

ANNO QUARTO & QUINTO

VICTORIÆ REGINÆ.

Cap. 41.

An Act for effecting a Sale and Conveyance from the Feoffees or Trustees of the Parish of Saint Mildred Bread Street in the City of London to the Fishmongers Company, and for investing the Purchase Money in other Estates, to be settled [21st June 1841.] to the same Uses.

HEREAS certain Persons, as Feoffees or Trustees of the Estates of the Parishioners of the Parish of Saint Mildred Bread Street in the City of London were, for some Time before the great Fire of London in the Year of our Lord One thousand six hundred and sixty-six, and ever since have been, seised of or otherwise well entitled to the Fee Simple and Inheritance of and in the Two several Pieces or Parcels of Ground situate in the Parish of Saint Michael Queenhithe in the said City of London, described and comprised in the Indenture of Lease next herein-after stated and also in the Schedule to this Act annexed, in Trust for the common Benefit and Profit of the Parishioners of the said Parish of Saint Mildred Bread Street, subject only to the Payment of a Fee-farm Rent of Four Pounds yearly issuing thereout; but it cannot at this Time be ascertained how or by whom the said Trust was originally created, or in what Manner the said Pieces or Parcels of Ground became originally vested in Trustees for the Benefit of the Parishioners of the said Parish: And whereas by an Indenture of Lease bearing Lease to the Date the Fifteenth Day of May in the Year One thousand seven Fishmongers hundred and forty-one, and made between Spencer Man, John Todd, Company, 15th May [Private.] 11 2 Edward 1741.

Edward Smith, Edward Clarke, Benjamin Foster, Benjamin Crackanthorpe, and William Kyrwood, (they being the then Feoffees and Trustees of the said Estate, and the said Edward Clarke being also one of the Churchwardens of the said Parish of Saint Mildred Bread Street,) the Reverend Thomas Mangey Doctor in Divinity, the then Rector of the Parish Church of Saint Mildred aforesaid, and Robert Bray (being the other of the Churchwardens of the said Parish), of the one Part, and the Wardens and Commonalty of the Mystery of Fishmongers of the City of London, of the other Part, it was witnessed, that, for the Considerations therein mentioned, they the said Spencer Man, John Todd, Edward Smith, Edward Clarke, Benjamin Foster, Benjamin Crackanthorpe, and William Kyrwood, Thomas Mangey and Robert Bray, by and with the Consent of the major Part of the Parishioners of the said Parish at a Vestry held on the Eleventh Day of May then instant, did demise, lease, and to farm let unto the said Wardens and Commonalty of the Mystery aforesaid their Successors and Assigns, the Two Pieces or Parcels of Ground herein-before mentioned or referred to, and which are described in the Schedule to this Act annexed by the following Description; (that is to say,) all that Piece or Parcel of Ground situate, lying, and being in the said Parish of Saint Michael Queenhithe, abutting North on a Passage leading from Queenhithe Dock to a Lane called Stew Lane, South on the River of Thames, East on a Piece or Parcel of Ground belonging to the said Wardens and Commonalty, and West on Stew Lane aforesaid, and containing in Breadth from East to West Eighteen Feet of Assize (little more or less), and in Length from North to South, on the East Side thereof, Seventy Feet of Assize (little more or less), and in Length from North to South, on the West Side thereof, Seventy-five Feet of Assize (little more or less), and also all that other Piece or Parcel of Ground situate, lying, and being in the said Parish of Saint Michael Queenhithe, abutting North on the End of High Timber Street, South on the said Passage leading from Queenhithe Dock to Stew Lane aforesaid, East on Ground belonging to the said Wardens and Commonalty, and West on the said Lane called Stew Lane, and containeth in Length from North to South, on the East Side thereof, One hundred and fifty Feet of Assize (little more or less), and in Length from North to South, on the West Side thereof, One hundred and forty Feet of Assize (little more or less), and in Breadth from East to West, at the North End, Twenty Feet Nine Inches of Assize (little more or less), and gradually declining in Breadth from the North End towards the South for about Seventy-five Feet Nine Inches, being in Breadth there from East to West Nineteen Feet Two Inches or thereabouts, and from thence inclining towards the South for about Forty-six Feet Eleven Inches, being in Breadth there from East to West Eighteen Feet or thereabouts, and from thence declining towards the South to the End of the said One hundred and forty Feet, being in Breadth there from East to West Eleven Feet Four Inches; or thereabouts; on which said Pieces or Parcels of Ground thereby demised were then standing and being divers Messuages or Tenements, Warehouses or other Erections, and which said Pieces or Parcels of Ground are more particularly described and set forth in the Map or Plan thereof to the now-reciting Indenture annexed; together with free Liberty and Licence to pull down the said Messuages or Tenements, Warehouses and Erections, as the said Wardens and Commonalty,

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monalty, their Successors and Assigns, should think fit, and convert and apply the same and the Materials thereof to their own Use, without any Account or Satisfaction to be given for the same to the said Feoffees, Rector, or Churchwardens, their Heirs, Successors, or Assigns; to hold the same unto the said Wardens and Commonalty, their Successors and Assigns, thenceforth until the Feast of the Nativity of Saint John the Baptist then next ensuing, and from thence until the full End and Term of Ninety-nine Years thence next ensuing, at and under the Rent of a Peppercorn, until the said Feast of the Nativity of Saint John the Baptist, and from thenceforth at and under the yearly Rent of Ten Pounds payable quarterly, therein mentioned: And whereas after the granting of the said Indenture of Lease divers Messuages or Buildings were erected and built on the said Two several Pieces or Parcels of Ground thereby demised, and also on certain other Pieces or Parcels of Ground adjoining on the East Side thereof, belonging to the said Wardens and Commonalty, without reference or regard to the Division or Boundaries of the same several Pieces or Parcels of Ground, or to the Ownership of the Fee Simple or Inheritance thereof respectively, and in consequence thereof no Party Walls were made to divide the same Estates from each other: And whereas Indentures of by Indentures of Lease and Release, bearing Date respectively the 3d and 4th Third and Fourth Days of May One thousand eight hundred and May 1824. twenty-four, and made between John Blackmore, James Ormiston, Thomas Moore, John Payne, Benjamin Acocks, Andrew Ireland, John Barker, Robert Morice, Samuel Hayward, William Philpin, William Underwood, and Richard Groome (therein respectively described), of the one Part, and William Hewlett, William Watkins, Edward Nettleship, James Southby Bridge, James Davidge the younger, Benjamin Croot, Alfred James Cole (therein named Alfred Cole), John Sheffield, Thomas Barnes, and William Lawrence (therein respectively described), of the other Part, the said Two several Pieces or Parcels of Ground comprised in and demised by the herein-before recited Indenture of Lease, with the said several Erections and Buildings thereon, and the Reversion, Freehold, and Inheritance thereof (subject to the same Lease), became vested in and were duly conveyed and assured to the Use of the said William Hewlett, William Watkins, Edward Nettleship, James Southby Bridge, James Davidge, Benjamin Croot, Alfred James Cole (therein named Alfred Cole), John Sheffield, Thomas Barnes, William Lawrence, James Ormiston, Thomas Moore, Robert Morice, Samuel Hayward, William Philpin, and Richard Groome, their Heirs and Assigns, in Trust for the common Benefit and Profit of the Parishioners of the said Parish of Saint Mildred Bread Street for ever: And whereas the said William Watkins, Edward Nettleship, James Ormiston, Samuel Hayward, William Philpin, and Richard Groome have severally departed this Life since the Date of the last. mentioned Indentures, leaving the said William Hewlett, James Southby Bridge, James Davidge, Benjamin Croot, Alfred James Cole, John Sheffield, Thomas Barnes, William Lawrence, Thomas Moore, and Robert Morice, their Co-trustees, them surviving, and who are now the surviving Feoffees or Trustees of the said Estates for the Benefit of the Parishioners of the said Parish of Saint Mildred Bread Street: And whereas the Term granted by the said recited Indenture of Lease expired by Effluxion of Time on the Twenty-fourth Day of June One thousand eight hundred and forty, and considerable Difficulty thereupon

upon arose with respect to the permanent Division of the same several Pieces or Parcels of Ground, and the Erections and Buildings thereon; and it being apprehended that such Division (if made) would be attended with serious Injury and Detriment, as well to the Parishioners of the said Parish of Saint Mildred Bread Street as to the said Wardens and Commonalty, on account of the Smallness of the respective Depths of the same Pieces or Parcels of Ground and other Circumstances, a Proposal was made by or on behalf of the said Wardens and Commonalty to the Parishioners of the said Parish of Saint Mildred Bread Street, to purchase the said Pieces or Parcels of Ground belonging to the same Parish, with Erections and Buildings thereon, (subject as herein-after mentioned,) for the Price or Sum of Four thousand Pounds, and which Proposal being submitted to a Meeting of the Parishioners of the said Parish in Vestry assembled, on the Seventeenth Day of June One thousand eight hundred and forty, was agreed to be accepted: And whereas there is standing in the Name of the Accountant General of the Court of Exchequer to an Account intituled "In Trust, the Mayor, Commonalty, and Citizens of the City of London, Trustees of London Bridge, and the Wardens and Commonalty of the Mystery of Fishmongers of the City of London," the Sum of Twenty-five thousand two hundred and fourteen Pounds Sixteen Shillings and Three-pence Bank Three Pounds per Centum Consolidated Annuities; and the Sums of Three thousand five hundred and thirty Pounds Eight Shillings and Two-pence like Annuities, and Two thousand eight hundred and thirty-four Pounds Sixteen Shillings like Annuities, Part of the said Sum of Twenty-five thousand two hundred and fourteen Pounds Sixteen Shillings and Three-pence Bank Three Pounds per Centum Annuities, have respectively arisen from Sales made by the said Wardens and Commonalty, or their Predecessors, of divers Messuages, Warehouses, and other Buildings whereof they were seised in Fee Simple, situate and being in or near to Upper Thames Street in the Parish of Saint Magnus the Martyr in the said City of London, and by them sold and conveyed to the said Mayor, Aldermen, and Commonalty of the City of London, under the Acts passed for the rebuilding of London Bridge, and for improving and making suitable Approaches thereto; and the Residue of the said Bank Annuities has arisen from other Sales of Property belonging to the said Wardens and Commonalty; and the whole of the said Sum of Twentyfive thousand two hundred and fourteen Pounds Sixteen Shillings and Three-pence Bank Three Pounds per Centum Consolidated Annuities, pursuant to the Directions of the said Acts, is to be laid out, under the Order and Direction of the said Court of Exchequer, in the Purchase of other Lands and Hereditaments, to be settled to the same Uses as the Messuages, Warehouses, and Hereditaments sold and conveyed by the said Wardens and Commonalty as aforesaid were and stood settled at the Time of the Sale and Conveyance thereof respectively: And whereas by an Indenture or Agreement bearing Date the Eleventh Day of November One thousand eight hundred and forty, and made between William Hawtrey and Samuel Shuttleworth (Churchwardens of the said Parish of Saint Mildred Bread Street), of the First Part; the before-named William Hewlett, James Southby Bridge, James Davidge, Benjamin Croot, Alfred James Cole, John Sheffield, Thomas Barnes, William Lawrence, Thomas Moore, and Robert Morice, (therein described as being respectively the surviving

Agreement, 11th Nov. 1840.

viving Feoffees of the Estates of the Parishioners of the said Parish of Saint Mildred Bread Street,) of the Second Part; and the said Wardens and Commonalty of the Mistery of Fishmongers of the Third Part; the said Parties thereto, of the Second Part, with the Privity, Consent, and Direction of the Parishioners of the said Parish of Saint Mildred Bread Street, (testified by the said William Hawtrey and Samuel Shuttleworth being made Parties to and executing the now-reciting Indenture or Agreement, by virtue of a certain Resolution of the Parishioners of the aforesaid Parish of Saint Mildred, passed at a Vestry duly convened and held on the Nineteenth Day of August then last in the Vestry Room of the said Parish,) did thereby, for themselves, their Heirs and Assigns, covenant and agree to and with the said Wardens and Commonalty, their Successors and Assigns, that they the said Wardens and Commonalty should and might forthwith, in the next Session of Parliament, apply for and do all and every other previous and necessary Act and Thing to obtain and procure a Private Act of Parliament to enable the said Persons Parties thereto of the Second Part to make a good and safe Title, and to sell and convey the Fee Simple and Inheritance of the said Two several Pieces or Parcels of Ground by the said therein and herein before recited Indenture of Lease demised, and the Erections and Buildings then standing and being thereon, with their Appurtenances, free from all Incumbrances (save and except the said Fee-farm Rent of Four Pounds per Annum charged thereon), to the said Wardens and Commonalty, their Successors and Assigns, subject nevertheless to such proposed Sale and Conveyance being approved of and allowed by the said Court of Exchequer, and that such Act of Parliament should contain all usual and proper Clauses and Provisions which Parliament might permit and require; and that they, the said Parties thereto of the Second Part, in consideration of the said Sum of Four thousand Pounds to be paid by the said Wardens and Commonalty, their Successors or Assigns, to the said Parties thereto of the Second Part, or otherwise as the said Act should direct, with Interest thereon as therein mentioned, and should and would bear and pay all the Costs, Charges, and Expences of the preparing and delivering of the Abstract of the Title of the said Parties thereto of the Second Part, and of perfecting the same as to the said Two Pieces or Parcels of Ground and Hereditaments by the said recited Indenture of Lease demised, save and except the applying for and procuring such Act of Parliament, and should and would (provided the said Court of Exchequer should approve thereof), by good and sufficient Conveyances and Assurances in the Law, convey and assure unto the said Wardens and Commonalty, their Successors and Assigns, all the said Two Pieces or Parcels of Ground and Hereditaments by the said recited Indenture demised, with the Appurtenances, to hold to the said Wardens and Commonalty, their Successors and Assigns for ever, subject to the Payment of the said Fee-farm Rent of Four Pounds per Annum charged thereon; and that, for and in consideration of the Costs and Expences that the said Wardens and Commonalty, their Successors and Assigns, would sustain and incur in the Application for and procuring such Act of Parliament to be granted, they the said several Persons, Parties thereto of the First and Second Parts, did thereby covenant, promise, and agree, in completion of such Sale and Conveyance, to pay or other-[Private.] wise 12 a

wise permit and suffer, and that it should be lawful to and for the said Wardens and Commonalty, their Successors or Assigns, to retain out of the Interest of the said Sum of Four thousand Pounds, or in case such Interest should not be sufficient, then out of the said Principal Sum of Four thousand Pounds, the Sum of One hundred and fifty Pounds towards the Costs, Charges, and Expences to be sustained and incurred by the said Wardens and Commonalty in the Application for and procuring such Act of Parliament; and in consideration of the Agreement therein-before contained on the Part and Behalf of the said Parties thereto of the First and Second Parts therein-before contained, they the said Wardens and Commonalty did thereby, for themselves, their Successors and Assigns, covenant and agree with the said several Persons, Parties thereto of the First and Second Parts, their Heirs and Assigns, that they the said Wardens and Commonalty would prepare or cause to be prepared by their Solicitor a Petition for such Act, and, as far as they should be able, do all and every other previous and subsequent Act and Thing which might be necessary for the obtaining and procuring such Act of Parliament in the next Session; and also should and would bear, pay, and discharge all and every the Costs, Charges, and Expences of the soliciting for and procuring such Act of Parliament by their Solicitor, and also the Costs, Charges, and Expences of their Solicitor in preparing, drawing, and obtaining the Execution of the Conveyances and Assurances as aforesaid; and of and from the said Costs, Charges, and Expences, and of and from every Part thereof, should and would save, defend, and keep harmless the said several Persons, Parties thereto of the First and Second Parts, their Heirs and Assigns, save and except the said Sum of One hundred and fifty Pounds, therein-before agreed to be paid as aforesaid; and also that they the said Wardens and Commonalty, and their Successors and Assigns, would, immediately upon such Act of Parliament being passed, purchase of the said several Persons, Parties thereto of the Second Part, the said Two several Pieces and Parcels of Ground and Hereditaments by the said recited Indenture demised, with the Appurtenances (provided the said Court of Exchequer would approve and allow of the same), free from all Incumbrances, save and except the said Fee-farm Rent of Four Pounds per Annum charged thereon; and also that the said Wardens and Commonalty, and their Successors and Assigns, should and would thereupon pay the said Sum of Four thousand Pounds to the said several Persons Parties thereto of the Second Part, or otherwise as the said Act should direct, with Interest thereon as therein mentioned, on having the same conveyed by good and sufficient Conveyances and Assurances in the Law duly executed by all proper and necessary Parties: And whereas at a Vestry of the Parishioners of the said Parish of Saint Mildred Bread Street, duly convened and held on the Eleventh Day of November One thousand eight hundred and forty, it was resolved, "that the amended Agreement, as furnished by the Fishmongers Company, marked (A.), (being the Draft of the Indenture or Agreement lastly herein-before recited,) be approved, and that the Churchwardens and Feoffees of the Parish be requested to sign the same on the Part of the said Parish:" And whereas by an Order of Her Majesty's Court of Exchequer, dated the Eighth Day of July One thousand eight hundred and forty, and made in the Matter of the several Acts of Parliament passed for the rebuilding

rebuilding of London Bridge, and for improving and making suitable Approaches thereto, upon the Petition of the said Wardens and Commonalty of the Mistery of Fishmongers, it was referred to one of the Masters to inquire and state to the Court whether the Agreement in the said Petition mentioned to have been entered into as therein mentioned, and which is herein-before in part recited, was fit and proper to be carried into effect; and if the Master should be of that Opinion, then that he should inquire and state to the Court whether a good Title could be made to the Messuages, Pieces of Ground, Hereditaments, and Premises proposed to be bought by the Petitioners as aforesaid: And whereas Richard Richards Esquire, the Master to whom the Matter of the said Petition was referred, by his Report, bearing Date the Sixth Day of April One thousand eight hundred and forty-one, certified that the Agreement aforesaid is fit and proper to be carried into effect when a good Title should be shown to the Premises aforesaid; and that it would be fit and proper that the said Sum of Three thousand five hundred and thirty Pounds Eight Shillings and Two-pence Bank Three Pounds per Centum Consolidated Annuities, and so much of the said Sum of Two thousand eight hundred and thirty-four Pounds Sixteen Shillings like Annuities as should be necessary, should be applied in Payment of the said Sum of Four thousand Pounds, the Purchase Monies aforesaid; and that he had looked into the Title to the said Premises, and that a good Title had not been shown thereto: And whereas the said Two several Pieces or Parcels of Ground, by the said Lease of the Fifteenth Day of May One thousand seven hundred and forty-one demised, have been valued at the Sum of Three thousand seven hundred and fifty Pounds, and which said Sum of Money is the full Value of the said Two several Pieces or Parcels of Ground: And whereas the said Agreement is beneficial to the Inhabitants of the said Parish of Saint Mildred Bread Street: And whereas, for specifying the exact Amount of Purchase Money herein to be paid according to the said Agreement, it hath been agreed by and between the Parties thereto that the said Sum of One hundred and fifty Pounds shall be taken from the said Sum of Four thousand Pounds, which will reduce the same to the Sum of Three thousand eight hundred and fifty Pounds, the Amount of the Purchase Money for the said Two several Pieces or Parcels of Ground: And whereas, owing to the Expiration of the said Lease and the Nature of the Property, it is expedient that the same should be carried into effect without any Delay: Therefore, for carrying into full Effect the said Agreement, Your Majesty's most dutiful and loyal Subjects, the said William Hawtrey and Samuel Shuttleworth, as Churchwardens of the said Parish of Saint Mildred Bread Street, and on the Behalf of the Parishioners of the said Parish, and the said William Hewlett, James Southby Bridge, James Davidge, Benjamin Croot, Alfred James Cole, John Sheffield, Thomas Barnes, William Lawrence, Thomas Moore, and Robert Morice, as the surviving Feoffees or Trustees of the Estates of the Parishioners of the said Parish, and the said Wardens and Commonalty of the Mistery of Fishmongers of the City of London, 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

The Estates comprised in the Lease of 15th May 1741 vested in Trustees, freed from any Trust, in favour of the Parish.

by the Authority of the same, That from and immediately after the passing of this Act all those the said Two several Pieces or Parcels of Ground situate in the Parish of Saint Michael Queenhithe in the City of London, described and comprised in the herein-before recited Indenture of Lease of the Fifteenth Day of May One thousand seven hundred and forty-one, and thereby demised to the said Wardens and Commonalty, their Successors and Assigns, for the Term and in manner herein-before mentioned, together with the several Messuages or Tenements, Warehouses, and other Erections and Buildings thereupon erected, and now standing or being thereon, or any Part thereof, and all which Hereditaments and Premises are mentioned and described in the Schedule to this Act annexed, with their and every of their Rights, Members, and Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof and of every Part thereof, shall be vested in and settled upon, and the same and the Inheritance thereof in Fee Simple are and is hereby accordingly vested in and settled upon, the said James Southby Bridge of Bread Street in the City of London, Merchant, James Davidge of Friday Street in the said City of London, Tailor, and Thomas Moore of Basing Lane in the said City of London, Wine Merchant, their Heirs and Assigns for ever, freed and absolutely and entirely acquitted, exonerated, and discharged of and from all and every the Uses, Trusts, Estates, Ends, Intents, and Purposes, Powers, Provisions, Declarations, or Directions whatsoever to which the same Pieces or Parcels of Ground, Messuages or Tenements, Warehouses, Erections, Buildings, and Premises, or any of them, are now subject or liable, or charged or chargeable with, for the Benefit or Advantage of the Parishioners of the said Parish of Saint Mildred Bread Street, or for their Use or Profit in any wise howsoever, but nevertheless upon Trust and to the Intent that they the said James Southby Bridge, James Davidge, and Thomas Moore, or the Survivors or Survivor of them, or the Heirs or Assigns of such Survivor, do and shall, and they or he are and is hereby fully authorized and empowered, and also required and directed, upon Payment being made by the said Wardens and Commonalty, their Successors or Assigns, of the said Purchase Money or Sum of Three thousand eight hundred and fifty Pounds into the Bank of England, in the Manner herein-after directed, and upon such Certificate and Receipt being given for the same as herein-after mentioned, by proper Deeds, Conveyances, and Assurances in the Law (to be approved of by the said Court of Exchequer) to convey or otherwise assure the same Pieces or Parcels of Ground, Messuages or Tenements, Warehouses, and other Erections, Buildings, and Premises so hereby vested and settled as aforesaid, and which are described in the Schedule to this Act annexed, with their and every of their Rights, Members, and Appurtenances, and the Fee Simple and Inheritance thereof in Possession, free from all Charges and Incumbrances whatsoever (except and subject to the Payment of the said Fee-farm Rent of Four Pounds per Annum charged thereon as aforesaid), unto and to the Use of the said Wardens and Commonalty of the Mistery of Fishmongers, their Successors and Assigns for ever, so freed and absolutely and entirely acquitted, exonerated, and discharged as aforesaid; nevertheless to, for, and upon such or the like Uses, Trusts, Intents, or Purposes, in the same Manner or the like Manner as the said Messuages or Tenements,

ments, Warehouses, and other Hereditaments and Premises which have been so sold and conveyed by the said Wardens and Commonalty to the said Mayor, Commonalty, and Citizens, under the Authority of the said Acts for rebuilding London Bridge as aforesaid, and produced the said Sum of Three thousand five hundred and thirty Pounds Eight Shillings and Two pence Bank Three Pounds per Centum Consolidated Annuities, and the said Sum of Two thousand eight hundred and thirty-four Pounds Sixteen Shillings like Annuities, were and stood at the Time of such Sale limited, settled, or assured, or such of them as shall be then existing undetermined or capable of taking effect; and which Conveyances or Assurances, when so made Conveyances and executed as aforesaid, shall be good, valid, and effectual in the to be valid Law, to all Intents and Purposes whatsoever, and shall entitle the and effectual. said Wardens and Commonalty, their Successors and Assigns, thenceforth and for ever to have, hold, and enjoy the said Pieces or Parcels of Ground, Messuages or Tenements, Warehouses, and other Hereditaments and Premises comprised in the Schedule to this Act. annexed, with the Appurtenances, to, for, and upon the Uses, Trusts, Intents, and Purposes last aforesaid, subject only to and charged with the Payment of the said Fee-farm Rent of Four Pounds per Annum, but freed and absolutely discharged from any Trust, Benefit, Profit, or Advantage to or in favour of the Parishioners of the said Parish of Saint Mildred Bread Street, or otherwise on the Behalf or for the Use of the said Parish or the Inhabitants thereof for the Time being, or any of them.

II. And be it enacted, That the said Purchase Money or Sum of Purchase Three thousand eight hundred and fifty Pounds shall be paid by the Money to be said Wardens and Commonalty, their Successors or Assigns, into the Rank of Bank of England, in the Name and with the Privity of the Account- England. ant-General of the Court of Chancery, to be placed to his Account there ex parte "The Purchasers of the Estates of the Parish of Saint Mildred Bread Street, London, situate in the Parish of Saint Michael Queenhithe, London," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King George the First, Chapter Thirty-two, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King George the Second, Chapter Twenty-four.

III. And be it enacted, That the Certificate to be given by the Certificate of said Accountant General of the Court of Chancery, together with the Accountant Receipt of any one of the Cashiers of the Bank of England, to be thereto annexed, and therewith filed in the Register Office of the said Court of Chancery, of the Payment into the Bank of England of the Cashiers to said Sum of Three thousand eight hundred and fifty Pounds, shall be be a good deemed and taken to be a good and sufficient Discharge to the said Wardens and Commonalty, their Successors and Assigns, for the same Sum; and that, after the filing such Certificate and Receipt as aforesaid, the said Wardens and Commonalty, their Successors and Assigns, shall be and they are hereby absolutely acquitted and discharged of and from the said Sum of Three thousand eight hundred and fifty Pounds, and every Part thereof, and shall not be answerable for any Loss or Misapplication thereof, nor be bound or concerned to see to the Application thereof or of any Part thereof. IV. And

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Money to be invested under the Direction of the Court of Chancery in the Purchase of other Estates.

IV. And be it enacted, That the said Sum of Three thousand eight hundred and fifty Pounds, when paid into the Bank to the Credit of the Accountant General of the said Court of Chancery by the said Wardens and Commonalty as aforesaid, shall be laid out and invested, under the Direction and with the Approbation of the said Court of Chancery, to be signified by an Order to be obtained upon Petition to be preferred in a summary Way by the Trustees or Trustee for the Time being of the said Parish of Saint Mildred Bread Street, by and with the Consent and Approbation of a Vestry of the said Parish, to be held by the Parishioners of the said Parish, to be testified by the then Churchwardens of the said Parish being Parties thereto, in the Purchase of other Freehold Messuages, Buildings, Ground, or Hereditaments, and which Hereditaments and Premises so to be purchased as aforesaid shall be conveyed, settled, and assured to and vested in the said William Hewlett, James Southby Bridge, James Davidge, Benjamin Croot, Alfred James Cole, John Sheffield, Thomas Barnes, William Lawrence, Thomas Moore, and Robert Morice, and their Heirs, or the Trustees or Trustee for the Time being of the said Parish of Saint Mildred Bread Street, and their or his Heirs and Assigns, to, for, and upon such and the like Uses, Trusts, Intents, and Purposes, and with, under, and subject to the same Powers, Provisoes, Declarations, and Directions, in all respects, as the said Pieces or Parcels of Ground, Messuages, or Tenements, Warehouses, and other Hereditaments and Premises herein-before described, and comprised in the Schedule to this Act, now are or stand limited, settled, and assured, or to, for, upon, with, under, and subject to such and so many of the same Uses, Trusts, Intents, and Purposes, Powers, Provisoes, Declarations, and Directions, as shall be then subsisting undetermined and capable of taking effect, or as would have been then subsisting or capable of taking effect in or concerning the same if this Act had not been made or passed.

Until Purchase made the Money to be invested in Exchequer Bills.

V. And be it enacted, That in the meantime and until the said Sum of Three thousand eight hundred and fifty Pounds shall be invested in such Purchases as aforesaid, the same shall from Time to Time be laid out and invested by the said Accountant General of the Court of Chancery in the Purchase of Navy, Victualling, or Exchequer Bills, and the Interest arising from the Monies so laid out in the said Navy, Victualling, or Exchequer Bills, and the Monies received for the same as they shall be respectively paid off by Government, shall be laid out in the Name of the said Accountant General in the Purchase of other Navy, Victualling, or Exchequer Bills; provided that it shall be lawful for the said Court of Chancery to make such general Order or Orders, or special Order or Orders (if necessary), that whenever the Navy, Victualling, or Exchequer Bills of the Date of those in the Hands of the said Accountant General shall be in the Course of Payment by Government, and new Navy, Victualling, or Exchequer Bills shall be issued, such new Navy, Victualling, or Exchequer Bills may be received in exchange for those which are in the Course of Payment as shall be effectual for enabling such Receipt in exchange; and that on each and every such Event the Interest of the old Bills shall be laid out as before directed with respect to the Interest where the Bills are paid off; all which said Navy, Victualling, and Exchequer Bills,

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Bills, whether purchased or received in exchange, shall from Time to Time be deposited in the Bank in the Name of the said Accountant General of the Court of Chancery, and shall there remain until the same shall, upon a Petition to be preferred to the said Court in a summary Way by the said Trustees or Trustee for the Time being of the said Parish of Saint Mildred Bread Street, by and with the Consent and Approbation of a Vestry of the said Parish, to be testified as aforesaid, be ordered to be sold by the said Accountant General for the completing of any Purchase or Purchases hereby authorized to be made as aforesaid, in such Manner as the said Court shall think just and meet; and if the Money arising by the Sale of any such Navy or Victualling or Exchequer Bills which shall have been so purchased as aforesaid shall exceed the said Sum of Three thousand eight hundred and fifty Pounds so laid out as aforesaid, then and in such Case only the Surplus which shall remain after defraying the Expence of the Applications to the said Court shall be paid to the said Trustees or Trustee for the Time being of the said Parish of Saint Mildred Bread Street, to be by them applied and disposed of for the common Benefit and Profit of the Parishioners of the said Parish of Saint Mildred Bread Street, in the same Way as the Rents and Profits of the Hereditaments comprised in the Schedule to this Act would have been payable or applicable in case this Act had not been passed, or the Rents and Profits of the Hereditaments and Premises hereby directed to be purchased, in case the same had been purchased in pursuance of this Act, would have been applicable.

VI. And be it enacted, That in consideration of the said Agree- Fishmongers ment, and according thereto, the said Wardens and Commonalty shall Company pay all and every the Costs and Expences attending the procuring to pay the Expences this Act, and of and from the said Expences shall save, defend, and of this Act. keep harmless the said several Persons, Parties to the said Agreement of the First and Second Parts, their Heirs and Assigns.

VII. Saving always to the Queen's most Excellent Majesty, Her General Heirs and Successors, and to the Person or Persons for the Time Saving. being entitled to the said Fee-farm Rent of Four Pounds per Annum, and also to all and every other Persons and Person, Bodies Politic and Corporate, his her, or their Heirs, Successors, Executors, and Administrators, (other than and except the said William Hawtrey and Samuel Shuttleworth, and their Successors, Churchwardens for the Time being of the said Parish of Saint Mildred Bread Street, and also the said William Hewlett, James Southby Bridge, James Davidge, Benjamin Croot, Alfred James Cole, John Sheffield, Thomas Barnes, William Lawrence, Thomas Moore, and Robert Morice, their Heirs, Successors, Executors, Administrators, and Assigns, as such Feoffees or Trustees for the said Parish as aforesaid, and every future Feoffee or Trustee of or for the Estates belonging to the said Parish, and also other than and except the Parishioners and Inhabitants of the said Parish of Saint Mildred Bread Street for the Time being, and all and every other Persons and Person claiming or to claim any Estate, Right, Title, Interest, or Charge of, in, to, upon, or in respect of the Hereditaments and Premises mentioned and comprised in the Schedule to this Act annexed, for the Benefit, Use, or Profit of the Parishioners

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Parishioners of the said Parish of Saint Mildred Bread Street, or any of them, or for any other charitable Use, Trust, Intent, or Purpose relating to or concerning the same Parish or the Inhabitants thereof for the Time being,) all such Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever, of, in, to, or out of the Hereditaments and Premises comprised in the Schedule to this Act, or any Part or Parts thereof, as they, every or any of them, had or enjoyed before the passing of this Act, or could or might have had or enjoyed in case this Act had not been passed.

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

VIII. And be it enacted, That this Act 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.

The SCHEDULE referred to by the foregoing Act.

Particulars.	Annual Value
A Piece or Parcel of Ground next the River Thames, containing in Breadth from East to West 18 Feet, and in Length from North to South on the East Side 70 Feet, and in Length from North to South on the West Side 75 Feet, be the several Admeasurements little more or less, with a Warehouse and Building thereon, now untenanted. A Piece or Parcel of Ground, containing in Length from North to South on the East Side 150 Feet, and in Length from North to South on the West Side 157 Feet, and in Breadth from East to West at the North End 20 Feet 9 Inches, and coming to a Point at the South End, be the several Admeasurements thereof little more or less, with divers Messuages or Tenements, Warehouses, Stables, and Buildings thereon.	
Late Rent - - £10 Estimated Value per Annum - £150 Purchase Value - - £3,750	

Richard Suter.

London: Printed by George E. Eyre and Andrew Spottiswoode, Printers to the Queen's most Excellent Majesty. 1841.