Anno decimo

Georgii III. Regis.

An Act for building a new Pariſh Church, and declaring the preſent Pariſh Church a Chapel; for making a Cœmetary or Church-yard; and for building an Houſe for the Uſe of the Miniſter of the Pariſh of *Saint Mary le Bone*, in the County of *Middleſex*.

WHEREAS the Pariſh of Saint Mary le Bone, in the County of Middleſex, is a large and populous Pariſh, and the Inhabitants thereof very numerous, and the Pariſh Church is not ſufficient to contain them to aſſemble in for the publick Worſhip of God according to the Rites and Ceremonies of the Church of England; and the Coemetery or Church-yard is ſo ſmall that there is not Room for the decent Interment of ſuch of the Inhabitants as die, and others who are brought there to be buried: And whereas there is not any Houſe provided for the Habitation of the Miniſter of the ſaid Pariſh: Now, to the Intent that a new Church may be built, and a Coemetery or Church-yard incloſed, and a Houſe purchaſed or built for the Habitation of the Miniſter, in a Manner that may be leaſt burthenſome to the Inhabitants; May it pleaſe your Majeſty, that it may be enacted, and be it Preamble.

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 the Vestrymen of the said Parish of Saint Mary le Bone, appointed by or in pursuance of an Act of Parliament made in the Eighth Year of His present Majesty's Reign, intituled, An Act for repealing an Act made in the Twenty-ninth year of the Reign of His late Majesty King *George* the Second, intituled, An Act for the better regulating the nightly Watch and Beadles, and cleansing, enlightening, and paving the Streets, Squares, Lanes, and other Passages, and repairing the Highways and Causeways, and regulating the Poor within the Parish of *Saint Mary le Bone*, in the County of *Middlesex*, and for making more effectual Provision for those Purposes; and all others the Vestrymen of the said Parish for the Time being, shall be and be called Trustees for putting this Act in Execution, for and during so long a Time as they shall continue to be Vestrymen of the said Parish.

Vestrymen appointed Trustees.

Provided always, and be it enacted, That no Person shall be capable of acting as a Trustee in the Execution of this Act during the Time he shall hold any Office, or enter into any Contract, or have any Share or Interest in any Contract relating to the Execution of any of the Powers of this Act.

Trustees not to act where interested.

And be it enacted by the Authority aforesaid, That it shall and may be lawful to and for the said Trustees, or any Nine or more of them, to cause a Church and Steeple to be built upon the Lands included in the Lease herein after mentioned, or some Part thereof, after such Model, and of such Dimensions, and of such Materials, and in such Manner, as by the said Trustees, or any Nine or more of them, at any Meeting to be holden in pursuance of this Act, shall be agreed upon; and to cause to be made, erected, and set up Pews, Seats, and Galleries, and also such Ornaments and Conveniencies in the said Church as shall appear necessary, in order that the same may be consecrated and set apart for Divine Service according to the Rites and Ceremonies of the Church of England as aforesaid; and may, if they think fit, cause Vaults to be built under the said intended Church, to be applied and made use of as Repositories for the Dead; which Vaults shall be subdivided into so many Parts or lesser Vaults as the said Trustees shall order and direct; and may also cause the Ground herein after mentioned, or such Part thereof as they shall think necessary, to be taken in and inclosed for a Coemetary or Church-yard in such Manner and with such Materials as they shall think proper; and also

Trustees may cause a Church to be built.

shall and may purchase or build an House for the Habitation of the Minister of the said Parish; and shall and may build such House of such Dimensions and Materials, and in such Manner and Place, and with such Conveniencies as the said Trustees, or any Nine or more of them, so assembled as aforesaid, shall direct; so that the Charges and Expences of building and completing the said several Works, and of making such Purchases as aforesaid, do not exceed in the Whole the Sum of Thirty thousand Pounds.

Trustees may put up an Organ, and appoint an Organist.

And be it further enacted, That it shall and may be lawful to and for the said Trustees, or any Nine or more of them, (if they shall think proper, to put up an Organ in the said intended Church) to appoint a fit Person for an Organist; and the said Trustees are hereby impowered to make such an Allowance to the said Organist as they, or any Nine or more of them, shall think reasonable, not exceeding the annual Sum of Thirty Pounds, and so in proportion for any less Time than a Year.

Organist may be displaced.

Provided always, That the said Trustees, or any Nine or more of them, at any publick Meeting, shall have Power to remove or displace such Organist so appointed, and to nominate and appoint another in his Stead, or may totally or partially discontinue such Office, if they shall think fit.

Time and Place of Trustees Meeting.

And be it further enacted by the Authority aforesaid, That it shall and may be lawful to and for the said Trustees, or any Nine or more of them, to meet together in the Vestry-room at the Court-house of the said Parish, on the Saturday Fortnight next after the passing of this Act, or as soon after as conveniently may be, between the Hours of Ten of the Clock in the Forenoon, and Two of the Clock in the Afternoon; and the said Trustees shall then and there proceed to put this Act in Execution; and shall then, and from Time to Time afterwards, adjourn themselves to meet at the Place aforesaid, or at any other Place or Places within the said Parish, as such Trustees shall think proper and convenient.

What Notice to be given of Meetings.

Provided always, and it is hereby enacted and declared, That of all the Meetings to be held in pursuance of this Act (unless by Adjournment) previous Notice shall be given in the now Parish Church of the Parish of Saint Mary le Bone aforesaid, till the said intended Church shall be built and erected, and then in such new Church, on the Sunday next before such Meeting (which Notice the Minister and Curate of the said Parish is

and are hereby required to read and give, or cause to be read and given) and also by Writing to be affixed on the Door of the said Churches respectively; which Notice shall set forth the Day, Hour, and Place of such Meeting; and at all Meetings the said Trustees shall pay their own Expences.

Trustees to defray their own Expences.

Trustees to appoint Officers,

And be it further enacted by the Authority aforesaid, That it shall and may be lawful to and for the said Trustees, or any Nine or more of them, at any publick Meeting to be held in pursuance of this Act, to appoint a Treasurer and Clerk, and also One or more fit and able Person or Persons (if they shall think necessary so to do) to inspect the said intended new Buildings; and also to appoint such other Person or Persons as may be necessary for any of the Purposes of this Act, or that may be necessary and proper to execute any Rules, Orders, and Regulations, to be made in pursuance of the same, with such Allowances as shall be judged reasonable by the said Trustees, or any Nine or more of them, so assembled as aforesaid; and shall and may take such Security as they shall think proper from such Treasurer, Clerk, Surveyor, or other Person or Persons so to be employed and appointed as aforesaid, or any of them; and likewise may, from Time to Time, remove such Officer or Officers, or other Person or Persons, and appoint others in the Room of such of them as shall be so removed, or that shall die, or may discontinue any such Office or Offices, when they shall think proper so to do; and such Trustees, so assembled as aforesaid, or any Nine or more of them, shall and may, out of the Monies arising by virtue of this Act, pay or cause to be paid such Salaries or other Allowances as the said Trustees shall judge reasonable, for and in Consideration of his and their Employment and Employments, Office and Offices respectively, and to such other Person or Persons as have been or shall be aiding and assisting in about the Execution of this Act.

and allow them Salaries,

and remove them and appoint others.

The Church, &c. to be called the Parish Church, &c. of *St. Mary le Bone*.

And be it further enacted, That such new Church, and Coemetery or Church-yard, when the same shall be respectively built, finished, laid out, walled in, completed, and consecrated, shall from thenceforth for ever be called and known by the Name of, and to all Intents and Purposes be the Parish Church of the said Parish of Saint Mary le Bone; and the Coemetery or Burial-place, so walled in and consecrated, shall be, and be called the Church-yard of the said Parish Church; and that Divine Service, the Solemnization of Matrimony, Burial of the Dead, and all other Matters and Things

Things whatsoever, which were, or of Right have been used to be celebrated, solemnized, administered, had, done, or performed by the Minister of the said Parish, in the old Church and Coemetery, shall and may be celebrated, solemnized, administered, had, done, and performed in such and the like Manner, by the said Minister of the said Parish, and his Successors Ministers of the said Parish for the Time being, in the new Church, Vaults, and Coemetery or Church-yard; and also that Prayers shall be read Twice every Day in the said new Church; any Law, Statute, Custom, or Usage, to the contrary notwithstanding.

Appointing Ministers of the new Church.

And be it further enacted, That the Honourable and Reverend John Harley Archdeacon of Hereford, the present Minister of the Parish of Saint Mary le Bone aforesaid, and his Successors, shall, and they are hereby respectively declared to be Ministers of the said new Church; and that the Person or Persons then having the Estate and Lordship or Manor of Saint Mary le Bone in Possession, and the Right of nominating and appointing a Minister or Ministers to the said old Church, shall, from after the Finishing and Consecration of the said new Church and Church-yard, have such and the like Estate and Estates, Right, Title and Titles, of and in the said new Church, as he, she, or they respectively now have, or might or should have had to the Nomination and Appointment of a Minister or Ministers to the the said old Church, and according to his, her, or their Rights and Estates respectively from thenceforth for all Time to come; and from and after the Death or Avoidance of the present Minister, shall and may nominate and appoint, upon every Vacancy, a fit Person to be Minister of the said new Church; which Person and Persons, and his and their Successors so to be nominated and appointed, shall, after such Nomination and Appointment, be Ministers successively of such new Church, and shall have and enjoy such Oblations, Mortuaries, Easter Offerings, Glebes, Tithes, Profits, Commodities, and other Ecclesiastical Dues and Duties arising within the said Parish, as the present Minister ought to have and enjoy, or that any of his Predecessors (Ministers of the said Parish) ought to have had and enjoyed.

Assistant Minister to be appointed.

And be it further enacted by the Authority aforesaid, That the Minister of the said Parish for the Time being shall and may, by and with the Consent of the Person or Persons so having the Estate and Lordship or Manor of Saint Mary le Bone in Possession, and also by and with the Consent of the Vestrymen of the said Parish for

for the Time being, in Vestry duly assembled, or any Seven or more of them, nominate and appoint One able Minister, in Priest's Orders, to reside in the said Parish, to assist the said Minister and his Successors in the Celebration of the Divine Offices of Praying, Preaching, and other Duties to be performed in the said intended Church and Parish, as the Minister shall require of him; and it shall and may be lawful to and for the said Vestrymen, and they are hereby directed and required to pay, or cause to be paid, to the said Preacher Assistant, so to be nominated and appointed as aforesaid, the Sum of Seventy Pounds per Annum out of the Profits of the Pews in the said intended Church, or out of the Burial Fees, or any other the Duties, Profits, and Perquisites accruing therefrom, by Four Quarterly Payments, in equal Portions; the First Payment to be accounted due and payable on the Day that the First Quarter of One Year expires after such his Nomination and Appointment: And the said Minister of the said Parish for the Time being may, by and with the Consent of the Person or Persons then having the Estate and Lordship or Manor of Saint Mary le Bone, and also by and with the Consent of the Vestrymen of the said Parish, in Vestry duly assembled, remove such Preacher Assistant; or if such Preacher Assistant shall die or remove out of the Parish, then, and in either of the said Cases, the Minister of the said Parish shall and may, by and with such Consent as aforesaid severally had and obtained, appoint One other able Minister, in Priest's Orders, in the Room or Stead of the Person so removed, or that shall die or remove out of the Parish.

Trustees to settle the annual Rents of Pews.

And be it further enacted by the Authority aforesaid, That it shall and may be lawful to and for the said Trustees, or any Seven or more of them, at any of their publick Meetings, to settle the annual Rents to be paid for Pews, or for Seats or Kneeling-places therein, in the said intended Church; and also the Rates and Fees for the Burial of the Dead, as well in the Vaults to be made under the said Church, as also in the Coemetery or Church-yard; so that such Rents for Pews, or Seats or Kneeling-places, are not less than the Rents for Pews, and Seats and Kneeling-places in the Chapel called Portland Chapel, now built in the said Parish; nor the Fees for Burials in the Vaults less than the Fees now paid for Burials in the old Church; and the Fees for Burials in the said new

Coemetery or Church-yard, not less than the Fees for Burials in the old Church-yard; and shall and may, from Time to Time, at such Meetings, make such Rules, Orders, and Regulations, relative to letting the said Pews, and Seats or Kneeling-places, and of and concerning Burials, and for the keeping the said intended Church, and all the Appurtenances thereunto belonging, and the Wall of the said Coemetery or Church-yard, in good and sufficient Repair, and the said Coemetery or Church-yard in good and decent Order; and may, from Time to Time, make such other Rules, Orders, and Regulations, in and concerning the Premises, as to the said Trustees, or any Seven or more of them, at any such Meeting shall appear reasonable, necessary, and convenient: But no such Rents for Pews, Seats or Kneeling-places, or Rates and Fees for Burials, or Orders for repairing the said Church or Wall, nor any such Rules, Orders, and Regulations, so to be made as aforesaid, shall be in Force, until confirmed by the major Part of the Vestrymen of the said Parish, who shall be present at a publick Meeting to be holden in pursuance of the said Act made in the Eighth Year of the Reign of his present Majesty King George the Third, and herein before mentioned; nor shall such Rents of Pews, or for Seats or Kneeling-places, or the Rates or Fees for Burials, nor any such Rules, Orders, or Regulations, when so made and confirmed as aforesaid, be repealed or altered, except at a like Meeting of the Vestrymen of the said Parish, to be holden in Manner aforesaid; and the said Vestrymen, or any Seven or more of them so assembled, are hereby impowered, from Time to Time, to alter such Rents, Rates, or Fees, and to repeal or alter such Rules, Orders, and Regulations, or any Part thereof, in such Manner as they shall think proper; provided that such Rents of Pews, or for Seats or Kneeling-places, and such Rates and Fees for Burials, shall not by the said Vestry be made lower or less than as aforesaid; any Thing herein contained to the contrary thereof in any wise notwithstanding.

Rents to be approved, or altered, by Vestrymen, assembled in pursuance of Act 8 *Geo.* III.

Provided always, and be it enacted, That the Churchwardens of the said Parish for the Time being shall not at any Time dispose of any of the Pews, or Seats or Kneeling-places in Pews, in the said intended Church, without the Consent and Allowance of the said Trustees for the Time being, or any Seven or more of them, at any Meeting to be holden in pursuance of this Act.

Churchwardens shall not dispose of Pews, without Consent of the Trustees.

Pews, &c. to be numbered.

And be it further enacted by the Authority aforesaid, That the said Trustees, or any Seven or more of them, shall, and they are hereby required to cause the several Pews, so to be erected or set up in the said Church, to be numbered; and the several Numbers of the said Pews, and the Seats or Kneeling-places therein, to be entered in a Book to be provided for that Purpose; and also the annual Rents at which the same or any Part thereof shall be set or let; which Book shall be preserved in the Vestry-room of the said Church, and shall be open to the Inspection of all Persons interested therein, at all seasonable Times, without Fee or Reward.

Trustees may enter into Contracts;

And be it further enacted, That it shall and may be lawful to and for the said Trustees, or any Nine or more of them, at any publick Meeting to be holden in pursuance of this Act, to receive Proposals from and contract with any Surveyor or Surveyors, Builder or Builders, or with Workmen, for the building the said intended Church, or any Part or Parts thereof; and with the same, or any other Person or Persons, to find and provide proper Materials for that Purpose; and also for erecting a Wall or Walls for inclosing the said Coemetery or Church-yard; and also for building an House for the Habitation of the Minister of the said Parish; and for any other Materials, Matters, or Things necessary and proper for effectually performing the Purposes of this Act: Which Contract and Contracts shall specify the several Works to be done, and the Prices to be paid for the same, and the Time or Times when the said Works shall be completed, and the Quantity and Quality of the Materials to be delivered, and the Penalties to be suffered in case of Nonperformance of such Contract or Contracts; which Contract or Contracts shall be signed by the said Trustees, or any Nine or more of them, and also by the Person or Persons so respectively contracting, and shall be entered in a Book or Books to be kept for that Purpose by the Clerk to the said Trustees: But, previous to the making any such Contract, Twenty-one Days Notice at the least shall be given in the London Gazette, and also in some of the Daily News-papers, expressing the Intention of making such Contracts, in order that any Person or Persons may have an Opportunity of making Proposals for any of the Purposes aforesaid to the said Trustees, at a certain Time and Place in such Notice to be mentioned; and it shall and may be lawful to and for the said Trustees so assembled as aforesaid, to take such Security from any Person or Persons for the Performance of any Contract or Contracts for the

giving Notice,

and taking Security.

Purposes

Purposes aforesaid, as to the said Trustees shall seem necessary.

Surveyors to inspect the Works.

And be it further enacted by the Authority aforesaid, That it shall and may be lawful to and for the said Trustees, or any Seven or more of them, and they are hereby directed to cause all and every the Works, to be done in pursuance of this Act, to be inspected by a Surveyor or Surveyors, or by such other skilful Person or Persons as they shall from Time to Time appoint; and, in case the same shall not be well and sufficiently performed, according to the true Intent and Meaning of such Contract or Contracts, or shall not be finished and completed at or within the Time or Times that the same is or are agreed to be completed, such Surveyor or Surveyors, or other Person or Persons, shall report the same to the said Trustees, or any Seven or more of them, at their next or any subsequent Meeting; who shall and may in their own Name, or in the Names of any Two or more of them, or in the Name of their Treasurer for the Time being, bring an Action of Debt or upon the Case, in any of His Majesty's Courts of Law at Westminster, against any Person or Persons so contracting and neglecting to perform the same in the Manner or in the Time set forth in any such Contract, for any Penalty or Penalties which shall be contained in any such Contract, or for any Breach of the Covenants or Agreements therein contained; and on proving the Signing the same, and Non-performance thereof, the said Trustees shall be intitled to and shall recover such Penalty or Penalties; and which, when recovered, shall be applied for the Purposes of this Act.

Trustees may bring Actions for Nonperformance.

Trustees may compound with Persons.

And be it further enacted by the Authority aforesaid, That it shall and may be lawful to and for the said Trustees, or any Seven or more of them, from Time to Time to compound and agree with any Person or Persons against whom they shall bring or cause to be brought any Action or Actions, Suit or Suits, for any Penalty or Penalties contained in any Contract or Contracts, or Damages, for such Sum or Sums of Money as they shall think reasonable; so as the Sum so compounded and agreed for be not less than the Injury or Damage sustained by the Breach or Nonperformance thereof, and all Costs, Charges, and Expences which shall be occasioned thereby.

Recital of Indentures of Lease and Release, &c.

And whereas by Indentures of Lease and Release, the Lease bearing Date the Day next before the Date of the Release; and the Release being quadripartite, and bearing Date the Second Day of August which was in the Year of our Lord One thousand seven hun-

dred and thirty-seven, and made or mentioned to be made between the Right Honourable Edward late Earl of Oxford and Earl Mortimer, and Henrietta Cavendish Holles Countess of Oxford and Mortimer, his Wife, sole Daughter and Heiress of the most Noble John Duke of Newcastle, and Grand-daughter of the most Noble Henry Duke of Newcastle (both since deceased) of the First Part; the Right Honourable John Earl of Powlet (since deceased) of the Second Part; Peter Walter Esquire (since deceased) of the Third Part; Henry, late Earl of Carlisle, then Viscount Morpeth (since deceased), John Verney (since also deceased), Robert Harley, and James West, Esquires, of the Fourth Part; divers and sundry Honors, Baronies, Manors, Messuages, Lands, Tenements, and Hereditaments therein mentioned and described, and, among others, the Manor or Lordship of Marybone, otherwise Saint Mary le Bone, and the Impropriate Rectory or Parsonage, Donation, Patronage, and Right of Nomination, of, in, and to the same Rectory or Parsonage and Parish Church of Marybone, otherwise Saint Mary le Bone, and a large Parcel or Quantity of Land, Parcel of the said Manor, situate, lying, or being in the Parish of Marybone, otherwise Saint Mary le Bone, were granted and conveyed by the said Earl and Countess of Oxford, and by the said other Persons Parties thereto, or some of them, by the Direction or Consent of the said Earl and Countess of Oxford, unto and to the Use of the said Henry Earl of Carlisle, John Verney, Robert Harley, and James West, and their Heirs, upon Trust, by Sale or Mortgage thereof, or of a competent Part thereof, or by and out of the Rents and Profits, in the mean Time, to raise Money sufficient to pay the several Debts and Incumbrances, and make good the other Payments therein, and in the Schedule thereto annexed, mentioned; and after Satisfaction thereof, then upon Trust, that they the said Trustees, and the Survivors and Survivor of them, and the Heirs of such Survivor, should settle and convey the said Estates in the said County of Middlesex, and other the Counties therein particularly mentioned, or such Part thereof as should remain unsold, to such Uses as the said Countess of Oxford and Mortimer, whether Covert or Sole, by any Deed or Writing, or by her last Will and Testament in Writing, signed in the Presence of Two or more credible Witnesses, should from Time to Time direct or appoint; and, for want of such Direction or Appointment, to the Use of the said Countess, and of her Heirs for ever: And whereas by a Deed Poll or Instrument in Writing,

bearing

bearing Date on or about the Twenty-fifth Day of September, in the Year of our Lord One thousand seven hundred and thirty-eight, and written and indorsed on the said recited Indenture of Release, the said Henry, then Earl of Carlisle, did, by the Direction and Appointment of the said Earl and Countess of Oxford and Mortimer, remise and release to the said John Verney, Robert Harley, and James West, their Heirs, Executors, Administrators, and Assigns, all his the said Earl of Carlisle's Right, Title, Interest, Term and Terms of Years, Claim and Demand whatsoever in Law or Equity, which he had or might claim, of, in, to, or out of all and singular the Honors, Baronies, Castles, Manors, Messuages, Lands, Tenements, and all other the Hereditaments comprised in the said Indenture, to hold all and singular the said Hereditaments and Premises unto them the said John Verney, Robert Harley, and James West, their Heirs, Executors, Administrators, and Assigns, to and for the several Uses, Intents, and Purposes, and upon the Trusts, and subject to the several Provisoes, Limitations, and Agreements in the said Indenture contained: And whereas the said Henrietta Cavendish Holles, then Countess Dowager of Oxford and Mortimer, made her last Will and Testament in Writing, bearing Date on or about the Ninth Day of June, in the Year of our Lord One thousand seven hundred and fifty-four, (which was duly executed in such Manner as by Law is required for the effectual Devising of Real Estates) and thereby, after ratifying, confirming, and declaring her Approbation of the said Indentures of Lease and Release of the First and Second Days of August, One thousand seven hundred and thirty-seven, and all Acts and Things done by her Trustees, the said Robert Harley and James West, and her said other Trustees then deceased, in pursuance thereof, she devised, ordered, and appointed all her Honors, Manors, Lands, and Hereditaments whatsoever in the County of Northumberland, or elsewhere in the Kingdom of Great Britain, unto and to the Use of the said Robert Harley and James West, their Heirs, Executors, Administrators, and Assigns for ever, upon Trust, in the First Place to raise by Demise, Mortgage, or Sale thereof, or of any Part thereof, so much Money as would be sufficient to pay all such Debts as she should owe at the Time of her Death, the Payment of which was not provided for by the said Indentures of the First and Second Days of August, One thousand seven hundred and thirty-seven; and also all such Sums of Money and Annuities as she should bequeath or direct to be paid

Recital of the Will of the Countess Dowager of *Oxford* and *Mortimer*.

by her said Will, or by any Codicil thereto; and subject to such Trusts, she declared her Mind to be, that her said Trustees should lay out the Residue of the Money to arise by Sale of such Part of her Estate as they should have made Sale of for the Purposes aforesaid, in the Purchase of other Lands and Tenements; and that they should stand seised of such Lands and Tenements, and also of such of her Honors, Manors, Lands, and Hereditaments as should remain unsold, upon Trust, to settle and convey the same to the Uses therein and herein after-mentioned; that is to say, All her Honors, Baronies, Manors, Lands, and Hereditaments, situate, lying, and being in the said County of Middlesex, and also in the County of Northumberland, to the Use of the said William then Duke of Portland, her Son-in-law, since deceased, and his Assigns, during his Life, without Impeachment of Waste; with Remainder to the Use of the said Margaret Cavendish, now Duchess Dowager of Portland, and her Assigns, during her Life, without Impeachment of Waste; with Remainder to her Grandson William Henry now Duke of Portland, by the Name and Description of William Bentinck Esquire, commonly called Marquis of Tichfield, and his Assigns, for his Life, without Impeachment of Waste; with Remainder to Trustees and their Heirs, during the Life of the said William Henry now Duke of Portland, upon Trust, to preserve the contingent Remainders therein after limited from being defeated or destroyed; with Remainder to the Use of the First and all other the Son and Sons of the said William Henry now Duke of Portland, severally and successively in Tail Male; and for Default of such Issue, to the Use of the First and all other the Daughter and Daughters of the said William Henry now Duke of Portland, severally and successively in Tail Male; with Remainder to the Use of her Grandson Edward Charles Cavendish Bentinck, commonly called Lord Edward Bentinck, and his Assigns, for his Life, without Impeachment of Waste; with Remainder to his First and other Sons successively in Tail Male; with Remainder to his First and other Daughters successively in Tail Male; and for Default of such Issue, to the Use of all and every other the Son and Sons of her said Daughter Margaret now Duchess Dowager of Portland, severally and successively in Tail Male; with Remainder to the Use of her Grand-daughter Elizabeth Viscountess Weymouth, by the Name and Description of her Grand-daughter Elizabeth Cavendish Bentinck, and her Assigns, for her Life, without Impeachment of Waste; with Remainder to Trustees

tees for her Life, upon Trust, to preserve contingent Remainders; with Remainder to their First and other Sons successively in Tail Male, and for Default of such Issue, to her Grand-daughter Henrietta Countess of Stamford, by her then Name of Henrietta Cavendish Bentinck, and her Assigns, for her Life, without Impeachment of Waste; with Remainder to Trustees during her Life, in Trust, to preserve contingent Remainders; with Remainder to the Use of her First and other Sons successively in Tail Male; and for Default of such Issue, to the Use of her Grand-daughter Margaret Cavendish Bentinck, since deceased, and her Assigns, for her Life, without Impeachment of Waste; with Remainder to Trustees during her Life, in Trust, to preserve contingent Uses; with Remainder to the Use of her First and other Sons successively in Tail Male; and for Default of such Issue, to the Use of all and every Daughter and Daughters of her said Daughter Margaret, now Duchess Dowager of Portland, severally and successively in Tail Male; with Remainder to the Use of her own Right Heirs: And that the said Countess, by her said Will, did direct, that proper Clauses should be inserted in the Conveyances by her said Will directed to be made by her said Trustees, such as Counsel should advise, to enable the respective Takers of Estates for Life only, under the said Will, to make Leases of the Estates so to be conveyed as aforesaid, as well at Rack Rents as under conventionary Rents, as should be thought reasonable in that Behalf: And whereas the said Countess Dowager of Oxford, some Time in or about the Year of our Lord One thousand seven hundred and fifty-four, departed this Life without altering or revoking her said Will, leaving the said Margaret, now Duchess Dowager of Portland, her only Child and Heir at Law: And whereas the Real Estates of the said Countess, at the Time of her Death, were of a Value greatly more than sufficient for Payment of the Debts provided for by the Deeds of Trust of the First and Second Days of August, One thousand seven hundred and thirty-seven, and for Payment of all other Incumbrances which then were thereon, and also all her Debts, and all the Legacies and Annuities given by her said Will, which have since been paid or secured to the Satisfaction of such Creditors and Annuitants respectively: And whereas the said William Henry late Duke of Portland, by virtue of the said Will, soon after the Death of the said Countess Dowager of Oxford, did enter upon, and take Possession of all the Real Estates of the said Countess Dowager of Oxford, in the said Counties of Middle-

Earl of *Portland* takes Possession.

Decree in Chancery.

sex and Northumberland, and received the Rents and Profits thereof: And whereas by a Decree or decretal Order of the High Court of Chancery, bearing Date on or about the Fifteenth Day of August, which was in the Year of our Lord One thousand seven hundred and fifty-six, and pronounced by the Right Hononourable the then Lord Chancellor of Great Britain, in a Cause depending in the same Court, wherein the said William Henry Duke of Portland, by his then Name, Title, and Description of the most Noble William Henry Cavendish Bentinck, commonly called Marquis of Tichfield, eldest Son and Heir Apparent of the most Noble William Duke of Portland, by the most Noble Margaret Cavendish Duchess of Portland his Wife, and only Child of the Right Honourable Edward late Earl of Oxford and Earl Mortimer, and the said Henrietta Cavendish Holles Countess of Oxford and Mortimer his Wife, both deceased, and the said Edward Charles Cavendish Bentinck and Elizabeth Viscountess Weymouth, then the Lady Elizabeth Cavendish Bentinck, and the said Henrietta Countess of Stamford, then the Lady Henrietta Cavendish Bentinck, the youngest Son and Daughters of the said Duke and Duchess of Portland, all then Infants under the Age of Twenty-one Years, by Edward Earl of Oxford and Earl Mortimer their next Friend, were Complainants; and the said Robert Harley and James West, the said William late Duke of Portland, and the said Margaret Cavendish Duchess of Portland, then his Wife, were Defendants; it was, among other Things, declared, That the Will of the said Countess of Oxford was well proved; and that the same ought to be established, and the Trusts thereof performed and carried into Execution, and the same was decreed accordingly; and his Lordship did order that the Defendant, the late Duke of Portland, should be forthwith let into Possession of the Trust and purchased Estates in the said Counties of Middlesex and Northumberland, without Prejudice to the Trustees, or any of the Mortgagees or Incumbrancers; and as to the Direction contained in the said Testatrix's Will, that, in the Settlements to be made of her Real Estates by her Trustees, proper Clauses, such as Counsel should advise, should be inserted, to enable the respective Takers for Life to make Leases, as well under Rack Rents as conventionary Rents, as should be thought reasonable in that Behalf: And it was further ordered, That the Master to whom the said Clause was referred, should enquire what Clauses and Powers might be proper to be inserted in such Settlements respectively, for answering the true Intent and

Will well proved.

Meaning

Meaning of the said Will; Regard being had to the Nature and Circumstances of the several Estates to be comprised in such Settlements respectively, and the Manner of Leasing in the respective Places where they were lying; and the said Master was to be at Liberty to make a separate Report as to the said Enquiry: And whereas no further Proceedings have, as yet, been had in the said Cause in pursuance of the said Decree; nor any Settlement or Conveyance hath as yet been made by the said Trustees of the said Estates in the County of Middlesex, or any Part thereof, pursuant to the said Will of the said Countess of Oxford; nor hath any Report been made concerning the Inquiry directed by the said Decree, as to the Clauses and Powers of Leasing which were proper to be inserted in such Settlement or Conveyance; but the said Duchess Dowager of Portland is in Possession of and in Receipt of the Rents and Profits of all and every the Honors, Baronies, Manors, Messuages, Lands, Tenements, Hereditaments, and, particularly, of the said Manor or Lordship of Mary Bone, and of all the Messuages, Lands, Tenements, and Hereditaments thereto belonging, comprised in the said Deeds and Will, for and during the Term of her natural Life for her own Use and Benefit, with such Remainders as above mentioned by virtue of the Limitations aforesaid: And whereas by Indenture Tripartite, bearing Date the Twenty-eighth Day of January in the Year of our Lord One thousand seven hundred and fifty-nine, and made between the said Robert Harley and James West of the First Part; the said late William Duke of Portland, since deceased, of the Second Part; and Joseph Mahoon of the Parish of Saint James, Westminster, in the County of Middlesex, Harpsicord-maker, of the Third Part; the said Robert Harley and James West, for the Considerations therein mentioned, did, by and with the Consent of the said Duke, demise, lease, and to farm-let unto the said Joseph Mahoon, his Executors, Administrators, and Assigns, all that Piece or Parcel of Ground situate, lying, and being in the Parish of Mary Bone otherwise Saint Mary le Bone, in the County of Middlesex, on the West Side of Mary Bone Lane or Street, and fronting or abutting on an intended Passage or Street, not less than Fifteen Feet wide West, on Ground belonging to Henry William Portman Esquire, or his Tenant William Baker Esquire, and on the new Burying-ground North, and on a Street leading from Marybone-street to the said Burying-ground, and South on a Lane leading to a Farm in the Possession of the said William Baker or his Under-tenants, and containing

taining in the North Front, running Eastwards, Seventy-two Feet Four Inches, then running Northward One hundred and sixty-two Feet, then running Eastward Two hundred and four Feet Seven Inches; which makes, in the Three Fronts, Four hundred Thirty-eight Feet Eleven Inches of Assize, little more or less; and in the East Front running Southwards, Three hundred sixty-three Feet Eight Inches, then running Eastward One hundred Fifty-seven Feet Nine Inches, then runing Southwards One hundred Thirty-eight Feet Six Inches of Assize, little more or less; which makes in the Whole Six hundred fifty-nine Feet Eleven Inchs of Assize, little more or less; and in the South Front, running Westward, Three hundred thirty-eight Feet Three Inches of Assize, little more or less; and in the West Front running Northwards, Two hundred ninety-two Feet Five Inches of Assize, little more or less; which said Piece or Parcel of Ground was more particularly described in a Plan or Ground Plot drawn on the Margin of the said Indenture of Lease; together with all the double Brick Messuages or Tenements, Stables, Coach-houses, and Garden-walls, lately built upon the said Piece or Parcel of Ground thereby demised, or upon some Part thereof, and all Erections or Buildings erected and built or to be erected and built in and upon the same Ground and Premises, or any Part thereof, and all Ways, Passages, Vaults, Lights, Easements, Profits, Commodities, Advantages, and Appurtenances whatsoever to the said Piece or Parcel of Ground, Messuages, Tenements, and Premises before mentioned belonging or in any-wise appertaining; to have and to hold the said Piece or Parcel of Ground, Messuages or Tenements, and all and singular other the Premises thereby demised, with their and every of their Appurtenances, unto the said Joseph Mahoon, his Executors, Administrators, and Assigns, from the Feast Day of the Annunciation of the Blessed Virgin Mary which was in the Year of our Lord One thousand seven hundred and fifty-three, for and during, and unto the full End and Term of, Ninety-nine Years from thence next ensuing and fully to be complete and ended; yielding and paying therefore yearly, and every Year during the said Term thereby demised, unto the said Robert Harley and James West, their Heirs or Assigns, the yearly Rent or Sum of Twenty-two Pounds and Fifteen Shillings of of lawful Money of Great Britain, at the Times therein mentioned: And whereas the said Margaret Cavendish Dutchess Dowager of Portland, and William Henry Cavendish Duke of Portland, and the most Noble Bene-

tinck

tinck commonly called Marquis of Tichfield, eldeſt Son and Heir Apparent of the ſaid William Henry Cavendiſh Duke of Portland; the ſaid Edward Charles Cavendiſh Bentinck commonly called Lord Edward Bentinck; the Right Honourable Thomas Lord Viſcount Weymouth, and the ſaid Elizabeth Viſcounteſs Weymouth his Wife; and the Honourable Thomas Thynne, Louiſa Thynne, Henrietta Thynne, Sophia Thynne, Iſabella Thynne, and George Thynne, Sons and Daughters of the ſaid Lord Viſcount Weymouth and the ſaid Elizabeth his Wife, who are Infants under the Age of Twenty-one Years; and the Right Honourable George Harry Earl of Stamford, and the ſaid Lady Henrietta Cavendiſh Counteſs of Stamford his Wife; and the Right Honourable George Harry Grey commonly called Lord Grey, Lady Henrietta Grey, and Lady Maria Grey, their Son and Daughters, who are Infants under the Age of Twenty-one Years; the ſaid Robert Harley and James Weſt, who ſurvived Henry Earl of Carliſle late Viſcount Morpeth and John Verney, both deceaſed, and the only Perſons now in eſſe who have any Eſtate or are intereſted in the ſaid Manor, Lands, and Hereditaments in the ſaid Pariſh of Saint Mary le Bone, and other the Premiſes compriſed in and limited by the ſaid Deeds and Will reſpectively; and the ſaid Dutcheſs Dowager of Portland; and the ſaid Duke of Portland, on Behalf of himſelf and the ſaid Marquis of Tichfield his Son; and the ſaid Edward Charles Cavendiſh Bentinck commonly called Lord Edward Bentinck; Thomas Lord Viſcount Weymouth, for and on Behalf of himſelf and of the ſaid Elizabeth Viſcounteſs Weymouth his Wife, and of Thomas Thynne, Louiſa Thynne, Henrietta Thynne, Sophia Thynne, Iſabella Thynne, and George Thynne his Children; George Harry Earl of Stamford, for and on Behalf of himſelf and of the ſaid Counteſs of Stamford his Wife, and of the ſaid George Harry Grey commonly called Lord Grey, Lady Henrietta Grey, and Lady Maria Grey; and the ſaid Robert Harley and James Weſt, are willing and deſirous that a new Church, and Cemetary or Church-yard for the Burial of the Dead, ſhall and may be erected, made, and completed upon the ſaid Piece or Parcel of Land and Premiſes ſo demiſed to the ſaid Joſeph Maſoon as aforeſaid, or ſome Part thereof, to anſwer the pious Intentions and Deſigns herein before-mentioned; and alſo that a Manſion-houſe may be built for the Miniſter of the ſaid Pariſh upon ſuch Ground in the ſaid Manor or Lordſhip of Marybone, as ſhall be thought moſt convenient and proper; and for that Purpoſe that the Fee-ſimple and Inheritance of the ſaid Piece or

Parcel

Parcel of Land and Premises so demised as aforesaid, or so much thereof as shall be convenient and necessary, and also of such other Piece or Parcel of Ground for the Purpose of building a Mansion-house with proper Conveniencies for the Habitation of the Minister of the said Parish, shall be granted and conveyed by the said Robert Harley and James West, and their Heirs, to the said Vestrymen or Trustees, and their Successors, for ever: But by reason of the Trusts and Limitations created by the said Deeds and Will respectively, the same cannot be effectuated, nor the said Church, Mansion-house, Coemetery, or Church-yard built, made, or completed without the Aid and Authority of Parliament: And, for that the Erection and Consecration of a proper and convenient Parish Church and Coemetery or Church-yard for the Celebration of Divine Service and Burial of the Dead, according to the Rites and Ceremonies of the Church of England, will greatly promote and encourage the building of more Streets and Houses within the said Manor and Parish, whereby the Estate and Interest of the Lords or Owners thereof, claiming under the said Deeds and Will for the Time being, will be greatly benefited and encreased; be it further enacted by the Authority aforesaid, That it shall and may be lawful for the said Robert Harley and James West, and the Survivor of them, and the Heirs and Assigns of such Survivor, and they are hereby authorised, enabled, and required, by any Deed or Writing under their Hands or his Hand, to be executed in the Presence of Two or more credible Witnesses, by and with the Consent and Direction of the said Duchess Dowager of Portland and Duke of Portland, and the Survivor of them, to be signified and declared by the same Deed or Writing to be executed by the said Duchess and Duke, or the Survivor of them, in the Presence of the like Number of Witnesses, to grant, release, and convey to the said Vestrymen or Trustees, and their Successors for the Time being, the Fee-simple, Reversion, and Inheritance of all that Piece or Parcel of Ground so demised to the said Joseph Mahoon as aforesaid, or so much and such Part thereof as shall be necessary and proper to be employed, applied, and disposed of for the Purposes aforesaid, (subject to the said Lease and the Term of Years, Rents, and Covenants thereby granted, reserved, and agreed upon); and also by the same or any other Deed, witnessed by a like Number of Witnesses, to grant, release, and convey to the said Vestrymen or Trustees, and their Successors for the Time being, the Fee-simple, Reversion, and Inheritance of a Piece or Parcel of Land

Impowering Mr. *Harley* and Mr. *West* to convey the Ground, to build the Church and House upon, to the Trustees.

or

or Ground in the said Estate and Lordship, or Manor of Saint Mary le Bone, which shall be thought most convenient and proper for the Purpose of building a Mansion-house for the Habitation of the Minister of the said Parish, and for erecting such Conveniencies as may be necessary for his Use; and that from and after the Execution of such Deed or Deeds, Writing or Writings, by the said Robert Harley and James West, or the Survivor of them, by and with such Consent and Direction as aforesaid, the said Vestrymen or Trustees, and their Successors for the Time being, shall and may hold, occupy, possess, and enjoy the said Pieces or Parcels of Ground or Land, or so much as shall be granted or released to them for all or any of the Purposes aforesaid by virtue of the Authority hereby given, freed, and absolutely discharged, indemnified, and protected from and against all and every the Uses, Trusts, Limitations, Powers, Provisoes, Conditions, and Agreements mentioned and contained in the said Deeds or Indentures of the First and Second Days of August, One thousand seven hundred and thirty-seven, and the Will of the said Countess Dowager of Oxford, each and every of them.

For indemnifying Mr. *Harley* and Mr. *West*.

And be it further enacted by the Authority aforesaid, That the said Robert Harley and James West, and their Heirs, shall be, and they, each, and every of them are hereby indemnified, protected, and saved harmless for and in respect of their or either of their executing such Grant, Release, or Conveyance, or such Grants, Releases, or Conveyances, with such Consent and Directions as aforesaid; and also for and in respect of every other Act and Acts, Matters and Things which they or either of them shall or may do, execute, or perform, in pursuance of this Act, and the Power hereby given.

Allowing the Duke and Duchess Dowager of *Portland* to nominate a Churchwarden, Sidesman, and Beadle.

Provided always, and be it further enacted and declared by the Authority aforesaid, That nothing herein contained shall prevent or hinder the said Duchess Dowager of Portland, and Duke of Portland, or either of them, or any other Person or Persons claiming or to claim from, by, or under the said Deeds or Will, nominating or appointing, from Time to Time, a Churchwarden, Sidesman, and Beadle for the said Parish as heretofore; but that it shall and may be lawful for the said Duchess Dowager of Portland and Duke of Portland, and such Persons claiming or to claim as aforesaid, to nominate and appoint such Churchwarden and Beadle, and also One substantial Parishioner to be Sidesman to assist the said Churchwarden in the Execution of his Office; any Thing herein contained to the contrary thereof in any wise notwithstanding.

Lord of the Manor to appoint Clerk and Sexton.

Provided always, and it is hereby enacted and declared, That the Right of Nomination and Appointment of a Clerk and Sexton to the said intended new Church shall, from and immediately after the Finishing and Consecration thereof, be, and be considered to be for ever thereafter vested in the Person or Persons then having the Estate and Lordship, or Manor of Saint Mary le Bone in Possession; any Custom or Usage to the contrary notwithstanding.

Fees to the Clerk and Sexton.

And be it further enacted by the Authority aforesaid, That the said Clerk and Sexton, so to be nominated and appointed, shall have such and the like Dues, Fees, Perquisites, and Profits paid and allowed, as now are or have at any Time been paid or payable, or belonging to the present Clerk and Sexton of the present Church; which said Clerk and Sexton shall continue in their respective Places during the Pleasure of the Person or Persons then having the Estate and Lordship, or Manor of Saint Mary le Bone, except for some Offence proved to be committed by them or either of them, they shall be displaced by the said Trustees, by and with the Consent of the Person or Persons so having a Right to nominate and appoint a Clerk and Sexton as aforesaid, who shall in such Case nominate and appoint another Person or Persons, properly qualified, in the Room or Stead of the Person or Persons so displaced.

The Lord of the Manor of *Mary le Bone* may appoint One Half of the Number of Persons to open the Pews in the new Church.

And be it enacted, That it shall and may be lawful to and for the Person or Persons then having the Estate and Lordship, or Manor of Saint Mary le Bone, from and after the Finishing and Consecration of the said intended Church, to appoint from Time to Time, during his, her, or their Pleasure, One Half of the Number of Persons necessary to be employed to open the Pews in the said intended Church and Galleries, in the same Manner as he, she, or they have heretofore usually appointed Persons to open Pews in the said old Church.

Value of the Ground to be settled by a Jury.

And forasmuch as the said Joseph Mahoon hath consented and agreed to sell and dispose of the said Piece or Parcel of Ground for his Term and Interest therein, or otherwise to grant a Lease thereof to the Trustees herein before mentioned, at such Value or yearly Rent as shall be settled and ascertained by a Jury of indifferent Persons; be it therefore enacted by the Authority aforesaid, That the said Trustees, or any Seven or more of them, shall cause the Value or yearly Rent of the said Ground to be enquired into and ascertained by and on the Oath of a Jury of Twelve indifferent Men of the County of Middlesex (which Oath the said Trustees,

tees, or any Two of them, are hereby impowered and required to administer) what Damages will be sustained by, and what Recompence and Satisfaction shall be made to the said Joseph Mahoon for his Term and Interest in the said Premises; and in order thereunto, the said Trustees are hereby impowered and required (if there shall be Occasion) to summon and call before the said Jury, and examine upon Oath, all Persons whatsoever who shall be thought necessary or proper to be examined as Witnesses touching or concerning the said Premises (which Oath the said Trustees, or any Two or more of them, are hereby impowered and required to administer); and if the said Joseph Mahoon shall request the same, or the said Trustees, or any Five or more of them, shall think it necessary, shall also cause the said Jury to view the Premises in Question, and shall use all other lawful Ways and Means, as well for their own, as for the said Jury's Information therein, in such Manner as they the said Trustees, or any Seven or more of them, shall think fit; and after the said Jury shall have so inquired of, ascertained, and settled such Value and yearly Rent, they the said Trustees, or any Seven or more of them, shall order and adjudge the Sum or Sums of Money, so ascertained by the said Jury for such Premises as aforesaid, to be paid to the said Joseph Mahoon for his Term and Interest therein, according to the Verdict and Inquisition; and the Order and Adjudication so had and made shall be final and conclusive to all Intents and Purposes, against the said Joseph Mahoon, his Heirs, Executors, Administrators, and Assigns; and the said Joseph Mahoon shall, from and after Payment or Tender of the Money so assessed and adjudged as aforesaid, in Manner herein after directed, be thereby to all Intents and Purposes divested of all Right, Title, Interest, Term and Terms of Years, Property, Claim, and Demand, of, in, and to the said Premises.

Sheriff to summon a Jury.

And be it further enacted by the Authority aforesaid, That, for the summoning and returning such Jury, the said Trustees, or any Five or more of them, are hereby impowered, from Time to Time, to issue their Warrant to the Sheriff of the said County of Middlesex, thereby requiring him to impanel, summon, and return an indifferent Jury of Twenty-four Persons to appear before the said Trustees, at such Time and Place as in such Warrant shall be appointed; of which Time and Place the said Joseph Mahoon shall have Ten Days Notice

tice given to him, or left at his Dwelling-house or Place Abode; and the said Sheriff or his Deputy is hereby required to impanel, summon, and return such Twenty-four Persons accordingly; and out of the Persons so impanelled, summoned, and returned, or out of such of them as shall appear according to or upon such Summons, the said Trustees, or any Five or more of them, shall cause to be sworn Twelve, who shall be the Jury for the Purposes aforesaid; and for Default of a sufficient Number of Jurymen, the said Sheriff or his Deputy, shall return so many of the Standers-by as shall be necessary to make up the Number of Twelve, to serve on such Jury.

Mr. *Mahoon* may challenge the Jurors.

Provided always, and be it further enacted by the Authority aforesaid, That the said Joseph Mahoon shall have his lawful Challenge against any of the said Jurymen when they come to be sworn; and the said Trustees acting in the Premises, shall have Power to impose any reasonable Fine on such Sheriff, or his Deputy or Agent, making Default in the Premises; and on any of the Persons who shall be summoned and returned on such Jury, and shall not appear, or shall refuse to be sworn on such Jury, or to give their Verdict, or in any Manner wilfully neglect their Duty therein, contrary to the true Intent and Meaning of this Act; and on any of the Persons who being required to give Evidence touching the Premises, shall refuse to be examined or give Evidence; and to levy such Fine or Fines by Distress and Sale of their Goods and Chattels respectively, so that no such Fine shall exceed the Sum of Ten Pounds upon any One Person for any One Offence.

Trustees may impose a Fine on the Sheriff, &c. making Default.

Fine not to exceed 10*l.*

After Payment of the Money, Trustees shall be in Possession of the Ground.

And be it further enacted, That from and after the Payment or Tender of such Sum or Sums of Money as shall be assessed by the said Jury, and ordered to be paid by the said Trustees, they the said Trustees shall be in the actual Possession of the Ground before mentioned and described, or such Part thereof as they shall think proper; in Trust nevertheless for the Uses and Purposes aforesaid, and to and for no other Uses, Intents, or Purposes whatsoever.

Mr. *Mahoon* to grant a Lease of the Ground.

And be it further enacted by the Authority aforesaid, That it shall and may be lawful to and for the said Trustees, or any Nine or more of them (if they shall think proper so to do) to accept and take of and from the said Joseph Mahoon, a Lease of the said Ground herein before described, or such Part thereof as they shall think necessary, for all his the said Joseph Mahoon's Term and Interest therein, at and under such yearly Rent,

Rent, Conditions, and Covenants, as the said Jury shall think proper, and as are usual and common; and the said Joseph Mahoon, his Executors, Administrators, and Assigns, is and are hereby required to grant and execute such Lease within One Calendar Month next after he or they shall be required so to do by the said Trustees, or any Nine or more them; and in case the said Joseph Mahoon, his Executors, Administrators, or Assigns, shall neglect or refuse, for One Calendar Month, to grant and execute such Lease, then, and in such Case, it shall and may be lawful to and for the said Trustees, or any Nine or more of them, to enter upon, and be in the actual Possession of the said Piece or Parcel of Ground, or such Part thereof as they shall think necessary, from the Time that One Calendar Month shall be elapsed after such Request so made by the said Trustees, or any Nine or more of them as aforesaid, for and during all the Rest, Residue, and Remainder of his the said Joseph Mahoon's Term and Interest therein; any Law, Statute, or Usage, to the contrary in any wise notwithstanding.

Rent to be paid to Mr. *Mahoon*.

Provided always, and it is hereby expressly enacted and declared, That the said Trustees, or any Nine or more of them, shall yearly and every Year, pay or cause to be paid to the said Joseph Mahoon, his Heirs, Executors, Administrators, or Assigns, such yearly Rent or Sum of Money, as shall have been assessed and settled by the said Jury as aforesaid to be a proper and sufficient Price for the same, by equal half-yearly Payments; the First Payment to become due and payable when Six Calendar Months shall have expired next after the said Trustees, or any Nine or more of them, shall have so entered upon and taken Possession of the said Premises for the Purposes aforesaid.

Old Church to be called the Parish Chapel.

And be it further enacted by the Authority aforesaid, That from and after the said intended Church shall be completed and consecrated, the said old Church shall from thenceforth and for ever be called and known by the Name of, and to all Intents and Purposes be the Parish Chapel of the said Parish of Saint Mary le Bone; and the Coemetery or Burial-place thereunto belonging shall be and be called the Chapel-yard of the said Parish Chapel; and that Divine Service and other Duties shall be had and performed therein, as hath been heretofore accustomed to be had and performed; except only the Solemnization of Matrimony.

The Minister may appoint an Assistant for the Chapel.

And be it further enacted by the Authority aforesaid, That the Minister of the said Parish for the Time being shall and may, by and with the Consent of the Vestrymen of the said Parish for the Time being in Vestry duly assembled, or any Seven or more of them, nominate and appoint One able Minister in Priest's Orders to reside in the said Parish, to officiate in the said Chapel in the Celebration Divine Offices of Praying and Preaching, and other Duties to be performed in the said Chapel and Chapel-yard, as hath heretofore been accustomed (except as before excepted) or that shall be required of him by the Minister of the said Parish; and it shall and may be lawful to and for the said Vestrymen, and they are hereby directed and required, to pay or cause to be paid to the said Minister of the said Chapel so to be nominated and appointed as aforesaid, the Sum of Seventy Pounds per Annum, out of the Profits of the Pews in the said Chapel, or out of the Burial Fees or any other Duties, Profits, and Perquisites accruing therefrom, by Four quarterly Payments, in equal Portions; the First Payment to be accounted due and payable on the Day that the First Quarter of One Year expires after such his Nomination and Appointment; and the said Minister of the said Parish for the Time being may, by and with the Consent of the Vestrymen of the said Parish in Vestry duly assembled, remove such Preacher Assistant; or if such Preacher Assistant shall die or remove out of the Parish, then, and in either of the said Cases, the Minister of the said Parish shall and may, by and with such Consent as aforesaid first had and obtained, appoint One other able Minister in Priest's Orders to officiate in the said Chapel in the Room or Stead of the Person so displaced, or that shall die or remove out of the Parish.

Method for raising Money.

And forasmuch as borrowing Money upon the Credit of this Act, will be the most speedy and effectual Method to accomplish the pious Purposes aforesaid; be it therefore further enacted by the Authority aforesaid, That it shall and may be lawful to and for any Person or Persons to lend and advance, at legal or lower Interest, to the said Trustees, or any Nine or more of them, from Time to Time, or to such Person or Persons as they, or any Nine of them, shall, by any Writing under their Hands and Seals, authorise and impower to receive the same, for the Uses before-mentioned, any Sum or Sums of Money, not exceeding in the Whole the Sum of Twenty thousand Pounds, and for which such Person or Persons so advancing any Sum or Sums of Money

shall

ſhall be Creditors; and alſo for the ſame, or any other Perſon or Perſons whatſoever, to contribute, advance, and pay to the ſaid Truſtees, or any Nine or more of them, or to any other Perſon or Perſons ſo appointed as aforeſaid from Time to Time to receive the ſame, a further Sum not exceeding in the Whole the Sum of Ten thouſand Pounds, for the abſolute Purchaſe of One or more Annuity or Annuities to be paid and payable during the full Term of the natural Life of ſuch Contributors reſpectively, or the natural Life of ſuch other Perſon or Perſons as ſhall be nominated, by or on the Behalf of ſuch reſpective Contributors, at the Time of Payment of their reſpective Contribution Monies; which Annuity or Annuities ſhall not exceed the Rate of Nine Pounds per Annum for every One hundred Pounds, and ſo in proportion for any greater or leſſer Sum to be advanced and paid as aforeſaid; and the Intereſt of the Money borrowed, and the ſaid Annuities, ſhall be payable and paid by the ſaid Truſtees, or any Five or more of them, in the Veſtry-room at the Court-houſe in the ſaid Pariſh, or at ſuch other Place in the ſaid Pariſh as they, or any Five or more of them, ſhall for that Purpoſe appoint, by half-yearly Payments, to commence from the Receipt of any Sum or Sums of Money reſpectively.

Notice to be given of borrowing Money.

Provided always, and it is hereby enacted and declared, That previous to the borrowing or taking up at Intereſt the ſaid Sum of Twenty thouſand Pounds, or any Part thereof, or of the Grant or Sale of ſuch Annuity or Annuities, in order to raiſe the ſaid further Sum of Ten thouſand Pounds, or any Part thereof, Two Months Notice at the leaſt ſhall, Six different Days at the leaſt, be given in the London Gazette, and alſo in ſome of the Daily Papers, expreſſing the Intention of borrowing and taking up the ſaid Sum of Twenty thouſand Pounds, at Intereſt as aforeſaid, or any Part thereof, or the Grant or Sale of ſuch Annuity or Annuities, ſo as to raiſe the ſaid Sum of Ten thouſand Pounds, or any Part thereof, in order that any Perſon may have an Opportunity to give in Propoſals for what annual Intereſt per Centum they are willing to lend and advance their Money; and the ſaid Truſtees ſhall (if they think any ſuch Propoſals reaſonable) give the Preference to the loweſt Propoſer; and the ſaid Annuities ſhall, at ſuch Meeting or Meetings, be granted or ſold by the ſaid Truſtees, to the beſt Bidder for the ſame.

And

Principal and Interest of Money charged on Pews.

And be it further enacted by the Authority aforesaid, That the Principal and Interest of the Monies borrowed, and also the said Annuities, shall be charged and chargeable on the said Rents of Pews and Burial Fees in the said intended Vaults and Coemetery or Church-yard; which Monies, when so received, shall be deposited in the Bank of England, and thence issued and applied by such Trustees, or any Nine or more of them, for the Purposes aforesaid.

Trustees may assign over the Income of the Pews.

And, for the effectually securing the Payment of the Interest of the Money borrowed and received, and also the said Annuities, be it further enacted by the Authority aforesaid, That it shall and may be lawful to and for the said Trustees, or any Nine or more of them, by any Writing or Writings under their Hands and Seals, to assign over and convey One half of the clear yearly Income arising or to arise from the Rents and Profits of Pews in the said intended Church and Galleries, and of the Burial Fees as aforesaid, to such Person or Persons as shall lend or advance their Money thereon, as a Security for the Repayment thereof, with Interest for the same; and the other Half of the clear yearly Income arising or to arise as aforesaid from the Rents and Profits of the Pews in the said intended Church and Galleries, and of the Burial Fees, or of any or either of them, or of so much thereof as shall be necessary, not exceeding the other Half Part as aforesaid, to pay the said Annuities half-yearly according to the true Intent and Meaning of this Act; and the Remainder or Remainders of such clear yearly Income arising from the Rents and Profits of Pews, and of Burial Fees, shall by the said Trustees, or any Nine or more of them, be applied from Time to Time, with the Consent of the Vestry of the said Parish as aforesaid, for or towards the Repair of the said intended new Church and the Ornaments and Conveniencies therein and belonging thereunto, and also for the Repair of the said Wall for inclosing the Church-yard, and for keeping the said Church in decent and good Order; and the Remainder and Remainders of the Monies arising from such Rents and Profits and Fees (if any be) shall from Time to Time be applied and disposed of by the Vestrymen of the said Parish, or any Nine or more of them, in Vestry assembled, to and for the Use and Benefit of the Inhabitants of the said Parish of Saint Mary le Bone, in such Manner as they the said Vestrymen, or any Nine or more of them, shall think proper.

And

And be it further enacted by the Authority aforesaid, That Copies of Assignments and Conveyances made by virtue and in pursuance of this Act, shall be entered in a Book or Books to be kept for that Purpose by the Clerk to the said Trustees; and all and every Person and Persons to whom such Assignments and Conveyances shall be made, and his, her, or their Executors, Administrators, or Assigns, is and are hereby impowered, from Time to Time, by Assignment under his, her, or their Hand or Hands, and to be indorsed on the Back of his, her, or their Security, or by any other Writing or Writings which shall be executed in the Presence of Two or more credible Witnesses, to assign over and transfer his, her, or their Right to the Principal and Interest Money thereby secured to any Person or Persons whomsoever; all which Assignments and Transfers shall be produced and notified to the said Clerk within Thirty Days next after the Date thereof, who shall cause an Entry of such Transfers and Assignments to be made, containing, in Words at Length, the Dates, Names of the Parties, and Sums of Money therein mentioned to be assigned and transferred, in the said Book or Books to be kept for entering the said original Assignments and Conveyances; for which the Clerk shall be paid the Sum of Two Shillings and Sixpence, and no more; and also a Book or Books shall be kept by the Clerk to the said Trustees, in which shall be fairly written, in Words at Length, the Names and Surnames, with the proper Additions and Places of Abode, of all the Persons who shall be Grantees or Purchasers of any of the Annuities aforesaid, and of all Persons by whose Hands the said Purchasers shall pay in any Sum or Sums of Money upon this Act, and also the Sum or Sums of Money so paid for the Purchase of such Annuities, and the respective Days of Payment thereof; and it shall and may be lawful to and for the Purchaser or Purchasers of any such Annuity or Annuities, and his, her, and their Executors, Administrators, and Assigns, in like Manner to assign over the same to any Person or Persons whomsoever; all which Assignments or Transfers shall be produced and notified to the said Clerk within Thirty Days next after the Date thereof, who shall cause the Entry of such Transfers and Assignments to be made, containing, in Words at Length, the Dates, Names of the Parties, and the Annuity therein mentioned to be assigned and transferred, for which the Clerk shall be paid the Sum of Two Shillings and Sixpence, and no more; all which said Books shall and may, at all seasonable Times, be perused and inspected without Fee or Reward, by any

Assignments to be entered in a Book.

Clerk's Fee.

Person or Persons interested in any such Security, Assignment, or Annuity; and after such Entry made, such Assignment and Transfer shall intitle such Assignee, his her, or their Executors, Administrators, or Assigns, to the Benefit thereof and Payment thereon; and such Assignee may in such Manner assign or transfer again, and so toties quoties; and it shall not be in the Power of any Person who shall have made such Assignment and Transfer to make void or discharge the same, or any Monies due thereon.

Charges of this Act how to be paid.

And be it further enacted by the Authority aforesaid, That all the Costs, Charges, and Expences of passing this Act, and all other Charges incident to the obtaining thereof, shall be borne, paid, and defrayed out of the First Monies arising by virtue of this Act.

Writings to be without Stamps.

And be it further enacted by the Authority aforesaid, That no Nomination, Appointment, Information, Order, Judgement, Conviction, Warrant, Mortgage, Assignment, Transfer, or other Security for the borrowing of Money, or other Writing whatsoever relating to the Execution of this Act, shall be charged or chargeable with any Stamp-duty whatsoever.

Limitation of Actions.

And be it further enacted by the Authority aforesaid, That no Action or Suit shall be commenced against any Person or Persons for any Thing done in pursuance of this Act, until Twenty-one Days Notice shall be thereof given in Writing to the Clerk or Treasurer to the said Trustees, or after sufficient Satisfaction or Tender thereof hath been made to the Party or Parties aggrieved, or after Six Calendar Months next after the Fact committed for which such Action or Actions, Suit or Suits, shall be so brought; and all such Actions or Suits shall be laid and tried in the County of Middlesex, and not in any other County or Place; and that the Defendant or Defendants in such Action or Actions, Suit and Suits, and every of them, may plead the General Issue, and give this Act and the special Matter in Evidence at any Trial or Trials which shall be had thereupon, and that the Matter or Thing for or on which such Action or Actions, Suit or Suits shall be brought, was done in pursuance and by the Authority of this Act; and if the said Matter or Thing shall appear to have been so done, or if it shall appear that such Action or Suit shall not be commenced within the Time before for that Purpose limitted, or shall be laid in any other County or Place than as aforesaid, then the Jury or Juries shall find for the Defendant or Defendants therein; and if a Verdict shall be found for such Defendant or Defendants, or if the Plaintiff or Plaintiffs in such Action or Actions, Suit or Suits, shall become

General Issue.

come nonſuited, or ſuffer a Diſcontinuance of ſuch Action or Actions, Suit or Suits, or if upon a Demurrer or Demurrers in ſuch Action or Actions, Suit or Suits, Judgement ſhall be given for the Defendant or Defendants therein, then, and in either of the Caſes aforeſaid, ſuch Defendant or Defendants ſhall have Treble Coſts, and ſhall have ſuch Remedy for recovering the ſame, as any Defendant or Defendants may have for his, her, or their Coſts in other Caſes by Law. Treble Coſts.

And be it further enacted by the Authority aforeſaid, That this Act ſhall be allowed in all Courts whatſoever as a Publick Act; and all Judges, Juſtices, and other Perſons are hereby required to take Notice thereof as ſuch, without ſpecially pleading the ſame. Publick Act.

FINIS.