ANNO UNDECIMO

Georgii III. Regis.

CAP. X.

An Act for carrying into Execution an Agreement made between *Peter Burrell*, Eſquire, Surveyor-general of His Majeſty's Lands, and the Truſtees of *Morden College*, in the County of *Kent*, for enabling His Majeſty, His Heirs and Succeſſors, to grant Leaſes of *Maidenſtone Hill*, in the Pariſh of *Eaſt Greenwich*, in the County of *Kent*, to the ſaid Truſtees, upon the Terms mentioned in the ſaid Agreement; and for impowering the ſaid Truſtees to increaſe the Salaries and Penſions of the Treaſurer, Chaplain, and poor Merchants, in the ſaid College.

Preamble. Letters Patent 11° *Gul.* III. granting in Trust to Sir *John Morden* the Manor of *Old Court*, &c.

WHEREAS his late Majesty King William the Third, by his Letters Patent under the Great Seal of England, bearing Date the Fourth Day of November, in the Eleventh Year of his Reign, for the Consideration therein mentioned, did grant unto or in Trust for Sir John Morden, Baronet, his Heirs and Assigns, for ever, the Manor or Lordship of Old-Court, with the Lands thereunto belonging, in the Parish of East Greenwich, in the County of Kent: And whereas the said Sir John Morden intending to make some Provision for the Comfort and Support of aged and decayed Merchants, erected, at his own Expence, a large House or College near Blackheath, in the said County, for their Reception; and by his Last Will and Testament in Writing, bearing Date the Fifteenth Day of October, in the Year of our Lord One thousand seven hundred and two, gave and devised all his Real and Copyhold Estates to certain Trustees therein named, their Heirs and Assigns for ever, in Trust, for the Use of his said College, and for the Maintenance and Support of poor aged and decayed Merchants of England, whose Fortunes had been ruined by the Perils of the Sea, and other unavoidable Accidents: All which Real and Copyhold Estates are now, by virtue of divers mesne Assignments, Surrenders, and Conveyances in the Law, become vested in John March, Richard Chiswell, William Clarke, William Cooper, Samuel Smith, William Ewer, and James Lee, Esquires, their Heirs and Assigns, in Trust for the Benefit of the said Charity: And whereas the Trustees of the said Charity for the Time being have, at various Times, possessed divers Parts of a certain Parcel of Land, in the Parish of East Greenwich aforesaid, called Maidenstone Hill, on an Apprehension that the same was Part of the Manor or Lordship of Old-Court, in the said Letters Patent mentioned, and have at various Times granted Leases of several Parts of the same to sundry Persons, who have erected Houses thereon; but the said Hill having been claimed on the Behalf of his Majesty, as

By Sir John's Last Will, *Oct.* 15. 1702, are devised to Trustees;

who have possessed *Maidenstone Hill*, as pertaining to *Old-Court*, claimed by Attorney General as Part of the Royal Manor of *East Greenwich*.

as being Part of His Royal Manor of East Greenwich, Informations of Intrusion have been exhibited by His Majesty's Attorney-general, in the Court of Exchequer, against several of those Lessees.

And whereas, in order to compromise the said Matter, and to save Expence to the Charity, certain Articles of Agreement have been entered into, and duly executed, by and between Peter Burrell Esquire, Surveyor-general of His Majesty's Lands, on Behalf of His Majesty, of the One Part, and the said John March, Richard Chiswell, William Clarke, William Cooper, Samuel Smith, William Ewer, and James Lee, Esquires, the said Trustees of Morden College, of the other Part, bearing Date the Eleventh Day of December, One thousand seven hundred and seventy, the Tenor whereof is in these Words: Surveyor-general and the Trustees compromise the Matter, *Dec.* 11. 1770.

" Articles of Agreement indented, had, made, concluded and agreed upon, this Eleventh Day of December, in the Eleventh Year of the Reign of our Sovereign Lord George the Third, by the Grace of God, of Great Britain, France, and Ireland, King, Defender of the Faith, &c. and in the Year of our Lord One thousand seven hundred and seventy, between Peter Burrell Esquire, Surveyor-general of His Majesty's Lands, of the One Part, and John March, Richard Chiswell, William Clarke, William Cooper, Samuel Smith, William Ewer, and James Lee, Esquires, Trustees of Morden College, in the County of Kent, of the other Part: Whereas, in Michaelmas Term, One thousand seven hundred and fifty-one, and in Hilary Term, One thousand seven hundred and fifty-eight, His Majesty's Attorney-general filed Two several Informations of Intrusion, in His Majesty's Court of Exchequer, against Leonard Searle and Joseph Gordon, for the Purpose of recovering the Possession of a certain Piece of waste Ground, called Maidenstone Hill, within the Parish of East Greenwich, in the County of Kent, as being Parcel of the Waste of, and belonging to, His Majesty's Royal Manor of East Greenwich; into which said Piece of waste Ground, or Part thereof, the said Leonard Searle and Joseph Gor- Articles of Agreement,

" don had intruded, under the Colour and Sanction of
" certain Leases thereof granted to them by the Trustees
" of the said College, who claimed the Whole of the
" Waste of the said Hill, as Part of and belonging to
" the Manor of Old-Court, of which they were in Pos-
" session under certain Grants from the Crown: And
" whereas the said Two several Causes being at Issue
" and ready to be tried at the Bar of the said Court of
" Exchequer, by special Juries of the said County of
" Kent, they the said John March, Richard Chiswell,
" William Clarke, William Cooper, Samuel Smith, Wil-
" liam Ewer, and James Lee, the Trustees of Morden
" College aforesaid, did, in Easter Term last, lay cer-
" tain Proposals before the Right Honourable the Lords
" Commissioners of His Majesty's Treasury for compro-
" mising and putting a final End to the several Matters
" in Dispute in the above-mentioned Causes, by which
" said Proposals they the said Trustees did offer to admit
" the Right of the Crown to the said Hill, and all other
" the Wastes of the said Manor of East Greenwich,
" upon being acquitted of all Accounts for Arrears, and
" having a proper Consent for their procuring an Act of
" Parliament to indemnify the said Trustees, and to
" enable the Crown to grant, without Fine, a Lease of
" the whole Hill for Fifty Years, and to renew such
" Lease, from Time to Time, for any further Term (not
" exceeding Fifty Years each); and the said Trustees,
" by their said Proposal, further offered One-third
" Part of the net Income they now receive from the
" said Hill, as a Rent, and to pay One-third Part of
" the net Income, which, at the Time of any such
" Renewal, they should receive from the same as a
" Rent; and they thereby declared their Willingness to
" be restrained from taking any Fine for building Leases,
" or for Renewals of Leases, of any Houses already
" built on the said Hill: And whereas the said Com-
" missioners of His Majesty's Treasury having referred
" the said Proposals to the said Peter Burrell for his
" Consideration, he, the said Peter Burrell, reported to
" their Lordships in Favour thereof, submitting it to
their

" their Lordships, whether it might not be proper to
" grant the Terms proposed, subject however to the
" Restrictions therein and herein after mentioned, and
" which Restrictions the said Peter Burrell reported, had
" been agreed to by the said Trustees before him; and
" the said Lords Commissioners of His Majesty's Trea-
" sury have thereupon been pleased to approve of the
" said Proposals, subject to the Restrictions in the said
" Report, and herein after-mentioned, and to direct
" that the same shall be carried into Execution, as far as
" the same may, or ought to be before such Act of Parlia-
" ment be procured: And whereas the Trials of the said
" Causes have, by divers Orders of the said Court of
" Exchequer, been adjourned till next Hilary Term, in
" order that this present Agreement might be completed
" in the mean Time; now therefore, in pursuance of
" the said Proposals, and the Approbation thereof by
" the said Lords Commissioners of His Majesty's Trea-
" sury, on Behalf of His Majesty, and for the Purpose
" of carrying the same into Execution, it is hereby agreed,
" by and between the said Peter Burrell, and the said
" John March, Richard Chiswell, William Clarke, Wil-
" liam Cooper, Samuel Smith, William Ewer, and James
" Lee, the Trustees of the said College, in Manner
" and Form following; that is to say, They the said
" Trustees have agreed to admit, and do, for themselves
" and their Successors, hereby admit the Right of His
" said Majesty, of, in, and to all and singular the said
" Piece or Parcel of Ground called Maidenstone Hill,
" and every Part thereof, as being Parcel of, and be-
" longing to, His Majesty's Royal Manor of East
" Greenwich; in Consideration of which Admission, he,
" the said Peter Burrell, as Surveyor-general for and on
" Behalf of his said Majesty, doth hereby agree with
" the said Trustees and their Successors, that they shall
" be released, acquitted, and discharged, of and from all
" Accounts, Claims, and Demands whatsoever, for or
" in respect of any Rent, Profit, or Advantage, which
" may have been heretofore made by them the said
" Trustees, or any Trustees of the said College for the
" Time

" Time being, for or in respect of the said Ground,
" during the Time they have been in Possession thereof,
" down to the Day of the Date of these Presents:
" And further, the said Peter Burrell, for and on Behalf
" of His said Majesty, as aforesaid, doth hereby further
" agree with the said Trustees, that an Act of Parlia-
" ment shall and may be applied for by the said Trus-
" tees, at their Expence, for establishing the said Agree-
" ment, and for indemnifying them the said Trustees
" against all Suits, Actions, Costs, Charges, Da-
" mages, and Expences, for or on account of their, or
" any of their Predecessors in the said Trust, having,
" without any legal Title, entered into the Possession
" of the said Ground, and used Acts of Ownership
" therein; and also for enabling the Crown to grant
" to the said Trustees a Lease of the said Waste Ground,
" and the Houses thereon erected, for the Term of Fifty
" Years, without Fine, and to renew such Lease there-
" of, from Time to Time, for any further Term or
" Terms, not exceeding Fifty Years each: And further,
" That on such Act of Parliament being obtained, such
" Lease of the said Premises, with apt and proper De-
" scriptions to ascertain the Quality and Boundaries
" thereof, shall be granted to the said Trustees, for the
" Term aforesaid, reserving in such Lease, as a Rent,
" One Third Part of the net annual Income which
" the said Trustees now receive from the said Premises;
" and in case His Majesty, or His Heirs and Succes-
" sors, shall be pleased to renew such Lease, that One
" Third Part of the net annual Income, which the
" Trustees of the said Charity for the Time being
" shall then receive, shall be reserved in such renewed
" Lease or Leases as a yearly Rent: And it is hereby
" agreed between all the said Parties to these Presents,
" That in the said Lease or Leases shall be contained
" proper Covenants or Clauses for restraining the said
" Trustees, and their Successors, from erecting any
" Buildings whatsoever, on any Part of the Top or
" Plain of the said Hill called Maidenstone Hill, or in-
" closing any Part of the said Top or Plain, without

" the

" the Consent and Approbation of the Crown; signified " in Writing by the Lords Commissioners of His Ma- " jesty's Treasury for the Time being; and also for re- " straining the said Trustees from digging and carrying " away any of the Soil, Chalk, Lime-stone, or Gravel, " of the said Hill or waste Ground, or any Part there- " of; and also for restraining the said Trustees from " taking any Fine or Fines for Building Leases, or for " Renewals of any Leases of any Houses already built " upon the said Hill or Waste. And lastly, it is hereby " agreed by and between the said Parties, That these " Presents shall be made a Rule of His Majesty's Court " of Exchequer, in the above-mentioned Causes, and " that thereupon all further Proceedings in the said " Causes shall be stayed. In Witness whereof, the se- " veral Parties before named have hereunto, inter- " changeably, set their Hands and Seals, the Day and " Year first above written. Peter Burrell,——John " March, Richard Chiswell, William Clarke, William " Cooper, Samuel Smith, William Ewer, James Lee."

And whereas Your Majesty hath been most graciously pleased to signify Your Consent that the said Articles of Agreement may be carried into Execution: May it therefore please Your most Excellent Majesty, (at the humble Request of the said Trustees) that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the said recited Articles of Agreement be, and the same are hereby ratified, confirmed, and established.

ratified and established.

And be it further enacted, That, in consideration of the said Trustees admitting the Right of His said Majesty, of, in, and to all and singular the said Piece or Parcel of Ground called Maidenstone Hill, and every Part thereof, as being Parcel of, and belonging to His Majesty's said Royal Manor of East Greenwich, in the County of Kent; they the said Trustees, their Heirs and Assigns, and all other Person and Persons who have

Trustees acquitted, released, and indemnified against all Actions.

heretofore been, or shall hereafter be Trustees of the said College, their and each and every of their Heirs, Executors, and Administrators, shall be, and they are hereby released, acquitted, and discharged, as against His said Majesty, his Heirs or Successors, of and from all Accounts, Claims, and Demands whatsoever, for or in respect of any Rent, Profit, or Advantage, which hath been, or may have been made or had by the said present Trustees, or any of them, or any Treasurer, or other Officer appointed by them, or any Person acting by or under their Authority, or by any former Trustee or Trustees of the said College for the Time being, or by any Treasurer or other Officer by them appointed, or any Person acting by or under their Authority for, or from, or in respect of the said Hill called Maidenstone Hill, or any Part thereof, during the Time that he the said Sir John Morden, or any Person claiming under him, or the Trustees of the said Charity for the Time being, or their Tenant or Tenants, has or have been in the Possession or Occupation thereof, previous to, and until the Day of the Date of the said Articles of Agreement; and that the said present Trustees, and every of them, and their Treasurer, and all and every other Officer and Person employed by them, or any of them, or acting by or under their Authority, shall be, and are, and is and are hereby indemnified and saved harmless against all Suits, Actions, Costs, Charges, Damages, and Expences, for or on account of their, or any of their Predecessors in the Trust of the said Charity, or any Person employed by them, or acting by or under their Authority, having, without any legal Title, entered into Possession of the said Hill called Maidenstone Hill, and received the Rents, Issues, and Profits thereof, or exercised Acts of Ownership therein; and also against all Suits, Actions, Costs, Charges, and Demands, which may be commenced, had, or made against them, or any of them, touching, or by Means of their having entered into the said Agreement, and all Acts done or to be done by them, or any of them, in pursuance thereof.

And be it further enacted by the Authority aforesaid, That it shall be lawful to and for the King's most Excellent Majesty, His Heirs or Successors, at any Time or Times hereafter, by any Letters Patent, Indenture or Indentures, under the Great Seal of Great Britain, hereafter to be made, to grant and demise unto the said John March, Richard Chiswell, William Clarke, William Cooper, Samuel Smith, William Ewer, and James Lee, Esquires, the said present Trustees of the said College, or unto the Trustees of the said College for the Time being, all that the said Waste or Hill called Maidenstone Hill, and the Houses and other Buildings erected thereon, to hold to them the said Trustees and their Assigns for the Term of Fifty Years, without any present Fine to be set, imposed, or paid to His said Majesty, His Heirs or Successors, for the same, yielding and paying therefore yearly to His said Majesty, His Heirs or Successors, as a Rent, One Third Part of the clear net annual Income which they now receive for the said Premises; the same to be paid by the said Trustees, their Heirs and Assigns, by even Quarterly Payments; that is to say, On the Twenty-fourth Day of June, the Twenty-ninth Day of September, the Twenty-fifth Day of December, and the Twenty-fifth Day of March, in each and every Year during the said Term, into the Receipt of His Majesty's Exchequer, at Westminster, or into the Hands of the King's Bailiff or Receiver-general of the County of Kent for the Time being; and that it shall also be lawful to and for the King's most Excellent Majesty, His Heirs or Successors, at any Time or Times hereafter, by any other Letters Patent, Indenture or Indentures, under the Great Seal of Great Britain, hereafter to be made, to grant and demise unto the Trustees of the said College for the Time being, the said Waste or Hill called Maidenstone Hill, and the Houses and other Buildings erected, or to be erected thereon, to hold for any further Term or Terms of Years, not exceeding Fifty Years each; the said Trustees yielding and paying therefore yearly, and every Year, during the further several and respective Term or Terms of Years for which such Grant or Demise shall respectively

Trustees for the Time being, to pay One Third Part of the clear net annual Income, by Quarterly Payments, into the *Exchequer, viz.*

On *June* 24.

Sept. 29.

Dec. 25, and *March* 25.

ly be made, unto His said Majesty, His Heirs and Successors, One Third Part of the clear net annual Income, which at the respective Time or Times of the Making any such subsequent Grant or Demise the then Trustees of the said College shall receive for the said Premises, the same to be paid at the Times, and in Manner before mentioned; which said respective yearly Rent or Rents shall be, during His present Majesty's Life, carried to, and made Part of, the General and Aggregate Fund, established by the Act made in the First Year of the Reign of His Majesty King George the First; and be, during the said Term, issued and applied to the Uses to which the said Fund is or shall be made applicable.

to be carried to Aggregate Fund 1 *Geo.* I.

Restrictions.

Provided nevertheless, That in every such Lease or Demise so to be granted as aforesaid, there shall be contained proper Covenants or Clauses for restraining the said Trustees, and the Trustees of the said College for the Time being, from erecting any Buildings whatever on any Part of the Top or Plain of the said Hill called Maidenstone Hill, and from inclosing any Part of the said Top or Plain without the Consent and Approbation of His Majesty, His Heirs or Successors, signified in Writing by the High Treasurer, or any Three or more of the Commissioners of the Treasury for the Time being; and also for restraining them from digging and carrying away any of the Soil, Chalk, Lime-stone, or Gravel, of the said Hill or waste Ground, or any Part thereof; and also for restraining them from taking any Fine or Fines for Building Leases, or for Renewals of any Leases of any Houses already built, or to be built on the said Hill or Waste, or any Part thereof.

1 *Annæ* notwithstanding.

And be it further enacted by the Authority aforesaid, That such Grant or Grants, Demise or Demises of the said Waste or Hill called Maidenstone Hill, and of the Houses and other Buildings erected thereon, as shall be made by His Majesty, His Heirs, or Successors, by any Letters Patent, Indenture or Indentures, under the Great Seal of Great Britain, in pursuance of this Act, shall be, and is, and are hereby enacted to be good and effectual

effectual in the Law, according to the Tenor and Purport thereof in the said Letters Patent, or Indenture or Indentures, to be expressed, notwithstanding any Restriction, or Matter, or Thing contained in an Act of Parliament made in the First Year of the Reign of Her late Majesty Queen Anne, intituled, An Act for the better Support of Her Majesty's Household, and of the Honour and Dignity of the Crown, or any other Law or Statute, or an Misrecital, Non-recital, Omission, or other Defect in the said Letters Patent, Indenture or Indentures hereafter to be made, in any-wise notwithstanding.

Allowance by the Founder's last Will,

And whereas the said Sir John Morden, by his said Last Will and Testament, ordered and directed, that there should be placed in his said College so many poor Merchants as the then yearly Rents and Revenue of his Estates would maintain, allowing to each Merchant Twenty Pounds a Year, to be laid out in Provisions and Necessaries, as is therein particularly prescribed, and that a Treasurer should be appointed to collect and get in the Rents, Issues, and Profits of his real Estates, and to sett and lett the same, and to pay the clear Produce in the Manner directed by the said Will; and that there should also be a resident Chaplain, to officiate daily in the Chapel of the said College; and by his said Will directed, that the yearly Sum of Forty Pounds should be paid to the said Treasurer, and the Sum of Thirty Pounds yearly to the Chaplain, for their Pains, Labour, and Attendance, in the due Execution of their respective Offices: And whereas the said Testator, by a Codicil annexed to his said Will, reduced the Pension payable to each poor Merchant to Fifteen Pounds a Year; And whereas it has been found by Experience, that the said yearly Sums directed to be paid to the said Treasurer and Chaplain are by no Means adequate to the Care, Pains, and Attendance which a due Execution of the said Offices will necessarily require, and that the said Pensions of Fifteen Pounds a Year are too small and inadequate to induce Merchants of a liberal Education, who have fallen to Decay by unavoidable Accidents and unforeseen Events, and are aged and infirm, to apply to partake of the said Charity; for Remedy whereof, and to the End that proper Persons may be encouraged to

not adequate to Attendance of the said Officers.

apply for Admission into the said College, and the pious charitable Intentions of the said Sir John Morden more effectually carried into Execution; be it further enacted, That it shall and may be lawful, at any Time or Times hereafter, to and for the Trustees of the said College for the Time being, and they are hereby authorised and impowered to increase the Salaries payable to the said Treasurer and Chaplain respectively to such Sum and Sums of Money as they shall think proper and reasonable, not exceeding Fifty Pounds yearly; and also to increase the Pensions payable to each poor Merchant admitted, or to be admitted, into the said College, to such Sum or Sums of Money as they shall think proper and reasonable, not exceeding the Sum of Forty Pounds to each poor Merchant yearly; any Restriction contained in the Will or Codicil of the said Sir John Morden to the Contrary thereof in any-wise notwithstanding.

Exception. Saving to all and every Person and Persons whatever, their Heirs, Executors, and Administrators, and all Bodies Politick and Corporate, and their Successors, (other than and except the King's most Excellent Majesty, His Heirs and Successors, and the Trustees of the said College for the Time being) all such Estate, Right, Title, and Interest of, in, to, or out of the said Premises called Maidenstone Hill, and every or any Part thereof, as they or any of them have or might have had if this Act had not been made. 7

FINIS.