ANNO QUINQUAGESIMO SECUNDO

GEORGII III. REGIS.

Cap. 178.

An Act for veſting certain Eſtates of *John Graham* Eſquire, and *John Smith Graham* Gentleman, in *Charles Court*, in the Pariſh of *Saint Martin in the Fields*, in the County of *Middleſex*, in Truſtees to be ſold; and for applying the Purchaſe Money in Diſcharge of a Mortgage affecting the ſame, and for laying out the Surplus in the Purchaſe of other Eſtates to be ſettled to the former Uſes.

[20th *June* 1812.]

Recital of Mr. and Mrs. John Smith Graham's Marriage Settlement, dated 19th and 20th June 1810.

WHEREAS by Indentures of Leaſe and Releaſe bearing Date reſpectively the Nineteenth and Twentieth Days of *June* One thouſand eight hundred and ten, the Releaſe being made, or expreſſed to be made between *John William Caley* of *Gray's-Inn*, in the County of *Middleſex*, Eſquire, of the Firſt Part; *John Graham* of *Cranford*, in the ſaid County of *Middleſex*, Eſquire, of the Second Part; *John Smith Graham* of the Navy Pay Office, *Somerſet Houſe*, in the ſaid County of *Middleſex*, Gentleman, (Son of the ſaid *John Graham*), of the Third Part; *Thomas Elliott* of *Croſs Street*, *Iſlington*, in the ſaid County of *Middleſex*, Eſquire, of the Fourth Part; *Ann Elliott*, of the ſame Place, Spinſter, the Daughter of the ſaid *Thomas Elliott*, of the Fifth Part; and *Charles Coates* of *Clifford Street*, in the Pariſh of *Saint Mary-le-bone*, in the ſaid County of *Middleſex*, Surgeon; *Joſeph Robins* of *Warwick Street*, *Golden Square*, in the ſaid County of *Middleſex*, Auctioneer; *Thomas Hacker* of the

Pariſh of *Saint Saviour's* in the Borough of *Southwark*, Merchant, and *Elihu Hacker* of the ſame Place, Merchant, of the Sixth Part, (being the Settlement made previouſly to, and in Conſideration of the Marriage then intended, and ſhortly afterwards duly had and ſolemnized between the ſaid *John Smith Graham* and *Ann Elliott*, (now *Ann Graham* his Wife), in Conſideration of the ſaid then intended Marriage, and for other the Conſiderations therein expreſſed, the Meſſuages or Tenements, and other Hereditaments therein particularly mentioned, ſituate in or near *Charles Court* in the Pariſh of *Saint Martin in the Fields*, in the County of *Middleſex*, with their Appurtenances, and which are alſo mentioned and comprized in the Firſt Schedule hereunto annexed, were conveyed and limited, (ſubject to a ſubſiſting Mortgage thereon for ſecuring to *Joanna Howland*, Spinſter, the Sum of Four thouſand Pounds and Intereſt, created by certain Indentures of Leaſe and Releaſe, bearing Date reſpectively the Twentieth and Twenty-firſt Days of *January* One thouſand ſeven hundred and ninety-two), to the Uſes herein-after mentioned, to take Effect from the Solemnization of the ſaid then intended Marriage; (that is to ſay), to the Uſe of the ſaid *John Smith Graham* and his Aſſigns during his natural Life, upon Truſt to receive and take the Rents, Iſſues, and Profits of the ſaid Meſſuages and other Hereditaments, when and as the ſame ſhould accrue due, and thereout to pay and apply ſo much thereof as ſhould be requiſite and neceſſary for keeping down the Intereſt which ſhould from Time to Time become due in reſpect of the ſaid Mortgage, and thereout, in the next Place, to retain for the Uſe of him the ſaid *John Smith Graham*, or his Aſſigns, ſuch annual Sum as together with the annual Sum of Two hundred and four Pounds, the then Income of the ſaid *John Smith Graham*, or ſuch other greater annual Income as he ſhould from Time to Time be entitled to, and be in the actual Receipt of, and the Dividends and Intereſt to ariſe from the Fortune of the ſaid *Ann Elliott*, would make up the yearly Sum of Four hundred Pounds free of all Deductions whatever, except the Property Tax, and ſhould pay the Surplus thereof (if any) unto the ſaid *John Graham* or his Aſſigns from Time to Time, during the joint Lives of the ſaid *John Smith Graham* and *John Graham*, and after the Death of the ſaid *John Graham*, ſhould retain ſuch Surplus for his the ſaid *John Smith Graham's* own Uſe, with a Limitation to the ſaid *Charles Coates* and *Joſeph Robins*, and their Heirs, during the Life of the ſaid *John Smith Graham*, upon Truſt to preſerve the Contingent Remainders; with Remainder to the Uſe of the ſaid *Thomas Hacker* and *Elihu Hacker*, their Executors, Adminiſtrators, and Aſſigns, for the Term of Ninety-nine Years without Impeachment of Waſte; with Remainder to the Uſe of the ſaid *John Graham* and his Aſſigns during his Life, with a Limitation to the ſaid *Charles Coates* and *Joſeph Robins*, and their Heirs, during the Life of the ſaid *John Graham*, upon Truſt to preſerve the Contingent Remainders; with Remainder to the Uſe of all and every or any the Child and Children of the Body of the ſaid *John Smith Graham*, on the Body of the ſaid *Ann Elliott*, to be begotten, for ſuch Eſtate and Eſtates, in ſuch Parts, Shares, and Proportions, Manner and Form, and ſubject to ſuch Proviſoes, Conditions, Reſtrictions, and Limitations, and with ſuch Remainders over, as the ſaid *John Smith Graham* ſhould at any Time thereafter by any Deed or Deeds, Inſtrument or Inſtruments in Writing, with or without Power of Revocation, or by his laſt Will and Teſtament in Writing, or by any Codicil thereto, to be by him reſpectively executed in Manner thereby preſcribed, direct, limit, or appoint, and in Default thereof, and ſo far as every or any

such Direction, Limitation, or Appointment, should not extend to the Use of all and every the Child and Children of the Body of the said *John Smith Graham* on the Body of the said *Ann* now his Wife to be begotten, as Tenants in Common in Tail, with cross Remainders between them in Tail; with the ultimate Remainder to the said *John Smith Graham*, his Heirs and Assigns for ever; and it was by the said Indenture now in Recital agreed and declared, that the said Term of Ninety-nine Years was so limited to the said *Thomas Hacker* and *Elihu Hacker*, their Executors, Administrators, and Assigns, upon Trust that they the said *Thomas Hacker* and *Elihu Hacker* should, in case the said *Ann Graham* should survive the said *John Smith Graham*, whether the said *John Graham* should be living or not, yearly during her Life, out of the said Hereditaments, levy and raise and pay the Sum of One hundred Pounds unto the said *Ann Graham* for her separate Use, on or at the Days or Times and in Manner therein mentioned: And whereas the Whole of the said Principal Sum of Four thousand Pounds is still due and owing: And whereas the said *John Smith Graham* intermarried with the said *Ann Elliott* on or about the Twenty-seventh Day of *June* in the said Year of our Lord One thousand eight hundred and ten, and hath Issue by her One Child only, *Mary Ann Graham*, an Infant under the Age of Twenty-one Years: And whereas the said *John Graham* and *John Smith Graham* have contracted and agreed with and to *Thomas Lumley* of *Gutter Lane*, and *George Watts* of the *Strand*, (which said *Thomas Lumley* and *George Watts* were Agents in that Behalf for the Governor and Company of Undertakers for raising the *Thames* Water in *York Buildings*), for the Sale to them the said *Thomas Lumley* and *George Watts*, (Agents as aforesaid) of the Messuages or Tenements and other Hereditaments comprized and contained in the Second Schedule hereunto annexed, (being Part of the Estates comprized in the said Indenture of Settlement), at or for the Price or Sum of Four thousand five hundred Pounds: And whereas the Messuages or Tenements, and other Hereditaments so contracted to be sold as aforesaid, are now let on Leases which do not expire till One thousand eight hundred and twenty-two, at yearly Rents amounting in the Whole, on a fair Apportionment, to the Sum of One hundred and twenty-seven Pounds and no more: And whereas the said *John Graham* and *John Smith Graham*, have given an Option to the said *Thomas Lumley* and *George Watts*, (being such Agents as aforesaid) to purchase the Messuages or Tenements, and other Hereditaments mentioned and comprized in the Third Schedule hereunto annexed, (being other Part of the Estates comprized in the said Indentures of Settlement), at any Time within Twelve Months from the Twenty-seventh Day of *August* One thousand eight hundred and eleven, at or for the Price or Sum of Two thousand four hundred Pounds: And whereas the said last-mentioned Messuages or Tenements, and other Hereditaments, are now also let on Leases which do not expire till One thousand eight hundred and twenty-two, at yearly Rents amounting upon a fair Apportionment in the Whole to the Sum of Seventy-four Pounds and no more: And whereas the remaining or other of the Messuages and other Hereditaments comprized in the said Indenture of Settlement, are also let on Leases which do not expire till One thousand eight hundred and twenty-two, at yearly Rents amounting in the Whole, upon a fair Apportionment, to the Sum of Two hundred and twenty-nine Pounds and no more, (and which said several apportioned Rents of Two hundred and twenty-nine Pounds, Seventy-four Pounds, and One hundred and twenty-seven Pounds, amount together to the Rent of Four hundred

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dred and thirty Pounds, being the whole Rent payable for all the Meſſuages and other Hereditaments comprized in the ſaid Firſt Schedule hereunto annexed); and the Property at the Expiration of that Period will require conſiderable Sums of Money to be laid out upon it, and is not a deſirable Eſtate to have in Settlement, although from its Situation it is likely to ſell to great Advantage: And whereas it would be greatly for the Benefit and Advantage of the ſaid *John Graham* and the ſaid *John Smith Graham* and *Ann* his Wife, and their Iſſue, that the ſaid Contract ſhould be carried into Effect, and the Reſidue of the ſaid Eſtates ſold, if a proper Price can be obtained for the ſame; and that Four thouſand Pounds, Part of the ſaid Sum of Four thouſand five hundred Pounds, ſhould be applied in Diſcharge of the ſaid Sum of Four thouſand Pounds ſo ſecured on Mortgage of all the ſaid Settled Eſtates as herein-before is mentioned, and that the Surplus of the ſaid Sum of Four thouſand five hundred Pounds, and other the Monies to ariſe by Sale of the ſaid Eſtates, ſhould be laid out in the Purchaſe of other Hereditaments, to be ſettled to the ſame Uſes as the Premiſes comprized in the ſaid Indentures of Releaſe and Settlement of the Twentieth Day of *June* One thouſand eight hundred and ten, are thereby made ſubject to; but by reaſon of the Limitations in the ſaid Indentures of Settlement contained, theſe Objects cannot be effected without the Authority of Parliament; wherefore Your Majeſty's moſt dutiful and loyal Subjects the ſaid *John Graham*, and the ſaid *John Smith Graham*, and *Ann Graham*, on Behalf of themſelves and their ſaid infant Daughter *Mary Ann Graham*, 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 all and ſingular the Meſſuages or Tenements, Wharf and other Hereditaments comprized in the ſaid Indenture of Settlement, and which are particularly ſpecified in the ſaid Firſt Schedule to this Act annexed, together with all and ſingular Outhouſes, Edifices, Buildings, Stables, Yards, Gardens, Ways, Waters, Watercourſes, Eaſements, Privileges, Profits, Commodities, Advantages, Rights, Members and Appurtenances whatſoever to the ſaid Meſſuages or Tenements, and other Hereditaments belonging or appertaining, or accepted, reputed, or taken as Part, Parcel, or Member thereof, or any Part thereof, and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues, Tolls, and Profits of all and ſingular the ſame Premiſes, ſhall, from and immediately after the paſſing of this Act, (but ſubject and without Prejudice to the ſaid Mortgage for ſecuring the ſaid Sum of Four thouſand Pounds, and Intereſt), be ſettled upon and veſted in, and the ſame are hereby from thenceforth ſettled upon and veſted in the ſaid *Charles Coates* and *Joſeph Robins*, their Heirs and Aſſigns, to the Uſe of them the ſaid *Charles Coates* and *Joſeph Robins*, their Heirs and Aſſigns for ever, freed and abſolutely acquitted, exonerated, exempted, and diſcharged of and from all and every the Uſes, Eſtates, Truſts, Powers, and Limitations created and declared of or concerning the ſame Premiſes in and by the ſaid herein-before in Part recited Indenture of Releaſe and Settlement of the Twentieth Day of *June* One thouſand eight hundred and ten, but nevertheleſs upon the Truſts, and to and for the Intents and Purpoſes, and ſubject to the Proviſoes and Declarations herein-after contained; (that is to ſay): Upon Truſt that they the ſaid *Charles Coates* and *Joſeph Robins*, and the Survivor of them, and the Heirs and Aſſigns of ſuch Survivor, do and ſhall, upon Payment by the ſaid Governor and Company of Undertakers for

Settled Eſtates veſted in Truſtees.

for raiſing the *Thames* Water in *York Buildings*, of the ſaid Sum of Four thouſand five hundred Pounds in Manner herein-after directed, at the Requeſt, Coſts, and Charges of the ſaid Governor and Company of Undertakers, convey and aſſure the ſaid Meſſuages or Tenements, Wharf, and other Hereditaments comprized in the ſaid Second Schedule to this Act annexed, with their Appurtenances, unto and to the Uſe of, or in Truſt for the ſaid Governor and Company of Undertakers, their Succeſſors, and Aſſigns, or as they ſhall in that Behalf direct or appoint, and do and ſhall, in caſe the ſaid Governor and Company of Undertakers ſhall within the Time aforeſaid make their Option, and determine to purchaſe the ſaid Meſſuages, and other Hereditaments comprized in the ſaid Third Schedule hereunto annexed, upon Payment by the ſaid Governor and Company of Undertakers of the ſaid Sum of Two thouſand four hundred Pounds, in Manner herein-after directed, at the like Requeſt, Coſts and Charges of the ſaid Governor and Company of Undertakers, convey and aſſure the ſaid Meſſuages and other Hereditaments comprized in the ſaid Third Schedule to this Act annexed, with their Appurtenances, unto and to the Uſe of or in Truſt for the ſaid Governor and Company of Undertakers, their Succeſſors or Aſſigns, or as they ſhall in that Behalf direct or appoint; and upon further Truſt, that they the ſaid *Charles Coates* and *Joſeph Robins*, or the Survivor of them, or the Heirs of ſuch Survivor, do and ſhall with all convenient Speed, with the Conſent and Approbation of the ſaid *John Graham*, and *John Smith Graham*, or the Survivor of them, and after the Deceaſe of the Survivor of them, of the Perſon or Perſons entitled to the Rents and Profits of the ſame Premiſes for the Time being, or of his or their Guardian or Guardians, make Sale and diſpoſe of all the ſaid Meſſuages and other Hereditaments comprized in the ſaid Firſt Schedule to this Act annexed, and which are not comprized in either of the other Two Schedules to this Act annexed, and alſo the ſaid Meſſuages and other Hereditaments comprized in the Third Schedule to this Act annexed, in caſe the ſaid Governor and Company of Undertakers ſhall not purchaſe the ſame under the Option given to them as aforeſaid, in one or more Lot or Lots, and either by public Sale or private Contract, unto any Perſon or Perſons who ſhall or may be willing to purchaſe the ſame, for ſuch Price or Prices, (not being leſs than the Sums in the ſaid Firſt and Third Schedules reſpectively ſet oppoſite to the ſeveral Houſes as the Value thereof reſpectively), as the ſaid *Charles Coates* and *Joſeph Robins*, or the Survivor of them, or the Heirs of ſuch Survivor ſhall think reaſonable, and do and ſhall, upon Payment into the Bank as herein-after is mentioned, of the Monies which ſhall be raiſed by ſuch Sale or Sales as laſt aforeſaid, convey and aſſure the Premiſes which ſhall be ſo agreed to be ſold, with their reſpective Appurtenances, unto and to the Uſe of or in Truſt for the Perſon or Perſons who ſhall be the Purchaſer or Purchaſers thereof, and his, her, or their Heirs or Aſſigns, or as he, ſhe, or they ſhall direct or appoint.

Apportionment of Rent.

II. And be it further enacted, That from and immediately after the ſaid Meſſuages, and other Hereditaments comprized in the ſaid Second Schedule to this Act ſhall be conveyed to the ſaid Governor and Company of Undertakers, or any other Purchaſer or Purchaſers under the Truſts aforeſaid, ſuch of them as are comprized in any Leaſe jointly with any other Hereditaments at an entire Rent, ſhall be held by the Leſſee or Leſſees thereof at the apportioned yearly Rent in the ſame Schedule ſet oppoſite thereto, which ſhall thenceforth be rendered and paid accordingly; and

and the Hereditaments comprized in the ſaid Third Schedule to this Act annexed, ſhall thenceforth in like Manner be held by the Leſſee or Leſſees thereof, at the apportioned yearly Rent in the ſaid laſt-mentioned Schedule ſet oppoſite thereto, which ſhall be rendered and paid accordingly; and the remaining Hereditaments in any ſuch Leaſe, which are not comprized in either of the ſaid Second and Third Schedules, ſhall thenceforth be held at ſuch apportioned Rent as ſhall remain, after deducting from the original entire Rent the Sums apportioned to the Hereditaments comprized with ſuch remaining Hereditaments in one and the ſame Leaſe; in and by the ſaid Second and Third Schedules, and which laſt-mentioned apportioned Rent ſhall be rendered and paid accordingly; but in caſe the Fee Simple and Inheritance of and in all the Hereditaments comprized in one and the ſame Leaſe, (the Rent whereof is herein-before apportioned), ſhall at any Time thereafter become veſted in the ſame Perſon or Perſons, Body Politic or Corporate, the aforeſaid Apportionment ſhall, as to the Rent reſerved by ſuch Leaſe ceaſe, and the entire Rent ſhall thenceforth iſſue out of all the Hereditaments comprized in ſuch Leaſe, in the ſame Manner as if this Act had not been paſſed; and upon any Sale or Sales under the Truſts aforeſaid, it ſhall be lawful for the High Court of Chancery to make ſuch an Order as that Court ſhall from Time to Time think fit, for apportioning any entire or apportioned Rent iſſuing out of any Meſſuages or other Hereditaments ſold to different Perſons, amongſt or between ſuch Purchaſers according to the relative Value thereof reſpectively; and ſuch Meſſuages or other Hereditaments ſhall thenceforth be held by the Leſſees thereof at ſuch apportioned Rents reſpectively, which ſhall thenceforth be rendered and paid accordingly.

Mortgage Money to be paid off.

III. And be it further enacted, That the Sum of Four thouſand Pounds, Part of the ſaid Sum of Four thouſand five hundred Pounds, ſhall be paid by the ſaid Governor and Company of Undertakers to the ſaid *Joanna Howland*, her Executors, Adminiſtrators, or Aſſigns, in Satisfaction and Diſcharge of the ſaid Principal Sum of Four thouſand Pounds ſo ſecured to her on Mortgage of the ſaid Eſtates as herein-before is mentioned; and the ſaid Governor and Company of Undertakers ſhall pay the Sum of Five hundred Pounds, the Reſidue of the ſaid Sum of Four thouſand five hundred Pounds, and alſo the ſaid Sum of Two thouſand four hundred Pounds, in caſe the ſame ſhall become payable; and the other Purchaſer or Purchaſers under the Authority of this Act as aforeſaid, ſhall pay their reſpective Purchaſe Monies into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Chancery, *ex parte* the Purchaſer of the ſettled Eſtates of *John Graham* and *John Smith Graham*, purſuant to the Method preſcribed by the Act of the Twelfth Year of the Reign of King *George* the Firſt, Chapter Thirty-two, and the general Orders of the ſaid Court, and without Fee or Reward, according to the Act of the Twelfth Year of King *George* the Second, Chapter Twenty-four.

To be laid out as uſual in the Purchaſe of other Eſtates.

IV. And be it further enacted, That the Monies which ſhall, purſuant to the Direction herein-before given, be ſo paid into the Bank of *England* as aforeſaid, ſhall upon a Petition to be preferred to the Court of Chancery in a ſummary Way by the ſaid *John Graham* and *John Smith Graham*, or the Survivor of them, or ſuch other Perſon or Perſons who would, according to the Uſes limited or declared by the ſaid Indenture of Releaſe and Settlement

Settlement of the Twentieth Day of *June* One thouſand eight hundred and ten, in caſe this Act had not been paſſed, have been in Poſſeſſion of, or entitled to the Rents and Profits of the ſaid Hereditaments hereby made ſaleable; but if ſuch Perſon or Perſons ſhall be under the Age of Twenty-one Years, then by his, her, or their Guardian or Guardians reſpectively, be laid out in ſuch Manner as the Court of Chancery ſhall direct, in the Purchaſe or Purchaſes of Meſſuages, Lands, Tenements, or Hereditaments in *England*, of a clear and indefeaſible Eſtate of Inheritance, either wholly Freehold or Freehold and Copyhold, ſuch Copyhold lying contiguous thereto, and being convenient to be purchaſed therewith, and not being more than One-ſixth Part; and the ſaid Meſſuages, Tenements, and other Hereditaments ſo to be purchaſed ſhall, immediately after the Purchaſe thereof, be ſettled and aſſured to, for, upon, and with, under, and ſubject to the Uſes, Truſts, Powers, Proviſoes, Agreements, and Declarations limited, expreſſed, declared, or contained of or concerning the ſaid Meſſuages or Tenements, and other Hereditaments hereby authorized to be ſold as aforeſaid, in and by the ſaid Indenture of Releaſe and Settlement of the Twentieth Day of *June* One thouſand eight hundred and ten, or to, for and upon, and with, under, and ſubject to ſuch and ſo many of them as ſhall be then ſubſiſting undetermined or capable of taking Effect, or as near thereto as the Nature and Quality of the Eſtates ſo to be purchaſed will admit of.

To be inveſted in the mean Time in Exchequer Bills, &c.

V. And be it further enacted, That all Monies which ſhall be paid into the Bank in the Name of the Accountant General, in the Manner hereinbefore expreſſed, or ſo much thereof as ſhall not, under the Direction of the ſaid Court of Chancery, be applied in the Payment of Coſts and Charges in Manner herein-after directed, ſhall in the mean Time, and until the ſame Monies ſhall be laid out and inveſted in the Purchaſe of Meſſuages, Lands, Tenements, and Hereditaments, be from Time to Time laid out by the ſaid Accountant General in the Purchaſe of Navy, Victualling, Tranſport or Exchequer Bills, and the Intereſt ariſing from the Money ſo laid out in the ſaid Navy or Victualling or Tranſport Bills, or Exchequer Bills, and the Money received for the ſame, as they ſhall reſpectively be paid off by Government, ſhall be laid out in the Name of the ſaid Accountant General in the Purchaſe of other Navy or Victualling or Tranſport Bills, or Exchequer Bills; all which Navy, Victualling, Tranſport, or Exchequer Bills ſhall be depoſited in the Bank of *England* in the Name of the ſaid Accountant General, to the ſame Account as the Monies wherewith the ſame were originally purchaſed, and ſhall there remain until the ſame ſhall, upon Petition to be preferred to the Court of Chancery in a ſummary Way as aforeſaid, be ordered to be ſold by the ſaid Accountant General for completing any ſuch Purchaſe or Purchaſes as aforeſaid; and if the Money ariſing by the Sale of ſuch Navy, Victualling, Tranſport, or Exchequer Bills ſhall exceed the Amount of the original Purchaſe Money ſo laid out as aforeſaid, then, and in that Caſe only the Surplus which ſhall remain, after diſcharging the Expences of the Application to the Court, ſhall be paid to ſuch Perſon or Perſons reſpectively as would have been entitled to receive the Rents and Profits of the Lands directed to be purchaſed in caſe the ſame had been purchaſed purſuant to this Act, or to the Repreſentatives of ſuch Perſon or Perſons.

VI. And

VI. And be it further enacted, That such of the Messuages and other Hereditaments comprized in the said First Schedule hereto annexed, as are not comprized in either of the said Two other Schedules hereto annexed, shall be sold, subject and charged with the said Jointure, Rent Charge or yearly Sum of One hundred Pounds, by the said Indenture of Settlement, provided for the said *Mary Ann Graham* as aforesaid, in case the same shall become payable in the mean Time, and until the Monies which shall arise by the Sales hereby authorized to be made, shall be laid out in the Purchase of other Estates, in pursuance of the Directions herein before contained; and from and after such Monies shall be so laid out, the said Messuages and other Hereditaments which shall have been sold, subject to the said Annuity of One hundred Pounds as aforesaid, shall thenceforth be and remain freed and discharged of and from the same Annuity which shall thenceforth be payable out of, and charged upon the Estates to be purchased in pursuance of the Directions of this Act.

Power to Court of Chancery to tax Costs, and make Order as to Sales, Purchases, &c.

VII. Provided always, and be it further enacted, That it shall be lawful for the High Court of Chancery from Time to Time to make such an Order as that Court shall think fit, for taxing all Costs, Charges, and Expences which shall have been incurred in making the several Applications to the said Court of Chancery in pursuance hereof, and in making and completing the Sale or Sales of the Hereditaments hereby made saleable, and investing all or any Monies which under this Act shall be paid into the Bank of *England*, in the Purchase of Hereditaments, according to the Directions herein contained, or otherwise in carrying the Trusts and Purposes of this Act into Execution; and also from Time to Time to make an Order for Payment of all such Costs, Charges, and Expences as aforesaid, out of the Money so to be paid into the Bank as aforesaid, or out of the Money arising by Sale of the Navy, Victualling, Transport, or Exchequer Bills to be purchased as aforesaid.

Certificate of Accountant General, and Receipt of Bank Cashier to be Discharges to Purchasers.

VIII. And be it further enacted, That the Certificate or Certificates of the said Accountant General, with the Receipt of one of the Cashiers of the Bank to be thereto annexed, and therewith filed in the Register Office of the said Court of Chancery, of the Payment into the Bank of *England* by the said Governor and Company of Undertakers, or other the Purchaser or Purchasers under the Authority of this Act, of the Monies herein-before directed to be so paid into the Bank, shall be deemed a good and effectual Discharge, or good and effectual Discharges to the said Governor and Company of Undertakers, or other the Purchaser or Purchasers as aforesaid, for the Monies for which such Certificates and Receipts respectively shall be given; and after filing such Certificates and Receipts as aforesaid, the said Governor and Company of Undertakers, and such other Purchaser or Purchasers as aforesaid respectively, shall be absolutely exonerated, acquitted, and discharged of and from the same Monies, and shall not be answerable or accountable for any Loss, Misapplication, or Non-application thereof.

Until Sale, Rents to be received by Persons entitled.

IX. And be it further enacted, That in the mean Time, and until the Messuages or Tenements, Lands and Hereditaments hereby made saleable shall be sold pursuant to the Directions herein-before contained, they the said *Charles Coates* and *Joseph Robins*, their Heirs and Assigns, shall permit and suffer the said Messuages or Tenements, and other Hereditaments to

be held and enjoyed, and the Rents, Iſſues, and Profits thereof to be received and taken by ſuch Perſon or Perſons as would have been entitled, or ought to have held or enjoyed, received and taken the ſame, in caſe this Act had not been made.

Power to appoint new Truſtees.

X. And be it further enacted, That if the ſaid *Charles Coates* and *Joſeph Robins*, or either of them, or any future Truſtee or Truſtees to be appointed in their or his Place as herein-after mentioned, ſhall die or be deſirous to quit and be diſcharged from, or refuſe, or be abſent from the Kingdom, or become incapable to act in the Truſts, Powers, and Authorities hereby in them repoſed or veſted as aforeſaid, at any Time before the ſaid Truſts, Powers, and Authorities ſhall be fully executed and performed, then it ſhall be lawful for the High Court of Chancery in a ſummary Way, upon Application made for that Purpoſe by the ſaid *John Graham* and *John Smith Graham*, or the Survivor of them, or in caſe of his Death, then by the Perſon or Perſons who would, under the Uſes declared by the ſaid Indenture of Settlement of the Twentieth Day of *June* One thouſand eight hundred and ten, in caſe this Act had not paſſed, have been in Poſſeſſion of or entitled to the Rents of the ſaid Hereditaments hereby made ſaleable, or in caſe of his, her, or their Infancy, then by his, her, or their Guardian or Guardians, to nominate or appoint any other Perſon or Perſons to be a Truſtee or Truſtees in the Place or Stead of the ſaid *Charles Coates* and *Joſeph Robins*, or either of them, or any other Truſtee or Truſtees ſo dying, or being deſirous to quit or be diſcharged from, or refuſing, or being abſent from the Kingdom, or becoming incapable to act in the aforeſaid Truſts; and that when and as ſoon as any new Truſtee or Truſtees ſhall be ſo nominated and appointed as aforeſaid by the Court of Chancery, by any Order to be made in a ſummary Way upon Petition as aforeſaid, all ſuch of the ſaid Meſſuages or Tenements, Lands, and Hereditaments, hereby veſted in the ſaid *Charles Coates* and *Joſeph Robins*, their Heirs and Aſſigns as aforeſaid, as ſhall then remain unſold or undiſpoſed of, purſuant to the Directions of this Act, ſhall thereupon and thenceforth be legally and effectually veſted in ſuch new Truſtee, and the ſurviving or continuing Truſtee, or in ſuch new Truſtee wholly as the Caſe may require, upon the Truſts, Ends, Intents, and Purpoſes herein-before expreſſed and declared concerning the ſame, or ſuch of them as ſhall be then exiſting undetermined and capable of taking Effect; and all and every ſuch new Truſtee and Truſtees ſhall and may in all Things act in the Management and Execution of the Truſts and Authorities, every or any of them, as fully and effectually in all Reſpects, and to all Intents and Purpoſes, as if he or they had been originally in and by this Act nominated and appointed a Truſtee or Truſtees for the Purpoſes aforeſaid.

Saving Clauſe.

XI. Saving always, and reſerving to the King's moſt Excellent Majeſty, His Heirs and Succeſſors, and to all and every other Perſon and Perſons, Bodies Politic and Corporate, and their reſpective Heirs, Succeſſors, Executors and Adminiſtrators, (other than and except the ſaid *John Graham* and his Heirs, and the ſaid *John Smith Graham* and *Ann* his Wife, and all and every the Son and Sons, Daughter and Daughters of the ſaid *John Smith Graham* and *Ann* his Wife, and the Heirs of the Body and Bodies of all and every ſuch Sons and Daughters reſpectively, and all and every other Perſon and Perſons claiming or to claim any Eſtate, Right, Title, or Intereſt of and in the ſaid Meſſuages or Tenements, and other Hereditaments hereby authorized

to be ſold as aforeſaid under or by virtue of the ſaid Indenture of Releaſe and Settlement of the Twentieth Day of *June* One thouſand eight hundred and ten), all ſuch Eſtate, Right, Title, Claim and Demand whatſoever, of, in, to or out of the ſame Meſſuages or Tenements, Wharf, and other Hereditaments, 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 in caſe this Act had not been made.

Evidence Clauſe.

XII. And be it further enacted, That this Act ſhall be printed by the ſeveral Printers to the King's moſt Excellent Majeſty, duly authorized to print the Statutes of the United Kingdom; and a Copy thereof, ſo printed by any of them, ſhall be admitted as Evidence thereof by all Judges, Juſtices, and others.

'The

The First SCHEDULE to which the foregoing Act refers.

Names of Tenants.	Description of Property.	Yearly Rent.	Value.
		£. s. d.	£ s. d.
Francis Bookman - -	Dwelling House situate on the West Side of Charles Court - No. 2		150 5 —
Nathaniel Ranger - -	- - Do. - - 4		182 — —
Francis Adams - -	- - Do. - - 5	50 — —	209 — —
John Moir - - -	- - Do. - - 6		229 5 —
John Roberts - -	- - Do. - - 7		300 10 —
James Campbell - -	- - Do. - - 8		300 10 —
Diana Peacock - -	- - Do. - - 9		201 15 —
Robert Summers - -	- - Do. - - 10		201 15 —
John Constable - -	- - Do. - - 11	58 — —	201 15 —
Davis - - -	- - Do. - - 12		201 15 —
John Byrne - - -	- - Do. - - 13		194 — —
Edward Coleman - -	- - Do. - - 15		177 15 —
John Howard - -	- - Do. - - 16		177 15 —
Thomas Dixon - -	- - Do. - - 17		164 — —
Charles Coleman - -	- - Do. - - 18	58 — —	164 — —
Zachariah Helsey - -	- - Do. - - 19		164 — —
William Ruffel - -	- - Do. - - 20		164 — —
Price - -	- - Do. - - 21		164 — —
Edward Coleman - -	- - Do. - - 22		158 — —
Hugh Lenard - -	- - Do. - - 23		158 — —
Charles Dodd - -	- - Do. - - 24		144 5 —
John Doughty - -	- - Do. - - 25		144 5 —
Gannon - -	- - Do. - - 26		237 15 —
John Moir - - -	Also, the Wharf called Black Lion Wharf and Black Lion Stairs, situate between the South End of Charles Court and the Houses on each Side thereof, and the River Thames, and the Right of mooring Craft, Lighters, Barges, Boats, and other Vessels before the said Wharf and Stairs, and of lading and unlading the same, and of landing and shipping of Goods, Wares and Merchandizes, at the same Wharf and Stairs, together with all Tolls, Dues, and all other Profits, Commodities, Advantages, and Appurtenances whatsoever to the said Premises belonging or appertaining.	49 — —	317 — —
John Moseley - -	Dwelling House situate on East Side of Charles Court - No. 4		262 15 —
William Chambers - -	- - Do. - - 5	49 — —	290 5 —
John Moir - - -	- - Do. - - 6		158 — —
Leonard Vokeman - -	- - Do. - - 7		262 15 —
John Mountain - -	- - Do. - - 9		249 — —
James Henfey - -	- - Do. - - 10		221 10 —
Thomas Jenkins - -	- - Do. - - 11	52 — —	221 10 —
John Tyler - - -	- - Do. - - 12		221 10 —
William Soames - -	- - Do. - - 13		221 10 —
Benjamin Jones - -	- - Do. - - 14		371 — —
Thomas Williams - -	- - Do. - - 15		252 10 —
Jane Redin - -	- - Do. - - 16	60 — —	185 10 —
Aaron Carcass - -	- - Do. - - 17		152 — —
James Richardson - -	- - Do. - - 18		152 — —
John Howell - -	- - Do. - - 19		144 5 —
Alexander Knowles - -	- - Do. - - 20		158 — —
John Atkinson - -	- - Do. - - 21		138 5 —
Evan Price - - -	- - Do. - - 22	54 — —	158 — —
Stephen Worthy - -	- - Do. - - 23		158 — —
John Burden - -	- - Do. - - 24		158 — —
William Willey - -	- - Do. - - 25		158 — —
	£	430 — —	9,002 — —

J. F. Parkinson.

The Second SCHEDULE to which the foregoing Act refers.

Names of Tenants.	Description of Property.	Yearly Rent.	Value.
		£ s. d.	£ s. d.
John Howell - -	Dwelling House, situate on East Side of Charles Court - No. 19		144 5 —
Alexander Knowles -	- - Do. - - 20		158 — —
John Atkinson - -	- - Do. - - 21		138 5 —
Evan Price - -	- - Do. - - 22	54 — —	158 — —
Stephen Worthy - -	- - Do. - - 23		158 — —
John Burden - -	- - Do. - - 24		158 — —
William Willey - -	- - Do. - - 25		158 — —
Zachariah Helsey - -	Dwelling House situate on West Side of Charles Court - No. 19		164 — —
William Russell - -	- - Do. - - 20	24 — —	164 — —
Price - -	- - Do. - - 21		164 — —
Edward Coleman - -	- - Do. - - 22		158 — —
Hugh Lenard - -	- - Do. - - 23		158 — —
Charles Dodd - -	- - Do. - - 24		144 5 —
John Doughty - -	- - Do. - - 25		144 5 —
Gannon - -	- - Do. - - 26		237 15 —
John Moir - -	And also so much of the said Court as lies between the said Messuages herein-before mentioned and Wharf called Black Lion Wharf and Black Lion Stairs, situate between the South End of Charles Court and the Houses on each Side thereof and the River Thames, and such Right of mooring Craft, Lighters, Barges, Boats, and other Vessels before said Wharf and Stairs, and of lading and unlading the same, and of landing and shipping of Goods, Wares, and Merchandizes at the same Wharf and Stairs, as belongs to the said John Graham and John Smith Graham, together with all Tolls, Dues, and all other Profits, Commodities, Advantages, and Appurtenances whatsoever to said Premises belonging or appertaining.	49 — —	317 — —
	J. T. Parkinson.	£127 — —	2,723 15 —

The Third SCHEDULE to which the foregoing Act refers.

Names of Tenants.	Description of Property.	Yearly Rent.	Value.
		£ s. d.	£ s. d.
Edward Coleman - -	Dwelling House situate on the West Side of Charles Court - No. 15		177 15 —
John Howard - -	- - Do. - - 16	34 — —	177 15 —
Thomas Dixon - -	- - Do. - - 17		164 — —
Charles Coleman - -	- - Do. - - 18		164 — —
Thomas Williams - -	Dwelling House situate on the East Side of Charles Court - No. 15		252 10 —
Jane Redin - -	- - Do. - - 16	40 — —	185 10 —
Aaron Carcass - -	- - Do. - - 17		152 — —
James Richardson - -	- - Do. - - 18		152 — —
	And also so much of the said Court as lies between the said Messuages.		
	J. T. Parkinson.	74 — —	1,425 10 —

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