



ANNO SEXTO & SEPTIMO

VICTORIÆ REGINÆ.

Cap. 21.

An Act for enlarging the Power to grant Building Leases contained in the Will of *John Wilkinson Esquire, Doctor of Physic, deceased*; and for other Purposes. [1st August 1843.]

WHEREAS *John Wilkinson*, late of *Southampton Street, Russell Square*, in the Parish of *Saint George Bloomsbury* in the County of *Middlesex*, Doctor of Physic, deceased, by his last Will and Testament in Writing, bearing Date the Thirtieth Day of *July* One thousand eight hundred and sixteen, so executed and attested as by Law was then required for passing Freehold Estates, as to his Real Estate gave and devised, amongst other Hereditaments, One full Moiety or Half Part or equal Share, the whole into Two equal Parts or Shares to be divided, of and in all those his Messuages, Cottages, Lands, Tenements, and Hereditaments, as well those which were of Copyhold or Customary Tenure, as those which were Freehold, situate and being in the Parish of *Lambeth*, or elsewhere in the County of *Surrey*, then or then late in the Tenure of *John Ismay*, his Under-tenants or Assigns, the Copyhold Hereditaments being held of the Manor of *Vauxhall*, and having been duly surrendered to the Uses of his Will, unto and to the Use of his Nephew *Joseph Wilkinson*, now deceased, and his Assigns, for and during the Term of his Life, and from and after his

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Decease to the Use, Intent, and Purpose that *Elizabeth Wilkinson* (therein called *Betty Wilkinson*), now deceased, the Wife of the said *Joseph Wilkinson*, should and might have, receive, and take the annual Sum or yearly Rent of Twenty Pounds, clear of all Outgoings, to be issuing and payable out of and charged upon the same Hereditaments and Premises, and to be paid half-yearly as therein mentioned, and, subject to the said yearly Rent of Twenty Pounds, and the Remedies for the same, unto and to the Use of *Josiah Wilkinson*, *Joseph Wilkinson*, *Martha Wilkinson*, *Henry Wilkinson*, *Elizabeth Wilkinson* (therein called *Betsey Wilkinson*), and *John Wilkinson*, Children of the said *Joseph Wilkinson*, to be divided between them in equal Shares and Proportions, as Tenants in Common, and not as Joint Tenants, for and during the several Terms of their respective Lives, and without Power of committing Waste, except felling Timber of mature Growth, which they were thereby empowered to do for Repairs only; and from and after the Determination of those Estates respectively in their respective Lifetimes, unto and to the Use of *Richard Marsh* of *Westleigh Hall* in the County of *Lancaster*, Esq. &c, his Heirs and Assigns, during the respective Lives of the said *Josiah Wilkinson*, *Joseph Wilkinson* the Son, *Martha Wilkinson*, *Mary Wilkinson*, *Elizabeth Wilkinson*, and *John Wilkinson*, upon Trust to support the contingent Estates therein-after limited from being defeated or destroyed, but to permit the said *Josiah Wilkinson*, *Joseph Wilkinson* the Son, *Martha Wilkinson*, *Henry Wilkinson*, *Elizabeth Wilkinson*, and *John Wilkinson* respectively to receive the Rents and Profits of their several and respective Shares; and from and after the respective Deceases of the said *Josiah Wilkinson*, *Joseph Wilkinson* the Son, *Martha Wilkinson*, *Henry Wilkinson*, *Elizabeth Wilkinson*, and *John Wilkinson*, as to the several and respective Parts or Shares thereby devised to them for Life respectively, unto and to the Use of the First and every other Son of the respective Bodies of the said *Josiah Wilkinson*, *Joseph Wilkinson*, *Martha Wilkinson*, *Henry Wilkinson*, *Elizabeth Wilkinson*, and *John Wilkinson*, so dying respectively, such Sons to take severally and successively and in Remainder one after another, in Order and Course as they respectively should be in Priority of Birth, and the Heirs of the Body and respective Bodies of such Son and Sons issuing; and, in default of such Issue, unto and to the Use of all and every the Daughters and Daughter of the respective Bodies of the said *Josiah Wilkinson*, *Joseph Wilkinson* the Son, *Martha Wilkinson*, *Henry Wilkinson*, *Elizabeth Wilkinson*, and *John Wilkinson*, to be divided between or amongst them, if more than One, in equal Shares, as Tenants in Common, and the Heirs of the respective Bodies of all and every such Daughters and Daughter issuing; and in case there should be more than One Daughter of the said *Josiah Wilkinson*, *Joseph Wilkinson*, *Martha Wilkinson*, *Henry Wilkinson*, *Elizabeth Wilkinson*, and *John Wilkinson* respectively, and there should be a Failure of Issue of any One or more of them, then, as well as to the original Share or Shares of as to the Share or Shares surviving or accruing to such last-mentioned Daughter or Daughters, unto and to the Use of all and every other the Daughters and Daughter of the said *Josiah Wilkinson*, *Joseph Wilkinson*, *Martha Wilkinson*, *Henry Wilkinson*, *Elizabeth Wilkinson*, and *John Wilkinson* respectively,

respectively, being Sisters or Sister of such as should fail of Issue, equally to be divided amongst them, if more than One, as Tenants in Common, and the Heirs of their respective Bodies issuing; and if all the Daughters but One of the respective Bodies of the said *Josiah Wilkinson*, *Joseph Wilkinson*, *Martha Wilkinson*, *Henry Wilkinson*, *Elizabeth Wilkinson*, and *John Wilkinson* should die without Issue, or there should be but One such Daughter respectively, then, as to the Entirety of the Hereditaments thereby devised to such Daughters respectively, unto and to the Use of such One or only Daughter, being a Sister of such (if any) as should have failed of Issue, and the Heirs of her Body issuing; and if there should be a Failure of Issue of any One or more of them the said *Josiah Wilkinson*, *Joseph Wilkinson*, *Martha Wilkinson*, *Henry Wilkinson*, *Elizabeth Wilkinson*, and *John Wilkinson*, then, as to the Part or Share or Parts or Shares of the said Hereditaments therein-before originally devised to him, her, or them respectively so failing of Issue, for his, her, or their respective Life or Lives as aforesaid, and also as to the Part or Share or Parts or Shares which might have accrued to him, her, or them respectively, or his, her, or their respective Issue, by virtue of the Clause now in recital, unto and to the Use of the others and other of them for and during the Term of their respective Lives, or his or her Life, and without Power of committing Waste (except by felling Timber of full Growth); and after the Determination of that Estate or those Estates respectively by any Means in his or her Lifetime or their respective Lifetimes, unto and to the Use of the said *Richard Marsh*, his Heirs and Assigns, during the Life or respective Lifetimes of such other or others of them the said *Josiah Wilkinson*, *Joseph Wilkinson*, *Martha Wilkinson*, *Henry Wilkinson*, *Elizabeth Wilkinson*, and *John Wilkinson*, upon Trust to preserve the contingent Estates therein-after given and devised, but to permit such other or others of them respectively to receive the Rents and Profits of the same Premises; and from and after the Decease of such other and others of them respectively, unto and to the Use of the First and other Sons of the Body of such other or others of them so dying respectively, severally and successively in Tail, and for Want of such Issue unto and to the Use of all and every the Daughters and Daughter of such other or others of them so dying respectively, as Tenants in Common, in Tail, with cross Remainders in Tail between them, if more than One, and if all such Daughters but One should die without Issue, or there should be but One such Daughter, unto and to the Use of such only Daughter, in Tail, in such and the same Manner to all Intents and Purposes as was therein-before expressed, with respect to the Hereditaments therein-before devised originally to the said *Josiah Wilkinson*, *Joseph Wilkinson* the Son, *Martha Wilkinson*, *Henry Wilkinson*, *Elizabeth Wilkinson*, and *John Wilkinson*, for their respective Lives, and their respective Sons and Daughters, in Tail, as aforesaid; and if there should be a Failure of Issue of all of them the said *Josiah Wilkinson*, *Joseph Wilkinson* the Son, *Martha Wilkinson*, *Henry Wilkinson*, *Elizabeth Wilkinson*, and *John Wilkinson*, then, as to the whole of the Lands and other Hereditaments therein-before devised to them and their Issue as aforesaid, unto and to the Use of all and every the Children of the said *Joseph Wilkinson* the Father thereafter to be born,

born, whether Sons or Daughters, to be divided between them in equal Shares and Proportions, as Tenants in Common, if more than One, and their respective Heirs and Assigns, and if there should be only One thereafter born Child of the said *Joseph Wilkinson* the Father, unto and to the Use of such one thereafter born Child, and his or her Heirs and Assigns for ever, and if there should be no thereafter born Child of the said *Joseph Wilkinson* the Father, unto and to the Use of his said Testator's right Heirs for ever; and the said Testator declared it to be his Will that when and so often as any of the Persons entitled in Possession to the Messuages, Lands, and other Hereditaments therein-before devised, or any Part or Parts thereof, should be under the Age of Twenty-one Years, it should and might be lawful for the Guardian or Guardians of such Person or Persons respectively to pay and apply for his or their Maintenance and Education respectively any Sum or Sums of Money, not exceeding the clear Rents, Issues, and Profits of the Hereditaments and Premises to which she or they respectively should be so entitled in Possession; and the said Testator did thereby declare that it should and might be lawful to and for the said *Joseph Wilkinson* the Father, *Josiah Wilkinson*, *Joseph Wilkinson* the Son, *Marthar Wilkinson*, *Henry Wilkinson*, *Elizabeth Wilkinson*, and *John Wilkinson* respectively, as and when, under the Limitations therein-before contained, they respectively should be entitled to the Rents and Profits of the said Hereditaments and Premises thereby devised, or any Part or Parts thereof respectively, and also for the Guardian or Guardians of any Minor or Minors entitled in like Manner by any Deed or Deeds, Instrument or Instruments, to be sealed and delivered by them respectively as the Law might require, to demise or lease the Lands and other Hereditaments, of which they should respectively be so entitled to the Rents and Profits, to any Person or Persons who should covenant or agree to improve the same by erecting or building any new House or Houses, Erections or Buildings, or to rebuild or repair any House or Buildings which then or thereafter should be on the same Hereditaments or any Part thereof, or to expend such Monies in Improvements thereof respectively as should be thought adequate for the Interests therein respectively to be departed with, for any Term of Years not exceeding Ninety-nine Years, to take effect in Possession, or to demise or lease the same Hereditaments, or any Part thereof, to any Person or Persons for any Term absolute not exceeding Twenty-one Years, to take effect in Possession, so that in every such Demise or Lease there be reserved the best and most improved yearly Rent, to be payable during the Continuance of the Estate or Estates to be created thereby, and to be incident to the immediate Reversion of the Hereditaments so to be demised or leased, that could be reasonably had or gotten for the same, without taking any Fine or Premium for the making thereof, and so as there be inserted in every such Lease a Clause in the Nature of a Condition of Re-entry on Non-payment of the Rent thereby to be reserved, and a Covenant for the Payment of such Rent, and so as the Lessee or Lessees be not made dispunishable for Waste; and the said Testator gave and devised unto his Nephew *Josiah Williamson* all that other full undivided Moiety, Half Part, or equal Share (the whole into Two equal Parts

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or Shares being divided) of or in all those his the said Testator's aforesaid Messuages, Cottages, Lands, Tenements, and Hereditaments, as well those which were of Copyhold or Customary Tenure as those which were Freehold, situate, lying, and being in the said Parish of *Lambeth* or elsewhere in the said County of *Surrey*, then or then late in the Tenure of *John Ismay* his Under-tenants or Assigns, to hold the same unto and to the Use of the said *Josiah Williamson*, and his Assigns, for and during the Term of his Life; and from and after his Decease the said Testator gave and devised the same last-mentioned undivided Moiety, Hereditaments, and Premises unto and the Use of his the said *Josiah Williamson's* Second Son *William Marsh Williamson* in the said Will called *William Williamson*, his Heirs and Assigns for ever; and the said Testator appointed the said *Richard Marsh* and *Thomas Dennison* and *Sydenham Edwards*, therein respectively described, Executors of his said Will: And whereas the said Testator departed this Life in the Month of *September* One thousand eight hundred and eighteen without having altered or revoked his said Will, except by adding Two Codicils thereto, not affecting the Devise of his said Hereditaments in the County of *Surrey* herein-before recited, and leaving *Alice Wilkinson* Spinster, and *Betty* the Wife and now the Widow of *William Scholefield*, his Grand Nieces, his Co-heiresses at Law, and his Nephew the said *Joseph Wilkinson* his Heir, according to the Custom of the Manor of *Vauxhall*; and the said Will and Codicils were on the Seventeenth Day of *October* One thousand eight hundred and eighteen duly proved by the said Executors in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the said *Joseph Wilkinson* the Father, the Nephew of the said Testator, departed this Life in the Month of *March* One thousand eight hundred and twenty-one, without having had any Child or Children born after the Date of the said recited Will: And whereas the said *Elizabeth Wilkinson*, the Wife of the said *Joseph Wilkinson* the Father, departed this Life in or about the Month of *February* One thousand eight hundred and seventeen: And whereas at a Court held in and for the said Manor of *Vauxhall* on the Fourteenth Day of *November* One thousand eight hundred and twenty-one the said *Josiah Wilkinson*, *Joseph Wilkinson* the Son, *Martha Wilkinson*, *Henry Wilkinson*, *Elizabeth Wilkinson* (therein called *Betty Wilkinson*) the Daughter, and *John Wilkinson*, were respectively admitted Tenants to the said Moiety devised to them for their Lives respectively of the said Copyhold Hereditaments holden of the said Manor, and devised by the said recited Will as aforesaid, with the Appurtenances, to hold to them and their respective Assigns, as Tenants in Common, and not as Joint Tenants, for and during the several Terms of their respective Lives, according to the Form and Effect of the said recited Will, at the Will of the Lords of the said Manor according to the Custom thereof, by the Rents, Duties, Suits, and Services therefore due and of Right accustomed: And whereas the said *Josiah Wilkinson*, on or about the Twenty-first Day of *March* One thousand eight hundred and twenty-four, intermarried with *Susannah Westmore* Spinster, and by her he had Issue One Child only, namely, *John Wilkinson*, who is now an Infant of the Age of Seventeen Years or thereabouts: And whereas the said *Josiah Wilkinson* departed this Life some Time in the Month

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of *October* One thousand eight hundred and thirty-four, leaving the said *John Wilkinson*, his only Child, him surviving : And whereas by an Order of the High Court of Chancery, bearing Date the Fifteenth Day of *February* One thousand eight hundred and thirty-nine, *Joseph Morris* of *Whitley Inferior* in the County of *Chester*, Gentleman, was appointed Guardian of the said last-named *John Wilkinson* : And whereas the said *Joseph Wilkinson* the Son several Years ago attained his Age of Twenty-one Years, and has no Issue : And whereas by certain Indentures of Lease and Release bearing Date respectively on or about the Twelfth and Thirteenth Days of *February* One thousand eight hundred and twenty-four, and made between the said *Joseph Wilkinson* the Son of the First Part, the said *Josiah Williamson* of the Second Part, and the said *William Marsh Williamson* of the Third Part, and by virtue of an Indenture of Covenant bearing Date on or about the Nineteenth Day of *February* One thousand eight hundred and twenty-four, and made between the said *Joseph Wilkinson* the Son of the First Part, the said *William Marsh Williamson* of the Second Part, and the said *Josiah Williamson* of the Third Part, the Estate and Interest taken and derived by the said *Joseph Wilkinson* the Son, under or by virtue of the said recited Will of the said Testator *John Wilkinson*, in the said Freehold and Copyhold Hereditaments and Premises thereby devised as aforesaid, were duly conveyed or assured unto the said *Josiah Williamson* and his Heirs : And whereas the said *Martha Wilkinson* attained her Age of Twenty-one Years on or about the Nineteenth Day of *November* One thousand eight hundred and twenty-five, and on the Eighth Day of *February* One thousand eight hundred and twenty-four she intermarried with and she is now the Wife of *John Warburton* of *Daresbury* in the County of *Chester*, Schoolmaster, and the said *Martha Warburton* hath Issue Twelve Children, and no more, namely, *Elizabeth Warburton*, *Alice Warburton*, *John Wilkinson Warburton*, *Martha Warburton*, *Harriet Warburton*, *Frances Warburton*, *Felicia Warburton*, *Alfred Warburton*, *Peter Warburton*, *Hannah Warburton*, *Ann Merial Warburton*, and *Joseph Wilkinson Warburton*, all of whom are Infants : And whereas the said *Henry Wilkinson* several Years ago attained his Age of Twenty-one Years : And whereas the said *Henry Wilkinson* on or about the Twenty-seventh Day of *September* One thousand eight hundred and twenty-five intermarried with *Sarah Hughes* of *Liverpool*, Spinster, by whom he hath Issue Four Children, and no more, namely, *Elizabeth Wilkinson*, *Joseph Wilkinson*, *Sarah Wilkinson*, and *Henry Wilkinson*, all of whom are Infants : And whereas by Indentures of Lease and Release bearing Date respectively the Eighth and Ninth Days of *July* One thousand eight hundred and twenty-eight, and made between the said *Henry Wilkinson* of the First Part, *Joseph French* of the Second Part, and the said *William Marsh Williamson* of the Third Part, and by virtue of an Indenture of Covenant bearing Date the Ninth Day of *July* One thousand eight hundred and twenty-eight, and made between the said *Henry Wilkinson* of the one Part, and the said *Joseph French* of the other Part, all the Estate and Interest taken and derived by the said *Henry Wilkinson* in manner aforesaid, under or by virtue of the said recited Will of the said Testator *John Wilkinson*, in the said Freehold and Copyhold

hold Hereditaments and Premises thereby devised, were duly conveyed or assured unto the said *Joseph French* and his Heirs: And whereas by an Indenture of Release bearing Date the Tenth Day of *March* One thousand eight hundred and forty-three, and made between the said *Joseph French* of the one Part, and *John Atkinson* of the other Part, and by virtue of a Covenant therein contained for a Surrender to be made by the said *Joseph French*, all the Estate and Interest taken and derived by the said *Joseph French* in the said devised Hereditaments and Premises, under or by virtue of the said recited Indentures of the Eighth and Ninth Days of *July* One thousand eight hundred and twenty-eight, were duly conveyed or assured by the said *Joseph French* unto the said *John Atkinson*, his Heirs and Assigns: And whereas the said *Elizabeth Wilkinson* attained her Age of Twenty-one Years on or about the First Day of *November* One thousand eight hundred and thirty-one, and on the Twenty-seventh Day of *September* One thousand eight hundred and thirty-two she intermarried with and she is now the Wife of *Joseph Morris*, and the said *Elizabeth Morris* hath Issue Three Children, and no more, namely, *Elizabeth Wilkinson Morris*, *Hester Morris*, and *Ann Morris*, all of whom are Infants: And whereas upon the Occasion of the Marriage of the said *Elizabeth Wilkinson*, and previously thereto, an Indenture of Settlement bearing Date on or about the Twentieth Day of *September* One thousand eight hundred and thirty-two was duly made and executed between and by the said *Joseph Morris* of the First Part, the said *Elizabeth Morris* (therein called *Betty Wilkinson*) of the Second Part, and *John Warburton* of the Third Part, whereby the said *Elizabeth Morris* demised all her Part or Share of and in the said Freehold and Copyhold Hereditaments and Premises so devised as aforesaid unto the said *John Warburton*, his Executors, Administrators, and Assigns, for the Term of Ninety-nine Years thence next ensuing, if she should so long live, upon Trust, during the joint Lives of the said *Joseph Morris* and *Elizabeth Morris*, to apply and dispose of the Rents and Profits of the said demised Premises for the separate Use of the said *Elizabeth Morris*: And whereas the said *John Wilkinson*, named in the said Will, attained his Age of Twenty-one Years on or about the Nineteenth Day of *June* One thousand eight hundred and thirty-two: And whereas the said last-named *John Wilkinson* on or about the Fifth Day of *July* One thousand eight hundred and thirty-four intermarried with *Ann Preston* of *Liverpool* aforesaid, Spinster, by whom he hath Issue Three Children, and no more, namely, *Sarah Wilkinson*, *Betsey Wilkinson*, and *Ann Jane Wilkinson*, all of whom are Infants: And whereas by an Indenture of Mortgage bearing Date on or about the Eleventh Day of *May* One thousand eight hundred and thirty-seven, and made between the said last-named *John Wilkinson* of the one Part, and *Thomas Kearsey* of *Leadenhall Street, London*, Esquire, (since deceased,) of the other Part, and by virtue of a Covenant therein contained for a Surrender to be made by the said last-named *John Wilkinson*, the equal undivided Sixth Part or Share of the said last-mentioned *John Wilkinson* of and in the said Moiety devised as aforesaid of the said Freehold and Copyhold Hereditaments and Premises so devised as aforesaid was assured unto the said *Thomas Kearsey*, his Executors, Administrators, and Assigns, for the Term of Ninety-nine Years thence next ensuing, if the said last-named

named *John Wilkinson* should so long live, for securing Payment unto the said *Thomas Kearsey*, his Executors, Administrators, or Assigns, of the Sum of Sixty-five Pounds, and Interest at the Rate and in the Manner therein mentioned: And whereas the said Messuages, Cottages, Lands, Tenements, and Hereditaments late of the said Testator *John Wilkinson*, situate in the said County of *Surrey*, and devised by his said Will as aforesaid, are described and set forth in the Schedule to this Act annexed: And whereas Doubts have arisen whether the Power of granting Building Leases contained in the Will of the said Testator hath not, as to the Shares of the said *Joseph Wilkinson* the Son, *Henry Wilkinson*, and *Elizabeth Morris*, in the said devised Hereditaments and Premises, been extinguished by the Conveyances of their respective Shares herein-before recited: And whereas, inasmuch as no Power to make or enter into preliminary Contracts or Agreements for Building Leases is given by the said recited Will, the Power of granting Building Leases contained in the said Will is too limited in its Terms to be of any practical Utility: And whereas the said Lands and Hereditaments situate in the said Parish of *Lambeth*, and described in the said Schedule, are, from their Situation, and from the Extent of their Frontage on the *Clapham Road*, eligible for Building Purposes, and it would be greatly for the Benefit of all Parties who are or may be interested therein if enlarged and more effectual Powers were given of granting, and of contracting and agreeing to grant, Building Leases of the said Lands and Hereditaments in the Manner herein-after mentioned; but the same cannot be effected without the Aid of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *Joseph Morris* on behalf of the said *John Wilkinson* the Infant, *Josiah Williamson*, *John Warburton* and *Martha* his Wife on behalf of themselves, and the said *John Warburton* on behalf of his said infant Children, *John Atkinson*, and *Henry Wilkinson* on behalf of his said infant Children, the said *John Warburton* on behalf of *Elizabeth Morris*, and the said *Joseph Morris* and *Elizabeth* his Wife on behalf of themselves, and the said *Joseph Morris* on behalf of his said infant Children, and *John Wilkinson*, the Devisee for Life named in the said Will, on behalf of himself and his said infant Children, 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, That from and immediately after the passing of this Act the Moiety by the said recited Will of the said *John Wilkinson* first devised of and in the Hereditaments and Premises comprised in the Schedule to this Act shall be vested in *Edwin Dixon* of *Gibson Square, Islington*, in the County of *Middlesex*, Gentleman, *Nutter Gray* of *Hackney* in the said County, Coal Merchant, and *John Cole* of *Adelphi Terrace* in the City of *Westminster*, Gentleman, their Heirs and Assigns, to the Uses, upon the Trusts, and for the Intents and Purposes herein-after declared of and concerning the same; (that is to say,) to the Use, Intent, and Purpose that they the said *Edwin Dixon*, *Nutter Gray*, and *John Cole*, or the Survivors or Survivor of them, or the Heirs or Assigns of such Survivor, do and shall with all convenient Speed, by some Deed or Deeds, Instrument or Instruments, in Writing, to be by them

Moiety of the Estates in Schedule, devised by the Will of *John Wilkinson*, vested in Trustees, with Power to lease same for any Term not exceeding 99 Years,

or him respectively duly sealed and delivered, the Licence of the Lord or Lords of the said Manor of *Vauxhall* for the Time being for that Purpose being first obtained for such Parts of the said Premises as are Copyhold of the said Manor, demise or lease the said firstly devised Moiety of and in the Hereditaments and Premises comprised in the Schedule to this Act, or any of them, or any Part thereof, or do and shall join with the Person or Persons for the Time being entitled to the other Moiety of the same Hereditaments and Premises, or any of them, or any Part thereof, or empowered to demise or lease the same, in demising or leasing the Entirety of the same Hereditaments and Premises, or any of them, or any Part thereof, for any Term or Number of Years absolute, not exceeding Ninety-nine Years, to take effect in Possession, and not in Reversion or by way of future Interest, to any Person or Persons who shall be willing to erect or build any House or Houses, Erections or Buildings, on the Land or Ground whereof a Moiety or other undivided Share or Shares, or the Entirety, as the Case may be, shall be proposed to be demised, or any Part thereof, or to improve or repair any House or Houses, Erections or Buildings, which now are or hereafter shall be on the said Land or Ground, or to erect or build any other House or Houses, Erections or Buildings, in lieu thereof or in addition thereto, or who shall be willing to annex any Part of the said Land or Ground for Pleasure Grounds, Paddocks, or Plantations for detached Villas, or for Gardens, Yards, or other Conveniences to Buildings erected or built, or to be erected or built, on the said Land or Ground, or any Part thereof, or on any adjoining Land or Ground, or otherwise to improve the said Premises, or any Part thereof; and with or without Liberty for the Lessees to take down all or any of the Buildings standing on the Premises comprised in such Leases respectively, on such Terms, and by Sale or otherwise to convert and dispose of the Materials thereof to such Purposes as may be agreed on; and also with or without Liberty for the Lessees to erect Villas or detached Residences, with suitable Offices, and to appropriate a convenient Part of the Land adjoining for Pleasure Grounds, Paddocks, or Plantations to such Villas, or otherwise, for the Convenience, Use, or Enjoyment of the Tenants thereof; and also with or without Liberty for the Lessees to set out and allot any Parts of the Land or Ground comprised in such Leases respectively as and for the Site of Streets, Squares, Circuses, or other Spaces of Ground, Roads, Lanes, Courts, Ways, Avenues, Paths, Passages, Sewers, Drains, Walls, Fences, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise, for the Use and Convenience of individual Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement or Advantage thereof; and also with or without Liberty for the Lessees to dig and make, in or under any of the Land or Ground which may be set out or allotted for Streets, Squares, Circuses, Roads, Lanes, Courts, Ways, Avenues, or Passages as aforesaid, Arches, Cellars, or other Easements to any Houses or Buildings; and also with or without Liberty for the Lessees to fell, cut, dig, and to use or carry away, sell and dispose of, in and upon or out of the Land or Ground comprised in their respective Leases, such Timber, Earth, Clay, Loam, Sand, Gravel, or other Materials, as it may be necessary or convenient to use or

to any Persons who shall be willing to build upon the Land or to improve the Premises, with certain Liberties.

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Terms on
which Leases
may be
granted.

to remove for effecting any of the Purposes aforesaid; and also to dig any Earth or Clay out of any convenient Part or Parts of such Land or Ground, and to manufacture the same into Bricks or Tiles to be used in such new Buildings, Repairs, or Improvements, or to be sold and disposed of, as may be agreed on, and either with or without any Liberties or Privileges which may be usual in Leases of a similar Description; so that in every such Lease there be reserved, except in those Cases where a Peppercorn Rent may be reserved according to the Provisions herein-after contained, the best yearly Rent that can, considering the Nature of the Case, be reasonably obtained for the same, to be made payable quarterly or half-yearly, without any Fine, Premium, or Foregift, or any thing in the Nature of a Fine, Premium, or Foregift, being taken for making such Lease, but with or without a Covenant or Agreement that all or any Part of the Fines on the Death of or Alienation by the Lords, Tenant or Tenants, and annual Quit Rents or other Customary Payments, or the Rent-charge or Rent-charges and Fines for which the same may be commuted, to become due or payable to the Lord or Lords of the said Manor of *Vauxhall* in respect of the Moiety or other Share or Shares, or of the Entirety, to be comprised in any such Lease of the Messuages or Buildings, or any of them, to be erected on any Land Copyhold of the said Manor, shall respectively be paid by the Persons or Person for the Time being entitled to the Moiety, Share or Shares, or Premises so to be leased, in Possession, or in Remainder or Reversion immediately expectant on the subsisting Term or Terms therein respectively, or that the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, shall be allowed to retain the same respectively out of the yearly Rent or Rents to be reserved by such Leases respectively; and so that in every such Lease made for the Purpose of having Buildings finished or erected and built there be contained a Covenant on the Part of the Lessee or Lessees substantially to build and finish, under the Inspection and with the Approbation of the Surveyor of the Lessors, the Houses or other Buildings which may be agreed to be erected or built on the Premises, if not then already done, within a Time to be specified for that Purpose, and to keep in repair during the Term such Houses and other Buildings; and so that in every such Lease made for the Purpose of having Buildings rebuilt or repaired there be contained a Covenant on the Part of the Lessee or Lessees substantially to rebuild or repair the same within a Time to be specified for that Purpose, and to keep in repair during the Term the Houses and other Buildings agreed to be rebuilt or repaired; and so that in every Lease, whether for rebuilding or repairing or otherwise, there be contained a Covenant from the Lessee or Lessees for the due Payment of the Rent or Rents thereby to be reserved, unless the same shall be a Peppercorn, and of all Taxes, Charges, Rates, Assessments, and Impositions whatsoever affecting the same Premises; and also a Covenant for the due Payment of all such Fines, Quit Rents, Rent-charges, and other Rents and Sums of Money, if any, payable to the Lord or Lords for the Time being of the said Manor of *Vauxhall* in respect of the Moiety or other undivided Share or Shares, or of the Entirety, to be comprised in any such Lease of any Copyhold Lands or Grounds held of

the said Manor, or of any Messuages or Buildings erected or to be erected on any such Copyhold Lands or Grounds, as shall in and by any such Lease or Demise be agreed to be paid by any Lessee or Lessees; and also a Covenant for keeping the Houses and Buildings erected and built, or to be erected and built, or improved, on the Premises, insured from Loss or Damage by Fire, to the Amount of Two Thirds at least of the Value thereof, in some or one of the public Offices in *London* or *Westminster* for insuring against Fire, and to lay out the Money to be received by virtue of such Insurance, and all such other Sums of Money as shall be necessary, in substantially rebuilding, repairing, and reinstating such Messuages or Buildings as shall be destroyed or damaged by Fire, or a Covenant to allow the Lessors to effect such Insurances as may be necessary, and add the Premiums payable thereupon to the Rent reserved in such Leases; and a Covenant to surrender and leave in repair the Houses and other Buildings to be erected and built or repaired on the Premises, whereof a Moiety or other undivided Share or Shares, or the Entirety, shall be comprised in any such Lease, on the Expiration or other sooner Determination of the Term to be thereby granted, and also a Proviso or Condition for Re-entry for Nonpayment of the Rent to be reserved, unless the same shall be a Peppercorn, if the same should be in arrear for Twenty-one Days, and not paid, when demanded, on or at any Time after the Expiration of the said Twenty-one Days, but with or without a Proviso or Condition of Re-entry for Non-observance or Non-performance of all or any of the Covenants and Provisoes therein contained, as may be agreed on; and also all such other Covenants, Conditions, and Provisoes, if any, as may appear to be reasonable and proper; and so that the respective Lessees execute Counterparts of their respective Leases, and so that no Lessee to whom any such Lease shall be made be, by any Clause or Words therein contained, authorized to commit Waste, or exempted from Punishment for committing Waste, save so far as may be necessary for the Purposes hereby authorized, and so that no Lease be made of any Premises Copyhold of the said Manor of *Vauxhall*, unless the same shall be consistent with or authorized by the Custom of the said Manor, or the Licence of the Lord or Lords for the Time being of the said Manor.

II. And be it enacted, That from and immediately after the passing of this Act it shall be lawful for the Person or Persons for the Time being hereby authorized to grant Leases as aforesaid to join with the Person or Persons for the Time being entitled to the other Moiety of the said Hereditaments and Premises comprised in the said Schedule to this Act, or any of them, or any Part thereof, or empowered to demise or lease the same, in laying out and appropriating any Part of the Lands and Grounds whereof a Moiety or other undivided Share or Shares is or are herein-before authorized to be demised as and for a Yard or Yards, Garden and Gardens to the Buildings erected and built on any of the same Lands or Grounds, or on any of the adjoining Lands or Grounds whereof a Moiety or other undivided Share or Shares, or the Entirety, is or are so to be demised as aforesaid, or for Yards or Places necessary for carrying on any Manufacture or Trade, and also to join in appropriating any Part of the same

Power to Persons authorized by this Act to grant Leases to join with Persons entitled to the other Moiety of the Premises in granting Leases.

same Lands and Grounds as and for a Way or Ways, Street or Streets, Square or Squares, Avenue or Avenues, Passage or Passages, Sewer or Sewers, or otherwise, for the general Improvement of the Estate, and the Accommodation of the Tenants and Occupiers thereof, in such Manner as shall be mentioned and agreed upon in such Grant, Demise, or Lease respectively, or in any General Deed to be executed for that Purpose, such General Deed (if any) to be sealed and delivered by the Person or Persons for the Time being herein-before authorized to grant Leases respectively, and to be enrolled in One of Her Majesty's Courts of Record at *Westminster* within Six Calendar Months from the Date of any such General Deed, and also by such Lease or Leases or General Deed to give or join in giving such Privileges and other Easements as such Persons or Person shall deem reasonable or convenient.

Trustees to stand seised of the Moiety of the Premises contained in the Schedule, to the Use of such Parties and Interests as are named and declared by the Testator, John Wilkinson.

III. And be it enacted, That, subject to the Lease or Leases so to be granted as aforesaid by virtue of this Act, the said *Edwin Dixon*, *Nutter Gray*, and *John Cole*, their Heirs and Assigns, shall stand and be seised of the said firstly-devised Moiety of the said Hereditaments and Premises comprised in the Schedule to this Act, to the Use of such Person or Persons, and for such Estates and Interests, and in such Parts, Shares, and Proportions, and with, under, and subject to such Powers, Provisoos, Declarations, and Agreements, as may be now subsisting or in force respectively of and concerning such firstly-devised Moiety under or by virtue of the said herein-before recited Will of the said Testator, *John Wilkinson*, and subject to such Charges and Incumbrances thereon as are herein-before recited.

Power to enter into Contracts for Leases.

IV. And be it enacted, That from and immediately after the passing of this Act it shall be lawful for the Persons or Person for the Time being hereby authorized to grant Leases as aforesaid 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 Moiety or other undivided Share or Shares hereby authorized to be demised of the said Ground and Premises comprised in the said Schedule to this Act, or to join with the Person or Persons for the Time being entitled to the other Moiety thereof, or empowered to demise or lease the same, in entering into any Contract or Contracts in Writing for granting any Lease or Leases of all or any Part or Parts of the said Ground and Premises, whereof a Moiety or other undivided Share or Shares is or are herein-before authorized to be demised pursuant to the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable; and to agree or join in agreeing, when and as any Land or Buildings whereof a Moiety or other undivided Share or Shares, or the Entirety, as the Case may be, shall be so agreed to be let, or any Part or Parts thereof shall be built or rebuilt, or 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 and lease the same Moiety or other undivided Share or Shares, or to join in demising or leasing the Entirety, as the Case may be, of the Land and Buildings mentioned in such Contract or Contracts, or any Part or
Parts

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, to be approved of by the Persons or Person for the Time being hereby authorized to grant Leases as aforesaid, as he, she, or they shall appoint in that Behalf, 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 to be specified in such Contract or Contracts, as shall be thought proper, but so nevertheless that the yearly Rent to be reserved shall not exceed One Sixth of the Entirety of the clear yearly Rack Rent Value, when fit for Habitation and Use, of the Land and Buildings whereof a Moiety or other Share or Shares, or the Entirety, shall be comprised in such Lease; and (if the Person or Persons who shall enter into such Contract or Contracts shall think the same expedient) to agree or join in agreeing that the full Rent specified in such Contract or Contracts shall or may be reserved in the Leases to be granted of the said Moiety or other undivided Share or Shares, or of the Entirety, of a given Quantity, to be specified in such Contract or Contracts, of the Lands and Premises whereof such Moiety or other Share or Shares, or the Entirety, shall be thereby agreed to be demised, and that the Residue thereof shall be demised at the yearly Rent of a Peppercorn, either before or after the full Rent specified in such Contract or Contracts shall have been reserved in any Lease or Leases to be granted, and at such Time or respective Times and in such Manner as may be thought proper; or, if no given Quantity shall be specified for such Purpose in such Contract or Contracts, to agree or join in agreeing that when the full Rent agreed to be reserved shall have been reserved in the Lease or Leases granted of such Moiety or other undivided Share or Shares, or of the Entirety, as the Case may be, of a competent Part or competent Parts of the said Lands or Grounds, the Residue thereof (if any) shall be demised by One or more Lease or Leases at the yearly Rent of a Peppercorn; and, in case of Leases to be granted subject to the yearly Rent of a Peppercorn, to agree or join in agreeing to grant the same, either before or after the Land or Ground whereof a Moiety or other undivided Share or Shares, or the Entirety, shall be therein comprised shall have been built upon, laid out, or improved; and to agree or join in agreeing that the yearly Rents agreed to be reserved in such Contract or Contracts may be made to commence at such Period or Periods within One Year from the Date of such Contract or Contracts, and may be made to increase periodically, beginning with such Portion 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 in such Contract or Contracts respectively shall be expressed, regard being had to the Quantity of Land or Ground whereof a Moiety or other undivided Share or Shares, or the Entirety, shall be from Time to Time agreed to be demised, and the Progress of the Buildings stipulated to be erected thereon; and to agree or join in agreeing that when and as any Lease or Leases shall be granted of any Part or Parts of the Moiety, Share or Shares, so contracted to be leased, the Moiety, Share or Shares, or Hereditaments

[*Private.*]

so for the Time being leased shall be discharged from such Contract or Contracts, and that the Person or Persons with whom such Contract or Contracts shall be entered into shall remain liable, in respect of such Portion, Part or Parts of the Moiety, Share or Shares, or Hereditaments comprised in such Contract or Contracts, which shall not for the Time being be leased, to the Payment of such Portion or Portions of the Rent or Rents by such Contract or Contracts agreed to be paid as may be thought proper, and shall in such Contract or Contracts be provided for; and also to agree or join in agreeing 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 Power of leasing herein-before contained.

Contracts to contain Power of Re-entry in case of Non-fulfilment, and also a Clause that the Person to whom such Lease ought to be granted shall execute the same, and pay the Expences.

V. And be it enacted, That in every Contract which shall be entered into in pursuance of this Act there shall be inserted a Clause or Condition for vacating the same as to and for Re-entry into such Part or Parts of the Moiety, Share or Shares, or Premises, therein comprised and agreed to be let, as shall not have been actually leased in performance of the same Contract, in case the Hereditaments and Premises whereof a Moiety or other Share or Shares, or the Entirety, shall be comprised in any such Contract 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 and 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, and pay the reasonable Charges of preparing the same, within a reasonable Time to be thereby appointed, 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 binding on all Persons having any Estate or Interest in the Premises, at Law or in Equity, under the said Will of the said *John Wilkinson* deceased, and on his Heir-at-Law and Customary Heir, and all Persons claiming under him, and 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, as far as the same shall be applicable.

Empowering Parties authorized to grant Leases to contract with Parties with whom a Contract for granting Leases may have been entered into for a Release or Surrender.

VI. And be it enacted, That it shall be lawful for the Persons or Person for the Time being hereby authorized to grant Leases respectively to contract and agree, or join in contracting and agreeing, with any Person or Persons with whom any such Contract or Contracts for granting Leases as aforesaid may have been entered into, his, her, or their Executors, Administrators, or Assigns, for a Release or Surrender from such Person or Persons, his, her, or their Executors, Administrators, or Assigns, of all or any Part or Parts of the Moiety, Share or Shares, or Premises hereby authorized to be demised, and upon a Release or Surrender being made accordingly by such Person or Persons, his, her, or their Executors, Administrators, or Assigns, to the Persons or Person for the Time being seised of or entitled to the same Moiety, Share or Shares, or Premises, (and which Release or Surrender such last-mentioned Persons

or

or Person are or is hereby respectively authorized and required to accept,) to release or join in releasing the Person or Persons with whom any such Contract or Contracts may have been entered into, his, her, or their Executors, Administrators, or Assigns, from the further Observance and Performance of the same Contract or Contracts, as to all or any Part or Parts of the same Moiety, Share or Shares, or Premises, and upon any such Release or Surrender of Part of the same Moiety, Share or Shares, or Premises, to apportion or join in apportioning the Rent or Rents by any such Contract or Contracts agreed to be reserved.

VII. And be it enacted, That if the Possession of the Moiety, Share or Shares, or Premises to be comprised in any Lease or Contract to be granted or entered into in pursuance of this Act shall at any Time or Times be resumed or recovered by virtue of or under any Condition of Re-entry to be contained in any such Lease or Contract, or if a Release or Surrender of all or any Part or Parts of the same Moiety, Share or Shares, or Premises shall at any Time or Times be accepted under the Power herein-before in that Behalf contained, then and in every such Case it shall be lawful for the Persons or Person for the Time being herein-before authorized to grant Leases respectively, to grant or join in granting Leases, or to enter into or join in entering into Contracts for granting Leases, and afterwards to grant or join in granting Leases of the same Premises respectively, 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 or entered into.

Empowering Persons who are authorized to grant Leases in case Possession of the Moiety of any Lease be resumed, to grant Leases or contract to grant same as if no Lease or Contract had been granted or entered into.

VIII. And be it enacted, That it shall be lawful for the Persons or Person for the Time being herein-before authorized to grant Leases respectively from Time to Time to enter into or join in entering into any new Covenant or Covenants 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 or Explanation or Alteration of all or any of the Covenants or Agreements in such Contract or Contracts respectively to be contained, or to release or join in releasing the Person or Persons 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, or his, her, or their Executors, Administrators, or Assigns, in lieu of the Part or Parts of the same Contract or Contracts respectively which shall have been so released.

Empowering Persons who are authorized to grant Leases to enter into new Covenants with any Person with whom any Contract shall have been entered into.

IX. And be it enacted, 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 should have been made in pursuance or in consequence of any previous Contract, and such previous Contract should 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

Lease when granted to be considered duly granted, though varying from Contract.

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

Informal
Leases may
be confirmed.

X. And be it further enacted, That it shall be lawful for the Trustees or Trustee for the Time being hereby authorized to make Leases as aforesaid (when and so often as Occasion may require, and they or he shall so think fit,) to confirm or join in confirming any Lease or Leases to be made by virtue of this Act in every or any Case in which, for some technical Error or Informality in granting or executing the same, or otherwise, any such Lease or Leases shall be void or voidable, or to make or grant any Lease or Leases pursuant to the Powers and subject to the Restrictions herein-before contained, in lieu of such void or voidable Lease or Leases, for any Term or Estate not exceeding the then Residue of the Term or Estate granted or purporting to be granted by such void or voidable Lease or Leases respectively, and at and under the same Rent or annual Payment as or at a larger Rent or annual Payment than was reserved in such void or voidable Lease or Leases respectively, but so nevertheless that no Fine or Premium shall in any Case be accepted or taken for making any such Confirmation or new Grant or Lease.

General
Saving of
Rights, ex-
cept Persons
claiming
under the
Will of John
Wilkinson.

XI. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to the Lord or Lords for the Time being of the said Manor of *Vauxhall*, and to all and every other Person or Persons, Bodies Corporate and Collegiate, his, her, and their Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *John Wilkinson* the Infant, and the Heirs of his Body, *Joseph Wilkinson* the Son, and his Assigns, *Josiah Williamson*, his Heirs and Assigns, all and every Child and Children of the said *Joseph Wilkinson* the Son, hereafter to be born, and the Heirs of their Bodies, *John Warburton* and *Martha* his Wife, and their respective Assigns, *Elizabeth Warburton*, *Alice Warburton*, *John Wilkinson Warburton*, *Martha Warburton*, *Harriet Warburton*, *Frances Warburton*, *Felicia Warburton*, *Alfred Warburton*, *Peter Warburton*, *Hannah Warburton*, *Ann Merial Warburton*, and *Joseph Wilkinson Warburton*, the infant Children herein-before named of the said *Martha Warburton*, and all and every other Child and Children of the said *Martha Warburton* hereafter to be born, and the Heirs of their respective Bodies, *Henry Wilkinson* and his Assigns, *John Atkinson*, his Heirs and Assigns, *Elizabeth Wilkinson*, *Joseph Wilkinson*, *Sarah Wilkinson*, and *Henry Wilkinson*, infant Children of the said *Henry Wilkinson*, and all and every other Child and Children of the said *Henry Wilkinson* hereafter to be born, and the Heirs of their respective Bodies, *Joseph Morris* and *Elizabeth* his Wife, and their respective Assigns, *Elizabeth Wilkinson Morris*, *Hester Morris*, and *Ann Morris*, the infant Children of the said *Elizabeth Morris*, and all and every other Child and Children of the said *Elizabeth Morris* hereafter to be born, and the Heirs of their respective Bodies, *John Wilkinson* the Devisee for Life named in the Will of the said Testator, *John Wil-*

kinson and his Assigns, Sarah Wilkinson, Betsey Wilkinson, and Ann Jane Wilkinson, the infant Children of the said John Wilkinson the Devisee for Life, and all and every other the Child and Children of the said last-named John Wilkinson hereafter to be born, and the Heirs of their respective Bodies, and all and every other Persons and Person whomsoever to whom any Estate, Right, Title or Interest whatsoever of and in the said Land, Ground, and Premises may have been given by the said Will of the said John Wilkinson deceased, and the Heirs at Law and Customary Heirs of the said John Wilkinson deceased,) all such Estate, Right, Title, and Interest, Seignior, Lordship, Benefit, Claim, and Demand whatsoever in, to, or out of the said Land or Ground and Premises whereof a Moiety or other undivided Share or Shares is or are herein-before authorized to be demised, 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 or enjoyed in case this Act had not been made.

XII. And be it further enacted, That if the said Edwin Dixon, Nutter Gray, and John Cole, or the Trustees to be appointed as herein-after mentioned, or any of them, shall die, or desire to relinquish, or refuse or decline or become incapable to act in the Trusts, Powers, and Authorities hereby reposed in them or him respectively, or shall go to reside out of *Great Britain*, or be absent therefrom for the Space of Six Calendar Months, before the same Trusts, Powers, and Authorities shall be fully and completely performed and executed, then and in every such Case it shall be lawful for the Court of Chancery, on Motion or Petition in a summary Way by the Trustees or Trustee for the Time being of this Act, from Time to Time to nominate and appoint One or more Person or Persons to be a Trustee or Trustees in the Place and Stead of the Trustee or Trustees so dying, or desiring to relinquish, or refusing or declining or becoming incapable to act as aforesaid, or going to reside out of *Great Britain*, or being absent therefrom for such Space of Time as aforesaid; and that when and so often as any new Trustee or Trustees shall have been nominated and appointed in manner aforesaid, all the aforesaid Trust Estates which shall be then vested in the Trustee or Trustees so dying, or desiring to relinquish, or refusing or declining or becoming incapable to act as aforesaid, or going to reside out of *Great Britain*, or being absent from *Great Britain* for such Space of Time as aforesaid, shall thereupon with all convenient Speed be conveyed and assured in such Sort and Manner and so that the same shall and may be legally and effectually vested in the surviving or continuing Trustees or Trustee of the same Trust Estates, and such new or other Trustees or Trustee, or if there shall be no continuing Trustee or Trustees of the same Trust Estates, then in such new Trustees only, to the same Uses and upon the same Trusts as are herein-before declared of and concerning the same Trust Estates; and that such new Trustee or Trustees shall and may in all Things act and assist in the Management, Conduct, and Execution of the Trusts to which he or they shall be so appointed, either solely, or jointly with the surviving or continuing Trustees or Trustee for the Time being of this Act, in as full and ample a Manner to all Intents and Purposes as if such new Trustee or Trustees

In case of Death, Resignation, &c. of Trustees, new Trustees to be appointed by the Court of Chancery.

[Private.]

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tees

tees respectively had been originally by this Act nominated or appointed to be such Trustee or Trustees.

Indemnity to Trustees.

XIII. And be it further enacted, That the said several Trustees hereby nominated and appointed, or to be hereafter nominated and appointed in manner aforesaid, and each and every of them, and the Heirs, Executors, Administrators, and Assigns of them and each and every of them, shall be charged and chargeable respectively only for such Monies as they shall respectively actually receive by virtue of the Trusts, Powers, and Authorities hereby in them reposed as aforesaid, notwithstanding his or their giving or signing, or joining in giving or signing, any Receipt or Receipts for the sake of Conformity, and that any One or more of them shall not be answerable for the others or other of them, but each and every of them only for his and their own Acts, Receipts, Neglects, or Defaults respectively; and that such Trustees or any of them, shall not be answerable or accountable for any Misfortune, Loss, or Damage which may arise or occur in the Execution of the aforesaid Trusts, or in relation thereto, except the same shall happen through the wilful Neglect or Default of such Trustees respectively; and also that it shall and may be lawful to and for the said Trustees by this Act named as aforesaid, or any future Trustee or Trustees to be appointed as aforesaid, and every or any of them, their and every of their Heirs and Assigns, by and out of the Monies which shall come to their respective Hands by virtue of the Trusts aforesaid, to retain and reimburse themselves and himself respectively, and also to allow to their or his Co-Trustees or Co-Trustee, all Costs, Charges, and Expences which they or any of them shall or may suffer, sustain, expend, disburse, or incur in and about the Execution of the Trusts, Powers, and Authorities of this Act, or in relation thereto.

Expences of Act.

XIV. And whereas there are now situate and standing upon the Lands whereof a Moiety is hereby authorized to be demised as aforesaid divers old or ruinous and dilapidated Messuages, Buildings, and other Erections, which it will be necessary or expedient to pull down and clear away for the Purpose of more effectually carrying into effect the Powers and Authorities conferred by this Act; be it further enacted, That it shall be lawful for the Persons or Person for the Time being hereby authorized to grant Leases as aforesaid forthwith to make Sale, by private Contract or by public Auction, of the Materials of such last-mentioned Messuages, Buildings, and Erections, to the best Purchaser or Purchasers that can be reasonably had or gotten for the same, and subject to such Terms, Stipulations, and Conditions as the Person or Persons hereby authorized to grant Leases as aforesaid shall in that Behalf think reasonable; and that the Persons or Person hereby authorized as last aforesaid shall receive the Purchase Monies arising from such Sale, and apply such Monies, so far as the same will extend, in Payment of the Costs, Charges, and Expences, of and attending the preparing, soliciting, obtaining, and passing this Act, and preparatory and incidental thereto, and of and attending any Application to the Court of Chancery for ascertaining, taxing, and settling the Amount of such Costs, Charges, and Expences, and that one Moiety of the Residue

of such Costs, Charges, and Expences shall be paid by the said *Josiah Williamson*, and that one equal Twelfth Part of the same Residue of such Costs, Charges, and Expences shall, together with Interest for the same Twelfth Part, or for so much thereof as shall for the Time being remain unpaid, at Five Pounds *per Centum per Annum*, from the End of one Year after the passing of this Act, be paid out of the Rents and Profits of each and every of the several herein-before mentioned equal undivided Sixth Parts of the Moiety hereby authorized to be demised of the Hereditaments and Premises comprised in the Schedule to this Act, and shall by virtue of this Act stand and be charged upon each and every of the said equal undivided Sixth Parts of the same Moiety of the said Hereditaments and Premises, subject and without Prejudice, as to the Share of the said *John Wilkinson*, to the herein-before recited Indenture of the Eleventh Day of *May* One thousand eight hundred and thirty-seven, and to the said Principal Sum of Sixty-five Pounds and Interest thereby secured, and subject also and without Prejudice to any Lease or Leases, or Contract or Contracts for a Lease or Leases, to be made or entered into by virtue of this Act; and that it shall be lawful for the High Court of Chancery, from Time to Time, upon the Petition of any Person interested, to be preferred in a summary Way, to make such Order as to the said Court shall seem meet for ascertaining, taxing, and settling such Costs, Charges, and Expences as last aforesaid.

XV. 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.

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

The SCHEDULE to which the foregoing Act refers,

OF

LAND situate in the Parish of LAMBETH in the County of SURREY.

DESCRIPTION.	QUANTITIES.		
FREEHOLD.			
<p>All that Tenement or Tenements formerly demised to Whitlock Bullstrode, Esquire, by the Name of One little Tenement, in South Lambeth or Vauxhall, situate and being in the Waste there, and the Ground therewith used adjoining to the Highway, containing by Estimation in the whole Seven Rods or thereabouts, and heretofore in the Occupation of Blinkoe, and since of Mary Pratt, and now of</p>	0	0	7
COPYHOLDS,			
HELD OF THE MANOR OF VAUXHALL.			
<p>All that Piece or Parcel of Land called the Pightle (situate opposite to the new Church at Kennington), containing by Estimation 2 Acres 1 Rood and 11 Perches, or thereabouts, heretofore in the Occupation of John Ismay or his Under-tenants, together with the Houses and Buildings thereon erected, and comprising—</p>			
<p>Hanover House School-room, Outbuildings, and Garden Ground, with a Frontage South to the Clapham Road of 73 Feet; North, adjoining the Reverend Charlton Lanes, of 253 Feet; East, adjoining Adamson and others, of 400 Feet; West, Cox, and other Land, 513 Feet</p>	<p style="text-align: center;">Tenants.</p> <hr style="width: 20%; margin: auto;"/>		
<p>House and Coachmaker's Shop, with a Frontage South of 40 Feet to the Clapham Road</p>	<p>T. L. Luden -</p>	}	
<p>House and Farrier's Shop, with a Gateway, of 13 Feet Frontage South to Clapham Road</p>	<p>Richard Verrall -</p>	}	
<p>House and Shop, with a Frontage South of 14 Feet to the Clapham Road</p>	<p>James Robins -</p>	2	1 11
<p>House and Shop, with a Frontage of 19 Feet South to the Clapham Road</p>	<p>Samuel Smith -</p>	}	
<p>Cottages, with a Frontage South of 18 Feet to Clapham Road, including Sewers</p>	<p>Meshach Turtle -</p>	}	
<p>Various Tenants -</p>	}		
<p>And also all that other Piece of Parcel of Land called the Fourteen Acres, containing by Estimation Fifteen Acres and Twenty-seven Perches, or thereabouts, in South Lambeth, on the North Side of the Road leading from Kennington Turnpike to Clapham in the County of Surrey, (being Part of Thirty-two Acres,) heretofore in the Occupation of James Dyos, afterwards of Thomas, subsequently of John Ismay, and now of Henry Attfield and Thomas Moorman, or their Under-tenants</p>	}		
<p>TOTAL - - -</p>	17	2	5

John Barnett.
Edward Smith.
Josh. French.