ANNO QUINTO

VICTORIÆ REGINÆ.

Sess. 2.

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between the Right Honourable *Willoughby* Earl of *Abingdon*, therein described as the Nephew and Heir at Law of the Right Honourable *Montague Venables*, then late Earl of *Abingdon*, deceased, who in his Lifetime was the only surviving Trustee of the Will of the said Sir *John Cass*, of the one Part, and *Crispe Gascoyne* Esquire, and Twenty other Persons, in the said Indenture named, of the other Part, amongst other Things, the Freehold Piece or Parcel of Land described in the Schedule to this Act annexed became vested in the said *Crispe Gascoyne* Esquire and the said Twenty other Persons, Parties with him to the said Indenture of Bargain and Sale, upon Trust for the charitable Purposes directed by the said decretal Order of the High Court of Chancery, dated the Thirtieth Day of *April* One thousand seven hundred and forty-eight, being Trusts for completing and endowing certain Charity Schools erected by the said Sir *John Cass* in his Lifetime, in the said Freedom Part of the Parish of *Saint Botolph without Aldgate*; and by the said Indenture of Bargain and Sale it was declared, that the Survivors of the Twenty-one Trustees therein named as Bargainees, or the major Part of such Survivors, when and so often as they should be reduced to the Number of Eleven, should elect new Trustees to fill up the Place of such of them as should be dead, and should then also with all convenient Speed convey in due Form of Law all the thereinmentioned Hereditaments, so as that the same might be vested in the surviving Bargainees, together with Ten other fit Persons to be elected by such Eleven surviving Bargainees, and the Heirs and Assigns of the said Twenty-one Persons, upon the same Trusts, and to and for the same Uses, Intents, and Purposes, and under and subject to such and the like Declaration for filling up the Trust, from Time to Time, as was in and by the said Indenture now in recital mentioned and expressed concerning the Premises, with a Recital or Preamble in or before such new Deed of Conveyance so from Time to Time to be made as aforesaid of the Foundation of the said Charity Schools by the said Sir *John Cass* to the Effect in that Behalf therein mentioned: And whereas by a Decree of the said High Court of Chancery, dated the Seventeenth Day of *March* One thousand eight hundred and thirty-seven, and made in a Suit instituted at the Information of Her Majesty's Attorney General against Sir *James Shaw* Baronet and others, being Trustees of the said Charity, it was amongst other things referred to One of the Masters of the said Court to inquire and state to the Court what Freehold, Copyhold, and Leasehold Estates respectively and what Personal Estate belonged to the said Charity, and where the same Freehold, Copyhold, and Leasehold Estates, and every of them, respectively, were situate, and in whom and in whose Names the said Freehold, Copyhold, Leasehold, and Personal Estate were respectively vested or standing; and certain Defendants, in the said Decree named, by their Counsel desiring to be discharged from the Trusts of the Will of the said Sir *John Cass*, the Court declared that they were so discharged accordingly, and it was referred to the said Master to approve of new Trustees to be appointed in their Room, and it was also ordered that the usual and necessary Conveyances, Surrenders, Assignments, and Transfers respectively of the said Freehold, Copyhold, Leasehold, and Personal Estate of the said Charity be made by

Decree of the Court of Chancery in Attorney General v. Shaw, dated 17th March 1837.

the said Sir *James Shaw*, and by the Defendants *John Worthington*, *Nathaniel Whalley*, Sir *John Arundel*, Sir *James Flower*, *Richard Henderson Clark*, *Charles Wilson*, *Robert Whalley*, *John Dyer*, *Edward Colebatch*, and *John Smith*, as surviving Trustees of the said Estates, so as to vest the same Estates and every of them in such surviving Trustees jointly with *Thomas Johnson*, *George Barker*, *George Wright*, *James Martin*, *Benjamin Standring*, *Richard Ellis*, *John Annis*, *Joseph Bishop*, *Thomas Carlyle Hayward*, and *Joseph Colebatch*, in the said Decree named, or such other Persons to be appointed as aforesaid as new Trustees thereof, or such of the said surviving Trustees and new Trustees as should be living at the Time of the Execution of such Conveyances, Surrenders, Assignments, or Transfers respectively: And whereas the Master to whom the said last-mentioned Cause stood referred made his Report, bearing Date the Third Day of *April* One thousand eight hundred and forty, which was absolutely confirmed by an Order of the said Court of Chancery, dated the Eighth Day of *July* One thousand eight hundred and forty, and he thereby, amongst other things, found that an Appointment of Trustees of the said Charity took place in the Year One thousand eight hundred and seventeen, and that by Indentures of Lease and Release, bearing Date respectively the First and Second Days of *February* One thousand eight hundred and twenty-one, the legal Estate in the Charity Lands and Hereditaments was conveyed to and vested in *Bamber Gascoyne*, *Richard Clark*, *Charles Cameron*, *Benjamin Gascoyne*, *William Wilson*, Sir *Charles Flower*, *Nathaniel Whalley*, *John Pistor*, Sir *John Arundel*, *Russel Skinner*, Sir *James Shaw*, Sir *James Flower*, *Richard Henderson Clark*, *Thomas Wildman Goodwyn*, *Charles Wilson*, *Robert Whalley*, *John Dyer*, *William Pratt*, *Edward Colebatch*, and *John Smith*, their Heirs and Assigns for ever; and he found that the surviving Trustees under such last-mentioned Appointment in the Year One thousand eight hundred and thirty-four were the before-named Sir *James Shaw* Baronet, *John Worthington*, formerly *John Pistor*, *Nathaniel Whalley*, Sir *John Arundel* Knight, Sir *James Flower* Baronet, *Richard Henderson Clark*, *Charles Wilson*, *Robert Whalley*, *John Dyer*, *Edward Colebatch*, and *John Smith*, and that in or about the Month of *October* One thousand eight hundred and thirty-four, with a view to make up the Number of Twenty-one Trustees, the said last-mentioned Trustees proceeded to elect the said *Thomas Johnson*, *George Barker*, *George Wright*, *James Martin*, *Benjamin Standring*, *Richard Ellis*, *John Annis*, *Joseph Bishop*, *Thomas Carlyle Hayward*, and *Joseph Colebatch* to be Trustees together with them, but no Conveyances of the said Testator's Real Estates appeared to have been made so as to vest effectually the legal Estate thereof respectively in such continuing and such new Trustees, and that it was admitted before such Master that the Defendant Sir *John Arundel*, one of the said Trustees, departed this Life in the Year One thousand eight hundred and thirty-seven, and the Defendant *John Smith* also departed this Life in the Month of *August* One thousand eight hundred and thirty-seven, and that since the Date of the said Decree the Defendants *Nathaniel Whalley* and *Richard Henderson Clark* had both died, and that the said Defendants Sir *James Shaw* Baronet, *John Worthington*, Sir *James Flower* Baronet, *Charles Wilson*, *Robert Whalley*,

Report of the Master in Attorney General v. Shaw, 3d April 1840.

Whalley, *John Dyer*, and *Edward Colebatch* were then the surviving Trustees of the said Charity Lands and Hereditaments, in whom the legal Estate therein was vested: And whereas by a decretal Order of the said High Court of Chancery, made on further Directions in the said Cause of the Attorney General against Sir *James Shaw* and others, dated the Twentieth Day of *July* One thousand eight hundred and forty, it was, amongst other things, referred back to the said Master to appoint Two new Trustees in the Room of the said Sir *John Arundel* and *John Smith*, and thereupon that all proper Conveyances should be duly executed pursuant to the Directions contained in the Decree made on the hearing of the said Cause, dated the Seventeenth Day of *March* One thousand eight hundred and thirty-seven, such Conveyances to be settled by the said Master: And whereas the said Master, by his further Report, dated the Twenty-ninth Day of *April* One thousand eight hundred and forty-one, appointed *Edward Jones* and *James Richard Thomson* Trustees of the said Charity, in the Place of the said Sir *John Arundel* and *John Smith*, and the said Master certified that he had perused the Draft of a Deed for conveying the said Charity Estates, such Deed being made by Indenture of Bargain and Sale, or Lease for a Year, and Indenture of Release, the Lease for a Year purporting to be made between the said Sir *James Shaw*, *John Worthington*, Sir *James Flower*, *Charles Wilson*, *Robert Whalley*, *John Dyer*, and *Edward Colebatch*, of the one Part, and the said *John Clark* of the other Part, and the Indenture of Release purporting to be made between the said Sir *James Shaw*, *John Worthington*, Sir *James Flower*, *Charles Wilson*, *Robert Whalley*, *John Dyer*, and *Edward Colebatch*, of the First Part, the said *John Clark* of the Second Part, and the said *Thomas Johnson*, *Joseph Bishop*, *Benjamin Standring*, *George Wright*, *George Barker*, *John Annis*, *Thomas Carlyle Hayward*, *Richard Ellis*, *Joseph Colebatch*, *James Martin*, *William Christie*, *Thomas Cording*, *William Wood*, *Henry John White*, *James Richard Thomson*, and *Edward Jones* of the Third Part, and the said Sir *James Flower*, *Robert Whalley*, *George Barker*, and *Benjamin Standring* of the Fourth Part, and the said Master approved of the same, and stated that he had caused the same to be engrossed, and had signed his Name in the Margin of the Engrossment, and directed the same to be executed by all the Parties thereto: And whereas the said Indentures of Lease and Release, so approved by the said Master, bore Date as executed the Tenth and Eleventh Days of *May* One thousand eight hundred and forty-one respectively, and were duly executed by the several Parties thereto, and thereby, amongst other Hereditaments, the said Piece or Parcel of Land described in the Schedule to this Act became vested in the said Sir *James Shaw*, Sir *James Flower*, *Charles Wilson*, *Robert Whalley*, *Edward Colebatch*, *Thomas Johnson*, *Joseph Bishop*, *Benjamin Standring*, *George Wright*, *George Barker*, *John Annis*, *Thomas Carlyle Hayward*, *Richard Ellis*, *Joseph Colebatch*, *James Martin*, *William Christie*, *Thomas Cording*, *William Wood*, *Henry John White*, *James Richard Thomson*, and *Edward Jones*, upon Trust for the charitable Purposes directed by the said Sir *John Cass*, as the same were settled and established by the said Decree of the said High Court of Chancery, made on the Twentieth Day of *July* One thousand

Decree of the Court of Chancery on further Directions in Attorney General v. Shaw, 20th July 1840.

Master's further Report approving of Conveyance, 29th April 1841.

Indentures of Lease and Release, dated 10th and 11th of May 1841.

thousand eight hundred and forty, on the last-mentioned Information, being charitable Purposes for the better carrying on of the aforesaid School, and mentioned in a Scheme approved of by the said Master under the Reference made to him for that Purpose by the said decretal Order of the Seventeenth Day of *March* One thousand eight hundred and thirty-seven, subject nevertheless to the Indenture of Lease herein-after recited, and to the Terms of Years created thereby: And whereas the above named *Richard Ellis* departed this Life on the Twenty-ninth Day of *November* last, leaving his said Co-Trustees him surviving, in whom the legal Estate of and in the said Trust Premises is now vested: And whereas by an Indenture of Lease, dated the Twentieth Day of *June* One thousand seven hundred and eighty-seven, and made between the Right Honourable *Thomas Harley*, then Treasurer and One of the Trustees of the said Trust Estates and Charity, and *Jeremiah Bentham* and *William Wilson*, Two other of the Trustees of the said Estates and Charity, for and on behalf of themselves and the several Persons therein named, being the rest of the said Trustees, of the one Part, and *James Hatch*, *Charles Smith*, and *John Currie*, of the Parish of *Bromley Saint Leonard* in the County of *Middlesex*, Distillers, of the other Part, the said Piece or Parcel of Land described in the Schedule to this Act, with the Appurtenances and Right of Way therein mentioned, was demised unto the said *James Hatch*, *Charles Smith*, and *John Currie*, their Executors, Administrators, and Assigns, by the Description of all that Piece or Parcel of Ground whereon was standing and being a Spirit Warehouse and Hogsties, and a Stove for the Purpose of drying Bacon, together with the Yard thereto belonging, then in the Occupation of them the said *James Hatch*, *Charles Smith*, and *John Currie*, situate, lying, and being in the Parish of *Bromley Saint Leonard* aforesaid, containing in front from North to South Thirty Feet and One Half of a Foot of Assize, little more or less, and in Length from East to West Two hundred and twenty-one Feet of like Assize little more or less, and at the East End Thirty Feet and an Half, abutting East towards *Bow* River upon a Hogsty then belonging to the said *James Hatch*, *Charles Smith*, and *John Currie*, West upon the Street or Highway, North upon a Stable or Yard then belonging to them the said *James Hatch*, *Charles Smith*, and *John Currie*, and a Messuage or Tenement then or then late in the Occupation of *Joseph Nash*, and South upon the Ground and Houses theretofore in the Occupation of *John Haggard Harwood*, *Martin Mark Haggard*, and *Samuel Martin*, and then in the Occupation of the said *James Hatch*, *Charles Smith*, and *John Currie*; and also free Use of the Stairs then or then late lying in the Ground of the said *Joseph Nash*, and of the House of Office then or then late there standing near the said River, as the said Premises then late were in the Occupation of the said *Joseph Green*, his Undertenants or Assigns, with their Appurtenances, to hold the same unto the said *James Hatch*, *Charles Smith*, and *John Currie*, their Executors, Administrators, and Assigns, for the Term of Sixty-one Years from the Twenty-fifth Day of *December* One thousand seven hundred and eighty-six, at the yearly Rent of Twenty-one Pounds payable at the usual Quarter Days therein mentioned: And whereas the said *John Currie* survived the said *James Hatch* and *Charles Smith*,

Lease dated the 20th of June 1787 to JamesHatch, Charles Smith, and John Currie, Distillers, for Sixty-one Years.

Smith, and died on or about the Twenty-ninth Day of *March* One thousand eight hundred and twenty-nine, having first duly made and published his last Will and Testament in Writing, dated the Twenty-third Day of *May* One thousand eight hundred and twenty-seven, whereof he appointed his Son *John Currie*, *Michael Smith Parnther*, and *Isaac George Currie* Executors; and the said *John Currie* the Son alone proved the said Will in the Prerogative Court of *Canterbury*, on the Second Day of *May* One thousand eight hundred and twenty-nine, and the said Piece of Land is now vested in the said *John Currie* the Son for the Residue of the said Term of Sixty-one Years: And whereas the said Piece or Parcel of Land is a narrow Strip of Land situate in the midst of other Land not belonging to the said Charity Estate, and on which the said *John Currie* the Son, *Leonard Currie* the elder, *Henry Waymouth*, *Leonard Currie* the younger, and *Arthur Currie* now carry on Business as Distillers in Copartnership, and is of considerable Value to Parties holding the adjoining Land and carrying on the said Business, but would be of comparatively small Value to any other Parties: And whereas a Memorandum of Agreement dated the Fourteenth Day of *September* One thousand eight hundred and forty-one, and made and signed between and by the said Sir *James Flower* Baronet, Treasurer and One of the Trustees of the said Trust Estates and Charity, and the said *George Barker* and *Benjamin Standring*, Two other of the said Trustees, on behalf of themselves and of the rest of the Trustees of the said Estates and Charity, of the one Part, and the said *John Currie* and *Arthur Currie*, for and on behalf of themselves and of the said *Leonard Currie* the elder, *Henry Waymouth*, and *Leonard Currie* the younger, their said Partners, of the other Part, whereby the said Sir *James Flower*, *George Barker*, and *Benjamin Standring*, on behalf of themselves and their said Co-Trustees, agreed to sell, and the said *John Currie* and *Arthur Currie*, for and on behalf of themselves and of their said Partners, agreed to purchase the said Piece or Parcel of Land described in the Schedule to this Act, and all the Erections and Buildings thereon, and the Right of Way and other the Appurtenances therewith demised, held, occupied, or enjoyed, subject only to the said Indenture of Lease and the Term of Years created thereby, for the Price or Sum of One thousand two hundred Pounds Sterling, subject, amongst other Conditions, to a Condition that the said Agreement should be carried into effect by an Act of Parliament, and that both the Agreement itself and the Application for such Act should be sanctioned by an Order of the High Court of Chancery, and that all the Costs, Charges, and Expences whatsoever of applying for and obtaining such Order of the Court of Chancery and such Act of Parliament respectively, and of making out the Title and Conveyance, and incident thereto, whether on the Part of the Vendors or on the Part of the Purchasers, and whether such Applications or either of them should be successful or not, should be paid by the Purchasers: And whereas by an Order of the High Court of Chancery made on the Twenty-fourth Day of *December* One thousand eight hundred and forty-one, upon the Petition of the present Trustees of the said Trust Estates and Charity presented in the said Second Suit, it was referred to one of the Masters of the said Court to inquire and state to the Court whether it would be

Agreement dated the 14th Day of September 1841 for Sale of the Piece of Land to Messrs. Currie and Co.

Order of the Court of Chancery referring the Agreement to the Consideration of the Master.

fit and proper and for the Benefit of the said Charity that the said Contract should be carried into effect, and also whether or not such Act of Parliament as was mentioned in the said Agreement should be applied for, in order that the Reversion in Fee Simple of the Premises comprised in and demised by the said Indenture of Lease, and the Buildings then standing and being thereon, might be effectually sold to the said *John Currie* and his Copartners, for the Price or Sum of One thousand two hundred Pounds, upon their paying all the Expences of such Sale, and of the Conveyance to them of the said Premises, including the Costs of the said Act of Parliament: And whereas the Master to whom the said Matter stood referred made his Report, dated the Fourth Day of *February* One thousand eight hundred and forty-two, and thereby certified, that upon Consideration of the several Matters therein stated, (most of which are herein-before recited), and particularly of what was deposed to in an Affidavit therein referred to, and having regard to the Nature of the Property and its peculiar Situation with regard to the Buildings of the said Messieurs *Currie* and Company by which it was surrounded, he was of opinion it would be fit and proper, and for the Benefit of the said Charity, that the therein and herein before mentioned Contract for Sale of the said Piece or Parcel of Land, together with the Buildings then standing and being thereon, demised by the therein and herein before stated Indenture of Lease, dated the Twentieth Day of *June* One thousand seven hundred and eighty-seven, to the said Messieurs *Currie* and Company, for the Price or Sum of One thousand two hundred Pounds, should be carried into effect upon the Terms and in the Manner in such Agreement stated; and further, that Application should be made to Parliament by the said Trustees, but at the Costs of the said Messieurs *Currie* and Company, for an Act to vest the Reversion in Fee Simple of the said Piece or Parcel of Land and Premises in them the said Messieurs *Currie* and Company, upon their paying all the Expences of such Sale and of the Conveyance to them, including the Costs of the said Act of Parliament, and of the Application for the said Order of Reference, and consequent thereon, as between Solicitor and Client: And whereas by an Order of the said Court of Chancery, dated the Eleventh Day of *February* One thousand eight hundred and forty-two, the said Report was absolutely confirmed, and it was directed that the said Trustees of the said Charity should be at liberty to apply for such Act of Parliament as therein mentioned: And whereas it is expedient that the said Agreement for the Sale of the said Piece or Parcel of Land, so approved of as aforesaid by the said Court of Chancery, should be carried into effect: Therefore, for carrying into full Effect the said Agreement, Your Majesty's most dutiful and loyal Subjects, the said Sir *James Shaw* Baronet, Sir *James Flower* Baronet, *Charles Wilson*, *Robert Whalley*, *Edward Colebatch*, *Thomas Johnson*, *Joseph Bishop*, *Benjamin Standring*, *George Wright*, *George Barker*, *John Annis*, *Thomas Carlyle Hayward*, *Joseph Colebatch*, *James Martin*, *William Christie*, *Thomas Cording*, *William Wood*, *Henry John White*, *James Richard Thomson*, and *Edward Jones*, the Trustees of the said Trust Estates and Charity, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice

Report of the Master approving of the Sale, 4th Feb. 1842.

Order of the Court confirming the Master's Report, 11th Feb. 1842.

Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and immediately after the passing of this Act all that Piece or Parcel of Ground, situate in the Parish of *Bromley Saint Leonard* in the County of *Middlesex*, described in and demised by the said Indenture of Lease of the Twentieth Day of *June* One thousand seven hundred and eighty-seven, together with all and singular the Buildings now standing and being thereon, and together with the said Right of Way and other Appurtenances thereunto belonging, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof, subject only to the unexpired Residue of the said Term of Sixty-one Years created by the said Indenture of Lease, shall be vested in, and the Inheritance thereof in Fee Simple is hereby accordingly vested in, the said Sir *James Shaw* Baronet, Sir *James Flower* Baronet, *Charles Wilson*, *Robert Whalley*, *Edward Colebatch*, *Thomas Johnson*, *Joseph Bishop*, *Benjamin Standring*, *George Wright*, *George Barker*, *John Annis*, *Thomas Carlyle Hayward*, *Joseph Colebatch*, *James Martin*, *William Christie*, *Thomas Cording*, *William Wood*, *Henry John White*, *James Richard Thomson*, and *Edward Jones*, their Heirs and Assigns for ever, freed and absolutely discharged of and from all and every the Uses, Trusts, Estates, Conditions, Charges, Intents, and Purposes whatsoever to which the same Piece or Parcel of Ground, Buildings, and Premises, or any Part thereof, are now subject or liable, or charged or chargeable with, under or by virtue of the Will of the said Sir *John Cass*, or under or by virtue of any of the Decrees or Orders or other Proceedings in the said Court of Chancery for carrying into effect the Trusts of the said Will, or in anywise relating thereto, but nevertheless upon Trust and to the Intent that they the said last-named Parties, the Trustees aforesaid of the said Estates and Charity, or the Survivors or Survivor of them, or their respective Assigns, or the Heirs of the last Survivor, do and shall, and they are hereby empowered and also required, upon Payment being made by the said *John Currie*, *Leonard Currie* the elder, *Henry Waymouth*, *Leonard Currie* the younger, and *Arthur Currie*, or the Survivors or Survivor of them, or their respective Assigns, or the Heirs of the last Survivor, of the Purchase Money or Sum of One thousand two hundred Pounds into the Bank of *England* in manner by this Act after directed, and upon such Certificate and Receipt being given for the same as by this Act is mentioned, and upon Payment also of the Costs, Charges, and Expences which the said *John Currie* and his said Copartners have agreed to pay under and by virtue of the said recited Agreement, then by all proper Deeds, Conveyances, and Assurances in the Law to convey or otherwise assure the said Piece or Parcel of Land, Buildings, Right of Way, and Premises, with their Appurtenances, and the Fee Simple and Inheritance thereof in possession, free from all Charges and Incumbrances whatsover, unto and to the Use of the said *John Currie*, *Leonard Currie* the elder, *Henry Waymouth*, *Leonard Currie* the younger, and *Arthur Currie*, or the Survivors or Survivor of them, or their respective Assigns, or the Heirs of the last Survivor, of the said Sir *John Cass*'s Charity, upon the Trusts thereof, but subject to the Payment of the Rents, Charges, and Outgoings which shall become due and payable in respect of the said Premises after the Day of the Date of the said Indenture of Lease.

The Land in the Schedule vested in the Trustees, free from all charitable Trusts, upon Trust to convey the same to Messrs. Currie and Co. on Payment of the Purchase Money.

II. And

Purchase Money to be paid into the Bank of England.

II. And be it enacted, That the said Purchase Money or Sum of One thousand two hundred Pounds shall be paid by the said *John Currie*, *Leonard Currie* the elder, *Henry Waymouth*, *Leonard Currie* the younger, and *Arthur Currie*, or their Assigns, or the Survivors or Survivor of them, their or his Assigns, or the Heir of the last Survivor, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed to his Account there *ex parte* "The Purchasers of the Charity Estates of Sir *John Cass* Knight," 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 the Reign of King *George* the Second, Chapter Twenty-four.

Certificate of Accountant General and Receipt of one of the Cashiers to be a good and sufficient Discharge.

III. And be it enacted, That the Certificate to be given by the said Accountant General of the Court of Chancery, together with the Receipt of any One of the Cashiers of the Bank of *England*, 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* of the said Sum of One thousand two hundred Pounds, shall be deemed and taken to be a good and sufficient Discharge for the same Sum, and that after the filing of such Certificate and Receipt as aforesaid the said *John Currie*, *Leonard Currie* the elder, *Henry Waymouth*, *Leonard Currie* the younger, and *Arthur Currie*, their and each and every of their Heirs, Executors, Administrators, and Assigns, shall be and they are hereby absolutely acquitted and discharged of and from the said Sum of One thousand two hundred Pounds and every Part thereof, and shall not be answerable for any Loss or Misapplication thereof, nor be bound or concerned to see to the Application thereof or of any Part thereof.

Power to lay out Purchase Money in the Purchase of other Lands.

IV. And be it enacted, That it shall be lawful for the Trustees of the said Trust Estates and Charity for the Time being to lay out the said Sum of One thousand two hundred Pounds, the Purchase Money aforesaid, or any Part thereof, under and subject to the Direction of Her Majesty's High Court of Chancery, in pursuance of an Order or Orders for that Purpose, to be obtained upon Motion or Petition in a summary Way, or in either of the said Suits, as to the said Trustees may seem most proper, in the Purchase of Freehold Hereditaments in *England* or *Wales*, of a clear indefeasible Estate of Inheritance in possession, free from all Incumbrances, (except Quit Rents, Fee Farm Rents, and other usual Outgoings or Payments,) and which Hereditaments shall be assured to the said Trustees of the said Estate and Charity for the Time being, and their Heirs for ever, upon such Trusts for the Benefit of the said Charity as the Hereditaments hereby authorized to be sold are now subject to or would be subject to but for the passing of this Act.

Until such Purchases are made Monies to be invested in the Funds.

V. And be it enacted, That until such Purchases shall be made as aforesaid it shall be lawful for the said Court of Chancery, on Motion or Petition as aforesaid, to order the aforesaid Monies, or so much as shall remain uninvested, to be laid out in the Purchase of any

any of the Parliamentary Funds or such other Security as the Court shall direct.

Court of Chancery may make Orders for Taxation and Payment of Costs.

VI. And be it enacted, That it shall be lawful for the said Court of Chancery, on Motion or Petition as aforesaid, from Time to Time, to make such Orders as the Court shall think fit for taxing or settling all Costs, Charges, and Expences incident to or attending or in anywise relating to any Applications to the said Court in pursuance of this Act, and investing all or any of the Monies which under this Act shall be paid into the Bank of *England* in the Purchase of Hereditaments, according to the Directions herein-before contained, or otherwise in carrying the Trusts and Powers of this Act into complete Execution; and also from Time to Time to make an Order for Payment of all or any Part of such Costs, Charges, and Expences aforesaid out of the said Monies which shall be paid into the Bank as aforesaid, or from the Stocks or Funds, or otherwise out of the Rents and Profits of the Estates and Property belonging to the said Charity.

Application of the Income of the Lands to be purchased.

VII. And be it enacted, That the said Trustees for the Time being shall stand possessed of the Income of the Hereditaments so to be purchased, and of the said Funds or Securities until any such Purchase, and also of the Income of the said Hereditaments comprised in the said Schedule until Sale, upon Trust to pay and apply the same in the same Manner as the Income of the said Hereditaments comprised in the Schedule to this Act would be payable in case this Act had not been passed.

Saving of Rights.

VIII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, and his, her, or their Heirs, Successors, Executors, and Administrators, (other than and except the Trustees of the said Estates and Charity under the Will of the said Sir *John Cass* in this Act named, their Heirs or Assigns, or any future Trustees or Trustee of the Estates devised by the said Will, or any of them, or held upon the Trusts thereof, and all and every the Person or Persons claiming any Right or Interest in or Charge upon or in respect of the said Piece or Parcel of Land, Buildings, and Premises mentioned in the Schedule to this Act, by virtue of any charitable Use or Trust under the said Will, or the Decrees, Orders, or other Proceedings of the said Court of Chancery made for carrying into effect the Trusts of the said Will, or in anywise relating thereto,) all such Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever, of, in, to, or out of the said Piece or Parcel of Land, Buildings, and Premises mentioned in the Schedule to this Act, or any Part or Parts thereof, as they or any of them had or enjoyed before the passing of this Act, or might have had or enjoyed if this Act had not passed.

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

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

The

The SCHEDULE to which the foregoing Act refers.

A Piece or Parcel of Ground situate in the Parish of Bromley Saint Leonard in the County of Middlesex, containing in Front from North to South Thirty Feet Six Inches, and in Length from East to West, taking the mean Length in the Centre, Two hundred and twenty-one Feet, and at the East End thereof running in a slanting Direction Thirty Feet Six Inches, be the several Admeasurements little more or less, together with a Spirit Warehouse and Chaff Room and other Buildings thereon or on Part thereof, together also with the free Use of the Stairs and of the House of Office now or formerly standing near to Bow River, abutting upon the said Premises, with the Right of Way to the said River from the said Premises.

Geo. Colebatch.

LONDON: Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1842.