ANNO QUINQUAGESIMO SECUNDO

GEORGII III. REGIS.

Cap. 179.

An Act for veſting Part of the Eſtates deviſed by the Will of *Elizabeth Jackſon* in Truſtees for Sale, and for applying the Purchaſe Money in Manner therein mentioned. [20th *June* 1812.]

The Will of Elizabeth Jackſon.

WHEREAS *Elizabeth Jackſon*, late or heretofore of *Margaret Street* in the Pariſh of *Saint Mary-le-bonne* in the County of *Middleſex*, Spinſter, being ſeiſed of or entitled to the Fee Simple of and in (amongſt other Hereditaments) one undivided Moiety, or Half Part or Share of and in the Meſſuage or Dwelling Houſe, Wharf, Warehouſes, Storehouſes, and Hereditaments herein-after deſcribed, by her laſt Will and Teſtament in Writing, bearing Date on or about the Firſt Day of *Auguſt* in the Year of our Lord One thouſand ſeven hundred and eighty-ſeven, which was duly executed and atteſted in ſuch Manner as by Law is required for paſſing Freehold Eſtates, gave and deviſed all and ſingular her Meſſuages, Farms, Lands, Tenements, Hereditaments, Part and Share, Parts and Shares of Meſſuages, Farms, Lands, Tenements, and all and ſingular her Real Eſtate whatſoever, both Freehold and Copyhold, with the Appurtenances thereto belonging, ſituate, lying, and being in the Counties of *Norfolk*, *Suffolk*, *Eſſex*, *Surrey*, *London*, *Middleſex*, and elſewhere, unto *Thomas Chaſe* therein deſcribed, and ſince deceaſed, during his Life, without Impeachment of Waſte; Remainder to the Uſe of *Samuel Salt* of the *Temple* Eſquire, and *George Tatem* of *Southampton Row Bloomſbury* Eſquire, and their Heirs, during the Life of the ſaid *Thomas Chaſe*, in Truſt to preſerve the contingent Remainders therein-after limited; Remainder to the Uſe of

of all and every the Child and Children of the Body of the ſaid *Thomas Chaſe*, as Tenants in Common in Tail, with Croſs Remainders (in caſe of the Death and Failure of Iſſue of any of the ſaid Children) in favour of the Survivors and Survivor in Tail; Remainder to *Saint Andrew Saint John* of the City of *Bath* Eſquire, for his Life, without Impeachment of Waſte; Remainder to the Uſe of the ſaid *Samuel Salt* and *George Tatem*, and their Heirs, during his Life, in Truſt to preſerve contingent Remainders; Remainder to the Uſe of all and every the Child and Children of the Body of the ſaid *Saint Andrew Saint John*, as Tenants in Common in Tail, with Croſs Remainders (in caſe of the Death and Failure of Iſſue of any of the ſame Children) in favour of the Survivors and Survivor in Tail; Remainder to *William Harwood*, Son of *Rebecca Harwood*, for his Life, without Impeachment of Waſte; Remainder to the Uſe of the ſaid Truſtees and their Heirs during his Life in Truſt, to preſerve contingent Remainders; Remainder to the Uſe of all and every the Child and Children of the Body of the ſaid *William Harwood* as Tenants in Common in Tail, with Croſs Remainders (in caſe of the Death and Failure of Iſſue of any of the ſame Children) in favour of the Survivors and Survivor in Tail, with Remainder to the Uſe of *Samuel Holland*, Son of *Jane Holland* Widow, his Heirs and Aſſigns for ever: And whereas the ſaid *Elizabeth Jackſon* departed this Life without revoking or altering her ſaid Will: And whereas the ſaid *Thomas Chaſe* departed this Life on or about the Twentieth Day of *November* in the Year One thouſand ſeven hundred and eighty-eight, without Iſſue: And whereas the ſaid *William Harwood* died on or about the Ninth Day of *May* which was in the Year of our Lord One thouſand ſeven hundred and ninety-one, without Iſſue: And whereas by an Act paſſed in the Thirty-third Year of His preſent Majeſty, intituled

33 G. 3. *An Act for confirming and rendering effectual a Partition and Diviſion between* William Thomas Darby *Eſquire, and* Saint Andrew Saint John *Eſquire, of divers Manors, Lands, and Hereditaments (heretofore the Eſtate of* Richard Jackſon *Eſquire, deceaſed) in the ſeveral Counties of* Norfolk, Eſſex, Surrey, Middleſex, *and the City of* London, *and for limiting and ſettling the ſpecific Parts thereof*, which upon ſuch Partition and Diviſion were allotted to each of them, to the ſeveral Uſes therein mentioned; it was (amongſt other Things) enacted, That the Entirety of (amongſt, and together with divers Manors, Meſſuages, Farms, Lands, Tenements, and Hereditaments ſituate and being at or near *Gayton* otherwiſe *Geyton* in the County of *Norfolk*, the principal Part of the ſettled Eſtate) all thoſe Three ſeveral Meſſuages or Dwelling Houſes, and Wharf, with the Warehouſes, Storehouſes, Buildings, Ground, and Appurtenances thereof and thereto belonging, ſituate at or near *The Hermitage* in the Pariſh of *Saint John Wapping* in the County of *Middleſex*, then in the Poſſeſſion of *Edward Hore* as Tenant thereof, to or under the ſaid *William Thomas Darby* and *Saint Andrew Saint John*; and alſo all thoſe Two other Meſſuages, Tenements, or Dwelling Houſes ſituate in *Hermitage Street* in the ſaid Pariſh of *Saint John Wapping*, with their Appurtenances, then in the Poſſeſſion of *Robert Haden* as Tenant thereof, to the ſaid *William Thomas Darby* and *Saint Andrew Saint John*; and alſo all that other Meſſuage or Tenement in *Hermitage Street* aforeſaid, with the Appurtenances then in the Poſſeſſion of *James Kilbington* as Tenant thereof to the ſaid *William Thomas Darby* and *Saint Andrew Saint John*, and which ſaid Meſſuages or Tenements, Wharf, and Premiſes laſt mentioned and deſcribed, were theretofore called or known by the Name of *The Hermitage* or *Swan's*

Neſt, and of and in all the Appurtenances, and which ſaid Buildings have ſince been burnt down and rebuilt, and are deſcribed in the Schedule hereto annexed, ſhould, from and immediately after the Twenty-fourth Day of *June* One thouſand ſeven hundred and ninety-three, be ſettled upon and veſted in, and the ſame were thereby from thenceforth ſettled upon and veſted in the ſaid *Saint Andrew Saint John*, and his Aſſigns, for his Life, without Impeachment of Waſte, with ſuch Remainders over, and with, under, and ſubject to ſuch Powers, Proviſoes, Limitations, and Declarations as in and by the ſaid in Part recited Will of the ſaid *Elizabeth Jackſon* deceaſed were limited, declared, or expreſſed, of and concerning the ſaid undivided Moiety of the ſaid *Elizabeth Jackſon*, of the ſeveral Manors or Lordſhips, Meſſuages, Farms, Lands, Tythes, Tenements, Foldcourſe, Liberty of Foldage, Shack and Feed of Sheep, Rents, Hereditaments, and Premiſes therein-before mentioned, or ſuch and ſo many of them as at the Time of paſſing that Act were exiſting, undetermined, and capable of taking Effect, and ſo far as the Nature of the Tenure of the ſame Hereditaments and Premiſes reſpectively would admit; and it was thereby further enacted, That it ſhould be lawful to and for the ſaid *Saint Andrew Saint John*, his Executors or Adminiſtrators, to ſubject and charge all and every the entire Hereditaments ſo allotted and limited to the ſaid *Saint Andrew Saint John* for his Life, with ſuch Remainders over in reſpect thereof as aforeſaid, or any Part thereof, with One Moiety or Half Part of the Coſts, Charges, and Expences of applying for, ſoliciting, obtaining, and paſſing that Act, and for ſecuring the ſame or any Part thereof, with legal or any leſs Rate of Intereſt, to grant and demiſe the Hereditaments ſo to be charged by virtue of that preſent Power or any Part thereof, unto any Perſon or Perſons who ſhould advance or lend the ſame, his, her, or their Executors, Adminiſtrators, or Aſſigns, for any Term or Number of Years, ſo as ſuch Grant or Demiſe, Grants or Demiſes be made with a Proviſo to ceaſe and be void, or with an expreſs Truſt to be ſurrendered when ſuch Sum or Sums of Money thereby to be ſecured, and the Intereſt thereof ſhould be paid and ſatisfied; and ſo as in ſuch Grant or Demiſe, Grants or Demiſes reſpectively, there be contained the Perſonal Covenant of the Perſon ſo making ſuch Grant or Demiſe, Grants or Demiſes, to keep down the Intereſt during his or her Life, of the Money thereby reſpectively to be ſecured, which ſaid Grant and Demiſe, Grants and Demiſes ſhould be good, valid, and effectual in the Law, to all Intents and Purpoſes whatſoever: And whereas by Indenture dated on or about the Second Day of *December* One thouſand ſeven hundred and ninety-three, and made between the ſaid *Saint Andrew Saint John* of the Firſt Part, *Thomas Richardſon* of *Chelſea* in the ſaid County of *Middleſex*, Surveyor, and *Nathaniel Kent* of *Fulham* in the ſaid County of *Middleſex*, Surveyor, of the Second Part, *William Lawſon* of *Gray's Inn* in the ſaid County of *Middleſex*, Gentleman, of the Third Part, and *Lawrence Crump* of *Chancery Lane* in the ſaid County of *Middleſex*, Eſquire, of the Fourth Part, in Conſideration of Three hundred and fifty-two Pounds Five Shillings and Nine-pence, by the ſaid *Lawrence Crump* to the ſaid *Thomas Richardſon* and *Nathaniel Kent* paid, and of Three hundred and ten Pounds Six Shillings and Eleven-pence Halfpenny to the ſaid *William Lawſon*, paid by the ſaid *Lawrence Crump* at the Requeſt of the ſaid *Saint Andrew Saint John*, making together Six hundred and ſixty-two Pounds Twelve Shillings and Eight-pence Halfpenny, being One Moiety of the Coſts, Charges, and Expences

Mortgage of 2d December 1793.

Expences of applying for, ſoliciting, and obtaining the ſaid laſt mentioned Act; the ſaid *Saint Andrew Saint John* did ſubject and charge all the entire Manors, Meſſuages, and Hereditaments allotted to the ſaid *Saint Andrew Saint John*, with the ſaid Sum of Six hundred and ſixty-two Pounds Twelve Shillings and Eight-pence Halfpenny, and Intereſt, and did bargain and ſell the ſame Manors, Meſſuages, Hereditaments, and Premiſes unto the ſaid *Lawrence Crump*, his Executors, Adminiſtrators, and Aſſigns, for Five hundred Years, ſubject to a Proviſo for Redemption on Payment of the ſaid Sum of Six hundred and ſixty-two Pounds Twelve Shillings and Eight-pence Halfpenny, with Intereſt, on the Second Day of *December* One thouſand ſeven hundred and ninety-four: And whereas by Indenture dated on or about the Twenty-firſt Day of *May* One thouſand eight hundred and ſeven, *John Page* of *Great Ruſſell Street* in the ſaid County of *Middleſex*, Eſquire, and *John Wilmot* of *Eſſex Street* in the ſaid County of *Middleſex*, Eſquire, Executors of the ſaid *Lawrence Crump* deceaſed, in Conſideration of Six hundred and ſixty-two Pounds Twelve Shillings and Eight-pence Halfpenny, and all Intereſt due thereon, paid to them by the Reverend *John Francis Seymour Saint John*, One of the Prebendaries of *Worceſter*, did aſſign the ſaid Manors, Meſſuages, Hereditaments, and Premiſes unto the ſaid *John Francis Seymour Saint John*, for the then Reſidue of the ſaid Term of Five hundred Years, ſubject to Redemption on Payment of the ſaid Six hundred and ſixty-two Pounds Twelve Shillings and Eight-pence Halfpenny and Intereſt: And whereas an Act was paſſed in the Fiftieth Year of the Reign of His preſent Majeſty, intituled *An Act for incloſing Lands in the Pariſh of* Gayton *otherwiſe* Geyton, *in the County of* Norfolk, and which Incloſure related to the ſaid Eſtates deviſed and ſettled by the ſaid in Part recited Will and the recited Act for Partition: And whereas by an Agreement made and entered into on or about the Seventh Day of *September* One thouſand eight hundred and eleven, between the ſaid *Saint Andrew Saint John* of the one Part, and *John Inglis* of *Mark Lane*, in the City of *London*, Eſquire, Treaſurer of the *London* Dock Company, for and on Behalf of the ſaid Company, of the other Part, the ſaid *Saint Andrew Saint John* did agree with the ſaid *John Inglis* to ſell to the ſaid *London* Dock Company, and the ſaid *John Inglis*, for and on Behalf of the ſaid Company, agreed to purchaſe of the ſaid *Saint Andrew Saint John* all that Meſſuage or Dwelling Houſe and Range of Warehouſes commonly known by the Name of *Hore's Wharf*, ſituate and being on the Eaſt Side of the *Hermitage Dock*, and abutting North on *Wapping Street*, South on the River *Thames*, and Eaſt on a Meſſuage and Premiſes called or known by the Sign of *The Gun* Public Houſe, and which ſaid Meſſuage or Dwelling Houſe and the ſaid Range of Warehouſes are ſituate in the Pariſh of *Saint John Wapping*, in the County of *Middleſex*, and were then in the Tenure or Occupation of *Edward Hore*, his Under Tenants or Aſſigns, under and by virtue of a Leaſe granted to him thereof by the ſaid *Saint Andrew Saint John*, for the Term of Twenty-one Years, computed from the Sixth Day of *July* which was in the Year One thouſand ſeven hundred and ninety-five, at the yearly Rent of Four hundred Pounds, together with their and every of their Appurtenances, free from all Incumbrances (except the ſaid Leaſe to the ſaid *Edward Hore*), at or for the Price or Sum of Twenty-one thouſand Pounds: And whereas the ſaid *Saint Andrew Saint John* intermarried with *Anne Hardwicke* on or about the Ninth Day of *March* One thouſand ſeven hundred and ninety-nine, and hath Iſſue by her Five Children,

Indenture of 21ſt May 1807.

50 G. 3.

Agreement of 7th Sept. 1811.

dren, namely, *Saint Andrew Saint John*, *John Beauchamp Saint John*, *Anna Theodora Saint John*, *Charlotte Saint John*, and *Matilda Louisa Saint John*, all of whom are Infants under the Age of Twenty-one Years, and hath no other Child or Issue: And whereas it would be for the Benefit of the several Persons interested in the said devised Estates, if the said Messuage or Tenement, Wharf, Warehouses, and Hereditaments herein-before and herein-after described, and also described in the Schedule hereto annexed, were vested in Trustees, to carry into Effect the said recited Contract with or for the said *London* Dock Company, or in case the same should not be completed and the Purchase Money paid, according to the Tenor thereof, then to sell the same to any other Person or Persons, and if the Money arising from such Sale or Sales were applied in Payment of the said Mortgage Debt or Sum of Six hundred and sixty-two Pounds Twelve Shillings and Eight-pence Halfpenny, and for or towards defraying the Share of the said *Saint Andrew Saint John*, or other the Person or Persons for the Time being in Possession of the said devised Estates under the said Will of the said *Elizabeth Jackson* and the said Act for Partition, of the Costs and Charges of obtaining and executing the said recited *Gayton* Inclosure Act, and of fencing and subdividing his or their Allotment or Allotments, in case the same should be subdivided, and if the Surplus or Residue, after Payment of the Expences of obtaining this Act, and otherwise relating thereto, and the Trusts thereof, were laid out or invested in the Purchase of other Estates contiguous to the said devised Estates in the said County of *Norfolk*, to be settled to the subsisting Uses, Trusts, and Powers limited or created, or referred to in and by the said Will and Act of Partition, of or concerning the said Messuage or Dwelling House, Wharf, and Hereditaments hereby vested in the said Trustees, or which would have subsisted therein under the same Will and Act, in case this Act had not passed, but which, by reason of the Devises and Limitations contained or referred to in the said in Part recited Will of the said *Elizabeth Jackson*, and the said in Part recited Act for Partition, cannot be carried into Execution without the Aid and Authority of Parliament; wherefore Your Majesty's most dutiful and loyal Subjects, the said *Saint Andrew Saint John* the elder, on Behalf of himself and his Infant Children, the said *Saint Andrew Saint John* the younger, *John Beauchamp Saint John*, *Anna Theodora Saint John*, *Charlotte Saint John*, and *Matilda Louisa Saint John*, and the said *Samuel Holland*, 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 that Piece or Parcel of Ground and Wharf, situate at or near *Hermitage Bridge* in the Parish of *Saint John Wapping* aforesaid, with the Messuage or Dwelling House, Warehouses, and other the Erections and Buildings thereon lately erected and built in the Room and Stead of the several Messuages, Dwelling Houses, Warehouses, and Wharf, lately standing thereon, and consumed by Fire, and which previously to the said Fire were in the several Tenures or Occupations of the said *Edward Hore* and of *Robert Haden*, and *James Kilbington*, or their several Under-tenants, some or One of them, adjoining on the South to the River *Thames*, and on the North to the Street called *Wapping* or *Hermitage Street*, and which said Hereditaments are also described in the Schedule hereto annexed, with their and every of their Rights, Members, and Appurtenances, shall from and immediately after the passing of this Act be vested in *Henry Saint John* of *Hornsey* in

The Middlesex Estate vested in Henry St. John, Esq. and the Rev. Thos. Hardwicke, upon Trust, to complete the Sale with the London Dock Company.

in the County of *Middlesex*, Esquire, and the Reverend *Thomas Hardwicke* of *Worcester* College, *Oxford*, A. M. their Heirs and Assigns, absolutely freed and discharged of and from all and singular the Estates, Uses, Trusts, Limitations, Intails, Powers, Provisoes, and Declarations created, limited, or contained, or referred to, of or in the said Hereditaments or any of them, or any Part or Parts thereof, by and in the said in Part recited Will of the said *Elizabeth Jackson*, and the said in Part recited Act for Partition, or either of them, but upon and for the Trusts, Intents, and Purposes herein-after expressed and declared of or concerning the same; (that is to say), upon Trust, that they the said *Henry Saint John* and *Thomas Hardwicke*, or the Survivor of them, or the Heirs and Assigns of such Survivor, do and shall with all convenient Speed, complete and carry into Execution the said in Part recited Agreement of the Seventh Day of *September* One thousand eight hundred and eleven, according to the true Intent and Meaning thereof, and do and shall, upon Payment of the said Sum of Twenty-one thousand Pounds arising from such Sale into the Bank of *England*, or otherwise as herein-after is mentioned, grant, convey, and assure the said Hereditaments and Premises hereby vested in the said *Henry Saint John* and *Thomas Hardwicke*, their Heirs and Assigns, unto and to the Use of, or in Trust for the said *London* Dock Company, as the said *London* Dock Company shall direct or appoint, and do, and shall make, do, and execute all such Acts, Deeds, Matters, Things, Conveyances, and Assurances in the Law, as the said *Henry Saint John* and *Thomas Hardwicke*, or the Survivor of them, or the Heirs or Assigns of such Survivor shall think necessary, proper, or expedient for effectuating or completing such Sale or Agreement for Sale as aforesaid; or in case the said Contract with, or for the said *London* Dock Company should not be completed, and the said Sum of Twenty-one thousand Pounds paid according to the Tenor of such Contract, and the Direction of this Act in that Behalf contained, then upon further Trust that the said *Henry Saint John* and *Thomas Hardwicke*, and the Survivor of them, and the Heirs and Assigns of such Survivor do and shall with all convenient Speed, with the Approbation of the Person or Persons, who according to the Uses and Trusts declared or contained, and referred to in and by the said Will of the said *Elizabeth Jackson*, and the said in Part recited Act for Partition, would for the Time being have been beneficially entitled to the Rents and Profits of the Hereditaments and Premises hereby vested and settled as aforesaid, if this Act had not been made, or if any such Person or Persons shall be an Infant or Infants, then with the Approbation of his, her, or their Guardian or Guardians, to be testified by Writing under his, her, or their Hand and Seal, or Hands and Seals, make Sale and dispose of the said Messuage or Dwelling House, Wharf, and Hereditaments hereby vested and settled as aforesaid, or such Part thereof, as to which the said Contract shall not be completed as aforesaid, either together or in Parcels, and either by public Auction or by private Contract, or partly by public Auction and partly by private Contract, unto any Person or Persons for the best Price or Prices in Money that can at the Time of such Sale or Sales be reasonably obtained for the same, and upon Payment into the Bank in Manner herein-after mentioned of the Purchase Money, for which the same Hereditaments and Premises, or any Part thereof shall be so sold, do and shall convey and assure the same Hereditaments so to be sold and disposed of, unto and to the Use of the Purchaser or Purchasers thereof respectively, and his, her, or their Heirs or Assigns, or as he or they shall direct or appoint.

Power to pay Part of the Purchaſe Money in Satisfaction of Mr. Saint John's Mortgage.

II. And be it further enacted, That the ſaid *London* Dock Company, or any other Purchaſer or Purchaſers, ſhall, if the ſaid *Henry Saint John* and *Thomas Hardwicke*, or the Survivor of them, his Heirs or Aſſigns, ſo require, pay any Part of the ſaid Purchaſe Money in or towards ſatisfying and diſcharging the ſaid Sum of Six hundred and ſixty-two Pounds Twelve Shillings and Eight-pence Halfpenny, charged upon the ſaid Hereditaments hereby veſted in the ſaid *Henry Saint John* and *Thomas Hardwicke*, or any Part thereof, to the Perſon or Perſons who for the Time being ſhall be entitled to the ſaid Mortgage Money or Sum of Six hundred and ſixty-two Pounds Twelve Shillings and Eight-pence Halfpenny; and the Receipt or Receipts of the Perſon or Perſons who ſhall be ſo entitled to the ſaid Sum of Six hundred and ſixty-two Pounds Twelve Shillings and Eight-pence Halfpenny, ſhall be a ſufficient Diſcharge and ſufficient Diſcharges to the ſaid *London* Dock Company, their Succeſſors and Aſſigns, or the Purchaſer or Purchaſers, Perſon or Perſons, who ſhall make any ſuch Payment, his, her, or their Heirs and Aſſigns.

Application of Purchaſe Money.

III. And be it further enacted, That the ſaid *London* Dock Company ſhall pay the ſaid Sum of Twenty-one thouſand Pounds, or other the Purchaſer or Purchaſers ſhall pay his, her, or their Purchaſe Money, or ſo much thereof as ſhall not be applied in Payment of the ſaid Mortgage or Charge of Six hundred and ſixty-two Pounds Twelve Shillings and Eight-pence Halfpenny, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there *ex parte* the Purchaſer or Purchaſers, purſuant to the Method preſcribed by the Act of the Twelfth Year of King *George* the Firſt, Chapter the Thirty-ſecond, 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 the Twenty-fourth, and ſo ſoon as conveniently may be after the ſame ſhall have been paid in as aforeſaid, a competent Part thereof ſhall, upon a Petition or Petitions to be preferred to the Court of Chancery in a ſummary Way by the ſaid *Saint Andrew Saint John* the elder, or the Perſon or Perſons who for the Time being would be entitled to the Rents of the Eſtates ſo to be purchaſed as herein-after is mentioned, if ſuch Perſon or Perſons ſhall be of full Age, but if ſuch Perſon or Perſons ſhall be under Age, then by his, her, or their Guardian or Guardians, as the Caſe may happen, be applied in the Firſt Place in Payment and Satisfaction of the ſaid Mortgage or Charge of Six hundred and ſixty-two Pounds Twelve Shillings and Eight-pence Halfpenny, in caſe the ſame ſhould not previouſly have been paid, under the Power or Authority for that Purpoſe herein-before contained, and in the next Place in paying and diſcharging all Coſts, Charges, and Expences, (to be taxed and ſettled) as herein-after mentioned, and the Surplus or Reſidue thereof, upon a Petition to be preferred to the ſaid Court of Chancery in a ſummary Way by the ſaid *Saint Andrew Saint John* the elder, or other the Perſon or Perſons ſo for the Time being entitled as aforeſaid, or his, her, or their Guardian or Guardians, as the Caſe may be, ſhall, in ſuch Manner as the ſaid Court of Chancery may think juſt and ſhall direct, be applied in the Firſt Place in Payment to the Commiſſioners under the ſaid in Part recited Incloſure Act, for or towards defraying the Share of the ſaid *Saint Andrew Saint John*, or other the Perſon or Perſons entitled in Poſſeſſion as aforeſaid, of the Coſts and Charges of obtaining and executing

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the ſaid in Part recited Incloſure Act; and of fencing and ſubdividing his, her, or their Allotment or Allotments, in caſe the ſame ſhould be fenced and ſubdivided, and after and ſubject to the Payment thereof be laid out and inveſted in One or more Purchaſe or Purchaſes of Freehold Manors, Meſſuages, Lands, Tenements, or Hereditaments, or of Copyhold Lands or Hereditaments, which may reſpectively be approved of by the ſaid Court of Chancery, as being convenient to be holden or enjoyed with the Hereditaments in the ſaid County of *Norfolk* deviſed and ſettled by the ſaid Will of the ſaid *Elizabeth Jackſon* and the ſaid in Part recited Act, for Partition; and that upon or immediately after the making of ſuch Purchaſe or Purchaſes, all and ſingular the Manors, Meſſuages, Lands, Tenements, and Hereditaments ſo to be purchaſed, ſhall be conveyed, ſurrendered, and aſſured, and ſettled to, for, upon, and ſubject to ſuch and ſo many of the Uſes, Truſts, Charges, Powers, Proviſoes, and Limitations in and by the ſaid herein-before in Part recited Will of the ſaid *Elizabeth Jackſon* and the ſaid in Part recited Act for Partition, limited, declared, and contained of or concerning the ſaid Hereditaments and Premiſes hereby veſted in the ſaid *Henry Saint John* and *Thomas Hardwicke*, as at the Time of making ſuch Conveyances, Settlements, and Aſſurances as aforeſaid, ſhall be exiſting, undetermined, or capable of taking Effect, or would have been exiſting, or undetermined, or capable of taking Effect in the ſame Hereditaments, in caſe this Act had not been paſſed, or as near thereto as the Nature and Quality of the Eſtates ſo to be purchaſed will admit of.

Until the Money ſhall be applied in a Purchaſe as before directed, it ſhall be laid out in Navy, Victualling, Tranſport, or Exchequer Bills.

IV. And be it further enacted, That in the mean Time, and until a proper Purchaſe or proper Purchaſes can be found, whereupon the Money ariſing from ſuch Sale or Sales as aforeſaid ſhall be laid out, the Money ariſing therefrom and ſo paid into the Bank as aforeſaid, or ſo much thereof as ſhall not be ordered by the ſaid Court of Chancery to be applied in Payment of Coſts and Expences, according to the Directions in this Act, ſhall be by the ſaid Accountant General of the ſaid Court laid out in the Purchaſe of Navy, Victualling, or Tranſport Bills, or Exchequer Bills, and the Intereſt ariſing from the Money ſo laid out in the ſaid Navy, Victualling, or Tranſport Bills, or Exchequer Bills, and the Monies received for the ſame, as they ſhall be reſpectively paid off by Government, ſhall be laid out in the Name of the ſaid Accountant General in the Purchaſe of other Navy, Victualling, or Tranſport Bills, or Exchequer Bills; all which ſaid Navy, Victualling, and Tranſport Bills and Exchequer Bills ſhall be depoſited in the Bank in the Name of the ſaid Accountant General, and ſhall there remain until a proper Purchaſe or Purchaſes be made as herein-before is mentioned, the ſame ſhall be ordered to be ſold by the ſaid Accountant General of the ſaid Court, for the completing of ſuch Purchaſe or Purchaſes; and if the Money ariſing by the Sale of ſuch Navy, Victualling, Tranſport, or Exchequer Bills ſhall exceed the Amount of the whole Purchaſe Money, when ſo laid out in the Purchaſe thereof as aforeſaid, then and in ſuch 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 and Hereditaments directed to be purchaſed, in caſe the ſame had been purchaſed purſuant to this Act, or the Repreſentative or Repreſentatives of ſuch Perſon or Perſons.

V. Pro-

Court of Chancery to make Orders for taxing Costs, &c.

V. Provided always, and be it further enacted, That it shall be lawful for the Court of Chancery, and the said Court is hereby required from Time to Time to make an Order for taxing and settling the Costs, Charges, and Expences of obtaining and passing this Act, and of making and completing the Sale or Sales of the Lands and Hereditaments hereby made saleable, and for taxing the Costs of the several Applications to be made to the said Court respecting the Matters aforesaid, and the Costs of taking the said Monies out of the Bank and investing such Monies in a new Purchase or Purchases as aforesaid, and for Payment of all such Costs, Charges, and Expences out of the said Monies, or out of the Monies arising by Sale of the Navy, Victualling, Transport, or Exchequer Bills so to be purchased as aforesaid, and to make all such further and other Orders as shall be necessary or expedient in carrying the Trusts and Purposes of this Act into Execution.

Certificate of the Accountant General with the Cashier's Receipt to be Discharges to Purchasers.

VI. And be it further enacted, That the Certificate of the said Accountant General, and Receipt of the Cashier of the Bank of *England*, under their respective Hands, for the Money to arise from the said Sale or Sales, and so to be paid into the Bank as aforesaid, shall at all Times be good and effectual Release and Discharge, or good and effectual Releases and Discharges to the Purchaser or Purchasers of the said Hereditaments and Premises hereby vested in the said *Henry Saint John* and *Thomas Hardwicke*, and their Heirs, in Trust, for Sale as herein-before is mentioned, and the Successors, Heirs, Executors, Administrators, and Assigns of such Purchaser or Purchasers, for so much Money as in such Receipt or Receipts shall be expressed to be received, and that after such Receipt or Receipts shall be given the said Purchaser or Purchasers, and the Successors, Heirs, Executors, Administrators, and Assigns of such Purchaser or Purchasers shall be discharged from seeing to the Application, and for any Loss, Misapplication, or Non-application of the Money in such Receipt or Receipts mentioned and acknowledged to be received, or any Part thereof.

Until Sale is completed, Rents to be received, as if the Act had not passed.

VII. Provided always, and be it further enacted by the Authority aforesaid, That in the mean Time, and until the said *London* Dock Company, their Successors or Assigns, shall, under the said recited Contract and this Act, become entitled to the Receipt of the Rents and Profits of the said Hereditaments hereby vested in the said *Henry Saint John* and *Thomas Hardwicke*, or until such Sale or Sales and Conveyance or Conveyances shall be completed and made as aforesaid in pursuance of this Act, the said *Henry Saint John* and *Thomas Hardwicke*, their Heirs and Assigns, do and shall permit and suffer the said Hereditaments hereby vested in them as aforesaid to be holden and enjoyed, and the Rents, Issues, and Profits thereof to be had, received, and taken by and for the Benefit of such Person or Persons as would be entitled to, and ought to hold and enjoy, and receive the same, in case this Act had not been made.

General Saving.

VIII. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every Persons and Person, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators, (other than and except the said *Saint Andrew Saint John* the elder, and the said *Saint Andrew Saint John* the younger, *John Beauchamp Saint John*, *Anna Theodora Saint John*, *Charlotte Saint John*, and *Matilda Louisa Saint John*, the said Children now born of the said *Saint Andrew Saint John* the elder,

and the Heirs of the respective Bodies of the said *Saint Andrew Saint John* the younger, *John Beauchamp Saint John*, *Anna Theodora Saint John*, *Charlotte Saint John*, and *Matilda Louisa Saint John*, and except all and every the Children and Child hereafter to be born of the said *Saint Andrew Saint John* the elder, and the Heirs of their, his, and her respective Bodies and Body; and except the said *Samuel Holland*, his Heirs and Assigns, and the said *Samuel Salt* and *George Tatem*, the Trustees named in the said Will for preserving Contingent Remainders, their and each of their Heirs and Assigns; and all and every other Persons and Person claiming or to claim any Estate, Right, Title, or Interest in, to, or out of the said Hereditaments comprised in the said Schedule hereto annexed, under or by virtue of the said Will of the said *Elizabeth Jackson* and the said Act for Partition, except the Person or Persons claiming under the said Lease to the said *Edward Hore* for Twenty-one Years, and under or by virtue of the said Mortgage or Charge for Six hundred and sixty-two Pounds Twelve Shillings and Eight-pence Halfpenny), all such Estate, Right, Title, Interest, Benefit, Property, Possession, Claim, and Demand whatsoever, either at Law or in Equity, of, in, to, or out of the said Hereditaments and Premises comprised in the said Schedule hereto annexed, and hereby vested in Trust as aforesaid, as they, every, or any of them could or might have had or enjoyed in case this Act had not been passed.

Act to be printed by the King's Printers.

IX. 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 that a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

The SCHEDULE to which the foregoing Act refers.

Tenant's Name.	Description.	Annual Rent.
		£ s. d.
Edward Hore.	Hore's Wharf, comprising on its general Site about 13,400 superficial Feet, wholly covered by a Stack or Stacks of Brick Warehouses, and a Brick Dwelling House, situate in the Parish of Saint John, Wapping.	400 — —

James Spiller, Surveyor.

LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN, Printers to the King's most Excellent Majesty. 1812.