ANNO QUADRAGESIMO SECUNDO

GEORGII III. REGIS.

Cap. 85.

An Act to enable the High Court of Chancery to authorize and empower the Deviſees in Truſt under the Will of *John Glover*, late of *King Street* in the Pariſh of *Saint George* in the County of *Middleſex*, Gentleman, to grant a Leaſe, for the Term of Ninety-nine Years, of the Meſſuage or Tenement therein mentioned, being Part of the Eſtate deviſed by the ſaid Will, purſuant to an Agreement therein recited, or for ſuch ſhorter Term of Years and upon ſuch other Conditions as to the ſaid Court ſhall ſeem reaſonable.

[3d *June* 1802.]

John Glover at the Time of his Death was ſeiſed in Fee of certain Premiſes.

WHEREAS *John Glover*, late of *King Street* in the Pariſh of *Saint George*, in the County of *Middleſex*, Gentleman, at the Time of making his Will herein-after mentioned, and at his Death, was, amongſt other Eſtates, ſeiſed in Fee Simple of and in a certain Meſſuage or Tenement, with the Appurtenances, ſituate in *Wapping High Street* in the Pariſh of *Saint John, Wapping*, in the County of *Middleſex*, ſubject to a Leaſe thereof made by the ſaid *John Glover* to *Peter*

Taylor of the ſame Place, Block Maker, for a Term of Twenty-one Years, from the Feaſt of *Saint Michael* the Archangel, in the Year of our Lord One thouſand ſeven hundred and eighty-eight, at the clear annual Rent of Forty-two Pounds: And whereas the ſaid *John Glover* duly made and publiſhed his laſt Will and Teſtament in Writing, bearing Date on or about the Twenty-eighth Day of *March* One thouſand ſeven hundred and ninety-two, which was executed and atteſted in ſuch Manner and Form as the Law requires for rendering valid Deviſes of Lands and Tenements, and thereby gave and beqeathed unto his Daughter *Sarah*, now the Wife of *Richard Britain*, but then Wife of *Charles Seymour Wiltſhire*, One Annuity or clear yearly Sum of Fifty Pounds of lawful Money of *Great Britain*, to be paid and payable by his Executors therein-after named, Quarterly, during her Life; but it was his expreſs Will and Mind, that the Payment of the ſaid Annuity ſhould not commence until *Lady Day* One thouſand ſeven hundred and ninety-five, and that the ſame ſhould be paid from Time to Time into her own proper Hands, for her own ſole Uſe and Benefit, independant of her then preſent or any after taken Huſband, and that her Receipt alone ſhould be a good and ſufficient Diſcharge for the ſame to his Executors; and his Will further was, that in caſe his ſaid Daughter *Sarah* ſhould ſell, alienate, or otherwiſe diſpoſe of the ſaid Annuity, then he directed that the ſame ſhould ceaſe and determine, and become Part of his reſiduary Eſtate therein after bequeathed; and the ſaid Teſtator thereby charged his Freehold Eſtate, ſituate in *Wapping High Street* in the Pariſh of *Saint John, Wapping*, in the ſaid County of *Middleſex*, with the Payment of the ſaid Annuity; and gave, deviſed, and bequeathed unto *Thomas Coxhead* of *Hermitage Street*, Eſquire, now Sir *Thomas Coxhead* Knight, *Michael Henley* of *Saint John's, Wapping*, *Joſeph Henley*, Son of the ſaid *Michael Henley*, and *Andrew Burt* of *Charlotte Street* in the ſaid Pariſh of *Saint John Wapping*, all his Freehold Eſtates ſituate in *Wapping High Street* aforeſaid, and in *Redmead Lane*, in the Pariſh of *Saint George* aforeſaid, or elſewhere, with their and every of their Appurtenances, to the Uſe of the ſaid *Thomas Coxhead*, *Michael Henley*, *Joſeph Henley*, and *Andrew Burt*, their Heirs and Aſſigns, upon the Truſts, and for the Ends, Intents, and Purpoſes therein-after mentioned; (that is to ſay), in Truſt that they his ſaid Truſtees, and the Survivors and Survivor of them, and his Heirs, ſhould receive and take all and every the Rents, Iſſues, and Profits thereof, as the ſame ſhould from Time to Time become due and payable until ſuch Time as the ſame ſhould be able and ſufficient to pay, ſatisfy, and diſcharge all and every his juſt Debts, Funeral and Teſtamentary Expences, and therewith pay, ſatisfy, and diſcharge the ſame as ſoon as conveniently might be after his Deceaſe; and from and after full Payment, Satisfaction, and Diſcharge ſhould have been made of all and every his juſt Debts, Funeral and Teſtamentary Expences, in Truſt for *John Steygould* and *Mary* his Wife, and their Aſſigns, during their joint natural Lives, and for the Survivor of them, during the Life of ſuch Survivor, or otherwiſe permit and empower them, him, or her, to receive and take the ſame to their, his, or her own Uſe and Benefit; and from and immediately after the Deceaſe of the Survivor of them the ſaid *John Steygould* and *Mary* his Wife, in Truſt for all and every the Child or Children of the Body of the ſaid *Mary Steygould*, by the ſaid *John Steygould* her then preſent or any after taken Huſband, equally to be divided between or among them (if more than One) Share and Share alike, as Tenants in Common and not as

Will of *John Glover*, dated 28th *March* 1792.

Joint Tenants, and the reſpective Parts and Shares of ſuch Children reſpectively of and in the ſaid Premiſes to be a veſted Intereſt in them reſpectively, when and as they ſhould reſpectively attain the Age of Twenty-one Years, for an Eſtate of Inheritance in Fee Simple, to them, their Heirs, and Aſſigns; and in caſe any of ſuch Children ſhould depart this Life under the Age of Twenty-one Years, then as to the Part or Share, Parts or Shares, of ſuch Child or Children who ſhould ſo depart this Life under the Age of Twenty-one Years, in Truſt for the remaining Children, equally to be divided between and among them (if more than One) Share and Share alike, as Tenants in Common and not as Joint Tenants, and the reſpective Parts and Shares of and in the ſaid Eſtates and Premiſes to be a veſted Intereſt in them reſpectively, when and as they ſhould reſpectively attain the Age of Twenty-one Years, for an Eſtate of Inheritance in Fee Simple, to them, their Heirs, and Aſſigns; and in caſe all ſuch Children but One ſhould happen to depart this Life under the Age of Twenty-one Years, or in caſe there ſhould be but One ſuch Child, then in Truſt for ſuch only ſurviving or ſuch only Child, upon his or her attaining the Age of Twenty-one Years, for an Eſtate in Fee Simple to ſuch Child, his or her Heirs and Aſſigns; and in caſe there ſhould be no Child or Children of the Body of his ſaid Daughter *Mary Steygould*, or being ſuch all of them ſhould happen to depart this Life under the Age of Twenty-one Years, upon Truſt that they the ſaid Truſtees or Truſtee for the Time being ſhould and did, with all convenient Speed, make Sale and abſolutely diſpoſe of the ſaid Eſtates and Premiſes therein-before deviſed, with their Appurtenances, either together or in Parcels, and either by publick Auction or private Contract, unto any Perſon or Perſons who ſhould be willing to become the Purchaſer or Purchaſers thereof, or any Part or Parcel thereof, for the moſt Money, and beſt Price and Prices that could or might, at the Time or Times of ſuch Sale and Diſpoſition, be reaſonably had or gotten for the ſame; and from and after ſuch Sale or Sales ſhould have been completed, upon Truſt that they his ſaid Truſtees or Truſtee for the Time being ſhould and did, by, with, and out of the Purchaſe Monies ariſing and to be produced from the Sale or Sales of his ſaid Eſtates and Premiſes, deduct and retain to and reimburſe themſelves and himſelf reſpectively, all ſuch Coſts, Charges, and Expences, which they, or any of them, ſhould or might have paid or be put unto in preparing for and making ſuch Sale or Sales; and ſubject thereto the ſaid Teſtator thereby gave and bequeathed all the Reſt, Reſidue, and Remainder of the ſaid Purchaſe Monies unto the *London* Hoſpital, to be applied towards carrying on the charitable Deſigns of the ſaid Corporation: Provided always, and his Will was, that from and immediately after the Deceaſe of the Survivor of them the ſaid *John Steygould* and *Mary* his Wife, and during the Minority or reſpective Minorities of any Child or Children of the ſaid *Mary Steygould*, they his ſaid Truſtees or Truſtee for the Time being ſhould and did receive and take the Rents, Iſſues, and Profits of the ſaid Eſtates and Premiſes therein-before deviſed, or of the reſpective Parts or Shares of ſuch Child or Children reſpectively therein, in the mean Time and until their reſpective Parts or Shares thereof ſhould become a veſted Intereſt or veſted Intereſts in them reſpectively, under and by virtue of his ſaid Will, and the Truſts therein-before declared thereof, and to pay and apply the ſame in, for, and towards the Maintenance and Education, Advancement or Benefit, of ſuch Child or Children reſpectively, during his, her, or their reſpective Minority or Minorities:

Death of *John Glover*, 27th *May* 1792.

rities: And whereas the ſaid *John Glover* departed this Life on or about the Twenty-ſeventh Day of *May* in the Year of our Lord One thouſand ſeven hundred and ninety-two, without having in any Manner altered or revoked his ſaid Will, leaving the ſaid *Sarah Britain* and the ſaid *Mary Steygould* his Daughters and Coheireſſes at Law: And whereas the ſaid *Mary Steygould* hath alſo departed this Life, leaving the ſaid *John Steygould* her Huſband her ſurviving, and having had Iſſue only One Child, that is to ſay, *John Glover Steygould*, now an Infant of the Age of Nine Years or thereabouts: And whereas the ſaid Meſſuage or Tenement in *Wapping High Street*, ſo demiſed as aforeſaid by the ſaid *John Glover* to the ſaid *Peter Taylor*, hath increaſed in Value by reaſon of certain Wet Docks now making near thereto, under and by virtue of an Act of Parliament, made and paſſed in the Fortieth Year of the Reign of His preſent Majeſty, intituled, *An Act for making Wet Docks, Baſons, Cuts, and other Works, for the greater Accommodation and Security of Shipping, Commerce, and Revenue, within the Port of* London; and the ſame Meſſuage or Tenement hath now become veſted by Aſſignment, for the Reſidue of the ſaid Term of Twenty-one Years, in *George Oliver* and *Joſeph Oliver*, Braziers and Copartners, who reſide thereon or occupy the ſame: And whereas in and by a certain Memorandum of Agreement made, concluded, and agreed upon the Fourteenth Day of *December* One thouſand eight hundred and one, between the ſaid Sir *Thomas Coxhead*, *Michael Henley*, *Joſeph Henley*, and *Andrew Burt*, and the ſaid *John Steygould*, of the One Part; and the ſaid *George Oliver* and *Joſeph Oliver*, of the other Part; after reciting that the ſaid *John Glover*, being ſeiſed or well entitled in Fee Simple to a certain Meſſuage or Tenement, with the Appurtenances, ſituate and being in *Wapping High Street* in the Pariſh of *Saint John*, *Wapping*, in the County of *Middleſex*, then in the Occupation of *Peter Taylor* of the ſame Place, Block Maker, did, by Indenture bearing Date the Twenty-fourth Day of *April* One thouſand ſeven hundred and eighty-eight, demiſe the ſaid Meſſuage or Tenement, with its Appurtenances, to the ſaid *Peter Taylor*, from the Feaſt Day of *Saint Michael* the Archangel next enſuing the Day of the Date of the now reciting Indenture, for and during and unto the full End and Term of Twenty-one Years, at the yearly Rent or Sum of Forty-two Pounds, free and clear of and from all Taxes and Deductions whatſoever; and reciting further, that the ſaid demiſed Premiſes had by Aſſignment become legally veſted in the ſaid *George Oliver* and *Joſeph Oliver*, for the Reſidue of the ſaid Term of Twenty-one Years then to come and unexpired therein; and that the ſaid demiſed Meſſuage or Tenement being old and in a decayed State, it had been agreed between the ſaid ſeveral Parties that the ſaid *George Oliver* and *Joſeph Oliver* ſhould erect new and ſubſtantial Buildings on the Scite of a Part of the ſaid Premiſes, and ſhould repair other Parts thereof, at an Expence not leſs than the Sum of One thouſand five hundred Pounds in the Whole, and ſhould ſurrender the preſent Leaſe thereof, and have a new Leaſe of the ſaid Premiſes for the Term of ninety-nine Years, from the Feaſt of *Saint John* the Baptiſt next enſuing the Day of the Date of the Agreement now in Recital, at the clear yearly Rent of Sixty-three Pounds; and reciting further, that the ſaid *George Oliver* and *Joſeph Oliver* had, in the Faith of the ſaid Agreement, proceeded to expend a conſiderable Sum in the propoſed Improvement of the ſaid Premiſes; but it appearing that by reaſon of the Infancy of *John Glover Steygould*, who was entitled in Remainder to the ſaid demiſed Premiſes

Agreement, dated 14th *Dec.* 1801.

miſes upon the Death of the ſaid *John Steygould*, no valid Leaſe thereof could be granted, for the ſaid Term of Ninety-nine Years, without the Authority of Parliament, the ſaid Sir *Thomas Coxhead*, *Michael Henley*, *Joſeph Henley*, *Andrew Burt*, and *John Steygould*, did thereby promiſe and agree to and with the ſaid *George Oliver* and *Joſeph Oliver* that they would forthwith, but at the proper Coſts and Charges of the ſaid *George Oliver* and *Joſeph Oliver*, cauſe Application to be made to Parliament to enable them, or ſome of them, to grant a Leaſe to the ſaid *George Oliver* and *Joſeph Oliver*, for the Term and upon the Conditions therein and herein-before mentioned; and that when and ſo ſoon as ſuch Authority was obtained, they, or ſuch of them as ſhould be thereto authorized, would grant ſuch Leaſe accordingly; and the ſaid *George Oliver* and *Joſeph Oliver* did thereby agree that they would defray and diſcharge all and every the Expences attending the ſaid Application to Parliament, and the granting of ſuch Leaſe purſuant thereto, and that they would duly ſurrender the aforeſaid preſent Demiſe of the ſaid Premiſes, and accept ſuch Leaſe thereof as aforeſaid, which Leaſe ſhould contain a Covenant on the Part of the ſaid *George Oliver* and *Joſeph Oliver*, to expend ſuch further Sum in the Improvement of the ſaid Premiſes as aforeſaid as ſhould make up, with the Monies already expended on the Faith of the ſaid recited Agreement, the Sum of One thouſand five hundred Pounds at the leaſt, and to keep the ſame in Repair during the ſaid intended Term, and all other Covenants uſual in ſuch Leaſes: And whereas it may be reaſonable that the ſaid Sir *Thomas Coxhead*, *Michael Henley*, *Joſeph Henley*, and *Andrew Burt* ſhould be empowered and authorized to grant a Leaſe of the ſaid Premiſes to the ſaid *George Oliver* and *Joſeph Oliver*, for the Term of Ninety-nine Years, purſuant to the ſaid in Part recited Agreement, or for ſuch ſhorter Term and upon ſuch other Conditions as ſhall be approved by the High Court of Chancery, in caſe it ſhall appear to the ſaid Court to be for the Benefit of the ſaid *John Glover Steygould* the Infant, and of all others who are or may eventually become entitled to the ſaid Premiſes, that any ſuch Leaſe ſhall be granted: Wherefore the ſaid Sir *Thomas Coxhead*, *Michael Henley*, *Joſeph Henley*, *Andrew Burt*, and *John Steygould* on Behalf of himſelf and *John Glover Steygould* the Infant, *Richard Britain* and *Sarah Britain*, do moſt humbly beſeech Your Majeſty that it may be enacted; and be it enacted by the King's moſt Excellent Majeſty, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That it ſhall and may be lawful to and for the High Court of Chancery, in a ſummary Way, upon a Petition, to authorize and empower the ſaid Sir *Thomas Coxhead*, *Michael Henley*, *Joſeph Henley*, and *Andrew Burt*, and the Survivors and Survivor of them, and the Heirs or Aſſigns of ſuch Survivor, for and on the Behalf of the ſaid *John Steygould* and the ſaid *John Glover Steygould* the Infant, and his Heirs, and of all and every other Perſon or Perſons that may eventually become entitled to or intereſted in the ſaid Meſſuage or Tenement and Premiſes, to accept a Surrender of the ſaid ſubſiſting Leaſe, and to make, ſign, ſeal, and deliver to the ſaid *George Oliver* and *Joſeph Oliver*, their Executors, Adminiſtrators, and Aſſigns, a new Leaſe of the ſaid Meſſuage or Tenement and Premiſes, for the Term of Ninety-nine Years, purſuant to the ſaid Agreement ſo made and entered into as aforeſaid, or for ſuch ſhorter Term of Years and upon ſuch other Conditions as to the ſaid Court ſhall ſeem reaſonable; ſo as the ſaid *George Oliver*

Advantage of carrying the Agreement into Effect.

Deviſees in Truſt empowered to accept Surrender of ſubſiſting Leaſe, and grant to preſent Tenants a new Leaſe purſuant to Agreement.

Oliver and *Joſeph Oliver*, their Executors, Adminiſtrators, or Aſſigns, do execute and deliver a Counterpart of ſuch Leaſe, with ſuch Covenants therein as the ſaid Court ſhall direct; and ſo as the ſaid *George Oliver* and *Joſeph Oliver*, their Executors, Adminiſtrators, or Aſſigns, do pay and ſatisfy all Coſts, Charges, and Expences incident to and attending the obtaining and paſſing this Act, and the ſaid Proceeding in the ſaid Court of Chancery and incident to and attending the making and granting of ſuch Leaſe and Counterpart.

General Saving.

II. Saving always to the King's moſt Excellent Majeſty, His Heirs and Succeſſors, and to all and every other Perſon or Perſons, Bodies Politick and Corporate, his, her, or their reſpective Heirs, Executors, Adminiſtrators, and Aſſigns, (other than and except the ſaid *John Steygould* and the ſaid *John Glover Steygould* the Infant, his Heirs, Executors, Adminiſtrators, and Aſſigns, and all and every other Perſon and Perſons that ſhall or may eventually become entitled to or intereſted in the ſaid Premiſes, under and by virtue of the ſaid Will of the ſaid *John Glover*, or as the Heir or Heirs at Law of the ſaid *John Glover*, their Heirs, Executors, Adminiſtrators, and Aſſigns), all ſuch Eſtate, Right, Intereſt, Claim, and Demand whatſoever, of, in, to, or out of the ſaid Premiſes, as they, every, or any of them had or enjoyed before the paſſing of this Act, or could or might have had or enjoyed in caſe this Act had not been made.

Publick Act.

III. And be it further enacted, That this Act ſhall be adjudged, deemed, and taken to be a publick Act, and ſhall be judicially taken Notice of as ſuch by all Judges, Juſtices, and other Perſons whomſoever, without ſpecially pleading the ſame.

LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN, Printers to the King's moſt Excellent Majeſty. 1802.