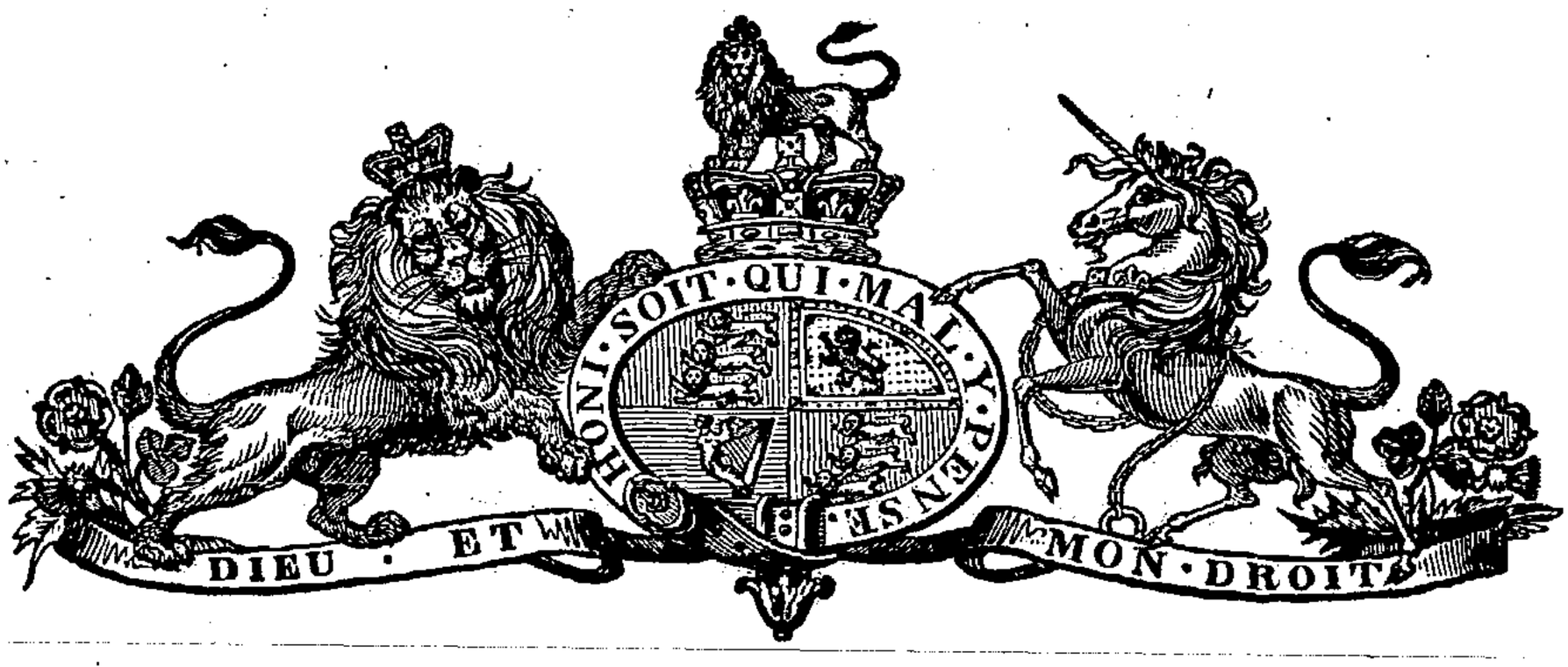


ANNO OCTAVO & NONO

VICTORIÆ REGINÆ.

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Premises were respectively purchased by him of the Earl of *Jersey*, *William De Young*, and *Adrian De Young*, and the Copyhold Part thereof held of the Manor of *Stepney* had been surrendered by him to the Use of his Will, which said Lands and Hereditaments are comprised and described in the Schedule to this Act annexed, to the Use of *Thomas Coxhead Marsh* the elder, and his Assigns for Life, without Impeachment of Waste; with Remainder to the Use of *Samuel Marsh* the younger and *Richard Bowman*, their Heirs and Assigns, during the Life of the said *Thomas Coxhead Marsh* the elder, in trust to support the contingent Remainders thereafter limited; with Remainder to the Use of the First and every other Son of the Body of the said *Thomas Coxhead Marsh* the elder, successively, in Tail; with Remainder to the Use of all and every the Daughters and Daughter of the Body of the said *Thomas Coxhead Marsh* the elder, if more than One, as Tenants in Common in Tail, with cross Remainders between them in Tail; with Remainder to the Use of *William Coxhead Marsh*, and his Assigns for Life, without Impeachment of Waste; with Remainder to the Use of the said *Samuel Marsh* the younger and *Richard Bowman*, their Heirs and Assigns, during the Life of the said *William Coxhead Marsh*, upon trust to support the contingent Remainders therein-after limited; with Remainder to the Use of every Son of the Body of the said *William Coxhead Marsh* successively in Tail; with Remainder to the Use of all and every the Daughters and Daughter of the said *William Coxhead Marsh*, if more than One, as Tenants in Common in Tail, with cross Remainders between them in Tail; with Remainder to the Use of the said Testator's Sisters, *Mary Stevens* and *Frances Nicholls*, as Tenants in Common in Tail, with cross Remainders between them in Tail; with Remainder to the Use of said Testator's own right Heirs; and the said Testator thereby appointed the said *Thomas Coxhead Marsh* the elder and *William Coxhead Marsh* Executors of his said Will: And whereas the said Sir *Thomas Coxhead* departed this Life in or about the Month of *November* One thousand eight hundred and eleven, without having altered or revoked the said Will, and the same Will was on or about the Sixth Day of *December* One thousand eight hundred and eleven duly proved by the said *Thomas Coxhead Marsh* the elder and *William Coxhead Marsh* in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the said *Thomas Coxhead Marsh* the elder has never had any Issue, and, from the advanced Age of the said *Thomas Coxhead Marsh* the elder and *Louisa Verity* his Wife, it is not probable that the said *Thomas Coxhead Marsh* the elder ever will have any Issue: And whereas *Thomas Coxhead Marsh* the younger, eldest Son of the said *William Coxhead Marsh*, some Time since attained the Age of Twenty-one Years, and by virtue of the Limitations contained in the said Will of the said Sir *Thomas Coxhead* is entitled to an Estate Tail in Remainder in the said Lands and Hereditaments devised by the said Will, and comprised in the Schedule to this Act, subject to the Determination of the Life Estate of the said *Thomas Coxhead Marsh* the elder, and to the Failure of Issue of the said *Thomas Coxhead Marsh* the elder, and subject also to the Determination of the Life Estate of the said *William Coxhead Marsh*: And whereas the said Lands and other Hereditaments herein-before mentioned, and devised by the Will of

the said Sir *Thomas Coxhead*, are situated at a Distance from the other Estates devised by the said Will of the said Sir *Thomas Coxhead*, and to which the said *Thomas Coxhead Marsh* the younger will become entitled on the Decease of the said *William Coxhead Marsh*, which last-mentioned Estates are situated in the County of *Essex*: And whereas the said Lands herein-before particularly mentioned, and devised by the Will of the said Sir *Thomas Coxhead* to the said *Thomas Coxhead Marsh* the elder for Life, are from their Situation particularly eligible for Building Purposes, and there being no Powers of Sale or of granting Leases contained in the said Will of the said Sir *Thomas Coxhead*, and it being considered that, from the high Price which would be obtained for the same if sold, or the additional Rent which could be obtained for the Land if let upon Building Leases, and a very advantageous Offer having been made for Purchase of Part of the said Estates, it would be highly and permanently advantageous to all the Persons claiming or to claim under the several Devises and Limitations contained in the herein-before in part recited Will of the said Sir *Thomas Coxhead* if Powers were given to sell and dispose of, and to grant Leases for long Terms of Years, of the said Lands and Hereditaments: And whereas the said several Objects and Purposes herein-before mentioned or referred to cannot be effected without the Aid and Authority of Parliament; therefore Your Majesty's most dutiful and loyal Subjects, the said *Thomas Coxhead Marsh*, *William Coxhead Marsh*, and *Thomas Coxhead Marsh* the younger, 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 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 and singular the Hereditaments and Premises described in the Schedule to this Act annexed, with their and every of their Rights, Members, and Appurtenances, and the Reversion and Reversions, Remainder and Remainders, yearly and other Rents, Issues, and Profits thereof, shall be vested in and settled upon *William Samuel Currey* of *Parliament Street* in the County of *Middlesex*, Esquire, and *William Currey* of *Old Palace Yard*, *Westminster*, Esquire, their Heirs and Assigns, for ever, freed and absolutely acquitted, exonerated, and discharged of and from all the Uses, Estates, Trusts, Limitations, Charges, Powers, Provisoes, Declarations, or Directions in or by the said recited Will of the said Sir *Thomas Coxhead* deceased created, declared, or contained of or concerning the same, but nevertheless upon the Trusts hereinafter expressed and declared of and concerning the same, that is to say, upon trust that they the said *William Samuel Currey* and *William Currey*, or the Survivor of them, or the Heirs or Assigns of such Survivor, do and shall, and they and he are and is authorized and empowered, at any Time or Times after the passing of this Act, with the Consent in Writing of the said *Thomas Coxhead Marsh* the elder during his Life, and after his Decease with the Consent in Writing of the Person or Persons who, under or by virtue of the Limitation contained in the said herein-before in part recited Will of the said Sir *Thomas Coxhead*, shall for the Time being be beneficially entitled to the Possession or to the Receipt of the Rents and Profits of the Lands and Hereditaments hereby made saleable, or if such

Lands named in Schedule to this Act vested in Trustees on trust to sell.

Person

Person or Persons shall be under the Age of Twenty-one Years, then, during the Minority of any such Person, with the Consent in Writing of his, her, or their Guardian or respective Guardians for the Time being, to sell and dispose of, at one Time or at several Times, and either together or in Parcels, and either by public Auction or private Contract, (and, as to such Parts of the said Lands and Hereditaments as are subject to any Lease or Leases, subject to the same, and to the existing Rights and Interests of the Lessees in the said Lands and Hereditaments,) the Lands and Hereditaments comprised in the Schedule annexed to this Act, or any Part or Parts thereof, with their Rights, Members, and Appurtenances, unto any Person or Persons whomsoever, for such Price or Prices as the said *William Samuel Currey* and *William Currey*, or the Survivor of them, or other the Trustees or Trustee for the Time being acting in the Trusts of this Act, shall think reasonable, and upon Payment of the Monies to arise by such Sale or Sales into the Bank of *England* in manner herein-after mentioned to limit and appoint the Hereditaments and Premises which shall be so sold, with their Rights, Members, and Appurtenances, unto and to the Use of the Person or Persons who shall become the Purchaser or Purchasers of the same, and to his, her, or their Heirs and Assigns, or in such Manner as he, she, or they shall respectively direct or appoint, absolutely freed, acquitted, exonerated, and discharged of and from all the Uses, Trusts, Estates, Limitations, Charges, Powers, Provisoes, and Declarations in and by the said herein-before in part recited Will of the said Sir *Thomas Coxhead* limited, created, declared, and contained of and concerning the same.

Money produced by the Sale to be paid into the Bank of England.

II. And be it further enacted, That all and every Sum and Sums of Money which shall arise from any Sale or Sales under this Act shall be paid by the Person or Persons to whom such Sale or Sales shall be made 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 Purchasers of the Estates devised by the Will of Sir *Thomas Coxhead* deceased," 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 Rules and 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 Cashier to be a good Discharge.

III. And be it further enacted, That the Certificate or Certificates of the Accountant General of the said Court of Chancery, together with the Receipt or Receipts of the Cashier 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*, by or on behalf of the Purchaser or Purchasers of all or any Part of the Hereditaments by this Act authorized to be sold as aforesaid, of his, her, or their Purchase Monies, shall from Time to Time and at all Times hereafter be a good and sufficient Discharge or good and sufficient Discharges to such Purchaser or Purchasers, and to his, her, or their Heirs, Executors, Administrators, and Assigns, for so much of such Purchase Monies as in such Certificate or Certificates and Receipt or Receipts as aforesaid shall be expressed to be paid or received, and that after having obtained such Certificate and Receipt such

such Purchaser or Purchasers, and his, her, or their Heirs, Executors, Administrators, or Assigns, shall be and is and are hereby absolutely acquitted, exonerated, and discharged of and from the same Monies and every Part thereof, and shall not be obliged to see to the Application or be answerable or accountable for any Loss, Misapplication, or Nonapplication thereof or any Part thereof.

Monies arising from the Sale to be laid out in the Purchase of other Estates, to be settled to the same Uses.

IV. And be it further enacted, That all Monies which shall be so paid into the Bank as aforesaid shall, upon Petition or Petitions to be preferred to the said Court of Chancery in a summary Way at any Time and from Time to Time by the said *Thomas Coxhead Marsh* the elder during his Life, and after his Decease by the Person or Persons who for the Time being would be entitled to the Rents and Profits of the Hereditaments and Premises to be purchased by virtue of this Act, if the same were purchased and settled as herein mentioned, or by the Guardian or Guardians of such Person or Persons, on his, her, or their Behalf, in case of Minority, be laid out and invested, by or under the Direction of the said Court of Chancery, in pursuance of an Order or Orders to be made upon such Petition or Petitions, in the Purchase or Purchases of Freehold Messuages, Lands, Tenements, and Hereditaments in *England*, of an Estate of Inheritance of Fee Simple in Possession, and of such Customary or Copyhold Lands and Hereditaments, not exceeding together One Fourth Part in Value of the Lands and Hereditaments to be comprised in any One Purchase, and shall be adjoining thereto or intermixed therewith, or be convenient to be held with the same, and to be free from Incumbrances, except Chief and Quit Rents and Services, and Leases at improved Rents; and all the Lands, Tenements, and Hereditaments so to be purchased in manner aforesaid shall be thereupon respectively conveyed, surrendered, settled, and assured to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, Agreements, and Declarations, to, upon, for, with, under, and subject to which the Hereditaments comprised in the Schedule to this Act annexed would have remained subject and liable, under and by virtue of the herein-before in part recited Will of the said Sir *Thomas Coxhead*, if this Act had not been passed.

Money paid into the Bank to be subject to the Order of the Court of Chancery.

V. And be it further enacted, That all Monies which shall be paid into the Bank of *England* in the Name of the Accountant General in manner herein-before directed shall, in the meantime and until the same Monies shall be invested in the Purchase of Estates as aforesaid, be from Time to Time laid out, under the Direction of the said Court of Chancery, in the Purchase of Navy or Victualling or Exchequer Bills, and the Interest arising from such Bills so to be purchased, and the Monies received from the same as they shall respectively be paid off by Government, shall in like Manner be laid out in the Purchase of other Navy or Victualling or Exchequer Bills; provided that it shall and may be lawful for the said Court of Chancery to make such general Order or Orders, or special Order or Orders, if necessary, that whenever the Exchequer Bills of the Date of those in the Hands of the said Accountant General shall be in course of Payment by Government, and new

Exchequer Bills shall be issued, such new Exchequer Bills may be received in exchange for those which are so in the Course of Payment as shall be effectual for enabling such Receipt in Exchange, and in that Case the Interest of the old Bills shall be laid out as before directed with respect to the Interest where the Bills are paid off; and all the said Navy, Victualling, and Exchequer Bills, whether purchased or received in exchange, shall be deposited in the Bank of *England* in the Name of the said Accountant General, and shall there remain until the same shall, upon Petition to be preferred to the said Court of Chancery as aforesaid, be ordered by the said Court of Chancery to be sold by the Accountant General for completing such Purchase or Purchases respectively in such Manner as the said Court shall think fit and direct; and if the Monies arising by the Sale of such Navy, Victualling, or Exchequer Bills shall exceed the Amount of the original Purchase Monies laid out in the Purchase of such Navy, Victualling, or Exchequer Bills, then and in such Case only the Surplus which shall remain after discharging the Expence of the Application to the said Court shall be paid to such Person as would have been entitled to receive the Rents and Profits of the Estates directed to be purchased in case the same had been purchased pursuant to this Act, or to the Representatives of such Person.

Until the Sale, the Rents to be received by the Persons entitled thereto.

VI. And be it further enacted, That in the meantime, and until such Sale or Sales shall be made as aforesaid of the Hereditaments by this Act respectively authorized to be sold, the Rents and Profits of the said Hereditaments, or so much thereof as shall from Time to Time remain unsold, shall be received and taken or enjoyed by the Person who would have been entitled to have had, received, or enjoyed the same in case this Act had not been passed.

Power to grant Leases for 21 Years.

VII. And be it enacted, That in the meantime, and until the said Lands and Hereditaments shall be sold under the Provisions herein contained, it shall and may be lawful for the said *William Samuel Currey* and *William Currey*, and the Survivor of them, or other the Trustees or Trustee for the Time being acting in execution of the Powers of this Act, with such Consent as is herein-before required for the Sale of the said Hereditaments, by some Deed or Deeds, Instrument or Instruments, in Writing, to be by them or him respectively duly sealed and delivered, from Time to Time to demise or lease all or any Part or Parts of the several Lands and Hereditaments comprised in the said Schedule to this Act annexed which shall at such Time remain unsold, to any Person or Persons, for any Term or Number of Years not exceeding Twenty-one Years, in possession, and not in reversion or by way of future Interest, so that upon every such Lease there be reserved and made payable during the Continuance thereof, and to go along with and be incident to the immediate Reversion of the Premises so to be leased, the best and most improved yearly Rent or Rents that at the Time of granting such Lease can or may be reasonably obtained or expected for the same, without taking any Fine, Premium, or Foregift for the making thereof, and so that in every such Lease there be contained a Condition of Re-entry on Nonpayment of the Rent or Rents to be thereby reserved,

reserved, by the Space of Twenty-one Days next after any Part thereof shall become payable, and so that the Lessee or Lessees named in every such Lease seal and deliver a Counterpart thereof, and so that no Lessee to whom any such Lease shall be made be, by any Clause or Words therein contained, authorized to commit Waste, or exempted from Punishment for committing Waste.

Power to grant building Leases.

VIII. And be it further enacted, That it shall and may be lawful to and for the said *William Samuel Currey* and *William Currey*, or the Survivor of them, or other the Trustees or Trustee for the Time being of this Act, and they and he are and is hereby authorized and empowered, at any Time or Times after the passing of this Act, with such Consent as is herein-before required for the Sale of the said Hereditaments, and until any Sale or Sales shall be made under the Powers herein-before contained, by some Deed or Deeds, Instrument or Instruments, in Writing, to be by them or him duly sealed and delivered, to demise or lease all or any Part of the Lands and Hereditaments specified in the said Schedule to this Act, and which may then remain unsold, for any Term or Number of Years absolute, not exceeding Ninety-nine Years, to take effect in possession, and not in reversion or by way of future Interest, to any Person or Persons who shall be willing to erect or build any House or Houses, Erections or Buildings, on the Land or Ground then proposed to be demised, or any Part thereof, or to improve or repair any House or Houses, Erections or Buildings, which hereafter shall be on the said Land or Ground, or to erect or build any other House or Houses, Erections or Buildings, in lieu thereof or in addition thereto, or who shall be willing to annex any Part of the said Land or Ground for Pleasure Grounds, Paddocks, or Plantations, for detached Villas, or for Gardens, Yards, or other Conveniences to Buildings erected or built, or to be erected or built, on the said Land or Ground, or otherwise to improve the said Premises or any Part thereof; and with or without Liberty for the Lessees to take down all or any Part of the Buildings standing on the Premises comprised in such Leases respectively, and by Sale or otherwise to convert and dispose of the Materials thereof to such Purposes as may be agreed on; and also with or without Liberty for the Lessees to erect Villas or detached Residences, with suitable Offices, and to appropriate a convenient Part of the Land adjoining for Pleasure Grounds, Paddocks, or Plantations to such Villas, or otherwise, for the Convenience, Use, and Enjoyment of the Tenants thereof; and also with or without Liberty for the Lessees to set out and allot any Parts of the Land or Ground comprised in such Leases respectively as and for the Site of Streets, Squares, Circuses, or other Spaces of Ground, Roads, Lanes, Courts, Ways, Avenues, Paths, Passages, Sewers, Drains, Walls, Fences, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise, for the Use and Convenience of individual Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement or Advantage thereof; and also with or without Liberty for the Lessees to dig and make, in or under any of the Land or Ground which may be set out or allotted for Streets, Squares, Circuses, Roads, Lanes, Courts, Ways, Avenues, or Passages as aforesaid, Arches, Cellars, or other

other Easements to any Houses or Buildings; and also with or without Liberty for the Lessees to fell, cut, dig, and to use or carry away, sell, and dispose of, in and upon or out of the Land or Ground comprised in the respective Leases, such Timber, Earth, Clay, Loam, Sand, Gravel, or other Materials as it may be necessary or convenient to use or to remove for effecting any of the Purposes aforesaid, and also to dig any Earth or Clay out of any convenient Part or Parts of such Land or Ground, and to manufacture the same into Bricks or Tiles, to be used in such new Buildings, Repairs, or Improvements, or to be sold or disposed of, as may be agreed on; and either with or without any Liberties or Privileges which may be usual in Leases of a similar Description; so that in every such Lease there be reserved the best yearly Rent that can, considering the Nature of the Case, be reasonably obtained for the same, to be made payable quarterly or half yearly, without any Fine, Premium, or Foregift, or any thing in the Nature of a Fine, Premium, or Foregift, being taken for making such Lease; and so that in every such Lease made for the Purpose of having Buildings finished or erected and built there be contained a Covenant on the Part of the Lessee or Lessees substantially to build and finish, under the Inspection and with the Approbation of the Lessors, their Architect, Surveyor, or Agent, the Houses and other Buildings which may be agreed to be erected or built on the Premises, if not then already done, within a Time to be specified for that Purpose, and to keep in repair during the Term such Houses and other Buildings; and so that in every such Lease made for the Purpose of having Buildings rebuilt or repaired there be contained a Covenant on the Part of the Lessee or Lessees substantially to rebuild or repair the same within a Time to be specified for that Purpose, and to keep in repair during the Term the Houses and other Buildings agreed to be rebuilt or repaired; and so that in every such Lease, whether for rebuilding or repairing or otherwise, there be contained a Covenant from the Lessee or Lessees for the due Payment of the Rent or Rents thereby to be reserved, and of all Taxes, Charges, Rates, Assessments, and Impositions whatsoever affecting the same Premises, and also a Covenant for keeping the Houses and Buildings erected and built, or to be erected and built, or improved, on the Premises, insured from Loss or Damage by Fire, to the Amount of Two Thirds at least of the Value thereof, in some or one of the public Offices in *London* or *Westminster* for insuring against Fire, and to lay out the Money to be received by virtue of such Insurance, and all such other Sums of Money as shall be necessary, in substantially rebuilding, repairing, and reinstating such Messuages or Buildings as shall be destroyed or damaged by Fire, or a Covenant to allow the Lessors to effect such Insurance as may be necessary, and add the Premiums payable thereupon to the Rent reserved in such Leases, and a Covenant to surrender and leave in repair the Houses and other Buildings to be erected, built, or repaired under any such Lease on the Expiration or other sooner Determination of the Term to be thereby granted, and also a Proviso or Condition for Re-entry for Non-payment of the Rent to be reserved, if the same should be in arrear for Twenty-one Days, and not paid when demanded, or at any Time after the Expiration of the said Twenty-one Days, but with or

without a Proviso or Condition of Re-entry for Non-observance or Non-performance of all or any of the Covenants and Provisoes therein contained, as may be agreed on, and also all such other Covenants, Conditions, and Provisoes, if any, as may appear to be reasonable and proper; and so that the respective Lessees execute Conterparts of the respective Leases; and so that no Lessee to whom any such Lease shall be made be, by any Clause or Words therein contained, authorized to commit Waste, or exempted from Punishment for committing Waste, save so far as may be necessary for the Purposes hereby authorized.

Power to appropriate any Part of the Lands and Grounds for general Improvements.

IX. And be it enacted, That from and immediately after the passing of this Act it shall be lawful for the said *William Samuel Currey* and *William Currey*, and the Survivor of them, or other the Trustees or Trustee for the Time being of this Act, with such Consent as aforesaid, to appropriate any Part of the same Lands and Grounds as and for a Way or Ways, Street or Streets, Square or Squares, Avenue or Avenues, Passage or Passages, Sewer or Sewers, or otherwise, for the general Improvement of the Estate, and the Accommodation of the Tenants and Occupiers thereof, in such Manner as shall be mentioned and agreed upon in such Demise or Lease respectively, and also by such Lease or Leases to give such Privileges and other Easements as such Person or Persons shall deem reasonable or convenient.

Power to enter into Contracts for granting Leases.

X. And be it enacted, That from and immediately after the passing of this Act it shall be lawful for the said *William Samuel Currey* and *William Currey*, and the Survivor of them, or other the Trustees or Trustee for the Time being of this Act, with such Consent as aforesaid, to enter into any Contract or Contracts in Writing for granting any Lease or Leases of all or any Part of the said Hereditaments hereby authorized to be demised, and to agree, when and as any Buildings or Land shall or may be so agreed to be let, or when any Part or Parts thereof shall be built or rebuilt or repaired, laid out, formed, or improved, in the Manner and to the Extent to be stipulated in any such Contract or Contracts, by One or more Deed or Deeds to demise or lease the same Land and Buildings mentioned in such Contract or Contracts, or any Part or Parts thereof, to the Person or Persons contracting to take the same as aforesaid, or his, her, or their Executors or Administrators, or to such Person or Persons, to be approved of by the Person or Persons whose Consent is required to the granting of any Lease under this Act, as he, she, or they shall appoint in that Behalf, for and during the Remainder of the Term or Terms to be specified in such Contract or Contracts, and in such Parcels, and under and subject to such Portions of the yearly Rent or Rents, to be specified in such Contract or Contracts, as shall be thought proper; and to agree that the yearly Rents agreed to be reserved in such Contract or Contracts may be made to commence at such Period or Periods within One Year from the Date of such Contract or Contracts, and may be made to increase periodically, beginning with such Portion of the full Rent thereby agreed to be paid as shall be thought advisable, and increasing up to the full Rent, as shall be thought convenient or proper, for a Period not exceeding

exceeding Four Years, and as in such Contract or Contracts respectively shall be expressed, regard being had to the Quantity of Land or Ground whereof all or any Part or Parts shall be from Time to Time agreed to be demised, and the Progress of the Buildings or Repairs stipulated to be erected or made thereon; and also to agree that the Person or Persons with whom such Contract or Contracts may be entered into may have, exercise, and enjoy all or any of the Liberties which are authorized to be granted to Lessees under the Power of leasing herein-before contained.

Contracts to contain certain Covenants.

XI. And be it enacted, That in every Contract which shall be entered into in pursuance of the Power or Authority herein-before contained there shall be inserted a Clause or Condition for vacating the same, as to and for Re-entry into such Part or Parts of the Premises therein comprised and agreed to be let as shall not have been actually leased in performance of the same Contract, in case the Hereditaments and Premises which shall be comprised in any such Contract shall not be built upon, or rebuilt, repaired, laid out, or formed, or improved, in the Manner in such Contract stipulated, and within a reasonable Time to be therein appointed, and also a Clause and Condition that the Person or Persons to whom such Lease or Leases ought to be granted pursuant to such Contract shall accept the same, and execute a Counterpart or Counterparts thereof, and pay the reasonable Charges of preparing the same, within a reasonable Time, to be thereby appointed, and that in default thereof such Contract shall, as to all the Premises not actually leased in pursuance of the same Contract, be void; and every such Contract shall be binding on all Persons having any Estate or Interest in the Premises at Law or in Equity under the said Will of the said Sir *Thomas Coxhead* deceased, and on his Heirs at Law, and shall be carried into execution by a Lease or Leases to be granted in pursuance of the Powers and subject to the Restrictions herein-before contained, as far as the same shall be applicable.

Contracts may be entered into for Releases.

XII. And be it enacted, That it shall be lawful for the said *William Samuel Currey* and *William Currey*, and the Survivor of them, or other the Trustees or Trustee for the Time being of this Act, with such Consent as aforesaid, to contract and agree with any Person or Persons with whom any such Contract or Contracts for granting Leases as aforesaid may have been entered into, his, her, or their Executors, Administrators, or Assigns, for a Surrender or Release from such Person or Persons, his, her, or their Executors, Administrators, or Assigns, of all or any Part or Parts of the Hereditaments or Premises herein-before authorized to be demised, and, upon a Surrender or Release being made accordingly by such Person or Persons, his, her, or their Executors, Administators, or Assigns, to release the Person or Persons with whom any such Contract or Contracts may have been entered into, his, her, or their Executors, Administrators, or Assigns, from the further Observance and Performance of the same Contract or Contracts as to all or any Part or Parts of the same Hereditaments and Premises, and upon any such Release or Surrender of Part of the same Hereditaments or Pre-

mises to apportion the Rent or Rents by any such Contracts agreed to be reserved.

If Premises resumed, or Possession thereof recovered, fresh Leases may be granted.

XIII. And be it enacted, That if the Possession of the Hereditaments or Premises to be comprised in any Lease or Contract to be granted or entered into in pursuance of the Powers herein-before contained shall at any Time or Times be resumed or recovered by virtue of or under any Condition of Re-entry to be contained in any such Lease or Contract, or if a Release or Surrender of all or any Part or Parts of the same Hereditaments or Premises shall at any Time or Times be accepted under the Power herein-before in that Behalf contained, then and in every such Case it shall be lawful for the said *William Samuel Currey* and *William Currey*, and the Survivor of them, or other the Trustees or Trustee for the Time being of this Act, with such Consent as aforesaid, to grant or to enter into Contracts for granting Leases, and afterwards to grant Leases, of the same Premises respectively, under the Powers and Authorities herein-before contained, in the same Manner as if no Leases or Contracts for Leases thereof had been previously granted or entered into.

Contracts may be altered, or the Parties released, and fresh Contracts made.

XIV. And be it enacted, That it shall be lawful for the said *William Samuel Currey* and *William Currey*, and the Survivor of them, or other the Trustees or Trustee for the Time being of this Act, with such Consent as aforesaid, from Time to Time to enter into any new Covenant or Covenants with any Person or Persons with whom any such Contracts shall have been entered into by virtue of this Act, by way of Addition or Explanation or Alteration of any of the Covenants or Agreements in such Contract or Contracts respectively to be contained, or to release the Person or Persons respectively with whom any Contract or Contracts shall have been entered into by virtue of this Act, and his, her, or their Executors, Administrators, or Assigns, from the Observance of all or any Part of the same Contract or Contracts respectively, and, if the same shall be thought expedient, to enter into any new Covenants or Agreements with such Person or Persons, or his, her, or their Executors, Administrators, or Assigns, in lieu of the Part or Parts of the same Contract or Contracts respectively which shall have been so released.

Leases granted in pursuance of Provisions of this Act to be valid, although made in pursuance of any previous Contract, notwithstanding any Variation between Contract and Lease.

XV. And be it enacted, That every Lease to be granted under any of the Provisions herein-before contained, if in conformity with the same, shall be deemed and taken to be duly granted, although it shall have been made in pursuance or in consequence of any previous Contract, and such previous Contract should not in all respects have been duly observed, and notwithstanding any Variation between such Lease and such previous Contract; and that after any Lease shall have been executed such Contract for such Lease shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of the same Lease, provided such Lease shall be conformable to the Restrictions and Provisions herein-before contained with respect to Leases herein-before authorized to be granted.

XVI. And

Certificate of Lessors having received Counterpart sufficient.

XVI. And be it further enacted, That the Receipt of the Trustees or Trustee granting every or any such Lease as aforesaid, whether for building, repairing, or other Purposes, indorsed on such Lease, acknowledging that they or he have or has received such Counterpart or Duplicate thereof as is hereby required to be executed of such Lease, shall, in favour of the Lessee, and of all Persons claiming under him, be conclusive Evidence that such Counterpart or Duplicate has been duly executed pursuant to the Provisions of this Act.

Leases voidable for Informality may be confirmed.

XVII. And be it further enacted, That it shall be lawful for the said *William Samuel Currey* and *William Currey*, and the Survivor of them, or other the Trustees or Trustee for the Time being of this Act, with such Consent as aforesaid, (when and so often as Occasion may require, and they or he shall so think fit,) to confirm or join in confirming any Lease or Leases to be made by virtue of this Act, in every or any Case in which, for some technical Error or Informality in granting or executing the same, or otherwise, any such Lease or Leases shall be void or voidable, or to make or grant any Lease or Leases, pursuant to the Powers and subject to the Restrictions herein-before contained, in lieu of such void or voidable Lease or Leases, for any Term or Estate not exceeding the then Residue of the Term or Estate granted or purporting to be granted by such void or voidable Lease or Leases respectively, but so nevertheless that no Fine or Premium shall in any Case be accepted or taken for making any such Confirmation or new Grant or Lease.

Leases of Copyholds, &c. to be madeaccording to the Custom of the Manor of which they are holden.

XVIII. And be it enacted, That every Lease or other Deed which shall be made under the Provisions of this Act or any of them of or relating to any Lands or other Hereditaments of a Copyhold or Customary Nature shall be made with such Licence and Consent, and according to the Custom of the Manor of which the same Hereditaments shall be respectively holden, if the Custom of such Manor shall require any Licence or Consent, or any customary Mode of leasing, but not otherwise.

Leasesgranted in pursuance of this Act to be valid against all Persons claiming any Interest in the Premises therein under Sir T. Coxhead's Will.

XIX. And be it further enacted, That every Lease which shall be executed in pursuance of this Act shall be absolutely valid and binding at Law and in Equity upon the Person and Persons claiming or to claim any Estate or Interest in the Premises comprised in such Lease under the Limitations contained in the Will of the said Sir *Thomas Coxhead*, and on all Persons claiming by, through, under, or in trust for them, or any or either of them, and on the Heirs at Law of the said Sir *Thomas Coxhead;* and the said *William Samuel Currey* and *William Currey*, and the Survivor of them, or other the Trustees or Trustee for the Time being of this Act, shall stand possessed of the Rents or Reservations to be reserved and made payable upon any Lease to be granted in pursuance of this Act upon trust for the Person or Persons who under the Limitations contained in the said Will of the said Sir *Thomas Coxhead* would have been entitled to receive the same in case this Act had not been passed.

XX. Pro-

Indemnity of Trustees.

XX. Provided also, and be it enacted, That the said *William Samuel Currey* and *William Currey*, and other the Trustees or Trustee for the Time being acting in the Execution of the Trusts and Powers hereby created, and each and every of them, and the Heirs, Executors, Administrators, and Assigns of them and each and every of them, shall be charged and chargeable respectively for such Monies only as they respectively shall actually receive by virtue of the Trusts, Powers, and Provisions of this Act, notwithstanding their or any of their giving or signing, or joining in giving or signing, any Receipt for the sake of Conformity, and any One or more of them shall not be answerable or accountable for the others or other of them, or for involuntary Losses; and also that it shall be lawful for them and every of them, with or out of the Monies which shall come to their respective Hands by virtue of the Trusts and Provisions of this Act, to retain and reimburse themselves respectively, and also to allow to their respective Co-trustee or Co-trustees, all Costs, Charges, Damages, and Expences which they or any of them shall or may suffer, sustain, expend, disburse, be at, or be put unto, in or about the Execution of the aforesaid Trusts and Provisions, or in relation thereto.

Power for the Court of Chancery to appoint new Trustees.

XXI. And be it enacted, That if the said *William Samuel Currey* and *William Currey*, or either of them, or any new Trustee or Trustees to be appointed as herein-after is mentioned, shall die, or desire to relinquish or shall refuse or decline to act or become incapable or unfit to act in or exercise the Trusts, Powers, and Authorities hereby in them or him reposed, or shall go out of the United Kingdom of *Great Britain* and *Ireland* before the same Trusts, Powers, and Authorities shall be fully and completely performed and executed, then and in every such Case it shall be lawful for the said Court of Chancery, upon Petition to be preferred to the said Court in a summary Way as aforesaid, to appoint One or more Person or Persons to be a Trustee or Trustees in the Place and Stead of the Trustee or Trustees so dying, desiring to be discharged, or refusing or declining or becoming incapable or unfit to act, or going out of the United Kingdom as aforesaid; and every such new Trustee shall have and be invested with the same Trusts, Powers, and Authorities as the Trustee or Trustees in whose Place and Stead he or they shall have been substituted.

General Saving.

XXII. Saving always unto the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every Persons, Bodies Politic and Corporate, his, her, or their Heirs and Successors, Executors and Administrators, (other than and except the said *Thomas Coxhead Marsh* the elder, his Heirs and Assigns, and all and every the Sons and Son of the said *Thomas Coxhead Marsh* the elder, and the Heirs of their respective Bodies, and all and every the Daughters and Daughter of the said *Thomas Coxhead Marsh* the elder, and the Heirs of their respective Bodies, and the said *William Coxhead Marsh*, his Heirs and Assigns, and all and every the Sons and Son of the said *William Coxhead Marsh*, and the Heirs of their respective Bodies, and all and every the Daughters and Daughter of the said *William Coxhead Marsh*, and the Heirs of their respective Bodies,

Bodies, and the said *Mary Stevens* and *Frances Nicholls*, and the Heirs of their respective Bodies, and the right Heirs of the said Testator Sir *Thomas Coxhead*,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, in, to, or out of the said Hereditaments hereby authorized to be sold and demised respectively, 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 or enjoyed in case this Act had not been passed.

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

XXIII. And be it lastly 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 referred to in the foregoing Act;

BEING

The Lands and Hereditaments to which the said Thomas Coxhead Marsh the elder is entitled for his Life, under the herein-before recited Devise contained in the said Will of the said Sir Thomas Coxhead, and which said Lands are situate in the Parishes of Saint Matthew Bethnal Green, Mile End Old Town, Saint Mary-at-Bow, and Stepney, in the County of Middlesex.

	A.	R.	P.
House, Outbuildings, Yard, and Land in the Occupation of John Gardner, including Part of the Grove Road -	43	0	0
Land on the West Side of the Regent's Canal, also in the Occupation of the said John Gardner - - -	4	2	0
Land on the East Side of the Coborn Road, also in the Occupation of the said John Gardner - - -	20	0	0
Seven Houses and Premises on the East Side of the Grove Road, demised or agreed to be demised by Sir Thomas Coxhead to Matthew Stanley Powell, from the Twenty-fourth day of June One thousand eight hundred and eleven, for Eighty-nine Years.			
One Lodge on the East Side of the Grove Road, and Six Houses, One Lodge, Land, and Premises on the West Side of the Grove Road, demised to James Taddy and others, by Lease, dated Third Day of March One thousand eight hundred and six, since divided by the Eastern Counties Railway - - - - -	4	3	31
Wooden Building, Yard, and Premises, and small Piece of Land, demised to John Cock, by Lease, dated Twenty-fourth Day of June One thousand eight hundred and forty-three.			
Eleven Houses, Yard, and Premises, demised or agreed to be demised to the said John Gardner for Fifty-one Years	1	0	0
House and Garden, Public House and Tea Gardens, called the Victoria Gardens, demised to Henry Stevens, by Lease, dated the Fourteenth Day of March One thousand eight hundred and five, for Seventy-seven Years from Michaelmas One thousand eight hundred and twenty-three - - - - - - -	6	0	18
House and Garden demised to James Taddy, by Lease, dated the Fifteenth Day of November One thousand eight hundred and four, for Seventy-seven Years from Michaelmas One thousand eight hundred and twenty-three - - - - - - - - -	4	2	16

	A.	R.	P.
Slip of Land on the West Side of the Grove Road, demised to Henry Stevens, by Lease, dated the Twenty-first Day of March One thousand eight hundred and six, for Ninety-nine Years from Lady Day One thousand eight hundred and six - - - - - -	0	0	28
Lodge in the Grove Road, in the Occupation of John Overill.			
Remainder of the Grove Road - - - - - -	1	0	30

And all other the Lands, Tenements, and Hereditaments in the Parishes of Saint Matthew Bethnal Green, Mile End Old Town, Saint Mary-at-Bow, and Stepney, or in any other Parish or Place adjoining or near thereto, to which the said Thomas Coxhead Marsh the elder is entitled for his Life under the herein-before recited Devise contained in the said Will of the said Sir Thomas Coxhead.

John F. Hammack.

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