

ANNO SECUNDO

VICTORIÆ REGINÆ.

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Repository should remain and be preserved therein for public Use to all Posterity; and it was further enacted, that for the better Execution of the Purposes of the said Act the said Trustees thereby appointed should be a Body Politic and Corporate, in Deed and Name, and have Succession for ever, by the Name of "The Trustees of the *British Museum*," and by that Name should sue and be sued, implead and be impleaded, and should have Power to have and use a Common Seal, and to make Bye Laws, and to hold Lands and Hereditaments of such yearly Value as therein mentioned, and to do all such other Acts and Things as in the said Act are mentioned: And whereas under the Provisions of an Act of Parliament made and passed in the Twenty-eighth Year of the Reign of His said Majesty King *George* the Second, intituled *An Act for vesting* Montague House *in Trustees and their Heirs freed and discharged from all the Estates, Uses, and Agreements to which it at present stands limited and appointed, upon Trust to convey the same to the Trustees of the* British Museum *for a general Repository, and upon such other Trusts as therein are mentioned*, the Capital Messuage or Mansion House theretofore called *Montague House*, situate in *Great Russell Street* in the Parish of *Saint George Bloomsbury* in the County of *Middlesex*, and the Outhouses, Buildings, and Gardens then belonging to the same, were duly conveyed and assured (subject to a yearly Rent or Sum of Five Pounds issuing thereout) unto and to the Use of the Trustees of the *British Museum*, their Successors and Assigns, by Indentures of Lease and Release bearing Date respectively the Fourth and Fifth Days of *April* One thousand seven hundred and fifty-five, and made between the Right Honourable *George Dunk* Earl of *Halifax* and *William Folkes* Esquire (Trustees under the last-mentioned Act for carrying the Trusts thereof into execution) of the one Part, and the Trustees of the *British Museum* of the other Part, and since that Time the said Capital Messuage or Mansion House and Premises have been generally called or known by the Name of "The *British Museum*:" And whereas by an Act of Parliament made and passed in the Fifth Year of His Majesty King *George* the Fourth, intituled *An Act for amending former Acts relative to the* British Museum, it was enacted (amongst other things) that the Trustees of the *British Museum* should for the Purpose of the several Acts relating to the same, and for the Enlargement, Improvement, and better Endowment of the said Museum, and for any Purposes connected with the said Museum, have full Power, Capacity, and Ability to purchase, take, hold, and enjoy any Lands, Tenements, Hereditaments, and to accept any Gifts, Grants, Devises, and Bequests of Lands, Tenements, and Hereditaments, and of any Interest therein, and of any Money issuing out of or charged upon or to arise from the Sale of Lands, Tenements, and Hereditaments, of and to any Value and Amount whatever, the Statutes of Mortmain or any other Statute or Law to the contrary thereof in anywise notwithstanding: And whereas the Buildings of the *British Museum* being insufficient for the proper Reception and Exhibition of the various and increased Collections belonging thereto, a general Design for a suitable Edifice was in the Year One thousand eight hundred and twenty-three, with the Approbation of the Lords Commissioners of His Majesty's Treasury, adopted by the Trustees of the *British Museum*, and in conformity thereto,

28 G. 2. c. 3.

5 G. 4. c. 39.

thereto, and with Grants of Money which have from Time to Time been made by Authority of Parliament, the Works of the said Edifice have been carried on, and are now in a State of considerable Progress: And whereas, in order to complete the said general Design, and to make a suitable Front and Access to the said *British Museum*, it is expedient that the Trustees of the *British Museum* should be empowered to purchase and take the several Messuages, Buildings, Pieces or Parcels of Land, and Hereditaments, abutting on *Great Russell Street* aforesaid and on *Montague Street* in the said Parish of *Saint George Bloomsbury*, which are specified in the Schedule annexed to this Act: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That in the Construction of this Act every Word importing the Singular Number only shall extend and be applied to several Persons or Things as well as one Person or Thing; and every Word importing the Plural Number shall extend and be applied to one Person or Thing as well as several Persons or Things; and every Word importing the Masculine Gender only shall extend and be applied to a Female as well as a Male; and the Word "Corporation" shall be understood to mean any Body Politic, Corporate, or Collegiate, Civil or Ecclesiastical, Aggregate or Sole; unless in any of the Cases aforesaid it be otherwise specially provided, or there be something in the Subject or Context repugnant to such Construction.

Meaning of certain Words in this Act.

II. And be it further enacted, That it shall be lawful for the Trustees of the *British Museum* to contract for, purchase, and take, upon the Terms and Conditions and subject to the Provisions hereinafter contained, the several Messuages, Buildings, Pieces or Parcels of Land, and Hereditaments specified in the Schedule to this Act annexed, with their Appurtenances, and all subsisting Leases, Terms, Estates, Rights, and Interests whatsoever therein respectively.

Trustees empowered to purchase the Houses and Hereditaments required.

III. Provided always, and be it further enacted, That it shall be lawful for the Trustees of the *British Museum* to contract for, purchase, and take the said Messuages and other Hereditaments mentioned in the said Schedule to this Act annexed, notwithstanding the particular Description of such Messuages and other Hereditaments, or any of them, or the Names of the Owners or Occupiers thereof respectively, may happen through Inadvertence to be misstated, omitted, or improperly mentioned or spelt in the said Schedule.

Errata in the Schedule not to prevent the Purchase of Premises.

IV. And be it further enacted, That it shall be lawful for all Corporations, Tenants in Tail or for Life, or for any other partial or qualified Estate or Interest, Husbands, Guardians, Trustees, Feoffees in Trust for charitable or other Purposes, Committees, Executors, Administrators, and all Trustees and Persons whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of all Persons entitled in Reversion, Remainder, or Expectancy after them, and for and on behalf of their Wives entitled

Corporations under Disability and others empowered to sell and convey.

entitled to Dower or Jointure or other Provision, and for and on behalf of their Wards, Lunatics, and Idiots respectively, and in the same Manner and to the same Extent as such Wives, Wards, Lunatics, and Idiots respectively could themselves have done by Law under the Powers of this Act in case they had been sole, of full Age, and of sound Mind, and for and on behalf of their Cestuisque Trusts, whether Infants, Issue unborn, Lunatics, Idiots, Femes Covert, or other Persons, and for all Femes Covert seised, possessed of, or interested in their own Right, or entitled to Dower or other Interest in, and for all other Persons whomsoever seised or possessed of or interested in any Messuages or other Hereditaments hereby authorized to be purchased as aforesaid, to contract for, sell, and convey the same or any Part thereof unto the Trustees of the *British Museum*; and all such Contracts, Sales, and Conveyances shall be made at the Expence of the Trustees of the *British Museum*; and all such Conveyances may be made, unless where the Trustees of the *British Museum* may be advised that the same is not applicable to the Circumstances of the Case, or where it may be necessary or desirable to insert particular Covenants, Conditions, or Agreements, according to the following Form, or as near thereto as the Number of the Parties and the other Circumstances of the Case will reasonably admit; that is to say,

Form of Conveyance.

'I of in consideration of the Sum of paid to me [*or, as the Case may be*, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Exchequer, *ex parte* the Trustees of the *British Museum*, *or* to *A. B.* of and *C. D.* of Two Trustees appointed to receive the same, pursuant to the Act after mentioned], do hereby, in pursuance of an Act passed in the Year of the Reign of Her Majesty Queen *Victoria*, intituled [*here set forth the Title of this Act*], convey to the Trustees of the *British Museum*, their Successors and Assigns, all [*describing the Premises to be conveyed*], together with all Ways, Rights, and Appurtenances thereunto belonging, and all such Estate, Right, Title, and Interest in and to the same and every Part thereof as I am or shall become seised or possessed of or entitled to, or am by the said Act capacitated or empowered to convey, to hold the Premises to the Trustees of the *British Museum*, their Successors and Assigns, for ever, according to the true Intent and Meaning of the said Act. In witness whereof I have hereunto set my Hand and Seal the Day of in the Year of our Lord

And all such Conveyances shall be valid and effectual in the Law to all Intents and Purposes, and shall operate to merge all Terms of Years attendant by express Declaration or by Construction of Law on the Estate or Interest so thereby conveyed, and to bar and destroy all Estates Tail, and all Titles to Dower, and all other Estates, Rights, Titles, Remainders, Reversions, Limitations, Trusts, and Interests whatsoever of and in the Messuages or other Hereditaments in such Conveyances respectively comprised; but although Terms shall be merged they shall in Equity afford the same or the like Protection and Priority as if they were assigned and kept on foot in Trust for the

Trustees of the *British Museum*, and to attend the Reversion and Inheritance.

V. And be it further enacted, That in all Cases in which a Part only of any Hereditaments comprised in any Lease or Agreement for Lease for a Term of Years unexpired shall be required for the Purposes of this Act, the Rent payable in respect of the Hereditaments comprised in such Lease or Agreement for Lease shall be apportioned between the Hereditaments required for the Purposes of this Act and the Residue of such Hereditaments; and such Apportionment shall, in case the same shall not be settled by Agreement between the Parties, be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Hereditaments to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof; and in case such Apportionment shall be settled by Agreement between the Parties, such Agreement shall be made with and shall not be valid without the Consent and Approbation of the Lessor from whom such Hereditaments are holden or agreed to be holden; and after such Apportionment the Tenant or Lessee of the Hereditaments comprised in such Lease or Agreement for Lease shall as to all future accruing Rent be liable only to so much of the Rent reserved in such Lease or Agreement for Lease as shall have been apportioned in respect of the Hereditaments not required for the Purposes of this Act; and the Lessor of the said Hereditaments shall have all such and the same Remedies for the Recovery of the Rent so apportioned in respect of the Hereditaments not required for the Purposes of this Act as before such Apportionment he had or was entitled to in respect of the Rent reserved or agreed to be reserved in such Lease or Agreement for Lease; and such Apportionment shall not prejudice or affect any of the Covenants, Conditions, or Agreements in such Lease or Agreement for Lease contained, so far as the same relate to the Hereditaments comprised in such Lease or Agreement for Lease, and not required for the Purposes of this Act, but the same shall, as to such last-mentioned Hereditaments, but not otherwise, continue in full Force and Operation.

Rents on Leases to be apportioned.

VI. And be it further enacted, That in all Cases where any of the said Messuages or other Hereditaments purchased or intended to be purchased by the Trustees of the *British Museum* shall be subject to or charged with any Rent, Payment, or Incumbrance (either solely, or jointly with any Hereditaments purchased or not intended to be purchased,) it shall be lawful for the Trustees of the *British Museum* to agree for the Release of the Hereditaments so purchased or intended to be purchased from such Rent, Payment, or Incumbrance, and also (when necessary or convenient) for an Apportionment of such Rent, Payment, or Incumbrance, for such Consideration in Money as shall be agreed on between the Trustees of the *British Museum* and the Party who under the Provisions of this Act shall agree to sell or apportion the same, and which Agreement may be entered into by all Corporations and Persons by this Act authorized and empowered to sell or convey Hereditaments; and in case any Difference shall arise respecting the Value of such Rent, Payment, or Incumbrance, or respecting the Apportionment thereof, the same shall be determined by

Power to purchase the Release of Hereditaments from Rents charged thereon.

by a Jury, if required, in like Manner as the Price of Hereditaments is by this Act directed to be settled in case of Dispute as to the Value thereof; which Jury shall assess and determine the Value of the Rent, Payment, or Incumbrance affecting the Hereditaments purchased or intended to be purchased, and shall also (where necessary) apportion the Rent, Payment, or Incumbrance according to the respective Value of the Hereditaments purchased or intended to be purchased, and of the Hereditaments not intended to be purchased, out of or from which such Rent, Payment, or Incumbrance shall be jointly issuing; and all Contracts, Conveyances, and Assurances which shall be made by and between the Trustees of the *British Museum* and by any such Party as aforesaid respecting such Release (and which may be of the like Form, *mutatis mutandis*, as by this Act is directed or authorized to be used in the Case of Conveyances of Hereditaments) shall be valid and effectual in the Law, and shall extinguish the Whole or a proportionate Part of such Rent, Payment, or Incumbrance, as the Case may be: Provided always, that when the said Hereditaments so purchased or intended to be purchased shall be released from any Rent, Payment, or Incumbrance affecting the same jointly with other Hereditaments not purchased by the Trustees of the *British Museum*, such last-mentioned Hereditaments shall be charged only with the Remainder of such Rent, Payment, or Incumbrance; and such Apportionment shall not prejudice the Remedies for such Remainder, but the same shall at all Times thereafter remain as effectual as if the Hereditaments not so purchased had been originally charged with the reduced Amount of such Rent, Payment, or other Incumbrance only: Provided also, that when a Part only of any Rent, Payment, or Incumbrance shall be released it shall be lawful for the Trustees of the *British Museum*, on Tender for that Purpose of any Deed or Instrument creating or transferring such Rent, Payment, or Incumbrance, to affix their Common Seal to a Memorandum endorsed on such Deed or Instrument, declaring what Part of the Hereditaments originally subject to such Rent, Payment, or Incumbrance shall have been purchased by virtue of this Act, and what Proportion of the said Rent, Payment, or Incumbrance shall have been released, and also declaring the Amount of Rent, Payment, or Incumbrance which shall continue payable; and such Memorandum shall be Evidence in all Courts of the Facts therein stated, but shall not exclude any other Evidence of the same Facts.

Mortgagees to convey.

VII. And be it further enacted, That all Persons and Corporations having any Mortgage on any of the Messuages and other Hereditaments hereby authorized to be purchased (and whether entitled thereto in their own Right or in Trust for any other Person or Corporation, and whether in possession of such Hereditaments by virtue of such Mortgage or not, and whether such Mortgage shall affect such Hereditaments solely, or jointly with any other Lands which shall not be so purchased,) shall, on Tender of the Principal Money and Interest due on such Mortgage, and the just Costs (if any) then due, together with the Amount of Six Calendar Months Interest on the said Principal Money, by the Trustees of the *British Museum*, or by such Person as they may appoint, immediately convey, assign, and transfer the respective Interests of such Mortgagees in the Hereditaments which

which shall be so purchased to the Trustees of the *British Museum*, in such Manner as they shall appoint, and which Conveyance, Assignment, or Transfer may be of the like Form as the Conveyances by this Act directed or authorized to be used in Cases of Conveyance of Hereditaments, or as near thereto as the Circumstances of the Case will permit, or in any other Form; or in case such Mortgagees shall have Notice in Writing from the Trustees of the *British Museum* that they will pay off the Principal Money and Interest which shall be due on such Mortgage at the End of Six Calendar Months, to be computed from the Day of giving such Notice, then at the End of such Six Calendar Months, on the Payment of the Principal Money and Interest so due, together with any just Costs then due, such Mortgagees shall convey, assign, and transfer their respective Interests in the Hereditaments which shall be so purchased to the said Trustees, or as they shall direct, and in case any such Mortgagee shall refuse to convey, assign, or transfer as aforesaid, on such Tender or Payment, then all Interest on every such Mortgage Debt shall from thenceforth cease and determine: Provided always, that in case such Mortgagee shall neglect or refuse to convey, assign, or transfer as aforesaid, then, upon Payment of the Principal Money and Interest and the Costs (if any) due on any such Mortgage as aforesaid into the Bank of *England*, at the End of Six Calendar Months from the Day of giving such Notice as aforesaid, or in lieu of such Notice, and in addition to the said other Monies, of Six Calendar Months Interest in advance, for the Use of such Mortgagee, the Cashier of the said Bank shall give a Receipt for the said Money in like Manner as by this Act directed in Cases of other Payments into the said Bank; and thereupon, or by such Conveyance, Assignment, or Transfer by any such Mortgagee as aforesaid, all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of such Mortgagee, and of all Persons in Trust for him or for whom he shall be Trustee, shall vest in the Trustees of the *British Museum*, who shall be deemed to be in the actual legal and equitable Possession of the Premises and Estate comprised in such Mortgage, or so much thereof as shall be required for the Purposes of this Act, to all Intents and Purposes whatsoever.

Directing in what Manner Disputes between the Trustees of the British Museum and certain Mortgagees shall be settled.

VIII. And be it further enacted, That in all Cases in which any Messuages or other Hereditaments subject to any Mortgage shall be required for the Purposes of this Act, which Hereditaments shall be of less Value than the Principal Money, Interest, and Costs secured thereon, or in which a Part only of any Hereditaments subject to any Mortgage shall be required for the Purposes of this Act, and the Mortgagee thereof shall not consider the remaining Part of such Hereditaments to be a sufficient Security for the Money charged thereon, or shall not be willing to release the Part required for the Purposes of this Act from the Principal or Mortgage Money, and all Interest due or to become due thereon, and all Costs, the Value of such Hereditaments, or, as the Case may be, of such Part of the said Hereditaments as shall be so required for the Purposes aforesaid, shall be settled and agreed upon by and between such Mortgagee, whether entitled to such Mortgage absolutely or in Trust for any other Person or Corporation, and the Person or Corporation entitled to the Equity of Redemption

demption of such Hereditaments, whether absolutely or for such Estate as might capacitate him or them to convey for the Purposes of this Act, on the one Part, and the Trustees of the *British Museum* on the other Part; and in case of any Difference between them then such Value shall be determined by the Verdict of a Jury in the same Manner as in other Cases of Difference; and the Amount of such Value, being settled or agreed upon or determined as aforesaid, shall be paid to such Mortgagee in satisfaction of his Claim, so far as the same will extend, and such Mortgagee shall thereupon convey, assign, and transfer all his Interest in such mortgaged Hereditaments the Value whereof shall have been so agreed upon or determined as aforesaid; or in case of his neglecting or refusing to convey, assign, or transfer as herein-before directed, then the Amount of such Value shall be paid into the Bank of *England* to the Credit of such Mortgagee, as by this Act is provided in Cases of a like Nature; and such Payment to the Mortgagee, or into the Bank as last aforesaid, shall be and be accepted in satisfaction of the Claim of such Mortgagee, so far as the same will extend, and also in full Discharge and Exoneration of the mortgaged Premises, or such Part thereof as shall be so taken or used, from all Principal and Interest and other Money due or secured thereon, and thereupon such Hereditaments shall become absolutely vested in the Trustees of the *British Museum*, who shall be deemed to be in the actual legal and equitable Possession thereof to all Intents and Purposes whatsoever: Provided nevertheless, that all Mortgagees shall have the same Powers or Remedies for recovering or compelling Payment of their Mortgage Money, or the Residue thereof, (as the Case may be,) or the Interest thereof respectively, upon and out of the Residue of the mortgaged Hereditaments not required for the Purposes aforesaid, as they would otherwise have had or been entitled to for recovering or compelling Payment thereof upon or out of the whole of the Hereditaments originally comprised in such Mortgage: Provided also, that when a Part only of any Hereditaments subject to any Mortgage shall have been taken for the Purposes of this Act as aforesaid, and the Value of the Hereditaments so taken shall, on the Assignment thereof to the said Trustees of the *British Museum*, have been paid to the Mortgagee thereof in part Satisfaction of the Mortgage Debt, a Memorandum of what shall have been so paid shall be indorsed on the Deed creating such Mortgage at the Time of executing such Assignment to the Trustees of the *British Museum*, and shall be signed by such Mortgagee; and a Copy of such Memorandum shall at the same Time, if required, be furnished by the Trustees of the *British Museum*, at their Expence, to the Person so entitled as aforesaid to the Equity of Redemption of the Hereditaments comprised in such Mortgage Deed.

Hereditaments subject to Incumbrances may be released on certain Conditions.

IX. And be it further enacted, That in all Cases where any Messuages or other Hereditaments purchased or intended to be purchased by the Trustees of the *British Museum* are or shall be subject, jointly with other Hereditaments not intended to be purchased, to or with any Rent, Payment, Mortgage, or Incumbrance whatsoever, and the Party entitled to such Rent, Payment, Mortgage, or Incumbrance, or by this Act capacitated to sell, release, or apportion the same, or to release the Hereditaments so purchased therefrom, shall consider

the remaining Part of the Hereditaments so jointly subject a sufficient Security for such Rent, Payment, Mortgage, or Incumbrance, and shall therefore be willing to release the Hereditaments so purchased by the Trustees of the *British Museum* therefrom, then and in any such Case it shall be lawful for the Party entitled to or by this Act capacitated to sell, release, or apportion such Rent, Payment, Mortgage, or Incumbrance, or to release the Hereditaments so purchased or intended to be purchased therefrom, with the Consent of the Owner of the Hereditaments so purchased or intended to be purchased, and also of the Owner of the remaining Hereditaments so jointly subject as aforesaid, (and which Owner is hereby declared to include and extend to all Corporations and Persons by this Act authorized and empowered to sell and convey Hereditaments,) to release the Hereditaments so purchased or intended to be purchased as aforesaid from the Rent, Payment, Mortgage, or Incumbrance so affecting the same as aforesaid jointly with other Hereditaments, on condition or in consideration of such other Hereditaments continuing or remaining only and exclusively subject to the whole of such Rent, Payment, Mortgage, or Incumbrance; and when any Hereditaments purchased by the Trustees of the *British Museum* shall be so released as last aforesaid, the remaining or other Hereditaments not intended to be purchased, and being so jointly subject as aforesaid, shall thenceforth be and remain only and exclusively charged with and subject to the whole of such Rent, Payment, Mortgage, or Incumbrance; and all Remedies for the Recovery thereof against such remaining or other Hereditaments, and the Owners or Occupiers thereof respectively, shall not be prejudiced by reason of such Release as aforesaid, but shall at all Times thereafter remain as effectual as if such remaining or other Hereditaments had been originally exclusively charged with the full Amount of such Rent, Payment, Mortgage, or Incumbrance: Provided always, that when any Hereditaments so purchased as aforesaid shall be released as aforesaid it shall be lawful for the Trustees of the *British Museum*, on Tender for that Purpose of any Deed or Instrument creating or transferring such Rent, Payment, Mortgage, or Incumbrance, to affix their Common Seal to a Memorandum endorsed on such Deed or Instrument, declaring what Part of the Hereditaments originally subject to such Rent, Payment, Mortgage, or Incumbrance shall have been purchased and released as aforesaid by virtue of this Act, and also declaring that the remaining or other Hereditaments so before jointly subject as aforesaid are thenceforth to remain and be only and exclusively charged with and subject to the full Amount of the said Rent, Payment, Mortgage, or Incumbrance; and such Memorandum shall be Evidence in all Courts of the Fact therein stated, but shall not exclude any other Evidence of the same Facts.

Corporations and Persons capacitated to sell may agree for the Value of the Hereditaments sold.

X. And be it further enacted, That all Persons and Corporations by this Act capacitated to sell and convey any of the said Messuages or other Hereditaments hereby authorized to be purchased, or to release the said Messuages or other Hereditaments from Rents and other Incumbrances charged thereon, or to sell and convey any other Rights or Interests in any of the same Messuages or other Hereditaments, may agree to accept and receive, and may (subject to such Restrictions as are in this Act contained as to the Payment thereof)

thereof) accept and receive, Satisfaction or Recompence for the Value of such Messuages or other Hereditaments, or of the Interest therein, to be by them conveyed or released, in such gross Sums as shall be agreed upon between the said Persons or Corporations and the Trustees of the *British Museum*; and in case the said Trustees and such Parties respectively shall not agree as to the Amount or Value of such Purchase Money the same shall be ascertained and settled, if required, by the Verdict of a Jury, as herein-after is directed.

In case the Parties refuse or are incapable to treat, the Amount of Value to be settled by a Jury.

XI. And for settling all Differences which may arise between the Trustees of the *British Museum* and the several Owners and Occupiers of or Persons or Corporations interested in any of the said Messuages or other Hereditaments hereby authorized to be purchased as aforesaid, be it further enacted, That if any Corporation, Trustee, or other Person so interested or entitled, and capacitated to sell, agree, convey, or release as aforesaid, shall not agree with the Trustees of the *British Museum* as to the Amount of such Purchase Money, Satisfaction, or Recompence as aforesaid; or if any of such Parties shall refuse to accept such Purchase Money, Satisfaction, or Recompence as aforesaid as shall be offered by the Trustees of the *British Museum*, and shall give Notice thereof in Writing to the Trustees by leaving the same at the *British Museum* within Thirty Days next after such Offer shall have been made, and the giving such Notice shall therein request that the Matter in dispute may be submitted to the Determination of a Jury; or if any of such Parties as aforesaid shall, for the Space of One Calendar Month next after Notice in Writing shall have been given to the Clerk, Agent, or principal Officer of any such Corporation, or at the Office or Place of Business of such Corporation, or to any such Trustee or Person respectively, or left at his usual or last known Place of Abode, or in case such Corporation, Trustee, or Person cannot be found, or their last or usual Place of Abode is not known, with the Tenant or Occupier of any Messuages or other Hereditaments required for the Purposes of this Act, neglect or refuse to treat or shall not agree with the Trustees of the *British Museum* for the Sale, Conveyance, and Release of their respective Estates or Interests, or the respective Estates or Interests which they respectively are hereby capacitated to convey or release therein, or shall by reason of Absence be prevented from treating, or shall by reason of any Impediment or Disability, whether provided for by this Act or not, be incapable of making such Agreement, Conveyance, or Release as shall be necessary or expedient for enabling the Trustees of the *British Museum* to take such Messuages or other Hereditaments, or shall not disclose or prove the State of the Title to the Premises of which they respectively may be in the Possession, or of the Share, Interest, or Charge therein or thereupon which they may claim to be entitled unto or interested in, in case they shall be required so to do by the Trustees of the *British Museum*; or in any other Case where Agreement for the Purchase of any Messuages or other Hereditaments hereby authorized to be purchased cannot be made; then and in every such Case the Trustees of the *British Museum* shall and they are hereby required from Time to Time to issue a Warrant under their Common Seal to the Sheriff of the County of *Middlesex*, or in case such Sheriff or his Under Sheriff shall be in any way interested in the Matter in question,

question, then to any of the Coroners of the said County, not interested as aforesaid, commanding such Sheriff, Under Sheriff, or Coroner to impannel, summon, and return, and the said Sheriff, Under Sheriff, or Coroner is hereby accordingly empowered and required to impannel, summon, and return a Jury of at least Eighteen sufficient and indifferent Men, qualified according to the Laws of this Realm to be returned for Trials of Issues in Her Majesty's Courts of Record at *Westminster*; and the Persons to be so impannelled, summoned, and returned are hereby required to appear before the said Sheriff, Under Sheriff, or Coroner at such Time and Place as in such Warrant shall be appointed, and to attend from Day to Day until duly discharged; and out of such Persons to be so impannelled, summoned, and returned a Jury of Twelve Men shall be drawn by the said Sheriff, Under Sheriff, or Coroner, or by some Person to be by them respectively appointed, in such Manner as Juries for Trials of Issues joined in Her Majesty's Courts of Record at *Westminster* are by Law directed to be drawn; and in case a sufficient Number of Jurymen shall not appear at the Time and Place so to be appointed as aforesaid, such Sheriff, Under Sheriff, or Coroner shall return other honest and indifferent Men of the Standers-by, or of others that can speedily be procured to attend that Service (being so qualified as aforesaid), to make up the said Jury to the Number of Twelve; and all Parties concerned may have their lawful Challenges against any of the said Jurymen, but shall not challenge the Array; and the said Sheriff, Under Sheriff, or Coroner is hereby empowered and required, on Request in Writing by either Party, to summon before him all Persons who shall be thought necessary to be examined as Witnesses touching the Matters in question, and may authorize or order the said Jury, or any Six or more of them, to view the Place or Matter in controversy, and such Jury shall, upon their Oaths, (or, being Quakers or Separatists, upon their Affirmation,) which Oaths and Affirmations, as well as the Oaths and Affirmations of all such Persons as shall be called upon to give Evidence, the said Sheriff, Under Sheriff, or Coroner is hereby empowered and required to administer, inquire of and assess and give a Verdict for the Sum of Money to be paid for the Purchase of such Messuages or other Hereditaments (except for such Interest therein as shall have been of right purchased by the Trustees of the *British Museum* from any other Person or Corporation); and the said Sheriff, Under Sheriff, or Coroner shall accordingly give Judgment for such Purchase Money as shall be assessed by such Jury: Provided always, that in such Inquiry the Person or Corporation claiming Compensation shall be Plaintiff, and shall have all such Rights and Privileges as Plaintiffs in Actions at Law are entitled to: Provided also, that not less than Seven Days Notice in Writing of the Time and Place at which such Jury are required to be returned shall be given by or on behalf of the Trustees of the *British Museum* to the Party with whom any such Controversy shall arise, by delivering such Notice to such Party or by leaving the same at his usual or last known Place of Abode, or with the Clerk or Agent or principal Officer of the Corporation, or at the Office or Place of Business of such Corporation, in case of a Corporation, or with some Tenant or Occupier of the Premises intended to be valued or respecting which any such Question shall arise.

XII. And

Purchase Money to be apportioned between Parties having particular Interests.

XII. And be it enacted, That the said Juries shall and they are hereby respectively empowered, if thereunto required by either Party, to settle what Shares and Proportions of the Purchase Money which shall be assessed as aforesaid shall be allowed to any Tenant or other Person having a particular Estate, Term, or Interest in the Premises, by way of Lease or otherwise, for his Interest therein.

Verdicts to be recorded by the Clerk of the Peace.

XIII. And be it further enacted, That the said Verdicts and Judgments, being first signed by the said Sheriff, Under Sheriff, or Coroner presiding at the taking of such Verdict and pronouncing of such Judgment respectively, shall be deposited with and kept by the Clerk of the Peace for the said County of *Middlesex* among the Records of the Quarter Sessions of such County or Place, and shall be deemed Records to all Intents and Purposes; and the same, or true Copies thereof or Extracts therefrom, certified to be true Copies or Extracts by the said Clerk of the Peace, shall be allowed to be good Evidence in all Courts whatsoever; and all Persons shall have Liberty to inspect the same Verdicts and Judgments, paying to such Clerk of the Peace for every such Inspection the Sum of One Shilling, and shall be entitled to be furnished with Copies thereof or Extracts therefrom, paying for every such Copy or Extract to the said Clerk of the Peace furnishing the same after the Rate of Sixpence for every One hundred Words.

Penalty on Sheriff or his Substitute, or Jurors or Witnesses, making default.

XIV. And be it further enacted, That if any such Sheriff or his Under Sheriff, or any Coroner hereby authorized and directed to act in the Stead of such Sheriff, shall make default in the Premises, he shall for every such Offence forfeit and pay the Sum of Fifty Pounds to the Party who may be prejudiced or injured thereby, to be recovered, with full Costs of Suit, by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*; and if any Person so summoned and returned upon any such Jury as aforesaid shall not appear, or appearing shall refuse to be sworn, or being a Quaker or Separatist to make Affirmation, or shall refuse to give his Verdict, or shall in any other Manner wilfully neglect his Duty contrary to the true Intent of this Act, or if any Person so summoned to give Evidence as aforesaid shall not appear, on being paid or tendered a reasonable Sum for his Costs and Expences, or appearing shall refuse to be sworn, or being a Quaker or Separatist to make Affirmation or give Evidence, every Person so offending, having no reasonable Excuse, (to be judged of and determined by the said Sheriff, Under Sheriff, or Coroner so presiding as aforesaid,) shall forfeit and pay for every such Offence, to the Party for whom or on whose Account any such Jury or Witnesses shall have been summoned, any Sum not exceeding Twenty Pounds; which said last-mentioned Penalty and Forfeiture shall and may be levied, by virtue of a Warrant under the Hand and Seal of any Justice of the Peace for the said County of *Middlesex*, by Distress and Sale of the Goods and Chattels of the Person so offending, rendering to him, on Demand, the Overplus of the Money thereby produced (if any), after such Penalty, and the Charges and Expences of such Distress and Sale, shall have been deducted.

XV. And

Jurors to be under the same Regulations as those of the Superior Courts.

XV. And be it further enacted, That every such Jury and Juryman as aforesaid shall also be subject to the same Regulations, Pains, and Penalties as if such Jury and Juryman had been returned for the Trial of any Issue joined in any of Her Majesty's Courts at *Westminster;* and all Persons who in any Examination to be taken by virtue of this Act upon their Oaths, or being Quakers or Separatists upon their Affirmation, shall wilfully and corruptly give false Evidence before any such Jury, Sheriff, Under Sheriff, or Coroner, shall and may be prosecuted for the same, and upon Conviction thereof shall be subject to the Pains and Penalties to which Persons guilty of wilful and corrupt Perjury shall or may by Law be subject or liable.

Expences of Jury and Witnesses how to be paid.

XVI. And be it further enacted, That in every Case in which the Verdict of a Jury summoned as aforesaid shall be given for the same or a greater Sum than shall have been previously offered by the said Trustees of the *British Museum* for the Purchase of any of the said Messuages and other Hereditaments hereby authorized to be purchased as aforesaid, all Costs, Charges, and Expences of summoning, impannelling, and returning such Jury, and of the summoning and Attendance of Witnesses, and of the Inquisition and Verdict and Judgment thereon, and of recording the same, or in any wise consequent or incident to the same, shall be defrayed by the Trustees of the *British Museum;* and such Costs, Charges, and Expences shall be settled and determined by the said Sheriff, Under Sheriff, or Coroner presiding as aforesaid; and in case such Costs and Expences shall not be paid to the Party entitled to the same within Ten Days after the same shall have been demanded, then the same shall and may be levied and recovered by Distress and Sale of any Goods and Chattels of the Trustees of the *British Museum*, under a Warrant to be issued for that Purpose by any Justice of the Peace for the County of *Middlesex* not interested in the Matter in question, which Warrant such Justice is hereby authorized and required to issue under his Hand and Seal on Application made to him for that Purpose by any Party entitled to receive such Costs, Charges, and Expences; but if the Verdict of the Jury shall be given for a less Sum than shall have been previously offered by the Trustees of the *British Museum* in manner aforesaid, one Moiety of the said Costs, Charges, and Expences (the same Costs, Charges, and Expences to be settled and determined as aforesaid) shall be defrayed by the Party with whom the Trustees of the *British Museum* shall have such Controversy or Dispute, and the Remainder shall be defrayed by the Trustees of the *British Museum*, and the former Moiety of such Costs, Charges, and Expences, having been ascertained and settled in manner herein-before mentioned, and having been paid by the Trustees of the *British Museum*, shall be deducted and retained by the Trustees of the *British Museum* out of the Money adjudged to be paid to such Party as so much Money advanced to and for his Use, and the Payment or Tender of the Remainder of the Money so adjudged shall be deemed and taken, to all Intents and Purposes, to be a good Payment or Tender of the whole thereof; and in case the Trustees of the *British Museum* (having deducted and retained such Moiety as aforesaid) shall not pay the whole of such last-

mentioned Costs, Charges, and Expences as aforesaid to the Party entitled to receive the same within Ten Days after the same shall have been demanded, then the same may be levied and recovered in manner last aforesaid: Provided always, that in Cases in which, by reason of Absence in Foreign Parts, or from any other Cause or Disability not herein-before provided for, any Person shall have been prevented from treating and agreeing as aforesaid, the whole of such Costs, Charges, and Expences, to be settled and determined, levied and recovered, in manner herein-before directed, shall be borne and paid by the Trustees of the *British Museum*: Provided also, that an Offer by the Trustees of the *British Museum* to pay any such Sum of Money as aforesaid for the Purchase of any Messuages or other Hereditaments to be used or taken for the Purposes of this Act, to such Person or Corporation as shall under the Provisions of this Act be found entitled to receive the same, or into the Bank of *England*, to such Account or otherwise in such Manner as the same Money shall, under the Provisions of this Act be applicable to the particular Case, be of right payable, (such Offer being made in Writing under the Corporate Seal of the Trustees of the *British Museum*, and given or sent by the Post unto or delivered to some Inmate of the last or usual known Place of Abode of the Person authorized to sell the said Messuages or other Hereditaments, or, in the Case of a Corporation, to the Clerk, Agent, or principal Officer at the Office or Place of Business of such Corporation,) shall be a sufficient Offer to pay such Purchase Money, for the Purposes herein-before mentioned, without legal Tender for such Purchase Money.

Application of Compensation Money when amounting to 200*l.* or towards.

XVII. And be it further enacted, That if any Money shall be agreed or awarded to be paid for the Purchase of any of the said Messuages or other Hereditaments hereby authorized to be purchased, or for any Interest therein, or for the Release of any such Messuages or other Hereditaments from any Rents or other Incumbrances charged thereon, which any Corporation, Tenant for Life or in Tail, or Feoffee in Trust, Executor, Administrator, Husband, Guardian, Committee, or other Trustee, Feme Covert, or any Person whomsoever, for or on behalf of any Wife, Ward, Idiot, Lunatic, or Cestuique Trust, whether Infants, Issue unborn, Femes Covert, or any Person whose Hereditaments are limited in strict or other Settlement, or any Person under any other Disability or Incapacity, or unborn, shall be entitled unto, interested in, or hereby capacitated to convey, such Money shall, in case the same shall amount to or exceed the Sum of Two hundred Pounds, with all convenient Speed be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account there *ex parte* "The Trustees of the *British Museum*," pursuant to the Method prescribed by an Act passed in the First Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act for the better securing Monies and Effects paid into the Court of Exchequer at* Westminster *on account of the Suitors of the said Court, and for the Appointment of an Accountant General and Two Masters of the said Court, and for other Purposes*, and the General Orders of the said Court, and without Fee or Reward; and shall, when so paid in, there remain until the same shall, by Order of the said Court, made in a summary Way, upon

1 G. 4. c. 35.

Petition to be presented to the said Court by the Party who would have been entitled to the Rents and Profits of the Hereditaments in respect whereof such Money shall be paid, be applied either in the Purchase or Redemption of the Land Tax, or in or towards the Discharge of any Debt or other Incumbrance affecting such Hereditaments, or affecting other Hereditaments standing settled therewith to the same or to the like Uses, Trusts, Intents, or Purposes as the said Court of Exchequer shall authorize to be purchased or paid, or such Part thereof as shall be necessary; or until the same shall, upon the like Application, be laid out, by Order of the said Court made in a summary Way, in the Purchase of other Hereditaments, which shall be conveyed, limited, and settled to, for, and upon such and the same Uses, Trusts, Intents, and Purposes, and in the same Manner, as the Hereditaments which shall be so purchased as aforesaid stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined and capable of taking effect; and in the meantime and until such Purchase can be made the said Money may, by Order of the said Court upon Application thereto, be invested by the said Accountant General in his Name in the Purchase of Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities, or in Government or Real Securities; and in the meantime, and until such Annuities or Securities shall be ordered by the said Court to be sold for the Purposes aforesaid, or shall be called in or cancelled, the Dividends or Interest and annual Produce thereof shall from Time to Time, by Order of the said Court, be paid to the Party who would for the Time being be entitled to the Rents and Profits of such Hereditaments so to be purchased and settled, in case the same had been so purchased and settled.

Application of Compensation Money when less than 200*l.* and exceeding 20*l.*

XVIII. And be it further enacted, That if any Money so agreed or awarded to be paid as last herein-before mentioned shall be less than the Sum of Two hundred Pounds, and shall exceed the Sum of Twenty Pounds, then the same shall, at the Option of the respective Parties for the Time being entitled to the Rents and Profits of the Hereditaments in respect whereof such Money shall be awarded or agreed to be paid, or of their respective Husbands, Guardians, or Committees, in case of Coverture, Infancy, Idiotcy, Lunacy, or other Incapacity, with the Approbation of the Trustees of the *British Museum*, signified in Writing under their Corporate Seal, be paid into the Bank of *England* in the Name and with the Privity of the said Accountant General, and be placed to his Account as last aforesaid, in order to be applied in manner lastly herein-before directed; or otherwise the same may be paid, at the like Option and with the like Approbation, to Two Trustees, to be nominated by the respective Parties exercising such Option, (such Nomination to be approved of by the Trustees of the *British Museum*,) and such Nomination and Approbation to be signified in Writing under the Hands of the nominating Parties, and under the Corporate Seal of the Trustees of the *British Museum*; and the Money so paid to such Trustees, and the Dividends and Produce so arising thereon and therefrom, shall be by such Trustees applied in like Manner as is last herein-before directed with respect to the Money so to be paid into the Bank of *England* in the Name of the Accountant General of the Court of Exchequer, but without being required to

to obtain any Order of the said Court touching the Application thereof.

Application of Compensation Money when not exceeding 20*l.*

XIX. And be it further enacted, That where any Money so agreed or awarded to be paid as last herein-before mentioned shall not exceed the Sum of Twenty Pounds, the same shall be paid to the respective Parties who would for the Time being have been entitled to the Rents and Profits of the Lands in respect whereof such Money shall be paid, for their own Use and Benefit; or in case of Coverture, Infancy, Idiotcy, Lunacy, or other Incapacity, then such Money shall be paid, for their Use, to their respective Husbands, Guardians, Committees, or Trustees.

Application of Purchase Money in case of not making out Titles, &c.

XX. And be it further enacted, That in case any Party to whom any Money shall be agreed or awarded to be paid for the Purchase of any Messuages or other Hereditaments hereby authorized to be purchased as aforesaid, or for any Interest therein, or for the Release of any such Hereditaments from any Rent or other Incumbrance charged thereon, or for any other Right or Interest to, in, or affecting any such Hereditaments, shall refuse to accept the same, or cannot conveniently be found, or shall be absent from *England*, or shall refuse, neglect, or be unable to make a Title to the Satisfaction of the Trustees of the *British Museum*, for the Purposes of this Act, to the Hereditaments, Right, or Interest for or in respect whereof such Money shall be agreed or awarded to be paid, or if any Party entitled unto or capacitated to convey such Hereditaments, Right, or Interest shall not be known, or cannot conveniently be found, or shall be absent from *England*, or shall refuse or neglect to convey the same, or shall not be shown to the Satisfaction of the Trustees of the *British Museum* to be such Party, then and in every such Case it shall be lawful for the said Trustees to order the Money so agreed or awarded as aforesaid to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, to be placed to his Account to the Credit of the Parties interested in the said Hereditaments, describing them, so far as the Trustees of the *British Museum* can do so, subject to the Control and Disposition of the said Court; which said Court, on the Application of any Party making claim to such Money or to any Part thereof, by Petition, is hereby empowered, in a summary Way of proceeding or otherwise, as to such Court shall seem meet, to order the same to be laid out and invested in the Public Funds, and to order Distribution thereof, or Payment of the Dividends thereof, according to the Estate, Title, or Interest of the Parties making claim thereunto, and to make such other Order in the Premises as to the said Court shall seem proper; and the Cashier of the Bank of *England* who shall receive such Money is hereby required to give to the Trustees of the *British Museum*, or to any Party paying any Money into the Bank of *England* under or pursuant to this Act, a Receipt for such Money, mentioning and specifying therein for what and for whose Use, described as aforesaid, the same is received.

In case of disputed Title, Persons in pos-

XXI. Provided always, and be it further enacted, That where any Question shall arise in reference to the Provisions aforesaid, or otherwise upon this Act, touching the Title of any Party to any Here-

Hereditaments, or to any Interest in any Hereditaments, or to any Money to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, in pursuance of this Act, for the Purchase of any Hereditaments, or of any Estate, Right, Title, or Interest in any Hereditaments hereby authorized to be purchased as aforesaid, or to any Annuities or Securities to be purchased with any such Money, as herein mentioned, or the Dividends or Interest of any such Annuities or Securities, the Parties respectively who shall have been in possession or receipt of the Rents or Profits of such Lands at the Time of purchasing the same, and all Corporations and Persons claiming under such Parties, or under or consistently with the Possession of such Parties, shall be deemed to have been lawfully entitled to such Hereditaments, or such Interest therein, or to such Money as aforesaid, according to such Possession, until the contrary shall be shown to the Satisfaction of the said Court; and the Dividends or Interest of the Annuities or Securities to be purchased with such Money, and also the Capital of such Annuities or Securities, shall be paid, applied, and disposed of accordingly, unless it shall be made to appear to the said Court that such Possession was a wrongful Possession, and that some other Party was lawfully entitled to some Part of such Hereditaments, or to some Estate or Interest therein.

session presumptively entitled.

XXII. And be it enacted, That where by reason of any Disability or Incapacity of any Person or Corporation entitled to any Hereditaments to be purchased under the Authority of this Act, or from any other Cause, the Purchase Money for any Hereditaments shall be required to be paid into the Bank of *England*, and be subject to the Orders and Directions of the Court of Exchequer under the Provisions contained in this Act, it shall be lawful for the Court of Exchequer to order the reasonable Costs, Charges, and Expences attending any such Purchase, or which may be incurred in consideration thereof, and all the Costs, Charges, and Expences of the Investment of such Purchase Money in Government or Real Securities, and of the Reinvestment of the same, or the Government or Real Securities purchased therewith, in the Purchase of other Lands and Hereditaments, together with the necessary Costs, Charges, and Expences of obtaining the proper Orders, and of all other Proceedings for such Purposes, and of the Payment of the Dividends and Interest of the Government or Real Securities upon which such Purchase or Compensation Money may be invested, and of the Payment out of Court of the Principal of such Purchase Money, or of the Government or Real Securities aforesaid, to be paid by the Trustees of the *British Museum*, who shall from Time to Time pay such Sums of Money for the Costs, Charges, and Expences herein-before mentioned as the said Court shall direct.

Court of Exchequer may order reasonable Expences of Purchases and Costs of incapacitated Persons to be paid by the Trustees of the British Museum.

XXIII. And be it further enacted, That upon Payment or legal Tender of such Sums of Money as shall have been agreed upon between the Parties or awarded by a Jury in manner aforesaid, for the Purchase of any of the said Messuages and other Hereditaments hereby authorized to be purchased as aforesaid, to the respective Proprietors of such Hereditaments or other Persons respectively interested

Power to enter Lands on Payment or Tender of Purchase Money.

interested therein, and entitled, according to the Provisions of this Act, to receive such Money or Satisfaction or Compensation respectively, within Three Calendar Months next after the same shall have been so agreed upon or awarded, or whenever any of the respective Cases shall happen wherein such Purchase Money is herein-before authorized or directed to be paid into the Bank of *England*, then upon Payment of the same into the Bank of *England* in manner in such Case herein-before authorized or directed, it shall be lawful for the Trustees of the *British Museum* immediately to enter upon such Hereditaments, and thereupon such Hereditaments, and the Fee Simple and Inheritance thereof, together with the yearly Profits thereof, and all the Estate, Use, Trust, and Interest of all Parties therein whose Estates, Rights, and Interests shall have been purchased or compensated for by such Payment, shall thenceforth be vested in and become the sole Property of the Trustees of the *British Museum*, to and for the Purposes of this Act, and the Trustees of the *British Museum* shall not be bound to see to the Application of any such Purchase Money; and such Payment or Tender and such Conveyance as herein-before mentioned, or such Deposit in the Bank of *England* as aforesaid, shall operate to merge all outstanding or other Terms of Years, and to bar and destroy all Dower, and all Estates Tail and other Estates in Reversion and Remainder, and all Rights, Titles, Limitations, and Trusts whatsoever, of and in the said Hereditaments, but although Terms shall be merged they shall in Equity afford the same or the like Protection and Priority as if they were assigned as herein-before mentioned: Provided nevertheless, that before such Payment, Tender, or Deposit in the Bank of *England* as aforesaid it shall not be lawful for the Trustees of the *British Museum*, or for any Person acting under their Authority, to enter upon such Hereditaments without the previous Consent of the Owners and Occupiers thereof respectively.

Tenants at Will for a Year or from Year to Year to quit Premises after Notice.

XXIV. And be it further enacted, That all Persons in possession of any of the Messuages or other Hereditaments hereby authorized to be purchased, and who shall have no greater Interest in such Hereditaments than as Tenants at Will or Lessees for a Year, or as Tenants from Year to Year, shall respectively deliver the Possession of such Premises to the Trustees of the *British Museum*, or to such Person as they shall appoint to take possession of the same, at the Expiration of Six Calendar Months next after Notice to that Effect shall have been given by the Trustees of the *British Museum* to or left at the usual or last known Place of Abode of such respective Tenants or Lessees or Persons in possession, or left upon the said Hereditaments, or at such other Time after the Expiration of Six Calendar Months as in such Notice they shall be respectively required, whether such Notice shall be given with reference to the Time of the Commencement of such Tenants holding or not, and whether such Notice be given before or after the said Hereditaments shall be purchased by the Trustees of the *British Museum*; and in case any such Tenant or Lessee or Person so in possession as aforesaid shall refuse to deliver such Possession as aforesaid, it shall be lawful for the Trustees of the *British Museum* to issue their Precept under their Common Seal to the Sheriff of the said County of *Middlesex*

sex to deliver Possession of the said Hereditaments to such Person as shall in such Precept be nominated to receive the same, and the said Sheriff is hereby required to deliver Possession of the said Hereditaments accordingly, and to levy and satisfy such Costs as shall accrue from the issuing and Execution of such Precept on the Person so refusing to deliver Possession, by Distress and Sale of his Goods and Chattels.

Compensation for Interests of such Tenants to be settled by a Jury, in case of Dispute.

XXV. Provided always, and be it further enacted, That where any such Tenant, Lessee, or other Person shall be required to deliver the Possession of any of the Hereditaments so occupied by him before the Expiration of his Term or Interest therein, the Trustees of the *British Museum* shall and they are hereby required to make or tender to such Tenant, Lessee, or other Person, before they shall issue their Precept to the Sheriff to give Possession of the Hereditaments in the Occupation of such Tenant, Lessee, or Person, Satisfaction or Compensation for the Value of his unexpired Term or Interest in the said Hereditaments and Fixtures, and the Loss which will be caused to him by the Removal of his Furniture and Effects, which Satisfaction or Compensation and Loss, in case of Difference, shall be ascertained and determined in the same Manner as any other Satisfaction or Compensation for any Hereditaments purchased by the Trustees of the *British Museum* is by this Act directed to be ascertained and determined: Provided always, that when *Christopher Haedy*, the Occupier of the House No. 80, *Great Russell Street*, shall be required to deliver up Possession thereof, he shall be paid by the said Trustees for his Fixtures and the Loss which will be caused to him by the Removal of his Furniture and Effects, the Amount of such Payment to be ascertained and determined in manner aforesaid.

Persons holding under Leases to produce the same.

XXVI. Provided always, and be it further enacted, That in all Cases in which any Party shall claim any Satisfaction, Recompence, or Compensation for or in respect of any unexpired Term or Interest which he shall claim to be possessed of or entitled unto in any Hereditaments intended to be taken or used under the Authority of this Act, under or by virtue of any Demise, Lease or Agreement for Lease, or Grant thereof, the Trustees of the *British Museum* are hereby authorized to require such Party to produce or show the Lease or Agreement for Lease, Demise, or Grant in respect of which such Claim to Satisfaction, Recompence, or Compensation shall be made, or the best Evidence thereof in his Power, and if such Lease or Agreement for Lease, Demise, or Grant, or such best Evidence thereof as aforesaid, shall not be produced or shown within a reasonable Time after Demand made by the Trustees of the *British Museum*, or any Person by them authorized, the Party claiming such Satisfaction, Recompence, or Compensation shall be considered and treated as a Tenant holding only from Year to Year.

Parties to deliver a Statement of their Estates and Claims within One

XXVII. And be it further enacted, That on or before the Expiration of One Calendar Month next after Notice in Writing from the Trustees of the *British Museum*, or their Agent duly authorized, of their Intention to purchase any of the said Messuages or other Hereditaments hereby authorized to be purchased, shall have been given to any

Calendar Month after Notice.

any Person or Corporation seised or possessed of or entitled to, or authorized by this Act to accept and receive Satisfaction and Compensation for the Value of the same Hereditaments, or any Estate, Share, or Interest therein, or Charge or Incumbrance thereon, such Person or Corporation shall deliver or cause to be delivered at the said *British Museum* a Statement in Writing of the Particulars of the Estate, Share, Interest, Charge, or Incumbrance which he or they claim to be entitled to or be authorized to receive Satisfaction and Compensation for, and of the Amount of the Sum of Money which he or they may expect and be willing to receive in Satisfaction and Compensation for the Value of such Estate, Share, Interest, Charge, or Incumbrance.

Ground purchased to be laid out for the British Museum.

XXVIII. And be it further enacted, That the several Houses mentioned or referred to in the Schedule to this Act, in case the same shall be purchased by virtue of this Act, shall, after the Purchase thereof, and until they shall be taken down, be used or occupied only as Residences for Persons holding Situations in the *British Museum*, and the Sites of them, and all the Ground which shall be purchased by virtue of this Act, shall be laid to and be made to form Part of the Site and Ground of the *British Museum*; and no Houses, Shops, or Buildings whatever shall at any Time be erected or be suffered to remain or be on or over the Sites of the said Houses, or on or over any Ground which shall be purchased by virtue of this Act, except Buildings to be Part or for the Use of the *British Museum*, or Residences for Persons holding Situations therein; and no Trade or Business of any Kind shall at any Time be carried on in, on, or over any Part of the Premises which shall be purchased by virtue of this Act, or in, on, or over any Building which shall be erected thereon, except Trades or Businesses solely for the Purposes of the *British Museum*; and no Act, Matter, or Thing shall at any Time be done in or upon any Part of the Premises which shall be purchased by virtue of this Act which shall or may be or grow to the Annoyance, Nuisance, Grievance, Damage, or Disturbance of the Duke of *Bedford*, his Heirs or Assigns, (such Assigns being Owners of Ground or Building in *Great Russell Street* or *Montague Street* in the Parish of *Saint George Bloomsbury* in the County of *Middlesex*,) or any of his or their Tenants, or whereby any Window Light or Drain belonging to any Building belonging or which shall belong to the said Duke, his Heirs or Assigns, (such Assigns being Owners of Ground or Building in *Great Russell Street* or *Montague Street* aforesaid,) shall or may be stopped or obstructed; and that the said Duke, his Heirs and Assigns, shall be at liberty to retain Possession (without paying or being liable to pay any Rent or Compensation for the same) of the *Bedford* Office, and its Garden, Lodge, and Appurtenances, (being Part of the Premises mentioned or referred to in the said Schedule,) till the Expiration of Three Years after Notice to quit the same shall be given to him (such Notice not to be given till after the Purchase Money for the same has been paid to the said Duke, his Heirs or Assigns); and that the East Flank Wall of the House numbered Eighty-eight, in *Great Russell Street*, which will be laid bare by taking down the adjoining House, (being one of the Houses mentioned or referred to in the said Schedule,) shall, within One Month after the taking down of such adjoining House, be

To prevent Annoyances to the Duke of Bedford, &c.

Respecting the Bedford Office, &c.

be made good as an external Wall, and be cemented, by and at the Costs of the Trustees of the *British Museum*, to the Satisfaction of the Surveyor for the Time being of the said Duke, his Heirs or Assigns, and in such Manner as the said Surveyor shall approve of; and that the said Flank Walls, and the Walls next the *Bedford* Office Garden of the Savings Bank in *Montague Street*, shall, from and after the Purchase by the Trustees of the *British Museum* of the Premises adjoining the same, be considered to be external Walls, and that no Part thereof, or of the Flue of the Lodge at the North-east Corner of the *Bedford* Office Garden which runs up in one of the Walls of the said Savings Bank, shall be bought by the Trustees of the *British Museum*, or be considered as comprised in the said Schedule; and that the Trustees of the *British Museum* shall, with all convenient Speed, repair and make good to the Satisfaction of the said Surveyor, and bear and pay all Damage, Loss, and Injury (if any) which shall be done to any House or Houses or Building or Buildings near or adjoining to the Houses and Buildings by this Act authorized to be purchased, or shall be sustained by the Owners or Occupiers thereof by, through, or in consequence of the taking down of any of the Houses or Buildings by this Act authorized to be purchased, or any Part or Parts thereof.

Limiting Time for purchasing Lands.

XXIX. And be it further enacted, That the Powers by this Act granted for compelling the Sale of the Messuages, Buildings, Pieces or Parcels of Land, and Hereditaments specified in the said Schedule to this Act annexed, and the Leases, Terms, Estates, Rights, and Interests therein, shall cease and be utterly null after the Space of Six Years from the passing of this Act; and that the Duke of *Bedford*, his Heirs or Assigns, shall not at any Time be compelled or obliged to sell any less Part than the Whole of the said Messuages, Buildings, Pieces or Parcels of Land, and Hereditaments.

The SCHEDULE to which this Act refers.

Parish of Saint George Bloomsbury.

Description.	Situation.	Owners or reputed Owners.		Occupiers.
		Freeholder.	Lessees or reputed Lessees.	
Dwelling House, Yard, Garden, &c.	No. 78, Great Russell Street.	The Duke of Bedford.	The Trustees of the Clerical, Medical, and General Life Assurance Office.	J. Pinckard, Esq.
Ditto - -	79, Ditto -	Ditto -	William Hobson -	J. Hanson Peile.
Ditto - -	80, Ditto -	Ditto -	- - - -	Christopher Haedy.
Ditto - -	81, Ditto -	Ditto -	William Lynch -	William Lynch.
Ditto - -	82, Ditto -	Ditto -	Thomas Gotobed -	Thomas Gotobed.
Ditto -	83, Ditto -	Ditto -	William Blackburn -	Miss Blackburn.
Ditto - -	84, Ditto -	Ditto -	Mrs. Hailey - -	Nicholas Winsland.
Ditto -	85, Ditto -	Ditto -	{ David Jane Robertson - - }	John Sylvester, Benjamin Ferrey.
Ditto - -	86, Ditto -	Ditto -	Sir Robert H. Inglis, Baronet.	Edward Tribe.
Ditto - -	87, Ditto -	Ditto -	The Executors of Richard Perry.	Doctor Pidduck.
The Bedford Offices, Garden, and Porter's Lodge.	In Montague Street.	Ditto.		

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