ANNO QUINQUAGESIMO

GEORGII III. REGIS.

Cap. 176.

An Act for empowering the Dean and Chapter of *Canterbury*, and their Leſſees, *Edmund White*, *John White*, and *William Parker Terry*, to grant building and repairing Leaſes of Lands and Buildings at *South Lambeth*, in the County of *Surrey*; purſuant to an Agreement entered into for thoſe Purpoſes.

[9th *June* 1810.]

Indenture, dated 28th Nov. 1789.

WHEREAS by Indenture of Leaſe dated the Twenty-eighth Day of *November*, in the Year One thouſand ſeven hundred and eighty-nine, and made between the Dean and Chapter of the Cathedral and Metropolitical Church of *Chriſt*, *Canterbury*, of the one Part, and *Benjamin White* late of *Fleet Street*, *London*, Bookſeller, deceaſed, of the other Part; in Conſideration of the Surrender of a former Leaſe, and for other Conſiderations therein expreſſed, the ſaid Dean and Chapter did demiſe unto the ſaid *Benjamin White* all that Meſſuage or Tenement in *South Lambeth*, in the County of *Surrey*, wherein Sir *William Foſter*, Knight, formerly dwelt and inhabited, together with the Barns, Stables, Outhouſes, Yards, Orchards, and Gardens to the ſame belonging, occupied, uſed and enjoyed therewith, and alſo all and ſingular the Implements, Wainſcot Shelves, Glaſs Windows, and other Things belonging and remaining within and about the ſaid Meſſuage or Tenement; and alſo all thoſe ſeveral Cloſes of Land, Meadow, Arable, and Paſture, containing by Eſtimation Twenty-two Acres therein and herein-after particularly recited;

recited; (that is to say), First, one Close of Land containing by Estimation Three Acres more or less, adjoining to the Premises lying and being on the East Side of the said House; (Secondly), and also one Close of Land containing by Estimation Seven Acres, be it more or less, then or then late in the Occupation of *Robert Scott*; (Thirdly), and also one other Acre of Land then late in the Tenure or Occupation of *Robert Jeston*; (Fourthly), and also all that Close of Land containing by Estimation Nine Acres, more or less, then late in the Tenure of *Garrett Wankee*; and (Fifthly), Two Acres of Meadow then late in the Occupation of the said *Garrett Wankee*; all which Premises it is in the said Indenture of Lease stated theretofore came into the Hands and Possession of the said Dean and Chapter by escheat, and were then late in the Occupation of *Thomas Bartholomew* and his Assigns, to hold the same unto the said *Benjamin White* his Executors and Assigns, from the Feast of the Annunciation of the Blessed Virgin *Mary* then last past before the Date thereof for the Term of Twenty Years, at and under the clear yearly Rent of Thirty and Two Shillings, payable as therein mentioned and subject to the Covenants and Agreements therein contained:

Will of B. White, dated 22 Oct. 1793.

And whereas the said *Benjamin White* duly made and published his last Will and Testament in Writing bearing Date on or about the Twelfth Day of *October* One thousand seven hundred and ninety-three, and thereby after specifically giving and devising various Parts of his Real and Personal Estates, and taking Notice that his Daughter *Jane* had with his Approbation and Consent intermarried with *Thomas Clement*, and that he the said Testator had given to his said Daughter *Jane* the Sum of Seven hundred Pounds as a Marriage Portion, did declare that the same should be considered as Part of the Share which his said Daughter *Jane* would be entitled to in his Estate and Effects under and by virtue of his said Will, and that the same should be deducted accordingly, and the said Testator by his said Will also willed and directed that the Share and Proportion of his Estate and Effects which his said Daughter *Jane* would be entitled to after his Decease, should be settled on her and her Children in the same Manner as her Marriage Portion had been already settled, and subject to the same Conditions in every respect; and the said Testator gave all the Rest, Residue, and Remainder of his Estate and Effects of what Nature or Kind soever, including the said Leasehold Premises, after Payment of his just Debts and Funeral Expences, subject to the Marriage Settlement made on his dear Wife, which he thereby ratified and confirmed, unto his Sons *Edmund* and *James*, and his Daughter *Rebecca* so long as she should remain unmarried and no longer, upon Trust at such Time or Times as they should think proper to sell the same, and to vest the Money in Government Securities in their joint Names, and to stand and be possessed thereof upon Trust to assign, transfer, and divide the said Effects and Securities in equal Shares and Proportions between his Eight Children, *Jane*, *Rebecca*, *Richard*, *John*, *James*, *Mary*, *Hannah*, and *William* (except as is thereinbefore mentioned), the Shares of such of his Sons which should be under the Age of Twenty-four Years at the Time of his Decease to be transferred to them respectively on attaining the said Age, and the Shares of such of his Daughters which should not have attained the said Age or have been married in his Life-time with his Consent, to be transferred to them respectively on attaining the said Age of Twenty-four Years, or on their Marriage with the Consent of the Trustees for the Time being, which ever should first happen: And it was by the said Will provided that in Case either of the Trustees should refuse to act under his Will, or having acted should

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happen to die before the Truſts created thereby ſhould be fully performed, the ſaid Teſtator thereby authorized and directed the ſurviving and continuing Truſtee or Truſtees immediately afterwards to nominate another Truſtee or Truſtees for the Purpoſes aforeſaid in his or their ſtead, ſo that there might always at leaſt be Three Perſons in the ſaid Truſt, and ſo from Time to Time when and ſo often as any of the Truſtees ſo to be nominated and appointed as well as the preſent Truſtees ſhould refuſe to act or happen to die, during the Exiſtence of the Truſt aforeſaid; and the ſaid Teſtator willed and directed that immediately after every ſuch Appointment, the ſaid Truſt Securities ſhould from Time to Time be aſſigned or transferred into the Names of ſuch new Truſtee or Truſtees, who ſhould execute One or more Declaration or Declarations of the Truſt thereof, and ſhould from thenceforth act in the Execution and Buſineſs of the ſaid Truſts, in Conjunction with the ſurviving or continuing Truſtee or Truſtees, as fully and effectually in every reſpect as if he or they had been thereby appointed a Truſtee or Truſtees for the Purpoſes aforeſaid: And the ſaid Teſtator appointed his ſaid Daughter *Rebecca*, ſo long as ſhe ſhould continue unmarried and no longer, and his Four Sons *Benjamin*, *Edmund*, *John*, and *James*, Executrix and Executors of his ſaid Will: And whereas the ſaid Teſtator departed this Life on or about the Ninth Day of *March* One thouſand ſeven hundred and ninety-four, whithout having revoked or altered his ſaid Will ſo far as related to the ſaid Leaſehold Premiſes, leaving his ſaid Eight Children *Jane*, *Rebecca*, *Richard*, *John*, *James*, *Mary*, *Hannah*, and *William* him ſurviving, who ſeverally attained their reſpective Ages of Twenty-four Years, and were ſuch of the Children of the ſaid Teſtator as were ſeverally beneficially intereſted in the ſaid Leaſehold Premiſes under the Bequeſt in his ſaid Will, and which Will with a Codicil thereto was ſoon after the ſaid Teſtator's Deceaſe duly proved by the ſaid Executrix and Executors in the Prerogative Court of the Archbiſhop of *Canterbury*: And whereas by Indenture bearing Date the Twenty-firſt Day of *June* One thouſand ſeven hundred and eighty, and made between the ſaid *Benjamin White* (the Teſtator) of the firſt Part, the ſaid *Jane Clement* (then *Jane White*) Daughter of the ſaid *Benjamin White* the Teſtator of the Second Part, *Martha Clement* Widow of the Third Part, the ſaid *Thomas Clement* of the Fourth Part, and *John Sainſbury* and *Benjamin White* the younger of the Fifth Part (being the Settlement made previouſly to the Marriage of the ſaid *Thomas Clement* with *Jane* his now Wife), it was thereby agreed that the ſaid *John Sainſbury* and *Benjamin White* the younger, and the Survivor of them, and the Executors, Adminiſtrators, and Aſſigns of ſuch Survivor, ſhould ſtand poſſeſſed of the Sum of Seven hundred Pounds, the Marriage Portion of the ſaid *Jane Clement*, and of the Intereſt thereof, and alſo of the Stocks, Funds, and Securities in which or whereon the ſaid Seven hundred Pounds or any Part thereof ſhould be placed out or inveſted, and of the Dividends and Intereſt to ariſe therefrom upon Truſt to pay or permit the ſaid *Thomas Clement* and his Aſſigns to receive and take to his own Uſe the Annual Intereſt of the ſaid Seven hundred Pounds from the Solemnization of the ſaid then intended Marriage for his Life, and after his Deceaſe then in Truſt to pay to or permit the ſaid *Jane Clement* and her Aſſigns to receive and take to her own Uſe the Annual Intereſt of the ſaid Seven hundred Pounds for her Life, and after the Deceaſe of the Survivor then that the ſaid *John Sainſbury* and *Benjamin White* the younger, or the Survivor of them, his Executors, Adminiſtrators, or Aſſigns, ſhould ſtand poſſeſſed of the ſaid Seven hun-

Indenture, dated June 21, 1780.

dred Pounds, and the ſaid Stocks, Funds, and Securities in Truſt for all and every the Child and Children of the ſaid *Thomas Clement* on the Body of the ſaid *Jane* his Wife to be begotten, in ſuch Parts, Shares, and Proportions as he ſhould by Deed or Will appoint; and in Default of ſuch Appointment then as ſhe the ſaid *Jane* in Caſe ſhe ſhould ſurvive the ſaid *Thomas Clement* ſhould by Deed or Will appoint; and in Default of ſuch Appointment by either of them the ſaid *Thomas Clement* and *Jane* his Wife in Truſt for all and every the Child and Children of the ſaid *Thomas Clement* on the Body of the ſaid *Jane* his Wife to be begotten, equally to be divided between them, and to be paid at the Ages, Days, and Times therein mentioned; and in the ſaid Indenture is contained a Power for the ſaid *Thomas Clement* and *Jane* his Wife, and the Survivor of them, to appoint a Truſtee or Truſtees for the Purpoſes aforeſaid, in the Place of them the ſaid *John Sainſbury* and *Benjamin White* the younger, or ſuch of them who ſhould happen to die or be deſirous to be diſcharged from the aforeſaid Truſts: And whereas by a Memorandum in Writing bearing date the Firſt Day of *May* One thouſand ſeven hundred and ninety-four, endorſed on the ſaid recited Indenture, ſtating that the ſaid *John Sainſbury* being dead, the ſaid *Thomas Clement* and *Jane* his Wife did thereby appoint the ſaid *Edmund White* a Truſtee for the Purpoſes mentioned in the ſaid recited Indenture jointly with the ſaid *Benjamin White* the younger, the Surviving Truſtee, and that the ſaid *Edmund White* did thereby accept the ſaid Truſt: And whereas ſoon after the Execution of the ſaid recited Indenture a Marriage between the ſaid *Thomas Clement* and *Jane* his Wife was had and ſolemnized, and there is Iſſue of ſuch Marriage, *Thomas White Clement*, *Benjamin Clement*, *John Clement*, *Mary Ann Clement*, *Henry Clement*, and *Martha Clement*, who have attained the Age of Twenty-one Years, and *William Clement*, and *James White Clement* who are now Infants under the Age of Twenty-one Years; and no other Child: And whereas by Indenture bearing Date the Twentieth Day of *September* One thouſand ſeven hundred and-ninety four, and made between *William Parker Terry*, of the Firſt Part; the ſaid *Rebecca White*, One of the Daughters of the ſaid *Benjamin White* the Elder, deceaſed, of the Second Part; and the ſaid *Benjamin White* the younger, and *Edmund White*, of the Third Part; (being the Settlement made previouſly to the Marriage of the ſaid *William Parker Terry* with the ſaid *Rebecca* his now Wife), ſhe the ſaid *Rebecca Terry*, in Conſideration of the ſaid then intended Marriage and for other Conſiderations therein expreſſed, did transfer and ſet over, and the ſaid *William Parker Terry* did ratify and confirm unto the ſaid *Benjamin White* (Party thereto) and *Edmund White*, all and ſingular the Part, Share, and Proportion, or Parts, Shares, and Proportions which ſhe the ſaid *Rebecca White* was beneficially poſſeſſed of, intereſted in, or entitled to of and in the Eſtate and Effects late of the ſaid *Benjamin White* deceaſed, or the clear Monies or Reſidue of the Monies to ariſe therefrom, whether as One of the Deviſees and reſiduary Legatees thereof named in the ſaid Will and Codicil of the ſaid *Benjamin White* deceaſed or otherwiſe, and of and in all the Dividends, Rents, Proceeds, and Produce of the ſame Eſtate and Effects, to hold the ſame unto the ſaid *Benjamin White* (Party thereto) and *Edmund White*, their Executors, Adminiſtrators, and Aſſigns, upon Truſt to pay the Rents, Dividends, Intereſt, and Produce of the ſaid Part, Share, or Proportion and Premiſes, and of the Funds and Securities in or upon which the ſame were or ſhould or might be inveſted, to the ſaid *William Parker Terry* or his Aſſigns, or otherwiſe permit him and them to receive the ſame for his Life, and after

Indenture, dated Sept. 20, 1794.

after his Deceaſe in Caſe the ſaid *Rebecca* his Wife ſhould ſurvive him; then upon Truſt to pay the Rents, Dividends, Intereſt, and Produce thereof to the ſaid *Rebecca Terry* or her Aſſigns, or otherwiſe permit her or them to receive the ſame for her Life, and after the Deceaſe of the Survivor of them the ſaid *William Parker Terry* and *Rebecca* his Wife, upon Truſt to pay and make over all the ſaid Part, Share, or Proportion, and Premiſes, and the Funds or Securities whereon the ſame were or ſhould then be inveſted, and the Rents, Intereſts, Dividends, and Produce thereof thenceforth to grow due and become payable to, between and amongſt all and every the Child and Children of the ſaid *William Parker Terry* on the Body of the ſaid *Rebecca* his Wife to be begotten, or any One or more of them excluſive of the Reſt, in ſuch Parts, Shares, and Proportions, Manner and Form, as the ſaid *William Parker Terry* ſhould by Deed or Will appoint; and in Default thereof to pay and make over the ſaid Truſt Monies and Premiſes to, between and amongſt all and every ſuch Child or Children of the ſaid *William Parker Terry* on the Body of the ſaid *Rebecca* his Wife to be begotten, in ſuch Parts, Shares, and Proportions, Manner and Form as the ſaid *Rebecca Terry* ſhould, notwithſtanding her ſaid then intended Coverture by Deed or Will appoint, and in Default of ſuch Appointment then upon Truſt to pay and make over the ſame amongſt all and every ſuch Children (if more than One) Share and Share alike, at the Ages, Days, and Times therein mentioned; and in Default of Iſſue of ſuch Marriage in Manner therein mentioned, upon Truſt to aſſign the ſaid Truſt Monies and Premiſes to the ſaid *Rebecca Terry* if then living, or if then dead to ſuch Perſon or Perſons and in ſuch Shares and Proportions as ſhe ſhould notwithſtanding her Coverture by Deed or Will appoint, and in Default thereof in Truſt for ſuch Perſon or Perſons as would be entitled thereto as the next of Kin of the ſaid *Rebecca Terry*, in Caſe the ſaid then intended Marriage ſhould not have taken Effect, but ſhe had continued ſole and unmarried: And whereas ſoon after the Execution of the ſaid laſt recited Indenture of Settlement a Marriage was had and ſolemnized between the ſaid *William Parker Terry* and *Rebecca* his now Wife, and there is no Iſſue of ſuch Marriage now living: And whereas by Indenture bearing Date the Twenty-eighth Day of *May* One thouſand ſeven hundred and ninety-ſix, and made between the ſaid *William White* (One of the Sons of the ſaid *Benjamin White* the Elder deceaſed) of the One Part, and the ſaid *William Parker Terry* of the other Part, he the ſaid *William White* did aſſign all his the ſaid *William White*'s Eighth Part or Share (the whole into Eight Parts being divided) of and in the ſaid Leaſehold Premiſes unto the ſaid *William Parker Terry*, his Executors, Adminiſtrators, and Aſſigns, to and for his and their own Uſe and Benefit and as his and their own Property: And whereas by Indenture bearing Date the Fourth Day of *May* One thouſand ſeven hundred and ninety-five, and made between the ſaid *Richard White* (One other of the Sons of the ſaid *Benjamin White* the Elder deceaſed) of the One Part, and the ſaid *William Parker Terry* of the other Part, he the ſaid *Richard White* did aſſign all his the ſaid *Richard White*'s Eighth Part or Share (the whole into Eight Parts being divided) of and in the ſaid Leaſehoſd Premiſes unto the ſaid *William Parker Terry*, his Executors, Adminiſtrators, and Aſſigns, to and for his and their own Uſe and Benefit and as his and their own Property: And whereas the ſaid *James White* One other of the Sons of the ſaid *Benjamin White* deceaſed, duly made and publiſhed his laſt Will and Teſtament in Writing bearing Date the Twenty-ninth Day of *Auguſt* One thouſand ſeven hundred and ninety-four,

Indenture, dated May 28, 1796.

four, and thereby (after various pecuniary and ſpecific Bequeſts) gave all the Reſidue and Remainder of his Money Securities for Money Arrears of Pay Effects and Property of every Sort and Kind, as well that in Poſſeſſion as that which he was entitled to by the Sale of certain Freehold and Leaſehold Eſtates in *South Lambeth Surrey*, and otherwiſe under his ſaid Father's ſaid Will, including his Eighth Share of the ſaid Leaſehold Premiſes held under the ſaid Dean and Chapter of *Canterbury*, unto his Brother the ſaid *John White* abſolutely for his own Uſe and Benefit, ſubject to the Payment and Diſtribution of the Legacies and Bequeſts given in and by his ſaid Will and his juſt Debts, and ſubject to ſuch Codicil and Codicils and Bequeſts as he might thereafter make; and the ſaid Teſtator appointed the ſaid *John White* ſole Executor of his ſaid Will, and afterwards died ſome Time in the Year One thouſand ſeven hundred and ninety-ſix, without revoking or altering the ſame, otherwiſe than by a Codicil which did not affect the Bequeſt of the Reſidue of his Property; and the ſaid *John White* duly proved the ſaid Will together with a Codicil in the Perogative Court of the Archbiſhop of *Canterbury*, and paid off all the ſaid Teſtator's Legacies and Debts out of his Perſonal Eſtate and Effects come to his Hands: And whereas by Indenture tripartite bearing Date the Seventeenth Day of *Auguſt* One thouſand ſeven hnndred and ninety-eight, and made between *Samſon White* of the Firſt Part, the ſaid *Hannah White* (One other of the Daughters of the ſaid *Benjamin White* the Elder deceaſed) of the Second Part, the ſaid *Edmund White*, the ſaid *William White* (ſince deceaſed), and *Charles Henry White* and *Francis Henry White*, Sons of *Henry White* late of *Fifield* in the County of *Southampton* Clerk, deceaſed, of the Third Part, (being the Settlement made previouſly to the Marriage of the ſaid *Samſon White* with *Hannah* his now Wife), in Conſideration of the ſaid then intended Marriage and for other Conſiderations therein expreſſed, ſhe the ſaid *Hannah White* did aſſign, transfer, and ſet over, and the ſaid *Samſon White* did ratify and confirm unto the ſaid *Edmund White*, *William White*, *Charles Henry White* and *Francis Henry White*, all and ſingular the Part, Share, and Proportion, or Parts, Shares, and Proportions, which the ſaid *Hannah White* was beneficially poſſeſſed of, intereſted in or entitled unto, or ſhould or might become entitled to, of and in the Eſtate and Effects then late of the ſaid *Benjamin White* deceaſed, or the clear Monies or the Reſidue of the Monies to ariſe therefrom, whether as One of the reſiduary Legatees thereof named in the ſaid Will and Codicil of the ſaid *Benjamin White* deceaſed or otherwiſe, and of and in all the Dividends, Rents, Proceeds, and Produce of the ſame Eſtate and Effects, to hold the ſame unto the ſaid *Edmund White*, *William White*, *Charles Henry White*, and *Francis Henry White*, their Executors, Adminiſtrators, and Aſſigns, upon Truſt after the Solemnization of the ſaid then intended Marriage to pay the Dividends, Rents, Intereſt, and Produce of the ſaid Part, Share, or Proportion and Premiſes, and of the Funds or Securities in or upon which the ſame were or ſhould or might be inveſted, to the ſaid *Samſon White* or his Aſſigns, or otherwiſe permit him and them to receive and take the ſame for his Life, and after the Deceaſe of the ſaid *Samſon White* in Caſe the ſaid *Hannah* his Wife ſhould ſurvive him, then upon Truſt to pay the Dividends, Rents, Intereſt, and Produce thereof to the ſaid *Hannah White* or her Aſſigns, or otherwiſe permit her or them to receive the ſame for her Life, and after the Deceaſe of the Survivor of them the ſaid *Samſon White* and *Hannah* his Wife, then upon Truſt to aſſign and make over all the ſaid Part, Share, or Proportion and Premiſes, and the Funds and Securities wherein or

whereon

whereon the ſame were or ſhould then be inveſted, and the Rents, Intereſt, Dividends and Produce thereof from thenceforth to grow due and become payable to between and amongſt all and every the Child and Children of the ſaid *Samſon White* on the Body of the ſaid *Hannah* his then intended Wife to be begotten, or any One or more of them excluſive of the Reſt, in ſuch Parts, Shares, and Proportions, Manner and Form as the ſaid *Samſon White* ſhould by Deed or Will appoint; and in Default thereof to pay and make over the ſaid Truſt Monies and Premiſes to, between, and amongſt all every ſuch Child and Children of the ſaid *Samſon White* on the Body of the ſaid *Hannah White* his then intended Wife to be begotten, in ſuch Parts, Shares, and Proportions, Manner and Form as the ſaid *Hannah White* ſhould notwithſtanding her ſaid then intended Coverture by Deed or Will appoint, and in Default of ſuch Appointment then upon Truſt to pay, aſſign, and make over the ſame to between and amongſt all and every ſuch Children, if more than One, Share and Share alike, at the Ages, Days, and Times therein mentioned reſpectively; and in Default of Iſſue of ſuch Marriage as therein mentioned, then upon Truſt to aſſign the ſaid Truſt Monies and Premiſes to the ſaid *Hannah White* if then living, or if then dead to ſuch Perſon or Perſons, and in ſuch Shares and Proportions, Manner and Form as ſhe ſhould notwithſtanding her ſaid then intended Coverture by Deed or Will appoint, and in Default of ſuch Appointment in Truſt for ſuch Perſon or Perſons as would be entitled thereto as the next of Kin of the ſaid *Hannah White*, in Caſe the ſaid then intended Marriage had not taken Effect, but ſhe had continued ſole and unmarried: And whereas ſhortly after the Execution of the ſaid laſt recited Indenture of Settlement a Marriage was had and ſolemnized between the ſaid *Samſon White* and *Hannah* his now Wife, and there is Iſſue of ſuch Marriage *Emma White*, *Harriet White*, *Samſon Henry White*, *Maria White*, *Ann White*, and *Elizabeth White*, all now Infants under the Age of Twenty-one Years, and no other Child: And whereas the ſaid *William White* departed this Life on or about the Third Day of *July* in the Year One thouſand ſeven hundred and ninety-nine: And whereas by Indentures of Leaſe, Releaſe, and Aſſignment, bearing Date reſpectively the Twentieth and Twenty-firſt Days of *April* One thouſand ſeven hundred and ninety-ſeven, the Releaſe and Aſſignment made between the ſaid *Edmund White* of the Firſt Part, the ſaid *Rebecca Terry* and *William Parker Terry* of the Second Part, the ſaid *John White* of the Third Part, and *Henry Corderoy* of the Fourth Part, after reciting (among other Things) that the ſaid *James White* One of the Truſtees of the ſaid Will and Codicil of the ſaid *Benjamin White* deceaſed, had then lately departed this Life, whereby all the Truſt Eſtates, Funds, and Premiſes deviſed and bequeathed by the ſaid *Benjamin White*'s ſaid Will were become wholly veſted in the ſaid *Edmund White*, and alſo reciting that in purſuance of the Powers and Authorities in that behalf given in and by the ſaid recited Will and Codicil of the ſaid *Benjamin White* deceaſed, the ſaid *Edmund White* had with the Conſent of the ſaid *Rebecca Terry* agreed to appoint the ſaid *John White* and *William Parker Terry* to be Truſtees with him the ſaid *Edmund White* of all and ſingular the ſaid Truſt Premiſes ſo as aforeſaid then veſted in him upon or under the ſaid recited Will and Codicil of the ſaid *Benjamin White* deceaſed, in the Place and Stead of them the ſaid *Rebecca Terry* and *James White* deceaſed, it is witneſſed that he the ſaid *Edmund White*, with the Conſent of the ſaid *Rebecca Terry* teſtified as aforeſaid, and in purſuance of the Powers and Authorities in the ſaid in Part recited Will and Codicil contained, and alſo the ſaid *William Parker*

Parker Terry and *Rebecca* his Wife (according to their Eſtates and Intereſts therein) did aſſign unto the ſaid *Henry Corderoy*, his Executors, Adminiſtrators, and Aſſigns, all and ſingular the Perſonal Eſtate and Effects late of the ſaid Teſtator *Benjamin White*, and which in and by his ſaid in Part recited Will and Codicil were given, deviſed, or bequeathed to the ſaid *Edmund White*, *James White*, and *Rebecca Terry* in Truſt as therein mentioned, and which was or were then veſted in them the ſaid *Edmund White* and *Rebecca Terry*, or either of them, to hold the ſame unto the ſaid *Henry Corderoy*, his Executors, Adminiſtrators, and Aſſigns, upon Truſt nevertheleſs that he ſhould immediately after the Sealing and Delivery of the now reciting Indenture, by Deed Poll, or Writing then already prepared and intended to be indorſed thereupon, aſſign and ſet over all and ſingular the ſame Premiſes unto the ſaid *Edmund White*, *John White*, and *William Parker Terry*, their Executors, Adminiſtrators, and Aſſigns, upon the ſame Truſts as by the ſaid Will and Codicil are expreſſed concerning the ſame, or ſuch of them as were then ſubſiſting undetermined and capable of taking Effect, and accordingly by a Deed Poll or Inſtrument in Writing, bearing Date the Twenty-ſecond Day of the ſaid Month of *April* One thouſand ſeven hundred and ninety-ſeven, under the Hand and Seal of the ſaid *Henry Corderoy*, and endorſed on the ſaid recited Indenture of Releaſe and Aſſignment, he the ſaid *Henry Corderoy* in purſuance of the Truſt repoſed in him did aſſign all and ſingular the Perſonal Eſtate, Debts, Effects, and Premiſes which in and by the ſaid Indenture of Releaſe and Aſſignment were aſſigned to him the ſaid *Henry Corderoy*, his Executors, Adminiſtrators, and Aſſigns, unto the ſaid *Edmund White*, *John White*, and *William Parker Terry*, their Executors, Adminiſtrators, and Aſſigns, upon the ſeveral Truſts and for the ſeveral Ends, Intents and Purpoſes in and by the ſaid Will and Codicil mentioned and declared or directed of and concerning the ſame, or ſuch of them as were then ſubſiſting and capable of taking Effect: And whereas by Indenture bearing Date the Twelfth Day of *April* in the Year One thouſand eight hundred and nine, and made between the ſaid *Thomas Clement* of the Firſt Part, the ſaid *Mary Anne Clement* (the Daughter of the ſaid *Thomas Clement*) of the Second Part, *Frederick Gray* Gentleman of the Third Part, and *Thomas White Clement*, *Henry Clement*, *George Gray* Gentleman, and *Richard Gray* Gentleman, of the Fourth Part (being the Settlement made previouſly to the Marriage of the ſaid *Frederick Gray* with the ſaid *Mary Anne Clement* his now Wife), it was thereby agreed that the Truſtees therein named ſhould ſtand poſſeſſed of the Sum of Three hundred Pounds, upon Truſt during the joint Lives of the ſaid *Frederick Gray* and *Mary Anne* his Wife, to pay the Intereſt thereof to her or her Order for her ſeparate Uſe, and after her Deceaſe upon Truſt to pay or otherwiſe permit the ſaid *Frederick Gray* and his Aſſigns to receive the Intereſt thereof for his Life, and after the Deceaſe of the Survivor in Truſt for all and every their Child and Children in ſuch Shares and Proportions as the ſaid *Frederick Gray* and *Mary Anne* his Wife ſhould by Deed or as the Survivor ſhould by Deed or Will appoint, and in Default thereof to the Children of ſuch Marriage at ſuch Ages, Days, and Times as therein mentioned; and after reciting the ſaid recited Indenture of the Twenty-firſt Day of *June* One thouſaud ſeven hundred and eighty (being the Settlement made on the ſaid Marriage of the ſaid *Thomas Clement* with the ſaid *Jane* his Wife), he the ſaid *Thomas Clement* in purſuance of the Power reſerved to him therein did appoint unto his ſaid Daughter *Mary Anne Clement* One full Eighth Part of the ſaid *Jane Clement*'s Share of the Eſtates

Indenture, dated April 12, 1809.

and Effects of her late Father the said *Benjamin White* deceased, then remaining unsold and unpaid to her or to the Trustees of her said Settlement, and which said Eighth Part so thereby appointed it was agreed should be paid by the Trustees of the said Settlement of the Twenty-first Day of *June* One thousand seven hundred and eighty, and by the Trustees of the said recited Will of the said *Benjamin White* deceased, immediately after the Death of the said *Thomas Clement* and *Jane* his Wife unto the said *Thomas White Clement*, *Henry Clement*, *George Gray* and *Richard Gray*, and the said *Mary Anne Clement* did thereby covenant that the said One Eighth Part should when it should become payable be paid over and transferred to the said *Thomas White Clement*, *Henry Clement*, *George Gray* and *Richard Gray*, upon the same Trusts and for the same Intents and Purposes as were therein before declared concerning the said Sum of Three hundred Pounds, and it was thereby provided that in case the said *Frederick Gray* should depart this Life leaving the said *Mary Anne Clement* him surviving, and there should not be any Children or Child of the said *Frederick Gray* by the said *Mary Anne Clement* his then intended Wife, or being such all and every such Children and Child should happen to die before his, her or their respective Shares of the said several and respective Trust Monies, Estates, Stocks, Funds, and Securities thereby settled should become vested or payable, then upon further Trust that the said Trustees should stand possessed thereof upon Trust to pay the same unto the said *Mary Anne Clement*, her Executors, Administrators, or Assigns, for her and their own Use and Benefit (subject to the Life Interest of the said *Thomas Clement* and *Jane* his Wife of and in the same), and it was thereby provided that in case the said *Mary Anne Clement* should depart this Life leaving the said *Frederick Gray* her surviving, and there should not be any Children or Child of the said *Frederick Gray* by the said *Mary Anne Clement*, or being such all and every such Child and Children should happen to die before his, her or their respective Shares of the said Trust Monies should become vested and payable, then upon further Trust that the said Trustees *Thomas White Clement*, *Henry Clement*, *George Gray*, and *Richard Gray* should stand possessed thereof, upon Trust to pay the same unto the said *Frederick Gray*, his Executors, Administrators or Assigns, for his and their own Use and Benefit (subject to the Life Interest of the said *Thomas Clement* and *Jane* his Wife therein): And whereas the said *Frederick Gray*, on or about the Thirteenth Day of *April* in the Year One thousand eight hundred and nine, intermarried with the said *Mary Anne Clement* his now Wife, and hath no Issue by her: And whereas by Indenture bearing Date the Twenty-second Day of *July* in the Year One thousand eight hundred and nine, and made between the said *Thomas Clement* of the First Part, the said *Thomas White Clement* (the Eldest Son of the said *Thomas Clement* by the said *Jane* his Wife) of the Second Part, *Mary Anne Clement* Spinster (Daughter of *John Clement* of *Emsworth*, in the County of *Southampton*, Esquire) of the Third Part, the said *John Clement* of the Fourth Part, and *James Woods* Gentleman, *Henry Clement* Banker, and *John Trimming* Gentleman of the Fifth Part (being the Settlement made previously to the Marriage of the said *Thomas White Clement* with the said *Mary Anne* his now Wife), she the said *Mary Anne Clement* (Party thereto) did assign a certain Policy of Assurance, and the Sum of Six hundred Pounds thereby assured unto the said *James Woods*, *Henry Clement*, and *John Trimming* upon Trust during the Joint Lives of the said *Thomas White Clement* and *Mary Anne Clement*, Party thereto, to pay the Interest thereof to her or her Order for her separate

Indenture, dated July 22, 1809.

Uſe; and after her Deceaſe upon Truſt to pay or permit the ſaid *Thomas White Clement* and his Aſſigns to receive the ſame for his Life; and after the Deceaſe of the Survivor in Truſt for all and every the Child and Children of the ſaid then intended Marriage in ſuch Shares and Proportions as the ſaid *Thomas White Clement* and *Mary Anne Clement*, Party thereto, ſhould by Deed jointly, or as the Survivor ſhould by Deed or Will appoint, and in Default of Appointment to the Children equally at ſuch Ages, Days, and Times as therein mentioned; and after reciting the ſaid recited Indenture of the Twenty-firſt Day of *June* One thouſand ſeven hundred and eighty, (being the Settlement made on the Marriage of the ſaid *Thomas Clement* with the ſaid *Jane* his Wife) he the ſaid *Thomas Clement*, in purſuance of the Power reſerved to him therein, did appoint unto his Son the ſaid *Thomas White Clement* One full Eighth Part of the ſaid *Jane Clement*'s Share of the Eſtates of her late Father the ſaid *Benjamin White* deceaſed, yet remaining unſold and unpaid to her or to the Truſtees of her ſaid Settlement, and which ſaid Eighth Part ſo thereby appointed it was agreed ſhould be paid by the Truſtees of the ſaid recited Settlement of the Twenty-firſt Day of *June* One thouſand ſeven hundred and eighty, and by the Truſtees of the ſaid recited Will of the ſaid *Benjamin White* deceaſed, immediately after the Death of the ſaid *Thomas Clement* (Party thereto), and *Jane* his Wife, unto the ſaid *James Woods*, *Henry Clement*, and *John Trimming*, and that they ſhould ſtand poſſeſſed thereof upon Truſt to permit the ſaid *Thomas White Clement* and his Aſſigns to receive the Intereſt thereof for his Life, and after his Deceaſe then in Truſt to permit the ſaid *Mary Anne Clement*, Party thereto, and her Aſſigns to receive the Intereſt thereof for her Life, and after the Deceaſe of the Survivor of them to pay and apply the whole of the ſaid Monies and the Dividends and Intereſt thereof to the ſame Perſons upon the ſame Truſts and ſubject to the ſame Proviſoes as were thereinbefore declared concerning the ſaid Sum of Six hundred Pounds; and it was thereby provided that in caſe the ſaid *Thomas White Clement* ſhould depart this Life leaving the ſaid *Mary Anne Clement*, Party thereto, him ſurviving, and there ſhould not be any Child or Children of the ſaid *Thomas White Clement* by the ſaid *Mary Anne Clement*, Party thereto, his then intended Wife, or being ſuch all and every ſuch Child and Children ſhould die before his, her, or their reſpective Shares of the ſaid ſeveral and reſpective Truſt Monies, Eſtates, Stocks, Funds, and Securities thereby ſettled ſhould become veſted or payable, then that the ſaid Truſtees ſhould ſtand poſſeſſed thereof upon Truſt to pay the ſame unto the ſaid *Mary Anne Clement*, Party thereto, her Executors, Adminiſtrators, or Aſſigns, ſubject to the Life Intereſt of the ſaid *Thomas Clement* and *Jane* his Wife of and in the ſame; and it was thereby provided, that in caſe the ſaid *Mary Anne Clement*, Party thereto, ſhould depart this Life leaving the ſaid *Thomas White Clement* her ſurviving, and there ſhould not be any Children or Child of the ſaid *Thomas White Clement* by the ſaid *Mary Anne Clement*, (Party thereto), or being ſuch all and every ſuch Child and Children ſhould die before his, her, or their reſpective Shares of the ſaid Truſt Monies ſhould become veſted or payable, then that the ſaid Truſtees ſhould ſtand poſſeſſed of the ſame upon Truſt to pay and aſſign the ſame unto the ſaid *Thomas White Clement*, his Executors, Adminiſtrators, or Aſſigns, ſubject as aforeſaid: And whereas the ſaid *Thomas White Clement*, on or about the Twenty-fourth Day of *July* in the Year One thouſand eight hundred and nine, intermarried with the ſaid *Mary Anne Clement*, Daughter of the ſaid *John Clement* of *Emſworth*, and hath no Iſſue by her:

And

And whereas by Indenture of Leaſe bearing Date the Thirtieth Day of *June* in the Year One thouſand eight hundred and two, and made between the the ſaid Dean and Chapter of the Cathedral and Metropolitical Church of *Chriſt, Canterbury*, of the One Part, and the ſaid *Edmund White*, *John White*, and *William Parker Terry*, therein deſcribed as Truſtees of the ſaid *Benjamin White* deceaſed, of the other Part, and which has ſince been renewed to them in Conſideration of the Surrender of the former Leaſe, and for other Conſiderations therein expreſſed, the ſaid Dean and Chapter did demiſe unto the ſaid *Edmund White*, *John White*, and *William Parker Terry*, all that Meſſuage or Tenement in *South Lambeth* in the County of *Surrey*, wherein Sir *William Forſter* Knight formerly dwelt and inhabited, together with the Barns, Stables, Outhouſes, Yards, Orchards, and Garden to the ſame belonging, occupied, uſed, and enjoyed therewith, and alſo all and ſingular the Implements, Wainſcot, Shelves, Glaſs Windows, and other Things belonging and remaining within and about the ſaid Meſſuage or Tenement, and alſo all thoſe ſeveral Cloſes of Land, Meadow, Arable and Paſture, containing by Eſtimation Twenty-three Acres therein and hereinafter particularly recited; (that is to ſay), Firſt, One Cloſe of Land containing by Eſtimation Three Acres, more or leſs, adjoining to the Premiſes lying and being on the Eaſt Side of the ſaid Houſe; Secondly, and alſo One Cloſe of Land containing by Eſtimation Seven Acres, be it more or leſs, now or late in the Occupation of *Robert Scott*; Thirdly, and alſo One other Acre of Land late in the Tenure or Occupation of *Robert Jeſton*; Fourthly, and alſo all that Cloſe of Land containing by Eſtimation Nine Acres, more or leſs, late in the Tenure of *Garrett Wankee*; and Fifthly, Two Acres of Meadow, late in the Occupation of *Garrett Wankee*; all which Premiſes it is in the ſaid Indenture of Leaſe ſtated theretofore came into the Hands and Poſſeſſion of the ſaid Dean and Chapter by Eſcheat, and were then late in the Occupation of *Thomas Bartholomew* or his Aſſigns; and alſo, all that Piece or Parcel of Land ſituate in *South Lambeth* aforeſaid, theretofore Part of the Waſte of the Manor of *Fauxhall*, containing by Admeaſurement One Acre, Three Roods, and Eighteen Perches and a half, little more or leſs, the Eaſt End whereof, containing about Forty-two feet in Length, abuts upon the Waſte Land of the ſaid Manor of *Fauxhall*, and the Weſt End thereof, containing in Length about Two hundred and nineteen Feet, abuts alſo upon the Waſte Land of the ſaid Manor, and doth abut on the Turnpike Road leading from *Clapham* to *London* South, upon a Road leading from the ſaid Turnpike Road to another Road leading from *Fauxhall* to *Clapham* South-weſt, and upon the Lands before deſcribed, called *Fauxhall Eſcheat*, North-eaſt, North and North-weſt as the ſaid Piece or Parcel of Land was then incloſed and laid in and uſed and occupied with the ſaid Lands called *Fauxhall Eſcheat*, to hold the ſame unto the ſaid *Edmund White*, *John White*, and *William Parker Terry*, their Executors, Adminiſtrators, and Aſſigns, from the Feaſt of the Annunciation of the Bleſſed Virgin *Mary* then laſt paſt before the Date thereof for the Term of Twenty-one Years, at and under the clear yearly Rent of Thirty-two Shillings payable as therein mentioned and ſubject to the Covenants and Agreements therein contained: And whereas by Articles of Agreement indented, bearing Date the Twenty-third Day of *February* One thouſand eight hundred and eight, and made between the ſaid Dean and Chapter of the One Part, and the ſaid *Edmund White*, *John White*, and *William Parker Terry* of the other Part, reciting the ſaid Indenture of Leaſe of the Thirtieth Day of *June* One thouſand eight hundred and two, and alſo reciting that the whole or a conſiderable Part of the ſaid Hereditaments

Articles of Agreement for Application to Parliament, Feb. 23, 1808.

Hereditaments and Premiſes compriſed in and demiſed by the ſaid Indenture of Leaſe might be let to very great Advantage by granting One or more building Leaſe or building Leaſes of the ſame Premiſes, the ſaid Dean and Chapter, and alſo the ſaid *Edmund White*, *John White*, and *William Parker Terry* were mutually deſirous of granting ſuch Leaſes accordingly, but as ſuch their Intention could not be carried into Execution without the Aid and Authority of Parliament, they had agreed to apply to Parliament for that Purpoſe, and to enter into ſuch Covenants and Agreements in that Reſpect as were thereinafter mentioned and contained, it was then witneſſed and it was thereby mutually agreed and declared between and by the ſaid Parties thereto, and the ſaid Dean and Chapter did thereby for themſelves and their Succeſſors, covenant, promiſe and agree with and to the ſaid *Edmund White*, *John White*, and *William Parker Terry*, their Executors, Adminiſtrators, and Aſſigns, and the ſaid *Edmund White*, *John White*, and *William Parker Terry* did thereby for themſelves, their Executors, Adminiſtrators, and Aſſigns, covenant, promiſe and agree with and to the ſaid Dean and Chapter and their Succeſſors in Manner following; that is to ſay, that they the ſaid Dean and Chapter or their Succeſſors, and alſo the ſaid *Edmund White*, *John White*, and *William Parker Terry*, or their Executors, Adminiſtrators, or Aſſigns, would at their mutual and equal Coſts and Charges, during the then preſent, the then next or ſome ſubſequent Seſſion of Parliament, apply for and uſe their utmoſt Endeavours to obtain an Act of Parliament to authorize and empower the ſaid Dean and Chapter and their Succeſſors, and alſo the ſaid *Edmund White*, *John White*, and *William Parker Terry*, their Executors, Adminiſtrators, and Aſſigns, to join and concur with each other in demiſing or leaſing all or any Part of the Hereditaments and Premiſes compriſed in and demiſed by the ſaid Indenture of Leaſe, either altogether or in ſeparate Parcels, to any Perſon or Perſons who ſhould improve, or covenant, or agree to improve the ſame by erecting or building thereupon any new Houſe or Houſes, Erections or Buildings, or to rebuild or repair any of the Houſes, Erections, or Buildings whatſoever which then were or which thereafter ſhould or might be upon the ſaid Hereditaments and Premiſes or any Part thereof reſpectively, for any Term or Number of Years, not exceeding the Term of Ninety-eight Years, under the Stipulations, Conditions, and Agreements thereinafter mentioned; and alſo to lay out and appropriate any Part of the Premiſes to be compriſed in ſuch Leaſe or Leaſes as and for a Way or Paſſage for the Uſe and Occupation of the Leſſees or other Occupiers of the ſame, but ſo that every ſuch Term ſo to be granted as aforeſaid be made to take Effect in Poſſeſſion and not in Reverſion, or by Way of future Intereſt, and ſo that the beſt and moſt improved yearly Rent which could be reaſonably gotten or obtained for the Premiſes which ſhould be ſo demiſed as aforeſaid be reſerved on every ſuch Leaſe, and made payable quarterly on the Four moſt uſual Feaſts or Days of Payment of Rent in the Year during the Continuance of the Term or reſpective Terms ſo to be granted as aforeſaid, without taking any Fine, Premium, or Foregift for the making thereof, or any Thing in the nature of a Fine, Premium, or Foregift, and ſo that the Rent to be reſerved on every ſuch Demiſe or Leaſe as aforeſaid be made payable in Manner therein and hereinafter mentioned; (that is to ſay), One Moiety or Half Part of ſuch Rent ſhould during the Continuance of the Term to be granted by each ſuch Leaſe be made payable to the ſaid Dean and Chapter and their Succeſſors, and the other Moiety or Half Part thereof ſhould be made payable to the ſaid *Edmund White*, *John White*, and *William*

Parker Terry, their Executors, Adminiſtrators, and Aſſigns; and it was thereby further agreed and declared between and by the ſaid Parties thereto, and the ſaid *Edmund White*, *John White*, and *William Parker Terry* did thereby jointly for themſelves, their Heirs, Executors, and Adminiſtrators, and each of them did ſeparately for himſelf, his Heirs, Executors, and Adminiſtrators, covenant, promiſe and agree with and to the ſaid Dean and Chapter and their Succeſſors, that from and immediately after the paſſing of the aforeſaid Act of Parliament, and thenceforth until the Whole of the ſaid Hereditaments and Premiſes compriſed in the ſaid recited Indenture of Leaſe of the Thirtieth Day of *June* One thouſand eight hundred and two, ſhould be covered with Houſes and Buildings in Manner therein-after mentioned, they the ſaid *Edmund White*, *John White*, and *William Parker Terry*, their Executors, Adminiſtrators, and Aſſigns, ſhould and would on or before every Seventh Year, to be computed from the Feaſt of the Annunciation of the Bleſſed Virgin *Mary* One thouſand eight hundred and two, and thenceforth during the Continuance of the Term or reſpective Terms to be granted for the Purpoſe of Building as aforeſaid, ſurrender to the ſaid Dean and Chapter and their Succeſſors, for the Purpoſe of Renewal, upon the uſual Terms, the then ſubſiſting Leaſe of all ſuch and ſo many and ſuch Part and Parts of the Hereditaments and Premiſes compriſed in the ſaid Indenture of the Thirtieth Day of *June* One thouſand eight hundred and two, as ſhould at the Time of each ſuch Surrender remain unlet upon any ſuch Building Leaſe or Building Leaſes as aforeſaid, and that they the ſaid *Edmund White*, *John White*, and *William Parker Terry*, their Executors, Adminiſtrators, and Aſſigns, ſhould and would on every ſuch Surrender for the Purpoſe of Renewal as aforeſaid, pay to the ſaid Dean and Chapter and their Succeſſors ſuch Sum of Money by Way of Fine for Renewal, to be calculated as Fines are then uſually calculated by the ſaid Dean and Chapter upon the Renewal of Leaſes of their Eſtates of ſimilar Deſcription, and in Proportion to ſo much and ſuch Part and Parts of the Hereditaments and Premiſes compriſed in the ſaid Indenture of the Thirtieth Day of *June* One thouſand eight hundred and two, as ſhould from Time to Time remain unlet on ſuch Building Leaſe or Leaſes; and that in caſe any Part or Parts of the Hereditaments and Premiſes compriſed in the ſaid Indenture of the Thirtieth Day of *June* One thouſand eight hundred and two, ſhould be let out upon any ſuch Building Leaſe or Building Leaſes as aforeſaid, between the Time of any Surrender and Renewal which ſhould then have laſt been made, in purſuance of the Covenant for that Purpoſe thereinbefore contained, and the Time thereby appointed for the then next immediate Surrender and Renewal, then and in that Caſe they the ſaid *Edmund White*, *John White*, and *William Parker Terry*, their Executors, Adminiſtrators, and Aſſigns, ſhould pay to the ſaid Dean and Chapter and their Succeſſors a Fine for ſo much and ſuch Part of the ſame Premiſes as ſhould be ſo leaſed and demiſed as aforeſaid between the Time of the then laſt Surrender and Renewal, up to the Time at which the ſame ſhould be ſo let out on Building Leaſe as aforeſaid, and the Fine ſo to be paid as laſt therein-before is mentioned ſhould be taken and calculated after the ſame Rate as is taken and calculated upon every Septennial Fine of ſo much of the aforeſaid Hereditaments and Premiſes, as at the Time of ſuch Surrender and Renewal ſhould remain unlet as therein-before is mentioned, and in an equal and juſt Proportion to ſuch Fine; and the ſaid Dean and Chapter did thereby for themſelves and their Succeſſors covenant with the ſaid *Edmund White*, *John White*, and *William Parker Terry*, their

their Executors, Administrators, and Assigns. that they the said Dean and Chapter and their Successors, would during the Term or Time therein-before mentioned, accept the Surrender or Surrenders so to be made to them as aforesaid, and would grant such Renewal or Renewals in pursuance thereof in Manner aforesaid and according to the true Intent and Meaning thereof; and it was thereby provided and agreed, that if the said *Edmund White*, *John White*, and *William Parker Terry*, their Executors, Administrators, or Assigns, should decline or neglect to make such Surrender or Surrenders for the Purpose of Renewal, and to pay such Fine or Fines thereupon as aforesaid, contrary to the Covenant and Agreement therein-before entered into by them in that Behalf, at or before the *Midsummer* Audit of the said Dean and Chapter then next ensuing, then and in that Case all such and so many and such Part and Parts of the Hereditaments and Premises comprised in the said Indenture of Lease of the Thirtieth Day of *June* One thousand eight hundred and two, as should at the Time of the Determination of the then subsisting or any renewed Lease thereof remain unlet upon any such Building Lease or Building Leases as aforesaid, should from and immediately after the Determination of such subsisting or renewed Lease, revert and belong to the said Dean and Chapter and their Successors, freed and absolutely discharged of and from all Right, Title, and Interest of the said *Edmund White*, *John White*, and *William Parker Terry*, their Executors, Administrators, and Assigns, and of each and every of them to or in the said last-mentioned Premises or any Part thereof; and it was thereby further agreed, that the said Dean and Chapter and their Successors should, in case of such Neglect as aforesaid, at or immediately after such Determination of the said subsisting or any such renewed Lease as therein-before was mentioned, of themselves and of their own proper Authority be enabled, and without the Consent or Concurrence of the said *Edmund White*, *John White*, and *William Parker Terry*, their Executors, Administrators, or Assigns, or any of them, to make and execute such Building Leases of all such and so many and such Part and Parts of the Hereditaments and Premises comprised in the said Indenture of the Thirtieth Day of *June* One thousand eight hundred and two, as should at the Time of such Determination of the said subsisting or renewed Lease remain unlet for the Purposes aforesaid, in such and the same Manner in all Respects as they should be authorized and empowered by the said Act to make and execute jointly and with the Concurrence of the said *Edmund White*, *John White*, and *William Parker Terry*, their Executors, Administrators, and Assigns; and it was thereby further agreed that in that Case the Whole of the Rent or Rents to be reserved upon any Building Lease or Building Leases which should be granted of the said last mentioned Premises from and after such Determination of the said subsisting or any renewed Lease thereof as aforesaid, should be made payable to the said Dean and Chapter and their Successors only during the Continuance of such last-mentioned Lease or Leases; and it was thereby further agreed, and the said *Edmund White*, *John White*, and *William Parker Terry*, did thereby jointly for themselves, their Heirs, Executors, and Administrators, and each of them did separately for himself, his Heirs, Executors, and Administrators, further covenant with and to the said Dean and Chapter and their Successors, that they the said *Edmund White*, *John White*, and *William Parker Terry*, their Executors, Administrators, and Assigns, should from Time to Time and at all Times thereafter during the Continuance of the then subsisting Lease, and of every renewed Lease of the Hereditaments and Premises comprised

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in the ſaid Indenture of the Thirtieth Day of *June* One thouſand eight hundred and two, or of any Part thereof reſpectively, and alſo during the Continuance of any Building Leaſe or Building Leaſes to be made and executed by the ſaid Dean and Chapter or their Succeſſors, and by the ſaid *Edmund White*, *John White*, and *William Parker Terry*, their Executors, Adminiſtrators or Aſſigns, by virtue of thoſe Preſents and of the ſaid Act to be obtained in purſuance thereof, well and truly pay or cauſe to be paid unto the ſaid Dean and Chapter and their Succeſſors, the ſaid annual Sum or yearly Rent of Thirty-two Shillings reſerved on the ſaid Indenture of Leaſe of the Thirtieth Day of *June* One thouſand eight hundred and two, on or at the Feaſt and in the Manner therein mentioned and appointed for the Payment thereof; and it was thereby further agreed, that from and immediately after the Expiration of any Building Leaſe or Building Leaſes to be made and granted by virtue thereof, and of the ſaid Act to be obtained in purſuance thereof, all and ſingular the Hereditaments and Premiſes compriſed in and demiſed by the ſaid Indenture of Leaſe of the Thirtieth Day of *June* One thouſand eight hundred and two, and which ſhould be compriſed in and demiſed by ſuch Building Leaſe or Building Leaſes reſpectively, ſhould revert, return, and belong to the ſaid Dean and Chapter and their Succeſſors, for their own abſolute and excluſive Uſe and Benefit; and it was thereby further agreed, that in every Building Leaſe, ſo to be granted as thereinbefore was mentioned, there ſhould be contained Covenants on the Part of each Leſſee of every ſuch Leaſe to the following Effect; that is to ſay, that each ſuch Leſſee, his Executors, Adminiſtrators or Aſſigns, ſhould from Time to Time during the Continuance of his Leaſe pay to the ſaid Dean and Chapter and their Succeſſors, and alſo to the ſaid *Edmund White*, *John White*, and *William Parker Terry*, their Executors, Adminiſtrators, and Aſſigns, the yearly Rent to be reſerved on ſuch Leaſe, and made payable to them at the Times and in the Shares and Manner in which the ſame ſhould be reſerved by each ſuch Leaſe, and alſo that each ſuch Leſſee, his Executors, Adminiſtrators, and Aſſigns, ſhould within the Time agreed upon between the Parties cauſe the Ground compriſed in his Leaſe to be covered with Houſes and Buildings, agreeably to the Plan or Plans to be drawn up and ſtipulated between the Parties, and that all and ſingular the Houſes and Buildings which ſhould be erected purſuant to the Covenants to be ſo inſerted in that Behalf, ſhould be good and ſubſtantial Houſes and Buildings, and ſhould be approved of by the Surveyors of the ſaid Dean and Chapter and their Succeſſors, and of the ſaid *Edmund White*, *John White*, and *William Parker Terry*, their Executors, Adminiſtrators, and Aſſigns, and that the Materials to be made uſe of in ſuch Buildings ſhould from Time to Time be ſubject to the Inſpection and Approbation of ſuch Surveyors, and that every ſuch Leſſee, his Executors, Adminiſtrators, and Aſſigns, ſhould from Time to Time and at all Times during the Term to be ſo granted to him and them well and ſufficiently repair, amend, uphold, and keep all and ſingular the Meſſuages, Buildings, Walls, and other Erections which during the Term ſo to be granted ſhould be ſtanding, being erected or built on the Premiſes ſo to be demiſed, with all Manner of neceſſary Reparations and Amendments whatſoever, when, where and as often as Occaſion ſhould require, and ſhould on the Expiration or other ſooner Determination of the Term ſo to be granted, ſurrender and yield up to the ſaid Dean and Chapter or their Succeſſors, all and ſingular the Premiſes to be ſo demiſed, and alſo all and ſingular the Meſſuages or Tenements, Buildings, Walls, and other Erections built or to be built on the ſame Premiſes,

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in good Plight and Condition; and alſo that it ſhould be lawful for the ſaid Dean and Chapter and their Succeſſors, and alſo for the ſaid *Edmund White*, *John White*, and *William Parker Terry*, their Executors, Adminiſtrators, and Aſſigns, and for their Agents, Stewards, or Surveyors, either with or without Workmen at convenient Times in the Day Time, Twice or oftener in every Year during each Term to be ſo granted, to enter into and upon the Premiſes which ſhould be ſo demiſed, or in, to, or upon any Part thereof, for the Purpoſe of viewing and aſcertaining the State and Condition of the ſame, and of all Defects, Decays, and Want of Reparation which upon any ſuch View ſhould be found, to give or leave Notice in Writing or otherwiſe on the Premiſes to be ſo demiſed or ſome Part thereof, for the Leſſee of the Premiſes, his Executors, Adminiſtrators and Aſſigns, to repair or amend the ſame within the Space of Six Calendar Months next after ſuch Notice ſhould be given or left as aforeſaid, and that within the Space of Six Calendar Months next after ſuch Notice, the ſaid Leſſee of the ſame Premiſes, his Executors, Adminiſtrators and Aſſigns, ſhould repair and amend the ſame accordingly; and alſo that in every Building Leaſe to be made of the aforeſaid Hereditaments there ſhould be contained Conditions of Re-entry for Non-payment of the Rent to be thereby reſerved or Non-performance of the Covenants, Proviſoes, or Conditions on the reſpective Leſſees Part, and alſo all ſuch other Clauſes, Covenants, Conditions, and Agreements as ſhould be conſiſtent with the general Scope and true Intent and Meaning of the ſaid Articles of Agreement, and as ſhould be uſually inſerted in Leaſes of a ſimilar Deſcription, and ſo as the reſpective Leſſees do ſeverally execute Counterparts of their reſpective Leaſes: And whereas the ſaid *Mary White*, One of the Daughters of the ſaid *Benjamin White* deceaſed, is unmarried: And whereas the ſaid *Benjamin Clement*, *John Clement*, *Henry Clement*, and *Martha Clement*, Four of the Children of the ſaid *Thomas* and *Jane Clement*, are all unmarried: And whereas it is for the mutual Benefit of the ſaid Dean and Chapter of the Cathedral and Metropolitical Church of *Chriſt*, *Canterbury*, and the ſeveral other Perſons beneficially intereſted in the Premiſes compriſed in the ſaid Agreement and in the Schedule to this Act annexed, that the ſaid Agreement ſo entered into by and between the ſaid Dean and Chapter and the ſaid *Edmund White*, *John White*, and *William Parker Terry*, as Truſtees of the ſaid *Benjamin White* deceaſed as aforeſaid, ſhould be carried into Execution: But by Reaſon of the ſeveral Laws now in force and the Truſts declared by the ſaid ſeveral recited Indentures of Settlement, the ſame cannot be effected without the Aid and Authority of Parliament: Therefore Your Majeſty's moſt dutiful and loyal Subjects the ſaid Dean and Chapter of the Cathedral and Metropolitical Church of *Chriſt*, *Canterbury*, for and on Behalf of themſelves and their Succeſſors, and alſo the ſaid *Edmund White*, *John White*, and *William Parker Terry*, as ſuch Truſtees as aforeſaid, and the ſaid *John White* and *Mary White*, and alſo the ſaid *Thomas Clement* and *Jane* his Wife, for and on Behalf of themſelves and the ſaid *William Clement* and *James White Clement* their Infant Children, and alſo *Benjamin Clement*, *John Clement*, Son of the ſaid *Thomas Clement*, *Henry Clement*, and *Martha Clement*, and alſo the ſaid *William Parker Terry* and *Rebecca* his Wife, and alſo the ſaid *Samſon White* and *Hannah* his Wife, for and on Behalf of themſelves and the ſaid *Emma White*, *Harriett White*, *Samſon Henry White*, *Maria White*, *Ann White*, and *Elizabeth White*, their Infant Children, and alſo the ſaid *Frederick Gray* and *Mary Anne* his Wife, and alſo the ſaid *Thomas White Clement* and *Mary Anne*

his Wife, do moſt humbly beſeech Your Majeſty that it may be enacted, and be it enacted by the King's moſt Excellent Majeſty, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That from and after the paſſing of this Act it ſhall and may be lawful to and for the ſaid Dean and Chapter of the Cathedral and Metropolitical Church of *Chriſt, Canterbury*, and their Succeſſors, and alſo to and for the ſaid *Edmund White*, *John White*, and *William Parker Terry*, and the Survivors and Survivor of them, and the Executors or Adminiſtrators of ſuch Survivor, and the Aſſignee or Aſſignees of them the ſaid *Edmund White*, *John White*, and *William Parker Terry*, or of the Survivors or Survivor of them, or the Truſtees or Truſtee for the Time being under the Will of the ſaid *Benjamin White*, and they are hereby authorized and empowered, notwithſtanding any Statute or Statutes, or Act or Acts of Parliament heretofore made and now in Force, from Time to Time by Indenture or Indentures duly executed under the common Seal of the ſaid Dean and Chapter, and alſo under the Hands and Seals of the ſaid *Edmund White*, *John White*, and *William Parker Terry*, or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, or of the Aſſignee or Aſſignees of them the ſaid *Edmund White*, *John White*, and *William Parker Terry*, or of the Survivors or Survivor of them, or the Truſtee or Truſtees for the Time being under the Will of the ſaid *Benjamin White*, to grant or make any Demiſe or Leaſe, Demiſes or Leaſes of all or any Part or Parts of the Meſſuages, Lands, Tenements, Hereditaments, and Premiſes compriſed in the ſaid recited Agreement and in the ſaid Schedule to this Act annexed, and of all Buildings on the ſame Lands and Hereditaments or any of them, and alſo of all Ways, Watercourſes, Rights, Eaſements, Liberties, Privileges, Profits, Commodities, Advantages, and Appurtenances whatſoever thereto belonging, unto any Perſon or Perſons for any Term or Number of Years not exceeding Ninety-eight Years, to take Effect in Poſſeſſion for the Purpoſe of making new Buildings, Erections, or Improvements on the ſame Premiſes or any of them, or any Part or Parts thereof, in Manner and under and ſubject to the yearly Rent or Rents, Covenants, Proviſoes, Conditions, Stipulations, and Agreements mentioned, expreſſed, or contained in the ſame Agreement and hereinbefore recited or ſet forth, and according to the true Intent and Meaning of the ſame Agreement.

The Dean and Chapter of Canterbury, Edmund White, John White, and W. Parker Terry, to grant Building Leaſes for 98 Years.

II. Provided always, and be it further enacted, That any Renewal of the preſent ſubſiſting Leaſe from the ſaid Dean and Chapter of *Canterbury* to the ſaid *Edmund White*, *John White*, and *William Parker Terry*, of the Premiſes compriſed in the ſaid Articles of Agreement, or of the Leaſes which ſhall be from Time to Time granted in lieu of the ſaid preſent ſubſiſting Leaſe, ſhall not be conſtrued to be a Surrender by Operation of Law of the then exiſting Terms of Ninety-eight Years, or in any Reſpect whatever affect the Validity of ſuch exiſting Terms of Ninety-eight Years, any Law or Statute to the contrary notwithſtanding.

Renewal of ſubſiſting Leaſe not to affect the Validity of the Building Leaſes.

III. Saving always to the King's moſt Excellent Majeſty, His Heirs and Succeſſors, and to all and every Perſon and Perſons, Bodies Politic, Corporate and Collegiate, and their reſpective Heirs, Succeſſors, Executors, and Adminiſtrators, (other than and except the ſaid Dean and Chapter of the ſaid Cathedral and Metropolitical Church of *Chriſt, Canterbury*, and their Succeſſors,

General Saving.

sors, and alſo except the ſaid *Edmund White*, *John White*, and *William Parker Terry*, and their reſpective Executors, Adminiſtrators, and Aſſigns, and alſo ſave and except all and every other Perſon and Perſons whomſoever claiming or to claim any Eſtate, Right, Title, or Intereſt in, to, or out of the ſaid Hereditaments compriſed in the ſaid recited Agreement, and in the ſaid Schedule to this Act annexed, or any Part thereof, from or under the ſaid *Benjamin White* deceaſed, or under or by virtue of the ſaid Will and Codicil of the ſaid *Benjamin White* deceaſed, or of the ſaid Will of the ſaid *James White* deceaſed, or under or by virtue of any Settlement, Deed, or Inſtrument herein-before mentioned or recited, and their reſpective Heirs, Executors, Adminiſtrators, and Aſſigns), all ſuch Eſtate, Right, Title, Intereſt, Property, Claim, and Demand whatſoever of, in, to or out of the ſame Hereditaments and Premiſes as they or any of them had or were entitled to at or before the paſſing of this Act, or could or might have had, held or enjoyed in caſe this Act had not been made.

Act to be admitted as Evidence.

IV. And be it further enacted, That this Act ſhall be printed by the Printer to the King's moſt Excellent Majeſty, and a Copy thereof ſo printed, ſhall be admitted as Evidence thereof by all Judges, Juſtices, and others.

The

The SCHEDULE to which the foregoing Act refers.

	A.	R.	P.
A large Piece of Ground now used as a Garden, with several Buildings thereon, adjoining the High Road from Kennington to Clapham, together with a Piece of Waste Land lately inclosed and added thereto, in the Occupation of George Field, and containing - -	10	0	8
An Inclosure of Grass Land adjoining the Road leading from South Lambeth to Stockwell Green, in the Occupation of Thomas Husband, containing - -	1	2	9
A large Lath and Plaistered and Brick Dwelling-house, with sundry Offices and Out-buildings, in the Occupation of the said Thomas Husband, and also Garden and Grass Land adjoining, containing about one Acre; also a Piece of Garden and Grass Land, in the Occupation of Thomas Brett, with Stable and Out-buildings thereon, containing about Three Acres and a Quarter;—these Lands and Buildings are situate at South Lambeth, and contain together	4	0	11
A Piece of Land, consisting partly of Garden and partly of Orchard and Pleasure Ground, situate at South Lambeth, in the Occupation of Ludewig De Witte, and containing	4	1	33
A Piece of Grass Land adjoining the Road leading from Vauxhall to Wandsworth, and separated from the last described Piece by a Road or Foothpath; this Piece of Land is in the Occupation of John Stanton, and contains -	4	2	25
Sundry Buildings and a Piece of Land called Battens, situate adjoining Cox's Bridge on the Road leading from Vauxhall to Wandsworth, in the Occupation of Edward Shearing, and containing - - -	2	2	21
Total Quantity of Land - -	27	1	27

Nath^l Kent.

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