release unto the said *Edwin Clarkson*, *George Clarkson*, and *Trevor Clarkson*, and their Heirs, (in the actual Possession of the said *Edwin Clarkson*, *George Clarkson*, and *Trevor Clarkson* then being by virtue of the said Indenture of Bargain and Sale,) all and every the Messuages, Lands, Tenements, Hereditaments, and Real Estate whatsoever, and wheresoever situate, of or to which the said *John Clarkson* the Father was, at the Time of making and publishing his said Will, or the said Codicils thereto, or any of them, seised or entitled for any Estate of Freehold or Inheritance in possession, reversion, remainder, or expectancy, together with all the Rights, Members, and Appurtenances thereto belonging or appertaining, to hold the same unto and to the Use of the said *Edwin Clarkson*, *George Clarkson*, and *Trevor Clarkson*, their Heirs and Assigns, nevertheless upon and for the several Trusts, Intents, and Purposes, and with, under, and subject to the several Powers, Provisoos, and Declarations expressed and declared by the said Will and Codicils, or any or either of them, and then subsisting or capable of taking effect concerning the same Hereditaments: And whereas by an Indenture of Assignment and Declaration of Trust, bearing Date the Tenth Day of *July* One thousand eight hundred and thirty-three, and made between the said *Sarah Clarkson* the Widow, *John Clarkson* the Son, and

Sarah

Indenture
dated 10th
July 1833.

Clarkson's Estate.

Sarah Clarkson the Daughter, of the One Part, and the said *Edwin Clarkson*, *George Clarkson*, and *Trevor Clarkson* of the other Part, after partly reciting as or to the Effect herein-before recited, and that in pursuance of the said recited Order the said *Sarah Clarkson*, *John Clarkson*, and *Sarah Clarkson*, as Executors of the said Will of the said *John Clarkson* deceased, had transferred into the Names of the said *Edwin Clarkson*, *George Clarkson*, and *Trevor Clarkson* (as such Trustees as aforesaid) the Stocks or Funds therein mentioned, and that the said Master had approved of the now-reciting Indenture as a proper Assignment for vesting the Personal Estate of the said Testator (other than the Stocks or Funds so transferred as aforesaid) in the said *Edwin Clarkson*, *George Clarkson*, and *Trevor Clarkson*, and as a proper Declaration of the Trusts thereof and of the said Stocks or Funds, and in testimony of his Approbation thereof, had signed his Name in the Margin of the Engrossment of the first Three Skins, and his Allowance in the Margin of the Engrossment of the Fourth and last Skin of the now-reciting Indenture, it is witnessed, that for the Purpose of vesting the Personal Trust Estate of the said Testator (other than the said Stocks or Funds) in the said *Edwin Clarkson*, *George Clarkson*, and *Trevor Clarkson*, upon the Trusts thereof declared by the said Will, and for the nominal Consideration therein mentioned, the said *Sarah Clarkson*, *John Clarkson*, and *Sarah Clarkson* did bargain, sell, assign, and transfer unto the said *Edwin Clarkson*, *George Clarkson*, and *Trevor Clarkson*, their Executors, Administrators, and Assigns, all and singular the Estate and Effects of the Nature of Chattels Real or Personal then vested in the said *Sarah Clarkson*, *John Clarkson*, and *Sarah Clarkson* as such Executors as aforesaid, and then subject to the Trusts of the said Will, whether consisting of Leasehold Messuages, Lands, and Tenements, or other Property, of whatsoever Nature or Kind, to hold the same unto the said *Edwin Clarkson*, *George Clarkson*, and *Trevor Clarkson*, their Executors, Administrators, and Assigns, for all the Right, Term, and Interest of the said *Sarah Clarkson*, *John Clarkson*, and *Sarah Clarkson* as such Executors as aforesaid therein and thereto respectively, nevertheless upon the Trusts therein-after declared concerning the same; and it was by the now-reciting Indenture declared, that the said *Edwin Clarkson*, *George Clarkson*, and *Trevor Clarkson*, and the Survivors and Survivor of them, their and his Executors, Administrators, and Assigns, should thenceforth stand possessed of and be interested in as well the said Stocks and Funds so transferred as aforesaid, and the Dividends and yearly Produce thereof, as also the Personal Estate and Effects thereby assigned, with all Benefit and Advantage thereof, upon and for the several Trusts, Intents, and Purposes, and with, under, and subject to the several Powers, Provisoos, and Declarations, expressed and declared by the said

Clarkson's Estate.

said Will of the said *John Clarkson* deceased, and the Codicils, or any or either of them, and then subsisting or capable of taking effect, concerning the same Premises respectively: And whereas since the Completion of the Appointment of the said *Edwin Clarkson*, *George Clarkson*, and *Trevor Clarkson* to be such Trustees as aforesaid the said Suit of *Clarkson v. Clarkson* has been no further prosecuted: And whereas the said *John Clarkson* the Son died on or about the Twenty-second Day of *July* One thousand eight hundred and thirty-four, without ever having been married, and was buried at *Kennington* in the County of *Surrey*: And whereas on or about the Eleventh Day of *June* One thousand eight hundred and forty-two the said *Augustus Clarkson* intermarried with *Mary Ann Bullen* Widow at *Brixton* in the County of *Surrey*: And whereas the said *Trevor Clarkson* died on or about the Fourteenth Day of *September* One thousand eight hundred and forty-three, without ever having been married, and was buried at *Brixton* aforesaid: And whereas the said *Augustus Clarkson* died on or about the Thirteenth Day of *July* One thousand eight hundred and forty-eight, and was buried at *Brixton* aforesaid: And whereas there never was any Issue of the said Marriage between the said *Augustus Clarkson* and *Mary Ann* his Wife (who is still living): And whereas the said *George Clarkson* died on or about the Twenty-second Day of *January* One thousand eight hundred and fifty-one, without ever having been married, and was buried at *Brixton* aforesaid: And whereas the said *Frederick William Clarkson* has never been married: And whereas Parts of the Estates of the said *John Clarkson* the Testator, which passed under his said Will and Codicils, consisted of certain Freehold Messuages or Tenements and Hereditaments situate at *Tottenham* in the County of *Middlesex*, certain Freehold Cottages or Tenements and Hereditaments situate at *Enfield* in the same County, a Freehold Messuage or Tenement and Hereditaments situate in *Burr Street, East Smithfield*, in the same County, and a Freehold Messuage or Tenement and Hereditaments situate at *Brixton Place* in the County of *Surrey*, and also a Leasehold Messuage or Tenement and Hereditaments situate in *Tottenham Terrace* at *Tottenham* aforesaid, held for the Residue of Two several Terms of Ninety-nine Years from the Twenty-fifth Day of *December* One thousand seven hundred and ninety-one: And whereas the Particulars of the Testator's said Freehold and Leasehold Estates are set forth by way of Schedule hereto, the First Part of such Schedule comprising the said Freehold Estate at *Tottenham*, and the Second Part of such Schedule comprising the Residue of the said Freehold and Leasehold Estates: And whereas since the Decease of the said Testator a new Road called the *Seven Sisters Road* has been laid down and made under the Authority of Parliament, which Road leads from the High Road from *London* to *Hertford*

Clarkson's Estate.

ford to Camden Town and the Regent's Park, and intersects Part of the Testator's said Freehold Estate at Tottenham, thereby increasing greatly the Frontage thereof, and rendering the same Estate very suitable for Building Purposes: And whereas Parts of the same Estate contain Beds of Clay or Brick Earth of considerable Extent and good Quality, and the same or some Part thereof could be let to great Advantage for the Purpose of manufacturing Bricks, Tiles, and other Articles for the Manufacture of which the same Description of Earth is used: And whereas the Testator's said Leasehold Messuage or Tenement at Tottenham Terrace, and his Freehold Messuages and Cottages or Tenements at Enfield, Tottenham, Burr Street, and Brixton Place aforesaid, are more or less dilapidated and out of repair, or falling out of repair, but the same, or some of them, could be let to great Advantage upon Rebuilding or Repairing Leases: And whereas Parts of the said Testator's said Freehold and Leasehold Estates could be let to great Advantage upon ordinary Occupation Leases: And whereas the said Will of the said John Clarkson the Testator does not contain any Power whatever of leasing the said Estates or any Part thereof, and the same Estates cannot therefore be rendered available for the Purposes aforesaid or any of them, but remain comparatively unproductive and unprofitable, and the same Estates could not be sold now, except under great Disadvantage and for an insufficient Price; but if such Leases as aforesaid could be granted, the Value of such Estates would be very materially increased, and in a few Years the same might be sold to great Profit and Advantage: And whereas it would be very beneficial to the several Persons who under the said Testator's Will are or may be interested in the same Estates if the said Edwin Clarkson and the other Trustee or Trustees for the Time being acting in the Execution of the same Will, and to be hereafter appointed by the High Court of Chancery, were authorized and empowered to grant Leases of the same Estates or any Part thereof, for Terms of Years not exceeding Twenty-one Years, for the Purpose of Residence or Occupation, and also to grant Leases of the said Freehold Estate at Tottenham aforesaid for Terms of Years not exceeding Ninety-nine Years, for the Purpose of building, or general Improvement connected with building, and also to grant Leases of the Testator's Freehold and Leasehold Messuages and Cottages or Tenements for Terms of Years not exceeding Forty Years, for the Purpose of rebuilding or repairing, and also to grant Leases of any Beds of Clay or Brick Earth on the said Freehold Estate at Tottenham for Terms of Years not exceeding Seven Years, for the Purpose of making Bricks, Tiles, and such other Articles as aforesaid, with the Reservation, in every Case, of an adequate yearly Rent, and with the usual Provisions and Restrictions, and also to grant Sites for Churches, Parsonage Houses, and School Houses, not exceeding in the whole Half an Acre; but by reason of

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Clarkson's Estate.

the Limitations contained in the said Will, and for Want of proper Powers of leasing therein, the Purposes aforesaid cannot be effected without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *Edwin Clarkson*, on behalf of himself and the said *James Foster Clarkson, Lavinia Mary Clarkson, Emma Matilda Clarkson, Augusta Anne Clarkson, Edwin Frederick Clarkson, Isabella Mary Clarkson, and Mary Louisa Clarkson* his infant Children, *Sarah Clarkson*, the Daughther of the Testator, *Amelia Clarkson, Mary Ann Clarkson*, the Daughter of the Testator, *Matilda Clarkson, Maria Clarkson, and Frederick William Clarkson*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same,

Power to
grant Oc-
cupation
Leases for
Terms not
exceeding
Twenty-one
Years.

I. That from and after the passing of this Act it shall be lawful for the said *Edwin Clarkson*, and the Person or Persons to be appointed by the High Court of Chancery Trustee or Trustees, and for the Trustees for the Time being of the Trust Estates and Premises comprised in the said recited Will of the said *John Clarkson* the Testator, by any Deed or Deeds to be legally executed by such Trustees for the Time being, from Time to Time to demise or lease all or any Part or Parts of the said Freehold and Leasehold Messuages, Tenements, Lands, and Hereditaments devised or bequeathed by the said Will, and mentioned or set forth in the Schedule hereunder written or hereunto annexed, with the Appurtenances, to any Person or Persons, for Purposes of Residence or Occupation, for any Term of Years not exceeding Twenty-one Years, in possession, but not by way of future Interest, so that upon every such Lease there be reserved and made payable during the Continuance thereof the best and most improved yearly Rent or Rents that can be reasonably obtained for the same, without taking any Fine, Premium, or Foregift, or anything in the Nature thereof, and so as such Rent or Rents be reserved or made payable by Two equal half-yearly Payments or oftener in every Year, clear of all Deductions whatsoever; and so as in every such Lease there be contained Powers of Distress and Entry, and of Perception of Rents and Profits, for securing and recovering the Payment of the Rent or Rents thereby to be reserved or made payable respectively; and so as the Lessee or Lessees do execute a Counterpart or Counterparts of such Leases respectively, and therein enter into Covenants for due Payment of the Rent or Rents to be thereby reserved or made payable, and for the due Payment of all Taxes, Rates, Charges, Assessments, and Impositions whatsoever affecting the Premises to be comprised in such Leases, and also for keeping in repair the Houses or Buildings, if
any,

Clarkson's Estate.

any, comprised in such Leases, and also for keeping in repair any Roads, Streets, Ways, Passages, Courts, Yards, Gardens, Sewers, Drains, Cellars, or Areas, in such Manner as shall be agreed upon, and also for surrendering the Possession of and leaving in good Repair the Premises comprised in such Leases respectively at the Expiration or other sooner Determination of the Terms to be thereby respectively granted; and so as in every such Lease there be contained such other Covenants, Provisoos, Conditions, and Agreements usually contained in Leases of a similar Description as to the said Trustees for the Time being shall seem fit.

II. That it shall be lawful for the said Trustees for the Time being, by any Deed or Deeds to be legally executed by them, from Time to Time to demise or lease all or any of the Messuages, Cottages, Tenements, and Buildings comprised in the said Schedule hereto, whether Freehold or Leasehold, and either with or without the Land or Ground, Yards, Gardens, and Appurtenances whatsoever attached to the same, or usually held, occupied, or enjoyed therewith respectively, for any Term of Years in possession, but not by way of future Interest, not exceeding in the Case of a Demise of Freeholds the Term of Forty Years, or in the Case of a Demise of Leaseholds the Residue then to come and unexpired of the original Term therein, wanting One Day, and to any Person or Persons, for the Purpose of effectually repairing the Premises so to be demised, or for the Purpose of rebuilding or of erecting new Buildings upon the Premises which shall be so demised, or any Part thereof, with Liberty to take or pull down any Erections or Buildings then standing or being upon the Premises so to be demised for the Purpose of rebuilding as aforesaid, or any Part thereof, and to make use of the Materials of such Erections or Buildings, and also to lay out and appropriate any Part or Parts of the Grounds which shall be thereby demised as or for a Yard or Garden or for any other Convenience to be held, occupied, or enjoyed with any such Building; so that upon every such Lease there be reserved and made payable during the Continuance thereof the best and most improved yearly Rent or Rents that can be reasonably obtained for the same, without taking any Fine, Premium, or Foregift, or anything in the Nature thereof; and so as such Rent or Rents be reserved or made payable by Two equal half-yearly Payments or oftener in every Year, clear of all Deductions whatsoever; and so as in every such Lease there be contained Powers of Distress and Entry and of Perception of Rents and Profits, for securing and recovering the Payment of the Rent or Rents thereby to be reserved or made payable respectively; and so as the Lessee or Lessees do execute a Counterpart or Counterparts of such Leases respectively, and therein enter into Covenants for due Payment of the Rent or Rents to be thereby reserved or made payable, and

Power to grant Rebuilding or Repairing Leases of Houses and Buildings for Terms not exceeding Forty Years.

Clarkson's Estate.

and for the due Payment of all Taxes, Rates, Charges, Assessments, and Impositions whatsoever affecting the Premises to be comprised in such Leases, and also for the effectual repairing or rebuilding of the Houses or Buildings comprised in such Leases, and for keeping the same in repair when so repaired or rebuilt, and also for the making and keeping in repair of any Roads, Streets, Ways, Passages, Courts, Yards, Gardens, Sewers, Drains, Cellars, or Areas, in such Manner as shall be agreed upon, and also for surrendering the Possession of and leaving in good Repair the Premises comprised in such Leases respectively at the Expiration or other sooner Determination of the Terms to be thereby respectively granted; and so as in every such Lease there be contained such other Covenants, Provisoes, Conditions, and Agreements usually contained in Leases of a similar Description as to the said Trustees for the Time being shall seem fit.

Power to grant building Leases of the freehold Estate at Tottenham for Terms not exceeding Ninety-nine Years.

III. That it shall be lawful for the said Trustees for the Time being, by any Deed or Deeds to be legally executed by them, from Time to Time to demise or lease, for any Term of Years not exceeding the Term of Ninety-nine Years, in possession, but not by way of future Interest, all or any Part or Parts of the said Testator's Freehold Hereditaments situate at *Tottenham* aforesaid, and mentioned or set forth in the First Part of the said Schedule hereto, and either upon the Surrender of any existing Lease of any Part of the same Estate or otherwise, unto any Body Politic or Corporate, or to any Person or Persons whomsoever, for the Purpose of erecting and building thereon any House or Houses, Manufactory or Manufactories, or other Building or Buildings, or of annexing any Part thereof for Gardens, Courts, Yards, Roads, Ways, or other Conveniences to Buildings already erected and built or to be erected and built thereon or on any adjoining Land being Part of the Lands mentioned and described in the said First Part of the said Schedule, or of otherwise improving the said Lands, Houses, Manufactories, and Buildings, or any of them, or any Part thereof, and with or without Liberty for the Lessee or Lessees to take down all or any Part of the Buildings standing on the Land to be comprised in such Leases respectively, and to apply and dispose of the Materials thereof to such Uses and Purposes as shall be agreed upon, and to set out and allot any Part or Parts of the Land to be comprised in such Leases respectively as and for any Roads, Streets, Ways, Passages, Courts, Yards, Gardens, Sewers, Drains, or otherwise, for the Use of the respective Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement of the Premises, and also to dig and make, in or under the Land which may be so set out and allotted for Roads, Streets, Ways, or Passages, all such Arches, Cellars, Drains, Sewers, or Areas to any present or future Houses or Buildings as may be thought necessary, and also to dig,

Clarkson's Estate.

dig, take, and carry away, in and out of the Land to be comprised in such Leases respectively, such Earth or Soil as it shall be convenient to remove for effecting any of the Purposes aforesaid, and to dispose thereof by Sale or otherwise, and also to dig and excavate any Earth or other Soil out of the Land to be comprised in such Leases respectively; and to manufacture the same into Bricks and Tiles, to be used in any of the Buildings, Repairs, or Improvements aforesaid; and with or without any other Liberties or Privileges as to the said Trustees for the Time being shall seem reasonable; and either with or without Covenants and Stipulations to be entered into and made by the Lessees to contribute towards the Expenses of making and keeping in repair, ornamenting and embellishing any Squares or other open Spaces, Roads, Ways, Avenues, Passages, Sewers, Drains, Pipes, Conduits, Easements, or Conveniences in, upon, through, or over any other Part or Parts of the said Hereditaments comprised in the said First Part of the said Schedule hereto; and either with or without Covenants to be entered into or made by or on the Part of the said Trustees for the Time being as to the Mode in which any other Part or Parts of the said Hereditaments comprised in the said First Part of the said Schedule hereto shall be built upon, laid out, used, or improved; so as in every such Lease there be reserved and made payable the best and most beneficial yearly Rent or Rents which can at the Time of making thereof, and considering the Circumstances of the Case, be reasonably obtained for the same, and without taking any Fine, Premium, or Foregift, or anything in the Nature thereof; and so as such Rent or Rents be reserved or made payable by Two equal half-yearly Payments or oftener in every Year, clear of all Deductions whatsoever; and so as in every such Lease there be contained Powers of Distress and Entry, and of Perception of Rents and Profits, for securing and recovering the Payment of the Rent or Rents thereby to be reserved or made payable respectively; and so as the Lessee or Lessees do execute a Counterpart or Counterparts of such Leases respectively, and therein enter into Covenants for due Payment of the Rent or Rents to be thereby reserved or made payable, and for the due Payment of all Taxes, Rates, Charges, Assessments, and Impositions whatsoever affecting the Premises to be comprised in such Leases, and also, as the Case may require, for rebuilding, finishing, improving, or repairing, within a Time to be limited for that Purpose, the Houses or Buildings then standing on the said Ground, or for erecting and building any Houses, Manufactories, or Buildings within a Time to be limited for that Purpose, and also for keeping in repair all such Houses, Manufactories, and Buildings respectively during the Continuance of such Leases, and also for keeping in repair any Roads, Streets, Ways, Passages, Courts, Yards, Gardens, Sewers, Drains, Cellars, or Areas, in such Manner as shall be agreed upon, and also for surrendering the

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Possession

Clarkson's Estate.

Possession of and leaving in good Repair the Houses, Manufactories, and Buildings erected, built, or repaired, or to be erected, built, or repaired, on the Land comprised in such Leases respectively, at the Expiration or other sooner Determination of the Terms to be thereby respectively granted; and so as in every such Lease there be contained such other Covenants, Provisoes, Conditions, and Agreements usually contained in Leases of a similar Description as to the said Trustees for the Time being shall seem fit.

Power to grant Leases of Beds of Clay or Brick Earth on the said Freehold Estate at Tottenham for Terms not exceeding Seven Years.

IV. That it shall be lawful for the said Trustees for the Time being, by any Deed or Deeds to be by them legally executed, from Time to Time to demise or lease for any Term of Years not exceeding the Term of Seven Years, in possession, but not by way of future Interest, all or any Beds of Clay or Earth situate in or upon the said Freehold Hereditaments at *Tottenham* aforesaid mentioned or set forth in the said First Part of the said Schedule hereto which may be suitable for the Purposes of making Bricks, Tiles, or other Articles for the Manufacture of which the same Description of Earth is used, unto any Person or Persons whomsoever, together with full Power and Authority to dig, take, manufacture, use, carry away, and dispose of all such Beds of Clay or Earth as shall be found within, under, or upon the Hereditaments thereby to be demised, and together with all such other Rights, Powers, Privileges, Easements, and Advantages whatsoever as shall be deemed necessary or convenient for working, obtaining, manufacturing, rendering merchantable or marketable, selling, carrying away, or otherwise disposing of the Clay or Earth to be demised as aforesaid, or for any other Matter or Thing connected therewith or relating thereto, so that every such Lease shall contain the best Reservation by way of Rent or Rents, Royalty or Royalties, which can be reasonably obtained for the same, and without taking any Fine, Premium, or Foregift, or anything in the Nature thereof; and so as such Rent or Rents, Royalty or Royalties, be reserved or made payable by Two equal half-yearly Payments or oftener in every Year, clear of all Deductions whatsoever; and so as in every such Lease there be contained Powers of Distress and Entry, and of Perception of Rents and Profits, for securing and recovering the Payment of the Rent or Rents, Royalty or Royalties, thereby to be reserved or made payable respectively; and so as in every such Lease there be contained such other Covenants, Provisoes, Conditions, and Agreements as are usually contained in Leases of a similar Description, as to the said Trustees for the Time being shall seem fit.

Three Fourths of

V. That the said Trustees for the Time being shall stand possessed of the Rents and Royalties so to be received as last aforesaid upon

Clarkson's Estate.

upon the Trusts following; that is to say, upon trust to deduct and retain thereout all Costs or Charges incurred in the Recovery or Receipt of the same, and after such Deduction to lay out and invest Three equal Fourth Parts of the same surplus Rents and Royalties in or upon some or one of the Parliamentary Stocks or Public Funds of *Great Britain*, or at Interest upon Government or Real Security in *England*, and to stand possessed of such Stocks, Funds, and Securities upon and for the Trusts, Intents, and Purposes in and by the said Will of the said *John Clarkson* the Testator declared of and concerning the Residue of his Personal Estate, and the Monies to arise by Sale of his Real Estate as aforesaid; and as to the remaining One equal Fourth Part of the same surplus Rents and Royalties, upon trust to pay and apply the same in the Manner directed by the same Will of and concerning the Interest, Dividends, and annual Produce of the Residue of the said Testator's Personal Estate and the Monies to arise by Sale of his Real Estate as aforesaid.

the Rents of Brick Fields to be invested and held on the Trusts of the Will, and the other Fourth to be paid as Income.

VI. That the Certificate in Writing of the said Trustees for the Time being, acknowledging that they have received a Counterpart of any Lease made under the Authority of this Act, shall be and be deemed full and complete Evidence that such Counterpart was executed.

Certificate to be Evidence of Execution of Counterpart.

VII. That the Right to receive the Rent or Rents to be reserved and made payable by such Leases respectively, and the Right to sue at Law or in Equity on account of the Breach of any Covenant contained in any such Lease, and the Right to take advantage of any Condition of Re-entry therein contained, or of any Forfeiture of the Term thereby granted, and the immediate Reversion of the Hereditaments to be comprised in any such Lease, shall from Time to Time be deemed to be vested in the Trustees for the Time being of the Trust Estate and Premises comprised in the said Will of the said *John Clarkson* the Testator, until such Hereditaments shall be sold under the Trust for that Purpose contained in the same Will, and where such Hereditaments shall be so sold then in the Purchaser or Purchasers of the same Hereditaments.

Leases to be binding on the Persons claiming Interest in the Lands, &c.

VIII. That it shall be lawful for the said Trustees for the Time being to appropriate any Part or Parts of the said Freehold Hereditaments at *Tottenham* herein-before authorized to be leased as and for any Crescents, Squares, or other open Places, Roads, Streets, Avenues, Ways, Passages, Courts, Yards, Gardens, or other Easements or Conveniences to the Buildings then or thereafter to be erected or built on any Part or Parts of the same Lands, or any Part or Parts of the adjoining Land to be leased as aforesaid, or otherwise

Power to set out Squares, &c. for the Use of Lessees of the Freehold Estate at *Tottenham*.

for

Clarkson's Estate.

for the general Improvement of the said Estate, and for the Use of the respective Lessees, Tenants, or Occupiers thereof, in such Manner as shall be agreed upon in such Leases, or by any general Deed or Deeds to be executed for that Purpose by the said Trustees for the Time being (such general Deed or Deeds, if any, to be enrolled in One of Her Majesty's Courts of Record at *Westminster* within Six Calendar Months from the respective Dates thereof), and also by such respective Leases or general Deeds to give such Privileges and other Easements as shall be deemed reasonable or convenient.

Power to enter into Contracts for Leases.

IX. That it shall be lawful for the said Trustees for the Time being to enter into any Contract or Contracts in Writing for granting any Lease or Leases of all or any Part or Parts of the said Hereditaments, whether Freehold or Leasehold, mentioned or set forth in the said Schedule hereto; and to agree, when and as any Land or Building so agreed to be let, or any Part or Parts thereof, shall be built or rebuilt, repaired, laid out, formed, or improved, in the Manner and to the Extent to be stipulated in any such Contract or Contracts, by One or more Deed or Deeds to demise or lease the Lands and Buildings mentioned in such Contract or Contracts, or any Part or Parts thereof, to the Person or Persons contracting to take the same as aforesaid, or his, her, or their Executors, Administrators, or Assigns, or to such Person or Persons as shall be approved of by the said Trustees for the Time being, for and during the Remainder of the Term or Terms to be specified in such Contract or Contracts, and in such Parcels, and under and subject to such Portions of the yearly Rent or Rents agreed to be reserved in such Contract or Contracts, as shall be thought proper; and to agree that the Rent or Rents agreed to be reserved in such Contract or Contracts may be made to commence at such Period or Periods, not exceeding One Year, from the Date of such Contract or Contracts, and may be made to increase periodically, beginning with such Proportion of the full Rent thereby agreed to be paid as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient or thought proper, for a Period not exceeding Four Years; and as shall in such Contract or Contracts be provided for; and also to agree that the Person or Persons with whom such Contract or Contracts may be entered into may have, exercise, and enjoy all or any of the Liberties which are authorized to be granted to Lessees under the Powers of leasing herein-before contained.

Clause of Re-entry to be inserted in every Contract for a Building or Repairing Lease.

X. That in every Contract for a Building or Improvement Lease, or a Rebuilding or Repairing Lease, to be entered into in pursuance of this Act, there shall be inserted a Clause or Condition for vacating the same Contract as to and for Re-entry into such Part or Parts of the Premises therein comprised and agreed to be leased as shall not have been

Clarkson's Estate.

been actually leased in performance of the same Contract, in case the Premises therein comprised shall not be built upon, or rebuilt, repaired, laid out, or formed, or improved, in the Manner in such Contract stipulated, and within a reasonable Time, to be therein appointed, and also a Clause 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 a Counterpart or Counterparts thereof, within such Time as therein mentioned, and that in default thereof such Contract shall as to all the Premises not actually leased in pursuance of the same Contract be void; and every such Contract shall be carried into execution by a Lease or 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.

XI. That it shall be lawful for the said Trustees for the Time being from Time to Time to enter into any new Covenant or Covenants, Agreement or Agreements, with any Person or Persons with whom any Contract or Contracts shall have been entered into by virtue of this Act, by way of Addition to or Explanation or Alteration of all or any of the Covenants or Agreements in such Contract or Contracts respectively contained, and to release or join in releasing the Persons or Person respectively with whom any Contract or Contracts shall have been entered into by virtue of this Act, and his, her, or their Executors, Administrators, or Assigns, from the Observance of all or any Part of the same Contract or Contracts respectively, and, if the same shall be thought expedient, to enter into or join in entering into any new Covenants or Agreements with such Person or Persons, his, her, or their Executors, Administrators, or Assigns, or any other Person or Persons whomsoever, in lieu of the Part or Parts of the same Contract or Contracts respectively which shall have been so released: Provided nevertheless, that any new Covenant or Agreement, or any Release of any Covenant or Agreement, made, entered into, or granted by the said Trustees for the Time being, shall not render the Contract inconsistent with or repugnant to the Provisions herein-before contained.

Power to vary Covenants in Contracts, and enter into new Covenants.

XII. That every Lease to be granted under any of the Provisions of this Act, if in conformity with the same, shall be deemed and taken to be duly granted although it shall have been made in pursuance or in consequence of any previous Contract, whether entered into before or after the passing of this Act, and although such previous Contract shall not in all respects have been duly observed, and notwithstanding any Variation between such Lease and such previous Contract; and that after any Lease shall have been executed such Contract for such Lease shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of the same Lease,

Leases to be valid, though not strictly following the Contracts for them.

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provided

Clarkson's Estate.

provided such Lease shall be conformable to the Restrictions and Provisions herein contained with respect to Leases hereby authorized to be granted.

On Recovery of Possession under any Clause of Re-entry, fresh Leases or Contracts may be made.

XIII. That if the Possession of any Hereditaments to be comprised in any Lease or Contract to be granted, made, or entered into in pursuance of this Act shall at any Time or Times be resumed or recovered by virtue of or under any Power of Re-entry to be contained in any such Lease or Contract, or otherwise, then and in every such Case it shall be lawful for the said Trustees for the Time being to grant Leases, or enter into Contracts for granting Leases, and afterwards to grant Leases of the same Premises, under the Powers and Authorities herein-before contained, in the same Manner as if no Leases or Contracts for Leases thereof had been previously granted, made, or entered into.

Lessees Covenants to run with the Land.

XIV. That all Covenants for the Benefit of the Inheritance or Reversion which shall be entered into by any Lessee or Lessees, Grantee or Grantees of any Hereditaments or Premises, under the Authority of this Act, shall on the one hand be deemed to run with the Hereditaments or Premises leased or granted to such Lessee or Lessees, Grantee or Grantees, and shall bind him, her, or them, his, her, or their Executors, Administrators, and Assigns, and shall on the other hand be deemed to run with and shall run with the Inheritance or Reversion of the Hereditaments or Premises to be comprised in the Lease or Leases, Grant or Grants thereof, or in the Case of a Grant of Easements, with the Rent reserved by the Grant or Lease thereof, so as that the Person or Persons for the Time being entitled to the Reversion immediately expectant on the Determination of the Lease or Leases, Grant or Grants, or to such Rent or other Reservations, as the Case may be, shall have the full Benefit of such Covenant or Covenants, and be able to maintain an Action or Actions of Covenant thereon.

Covenants may be entered into with the Lessees.

XV. That in case the said Trustees for the Time being shall at any Time or Times hereafter enter into any Covenant or Covenants with the Lessee or Lessees of any Part or Parts of the said Lands or Hereditaments hereby authorized to be leased as aforesaid, as to the Mode in which any other Part or Parts of the said Lands and Hereditaments shall be built upon, laid out, or improved, such Covenants or Covenant shall be deemed to run and shall run with such other Part or Parts of the said Lands or other Hereditaments, and shall be held binding in Law upon all Persons whomsoever at any Times thereafter having or claiming such other Part or Parts of the said Lands or other Hereditaments in respect of the Estate or Estates of such Person or Persons so having or claiming, and whilst he or they shall

Clarkson's Estate.

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

XVI. That no Lease or Contract to be made under the Authority of this Act shall be void or invalid, or defeasable or questionable, (if in any such Lease or Contract it shall be so stipulated or agreed,) on the Ground that the Right of Entry or Re-entry for Nonpayment of Rent, or for the Breach of all or any of the Stipulations, Covenants, and Agreements to be therein contained, is confined by any Terms restricting the same to the Parts of the Hereditaments leased or agreed to be leased where the Breach or Default in the Lessees Covenants shall have been committed, or on the Ground that such Right is confined by any other Terms restricting the Right of Entry to a Part only of the Hereditaments leased or agreed to be leased by any such Lease or Contract, and that notwithstanding any Avoidance of any Lease or Contract as aforesaid for the Breach of any such Stipulations, Covenants, or Agreements as to Part only of the Hereditaments which from Time to Time shall continue to be held under or by virtue of the same Lease or Contract, and for this Purpose every such Condition shall be apportionable and shall have Effect according to the Intention of the Parties as expressed in any such Lease or Contract accordingly.

Clauses for Re-entry to be apportionable according to the Agreement of the Parties.

XVII. That it shall be lawful for the said Trustees for the Time being to dispose of and convey, without receiving any valuable Consideration

Certain Freehold Ground at Tottenham

Clarkson's Estate.

may be appropriated for building Churches, &c., with Consent of the Court of Chancery.

Consideration, any Part of the said Hereditaments comprised in the said First Part of the said Schedule hereto, and the Inheritance thereof in Fee Simple, for any of the charitable or public Purposes herein-after mentioned, that is to say, for building any Church or Chapel, Schoolhouse or Parsonage House, or for any Garden or Orchard to any Schoolhouse or Parsonage House, or for any Churchyard or Addition to a Churchyard, so as not more than Half an Acre in the whole shall be granted for all or any of the aforesaid Purposes, and so nevertheless that no such Disposition as aforesaid shall be made except with the Consent of the Court of Chancery, to be obtained upon Petition in a summary Way.

Costs to be borne by the Testator's general Estate.

XVIII. That it shall be lawful for the said *Edwin Clarkson* or the Trustees for the Time being of the said recited Will and Codicils, from Time to Time; out of any Monies, Stocks, Funds, and Securities in his or their Hands, or standing in his or their Name or Names, upon or subject to the Trusts declared by the said Will of and concerning the Residue of the said Testator's Personal Estate, and the Monies to arise by Sale of his Real Estate, as aforesaid, to raise and pay all the Costs, Charges, and Expenses of obtaining this Act, or preparatory or incidental thereto, and also all the Costs, Charges, and Expenses which shall be occasioned to such Trustee or Trustees as aforesaid, in or about the Execution of the Powers by this Act given, or any of them, and also to indemnify and reimburse such Trustees, and their Heirs, Executors, and Administrators, Estates and Effects respectively, of, from, and against all Costs, Charges, Damages, and Expenses which shall be occasioned to them or any of them by reason or on account of any Breach or Default in any of the Covenants, Contracts, Acts, Agreements, and Assurances hereby authorized to be made or entered into, unless the same shall be occasioned by or through their own wilful Neglect or Default respectively.

This Act not to revoke the Powers in the Testator's Will, except so far as they are affected by this Act.

XIX. That this Act shall not, nor shall anything herein contained, be construed or deemed or taken to revoke, suspend, annul, prejudice, lessen, or affect the Powers in the said Will of the said *John Clarkson* the Testator contained, except so far as the same may be affected by the Exercise of any of the Powers of this Act.

Powers exercisable by not less than Two Trustees.

XX. That the Powers hereby given shall not be exercisable at any Time except by Two Trustees at the least who shall have been appointed by the High Court of Chancery.

New Trustees to be appointed by Court of Chancery.

XXI. That it shall be lawful for the High Court of Chancery from Time to Time to appoint any additional Trustee or Trustees to act in the Execution of the Trusts of the said recited Will and Codicils.

XXII. Saving

Clarkson's Estate.

XXII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators, (other than and except the said *Edwin Clarkson, James Foster Clarkson, Lavinia Mary Clarkson, Emma Matilda Clarkson, Augusta Anne Clarkson, Edwin Frederick Clarkson, Isabella Mary Clarkson, Mary Louisa Clarkson, Sarah Clarkson*, the Daughter of the Testator, *Amelia Clarkson, Mary Ann Clarkson*, the Daughter of the Testator, *Matilda Clarkson, Maria Clarkson*, and *Frederick William Clarkson*, their and each and every of their Issue, Heirs, Executors, and Administrators, and the Heirs, Executors, and Administrators of the said *John Clarkson* the Testator,) all such Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, out of, or upon the said Hereditaments comprised in the said Schedule hereto, and every or any Part thereof, as they, every or any of them, had before the passing of this Act, or could or might have had, used, held, or enjoyed in case this Act had not been passed.

General
Saving of
Rights.

XXIII. That this Act shall not be a Public Act, but shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

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

Clarkson's Estate.

The SCHEDULE to which the foregoing Act refers.

THE FIRST PART.

The Testator's Freehold Hereditaments at TOTTENHAM in the County of Middlesex.

	A.	R.	P.
House, Buildings, Yard, and Garden	1	0	33
Orchard	0	1	18
First Field	6	1	0
Angle Piece	0	3	28
Second Field	8	3	35
Piece Side of Brook	1	2	6

The above are situate near the Seven Sisters,
and are unoccupied.

19 1 0

A Piece of Land or Nursery Ground in Church

Road	2	1	10
Ditto ditto ditto	0	3	24

In the Occupation of Mr. Joseph Taylor.

3 0 34

A House, Garden, and Premises next the White Hart at Tottenham,
In the Occupation of Mr. Joseph Dodson.

THE SECOND PART.

The Testator's other Freehold and Leasehold Hereditaments in the Counties of MIDDLESEX and SURREY.

A House, Yard, and Premises, No. 18, in Burr Street, East Smithfield, in the Parish of Saint Botolph Without Aldgate in the County of Middlesex.

In the Occupation of Mr. William Faulenbach.

Clarkson's Estate.

Five Messuages, Cottages, or Dwelling Houses and Premises at the Chase of Woodside in the Parish of Enfield and County of Middlesex.

In the Occupation of — Nott, John Street, William Pinnock, John Brown, — Wicks, James Meade, and Charles Stevens.

A House and Premises, No. 32, Brixton Place, in the Parish of Brixton and County of Surrey.

In the Occupation of Mr. Frederick William Clarkson and the Misses Clarkson.

The above are Freehold.

A House and Premises, No. 11, Tottenham Terrace, in White Hart Lane, in the Parish of Tottenham and County of Middlesex.

The above is Leasehold, and unoccupied.

Rich^d. L. Jones.

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