shall be extended and applied to the Contracts of Composition continued under this Act, to all Intents and Purposes, as if the same had been herein repeated and re-enacted.

except in Cases where Parties shall give Notice to determine the same on the 5th April 1842.

II. Provided always, and be it enacted, That this Act shall not extend to the Contract or Composition of any Person who shall be desirous of determining the same on the Fifth Day of *April* One thousand eight hundred and forty-two, and who shall on or before the Tenth Day of *October* One thousand eight hundred and forty-one give Notice thereof in Writing to the Assessor or Collector of the Parish or Place, or to the Surveyor acting in the Execution of the Acts relating to the Duties of Assessed Taxes for the District in which such Composition shall be payable.

CAP. XXVII.

An Act to enable Her Majesty's Commissioners of Woods to complete the Contract for the Sale of *York House*, and to purchase certain Lands for a Royal Park. [21st *June* 1841.]

Lease to the Duke of York, 26th Oct. 1810.

'WHEREAS by Indenture or Letters Patent under the Seal of the Court of Exchequer, bearing Date the Twenty-sixth Day of *October* One thousand eight hundred and ten, and made between His Majesty King *George* the Third of the one Part, and His Royal Highness *Frederick* Duke of *York* and *Albany*, deceased, of the other Part, all that Ground enclosed with Brick Walls, theretofore Part of His Majesty's Park called *Saint James's Park*, and lying and being in or near the Parish of *Saint Martin-in-the-Fields* in the County of *Middlesex*, therein particularly mentioned, together with the Messuage and Buildings erected on Part thereof, and all that Piece or Parcel of Ground being Part of His Majesty's said Park, called the *Green Park*, therein also particularly mentioned, were demised unto the said Duke of *York* for the Terms and under the Rents in the said Indenture mentioned: And whereas by an Indenture bearing Date the Fourteenth Day of *November* One thousand eight hundred and eleven, and made between the said Duke of *York* of the one Part, and *Charles Greenwood*, *Richard Henry Cox*, and *Charles Hammersley* of the other Part, the said Hereditaments demised by the said Lease were assigned by the said Duke of *York* unto the said *Charles Greenwood*, *Richard Henry Cox*, and *Charles Hammersley*, for the Residue of the said Terms by the said Indenture of Lease granted, subject to a Proviso for Redemption thereof upon Transfer and Payment by the said Duke of *York*, his Heirs, Executors, or Administrators, to the Person or Persons, his, her, or their Heirs, Executors, Administrators, or Assigns, to whom as Principals or Securities the said *Charles Greenwood*, *Richard Henry Cox*, and *Charles Hammersley* were then bound or otherwise liable for the Transfer or Payment of any Principal Sums on account of

Mortgage, 14th Nov. 1811.

'of the said Duke of *York*, of all such Principal Sums as aforesaid, and of the Dividends and Interest to become due thereon, and also upon the said Duke of *York*, his Heirs, Executors, or Administrators, indemnifying the said *Charles Greenwood*, *Richard Henry Cox*, and *Charles Hammersley* as therein mentioned, and also upon Payment or Transfer by the said Duke of *York*, his Heirs, Executors, or Administrators, into the Names of the said *Charles Greenwood*, *Richard Henry Cox*, and *Charles Hammersley*, of all such Sums or Dividends as the said *Charles Greenwood*, *Richard Henry Cox*, and *Charles Hammersley* should at any Time thereafter, in consequence of their Liability, be called upon to transfer or pay, and should have actually transferred or paid, and also upon Payment by the said Duke of *York* to the said *Charles Greenwood*, *Richard Henry Cox*, and *Charles Hammersley* of all such Sums of Money as were then or might thereafter become due and owing from the said Duke of *York* to the said *Charles Greenwood*, *Richard Henry Cox*, and *Charles Hammersley*, with Interest for the same respectively after the Rate and as therein mentioned: And whereas by another Indenture of Lease bearing Date the Fourth Day of *May* One thousand eight hundred and twenty-four, and made between His Majesty King *George* the Fourth of the First Part, the then Commissioners of His Majesty's Woods, Forests, and Land Revenues of the Second Part, and the said Duke of *York* of the Third Part, firstly, all that Piece of Ground situate, lying, and being in or near the Parish of *Saint Martin-in-the-Fields* aforesaid, and on the South Side of a certain Place called the *Stable Yard*, within *Saint James's Palace*, and other the Hereditaments therein particularly mentioned; secondly, all that Piece or Parcel of Ground situate, lying, and being in or near the said Parish of *Saint Martin-in-the-Fields* aforesaid, on the East Side of the *Green Park* aforesaid, abutting and containing as in the said Indenture is mentioned, together with the Buildings thereon; thirdly, all that Piece or Parcel of Ground theretofore Part of the *Green Park* aforesaid, then lately enclosed from the said Park with Iron Rails, and then forming Part of the Garden of *York House*, situate, lying, and being on the East Side of the said Park, and within or near the said Parish of *Saint Martin-in-the-Fields*, abutting and containing as therein is mentioned (except as in the said Indenture is mentioned), were demised unto the said Duke of *York*, from the Tenth Day of *October* One thousand eight hundred and twenty-three, for the Term of Eighty-two and a Half Years, at the yearly Rents, and subject to the several Covenants, Provisoes, and Agreements thereby and therein reserved and contained: And whereas by an Indenture bearing Date the Third Day of *July* One thousand eight hundred and twenty-four, and made between the said Duke of *York* of the one Part, and the said *Charles Greenwood*, *Richard Henry Cox*, and *Charles Hammersley* of the other Part, the said Hereditaments demised by the aforesaid

Lease to the Duke of York, 4th May 1824.

Mortgage, 3d July 1824.

'Indenture

'Indenture of Lease of the Fourth Day of *May* One thousand 'eight hundred and twenty-four were assigned by the said 'Duke to the said *Charles Greenwood, Richard Henry Cox*, and '*Charles Hammersley* for the Residue then to come of the said 'Term of Eighty-two Years and a Half, for the further securing 'to the said *Charles Greenwood, Richard Henry Cox*, and *Charles* '*Hammersley*, their Executors, Administrators, and Assigns, 'the Sum and Sums of Money then secured or which might 'thereafter be secured under or by virtue of the herein-before 'recited Indenture of the Fourteenth Day of *November* One 'thousand eight hundred and eleven, and the Interest thereof, 'and also subject to such and the same Right, Title, and 'Equity of Redemption, in respect of the Ground, Buildings, 'and Premises therein-before mentioned to be thereby assigned, 'as the Capital Messuage and Premises comprised in the said 'Indenture of the Fourteenth Day of *November* One thousand 'eight hundred and eleven was then or at any Time there- 'after should be subject to, under or by virtue of such last- 'mentioned Indenture: And whereas by an Indenture bearing 'Date the Seventeenth Day of *March* One thousand eight 'hundred and twenty-six, and made between the said Duke of '*York* of the First Part, the said *Charles Greenwood, Richard* '*Henry Cox, and Charles Hammersley* of the Second Part, *Charles* '*Arbuthnot, William Dacres Adams*, and *Henry Dawkins*, the 'then Commissioners of His Majesty's Woods, Forests, and 'Land Revenues, of the Third Part, and His said Majesty 'King *George* the Fourth of the Fourth Part, it was witnessed, 'that in pursuance of the Agreement in that Behalf therein 'mentioned the said Duke of *York*, and the said *Charles Green-* 'wood, *Richard Henry Cox*, and *Charles Hammersley*, did sur- 'render unto His Majesty all those several Pieces or Parcels 'of Ground, with the several Erections and Buildings thereon, 'therein-before particularly mentioned and described, and all 'and singular other the Premises comprised in and demised by 'the said herein-before recited Indentures of Lease, with their 'Appurtenances, to the Intent that a new Lease might be 'granted by the Commissioners for the Time being of His 'Majesty's Woods, Forests, and Land Revenues, on behalf 'of His Majesty, to the said Duke of *York*, of the said several 'Pieces or Parcels of Ground therein-before mentioned and 'described, with the Messuage or Dwelling House and other 'Buildings which had been then thereon erected, and together 'with a certain additional Piece of Ground and Premises therein 'mentioned; and it was by the Indenture now in recital agreed 'between the said Duke of *York* and the said *Charles Green-* 'wood, *Richard Henry Cox*, and *Charles Hammersley*, that it 'should be lawful for the said Duke of *York* to assign the said 'Indenture of Lease so intended to be granted, and the Pre- 'mises therein comprised, for all or any Part of the Term of 'Ninety-nine Years, by way of Mortgage, to any Person or Per- 'sons whomsoever, for securing any Sum or Sums of Money not 'exceeding in the whole the Sum of Thirty thousand Pounds,

Surrender of Leases, 17th March 1826.

'with

'with Interest for the same, and that in the meantime and 'until such Mortgage should be made and executed (and 'subject to such Mortgage after the same should be made 'and executed) the said intended Lease, and the Premises 'therein comprised, should stand, remain, and be a good and 'valid Second Mortgage and Security, and should be assigned 'unto the said *Charles Greenwood*, *Richard Henry Cox*, and '*Charles Hammersley*, by way of Mortgage, for the Sum of 'Thirty thousand Pounds, Part of the Sum of Money therein 'mentioned to be then remaining due to them, with Interest 'for the same, as therein mentioned: And whereas by an 'Indenture of Lease bearing Date the Eighteenth Day of '*March* One thousand eight hundred and twenty-six, and made 'between His said Majesty King *George* the Fourth of the First 'Part, the said *Charles Arbuthnot*, *William Dacres Adams*, and '*Henry Dawkins*, as such Commissioners as aforesaid, of the 'Second Part, and the said Duke of *York* of the Third Part, 'all the said Ground and Premises mentioned and comprised 'in the several Indentures of Lease herein-before mentioned, 'and also the additional Piece of Ground by the Description 'therein mentioned, and the Messuage and other Buildings 'and Hereditaments therein also mentioned, (except and re-'served as therein is mentioned,) were demised to the said 'Duke of *York*, his Executors, Administrators, and Assigns, 'from the Tenth Day of *October* One thousand eight hundred 'and twenty-five for the Term of Ninety-nine Years, at the 'yearly Rents and subject to the Covenants and Agreements 'therein reserved and contained, and on the Part of the 'Tenants or Lessees thereof to be observed and performed:

New Lease to the Duke of York, 18th March 1826.

'And whereas by an Indenture bearing Date the Seventeenth 'Day of *May* One thousand eight hundred and twenty-six, and 'made or expressed to be made between the said Duke of *York* 'of the one Part, and Sir *Coutts Trotter* Baronet and *Edward* '*Marjoribanks* of the other Part, the said Piece or Parcel of 'Ground, Messuage or Tenement, and Premises comprised in 'and demised by the said Indenture of Lease of the Eighteenth 'Day of *March* One thousand eight hundred and twenty-six, 'were demised by the said Duke unto the said Sir *Coutts Trot-*'*ter* and *Edward Marjoribanks*, their Executors, Administrators, 'and Assigns, from the Tenth Day of *October* One thousand 'eight hundred and twenty-five for the Term of Ninety-eight 'Years then next ensuing, subject nevertheless to a Proviso 'therein contained for Redemption of the said Hereditaments 'on Payment by the said Duke, his Heirs, Executors, or Admi-'nistrators, unto the said Sir *Coutts Trotter* and *Edward Marjo-*'*ribanks*, of the Sum of Thirty thousand Pounds, and Interest 'for the same after the Rate and on or at the Days and Times 'and in Manner therein mentioned: And whereas the said Duke 'of *York* signed a Memorandum in Writing, bearing Date the 'Tenth Day of *July* One thousand eight hundred and twenty-'six, and thereby (after stating that the Lords Commissioners of 'His Majesty's Treasury had advanced him the Two several

Mortgage, 17th May 1826.

Agreement, 10th July 1826.

'Sums

'Sums of Ten thousand Pounds) did engage, upon Request, 'to execute a Security for those Two Sums on his House and 'Premises in the *Stable Yard*, payable at the End of Six Months 'from the Date thereof, with Interest at Five *per Centum*; and 'he did further agree, that in case their Lordships should pay 'off the existing Mortgage of Thirty thousand Pounds, and 'advance him the further Sums necessary to the Completion 'of his said House, and on Security thereof, that he would 'enter into an Engagement, in case he should be disposed to 'part with the same before the Money to be secured thereon 'should be paid off, but not otherwise, to give them the 'Option of purchasing, at a Valuation of Two indifferent Per-'sons, One to be chosen by each Party; and also, that in case 'he should not pay off the Money so to be secured in his Life-'time, then that his Representatives should offer his said House 'and Premises to the said Lords Commissioners for Sale upon 'the same Terms: And whereas the said Lords Commissioners 'advanced to the said Duke of *York* divers other Sums of Mo-'ney, and for which Advances the said Duke of *York* signed Re-'ceipts, thereby acknowledging that he had received the same 'Sums respectively from the Lords Commissioners of His Ma-'jesty's Treasury on account of the Sum they had agreed to 'advance him for the Completion of his House in the *Stable* '*Yard*, and for which he thereby acknowledged he was to give 'them Security thereon: And whereas the said Duke of *York* Will, 26th De-'duly made and published his last Will and Testament in Writ-cember 1826. 'ing, bearing Date on or about the Twenty-sixth Day of '*December* One thousand eight hundred and twenty-six, and 'thereof appointed Sir *Herbert Taylor* and Sir *Benjamin Charles* '*Stephenson* Executors; and the said Duke died on the Fifth Death, 'Day of *January* One thousand eight hundred and twenty-seven 5th Jan. 1827. 'without having revoked or altered his said Will, which was 'proved by the said Sir *Herbert Taylor* and Sir *Benjamin* '*Charles Stephenson* in the Prerogative Court of the Archbishop 'of *Canterbury*: And whereas no Assignment by way of Mort-'gage for securing the said last-mentioned Sum of Thirty 'thousand Pounds and Interest upon the said Mansion and 'Premises comprised in and demised by the herein-before 'recited Indenture of the Eighteenth Day of *March* One 'thousand eight hundred and twenty-six, pursuant to the 'Declaration for that Purpose contained in the herein-before 'recited Indenture of the Seventeenth Day of *March* One 'thousand eight hundred and twenty-six, was made to the 'said *Charles Greenwood*, *Richard Henry Cox*, and *Charles* '*Hammersley*, or any of them: And whereas by an Indenture Assignment 'bearing Date the Thirty-first Day of *March* One thousand of Mortgage, 31st March 'eight hundred and twenty-seven, and made between the said 1827. 'Sir *Coutts Trotter* and *Edward Marjoribanks* of the First Part, 'the said *Charles Arbuthnot*, *William Dacres Adams*, and *Henry* '*Dawkins* of the Second Part, and the King's most Excellent 'Majesty of the Third Part, after reciting the herein-before 'recited Indenture of Lease of the Eighteenth Day of *March* 'One thousand eight hundred and twenty-six, and the herein-

'before

'before recited Indenture of the Seventeenth Day of *May* One 'thousand eight hundred and twenty-six; and that the said 'Principal Sum of Thirty thousand Pounds remained due upon 'the Security of the herein-before recited Indenture of Mort- 'gage, with Interest for the same from the Day of the Date of 'the said Indenture of Mortgage, in consideration of the Sum 'of Thirty-one thousand one hundred and sixteen Pounds 'Nineteen Shillings and Eight-pence to the said Sir *Coutts* 'Trotter and *Edward Marjoribanks* paid by the said *Charles* 'Arbuthnot, *William Dacres Adams*, and *Henry Dawkins* out of 'the Monies in their Hands arising from the Land Revenues 'of the Crown, the said Sir *Coutts Trotter* and *Edward Marjori-* 'banks did assign unto the said *Charles Arbuthnot, William Dacres* 'Adams, and *Henry Dawkins*, their Executors, Administrators, 'and Assigns, the said Hereditaments comprised in and demised 'by the said Indenture of Mortgage of the Seventeenth Day of 'May One thousand eight hundred and twenty-six, unto the 'said *Charles Arbuthnot, William Dacres Adams*, and *Henry* 'Dawkins, their Executors, Administrators, and Assigns, for 'all the Residue of the said Term of Ninety-eight Years by the 'said Indenture of Mortgage granted therein as aforesaid, 'subject nevertheless to the same or the like Right and 'Benefit of Redemption as the said Premises were then subject 'to under or by virtue of the said Indenture of Mortgage; 'and the said Sir *Coutts Trotter* and *Edward Marjoribanks* did 'also assign unto the said *Charles Arbuthnot, William Dacres* 'Adams, and *Henry Dawkins*, their Executors, Administrators, 'and Assigns, the said Sum of Thirty thousand Pounds, so 'secured to them by the said Indenture of Mortgage of the 'Seventeenth Day of *May* One thousand eight hundred and 'twenty-six, and all Interest then due and payable or to become 'due and payable for or in respect of the same, upon Trust for 'the King's Majesty, His Heirs and Successors: And whereas 'by a Warrant under the Hands of Three of the Commissioners 'of His Majesty's Treasury, bearing Date the Eleventh Day of 'December One thousand eight hundred and twenty-seven, di- 'rected to the Commissioners of His Majesty's Woods, Forests, 'and Land Revenues, the said Commissioners of the Treasury 'authorized and required the said Commissioners of Woods, 'Forests, and Land Revenues to purchase, at the Price of 'Eighty-one thousand nine hundred and thirteen Pounds, the 'aforesaid Crown Lease dated the Eighteenth Day of *March* 'One thousand eight hundred and twenty-six and the Premises 'in the said Lease comprised, and to cause the said Lease and 'Premises to be vested in a Trustee for His Majesty, in order 'that such Trustee might thereafter assign the said Lease and 'Premises as the Commissioners for the Time being of His Ma- 'jesty's Treasury should direct: And whereas the said *Charles* 'Arbuthnot, *William Dacres Adams*, and *Henry Dawkins*, as such 'Commissioners as aforesaid, agreed with the said Sir *Herbert* 'Taylor and Sir *Benjamin Charles Stephenson* (as such Executors 'as aforesaid) for the Purchase of the said Premises comprised 'in and demised by the said Indenture of Lease of the

Treasury Warrant, 11th Dec. 1827.

'Eighteenth Day of *March* One thousand eight hundred and 'twenty-six, for the Sum of Eighty-one thousand nine hundred 'and thirteen Pounds, being the Value put upon the same Pre- 'mises by Two Referees respectively appointed to value the 'same on the Part of the said Commissioners of His Majesty's 'Woods, Forests, and Land Revenues and of the said Executors 'of the said Duke of *York:* And whereas, on or about the Contract of Sale, 14th Feb. 1828. 'Fourteenth Day of *February* One thousand eight hundred and 'twenty-eight, the said *Charles Arbuthnot*, *William Dacres Adams*, 'and *Henry Dawkins*, as such Commissioners as aforesaid, in 'obedience to a Warrant from the said Commissioners of the 'Treasury, contracted with the late Duke of *Sutherland* for 'Sale to him, for the Sum of Seventy-two thousand Pounds, 'of the said Mansion and Premises which had been so agreed 'to be purchased by them of the Executors of the said Duke 'of *York*, as from the Twenty-fifth Day of *March* One thousand 'eight hundred and twenty-eight: And whereas on or about Bill in Chancery, 31st Jan. 1827. 'the Thirty-first Day of *January* One thousand eight hundred 'and twenty-seven the said *Charles Greenwood*, *Richard Henry* '*Cox*, and *Charles Hammersley* filed their Bill in the High 'Court of Chancery on behalf of themselves and all other the 'Creditors of the said Duke of *York* who should come in and 'contribute to the Expence of the said Suit against the said 'Sir *Herbert Taylor* and Sir *Benjamin Charles Stephenson* (as 'such Executors as aforesaid), and against Her Royal High- 'ness the Princess *Sophia*, the said *Charles Greenwood*, *Richard* 'Henry *Cox*, and *Charles Hammersley* thereby claiming to be 'paid out of the Personal Estate of the said Duke of *York* '(amongst other Sums) the said Sum of Thirty thousand 'Pounds, which was so due and owing to them the said *Charles* 'Greenwood, *Richard Henry Cox*, and *Charles Hammersley* at 'the Time of the Decease of the said Duke of *York*, as herein- 'before is recited, with an Arrear of Interest thereon: And 'whereas a Decree hath been made in the said Suit for taking 'the usual Accounts of the Estate and Effects of the said Duke 'of *York*, and the said Suit is still pending: And whereas the Death of Mr. Greenwood, 25th Jan. 1832. 'said *Charles Greenwood* departed this Life on or about the 'Twenty-fifth Day of *January* One thousand eight hundred 'and thirty-two, having duly made and published his last Will 'and Testament in Writing, bearing Date on or about the 'Twenty-sixth Day of *November* One thousand eight hundred 'and thirty, whereby he appointed the said *Charles Hammer-* 'sley the sole Executor thereof; and the same was duly proved 'by the said *Charles Hammersley* in the Prerogative Court of 'the Archbishop of *Canterbury* on the Third Day of *March* 'One thousand eight hundred and thirty-two: And whereas, 'before filing of the Bill in Chancery next herein-after recited, 'the Right and Interest of the said *Charles Greenwood* in and 'to the said Sum of Thirty thousand Pounds and Interest 'secured to the said *Charles Greenwood*, *Richard Henry Cox*, 'and *Charles Hammersley* as aforesaid, and the said Security for 'the same, became vested in the said *Richard Henry Cox* and

'*Charles Hammersley*, as surviving Partners of the said *Charles* '*Greenwood*: And whereas on or about the Ninth Day of *Feb-* Bill in Chancery, 9th Feb. 1832. '*ruary* One thousand eight hundred and thirty-two the said '*Richard Henry Cox* and *Charles Hammersley* filed another Bill 'in the High Court of Chancery against the said *Charles Ar-* 'buthnot, *William Dacres Adams*, and *Henry Dawkins*, Sir *Her-* 'bert Taylor, and Sir *Benjamin Charles Stephenson*, the said 'Duke of *Sutherland*, and His Majesty's Attorney General, in 'order that it might be declared that by virtue of the Declara- 'tion to that Effect contained in the said Indenture of the 'Seventeenth Day of *March* One thousand eight hundred and 'twenty-six the said Sum of Thirty thousand Pounds and 'Interest so due to the said *Richard Henry Cox* and *Charles* '*Hammersley* as aforesaid was charged as a Second Mortgage 'or Security on the said Premises comprised in the said In- 'denture of Lease of the Eighteenth Day of *March* One thou- 'sand eight hundred and twenty-six for the Term thereby Decree, 25th July 1834. 'demised, and otherwise as therein mentioned: And whereas 'by a Decree made in the last-mentioned Cause by the Master 'of the Rolls on the Twenty-fifth Day of *July* One thousand 'eight hundred and thirty-four it was ordered, by the Consent 'of all Parties to the said Suit, and His Majesty's Attorney 'General, by his Counsel, informing the Court, amongst other 'things, that the Lords Commissioners of His Majesty's Trea- 'sury, on behalf of His Majesty, were desirous of paying off 'the Principal, Interest, and Costs therein-after directed, upon 'the Terms and Conditions therein-after mentioned, and to 'provide the necessary Funds for that Purpose, and had 'directed the Commissioners of His Majesty's Woods, Forests, 'Land Revenues, Works, and Buildings, on behalf of His 'Majesty, out of the Funds of that Department, to advance 'and pay the same accordingly, it was ordered that the Com- 'missioners of His Majesty's Woods, Forests, Land Revenues, 'Works, and Buildings for the Time being, on behalf of His 'Majesty, should be at liberty to pay the Thirty thousand 'Pounds and Interest to the Plaintiffs in discharge of the Assignment, 18th June 1835. 'Mortgage in the Pleadings mentioned: And whereas by an 'Indenture bearing Date the Eighteenth Day of *June* One 'thousand eight hundred and thirty-five, and made or ex- 'pressed to be made between the said *Richard Henry Cox* and '*Charles Hammersley* of the First Part, the said *Charles Ham-* 'mersley of the Second Part, *John William* Baron *Duncannon*, 'Sir *Benjamin Charles Stephenson*, and *Alexander Milne* of the 'Third Part, His Majesty's Attorney General of the Fourth 'Part, and the said Sir *Herbert Taylor* and Sir *Benjamin* '*Charles Stephenson* of the Fifth Part, after reciting, amongst 'other Things, to the Effect herein-before recited, and that 'there was then due in respect of the Interest which had ac- 'crued on the said Sum of Thirty thousand Pounds, by the said 'Decree ordered to be paid as aforesaid, the Sum of Thirteen 'thousand eight hundred and seventy-five Pounds, and which 'Sum of Thirteen thousand eight hundred and seventy-five

'Pounds and the said Sum of Thirty thousand Pounds 'amounted together to the Sum of Forty-three thousand eight 'hundred and seventy-five Pounds, and that in pursuance of 'the said Decree, and of such Direction of the said Lords 'Commissioners of His Majesty's Treasury as aforesaid, they 'the said *John William* Baron *Duncannon*, Sir *Benjamin Charles* '*Stephenson*, and *Alexander Milne*, as such Commissioners as 'aforesaid, had, out of the Funds of the Crown in their De-'partment, paid to the said *Richard Henry Cox* and *Charles* '*Hammersley*, with the Privity and Approbation of the said '*Charles Hammersley*, as such Executor as aforesaid, the Sum of 'Forty-three thousand eight hundred and seventy-five Pounds 'in full for all Monies due on the Security of the said Indenture 'of the Seventeenth Day of *March* One thousand eight hundred 'and twenty-six, it was by the said Indenture now in recital wit-'nessed, that in obedience to the said Decree the said *Richard* '*Henry Cox* and *Charles Hammersley*, by the Direction of the 'Attorney General, did assign unto the said *John William* Baron '*Duncannon*, Sir *Benjamin Charles Stephenson*, and *Alexander* '*Milne* the said Principal Sum of Thirty thousand Pounds so 'secured by the Declaration contained in the said Indenture of 'the Seventeenth Day of *March* One thousand eight hundred 'and twenty-six, and all Interest then due or thereafter to 'become due thereon, in Trust for the King's Majesty, His 'Heirs and Successors, and did also assign unto the said *John* '*William* Baron *Duncannon*, Sir *Benjamin Charles Stephenson*, 'and *Alexander Milne* the said Mansion and Premises com-'prised in the said Indenture of the Eighteenth Day of *March* 'One thousand eight hundred and twenty-six, for all the Term 'of Years, Estate, and Interest to which, under or by virtue of 'the said Indenture of the Seventeenth Day of *March* One 'thousand eight hundred and twenty-six, or otherwise, the said '*Richard Henry Cox* and *Charles Hammersley* were entitled 'therein, subject to the said Indenture of Mortgage to the said 'Sir *Coutts Trotter* and *Edward Marjoribanks*, for securing the 'said Sum of Thirty thousand Pounds, and also subject to 'such Title and Equity of Redemption as the said Premises 'were then subject or liable to under or by virtue of the said 'Indenture of the Seventeenth Day of *March* One thousand 'eight hundred and twenty-six, in Trust for the King's Ma-'jesty, His Heirs and Successors: And whereas no Part of the 'several Sums of Money advanced by the Commissioners of the 'Treasury to the said Duke of *York*, or which were advanced 'for the Purpose of paying off the said Mortgages or Charges 'as aforesaid, has yet been paid: And whereas the said Sir '*Herbert Taylor* and the said Sir *Benjamin Charles Stephenson* 'have both departed this Life: And whereas the said late 'Duke of *Sutherland* by his Will (which was duly proved in 'the Prerogative Court of *Canterbury*), after certain specific 'Bequests, gave all his residuary Personal Estate to his Son '*George Granville* now Duke and Earl of *Sutherland*, and 'appointed him sole Executor of his said Will: And whereas

'no Account hath been agreed on between the personal Representatives of the said Duke of *York* and the Crown of the Monies due from the Estate of the said Duke of *York* in respect of the Rent of the said Leasehold Premises, and for the Principal Monies and Interest advanced by the Crown to the said Duke of *York*, and for the paying off the said Mortgages or Charges as aforesaid, and for the Principal Monies and Interest payable by the Crown to the personal Representatives of the Duke of *York*, under the aforesaid Contract, for the Purchase of the aforesaid Crown Lease of the Eighteenth Day of *March* One thousand eight hundred and twenty-six, so agreed to be purchased for the Sum of Eighty-one thousand nine hundred and thirteen Pounds, and the Accounts between the personal Representatives of the said Duke of *York* and the Crown cannot be finally adjusted until the said Accounts shall have been taken, under the Sanction of the Court of Chancery in the said first-mentioned Suit: And whereas in the said Contract so entered into with the said late Duke of *Sutherland* it was agreed that until the said Contract should be completed the said Sum of Seventy-two thousand Pounds should be invested in the Purchase of Exchequer Bills on the Account and for the Benefit of the Crown, and that the said late Duke of *Sutherland* should be let into Possession of the said Capital Messuage and Hereditaments comprised in the said Lease, and accordingly the said Sum of Seventy-two thousand Pounds was so invested, and the late Duke of *Sutherland* was thereupon let into the Possession of the said Capital Messuage and Premises: And whereas by reason of the said Accounts between the Crown and the personal Representatives of the said Duke of *York* not having been adjusted the said Contract for the Purchase of the aforesaid Lease, and the Sale thereof in pursuance of the said Contract of the Fourteenth Day of *February* One thousand eight hundred and twenty-eight, cannot now be completed, but on the Part of the Crown a large Balance is claimed to be due to the Crown, after making Allowance for all Monies due from the Crown to the Estate of the said Duke of *York*: And whereas it is expedient that the said Contract for the Sale of the said Leasehold Mansion and Premises so entered into with the late Duke of *Sutherland* should be forthwith completed, and that the Monies to arise from the Sale of the Exchequer Bills wherein the said Sum of Seventy-two thousand Pounds was invested, and all Accumulations thereof, should be applicable, as after mentioned, to the Purchase of certain Lands for a Royal Park:' Now therefore may it 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 it shall be lawful for Her Majesty's Commissioners of Woods, Forests, Land Revenues, Works, and Buildings for the Time being, by the Direction of the Lord High Treasurer

Commissioners of Woods may assign the Lease of York

Treasurer or the Commissioners for executing the Office of Lord High Treasurer of the United Kingdom of *Great Britain* and *Ireland*, or any Three or more of them, for the Time being, to complete the said Contract so entered into with the said late Duke of *Sutherland*, and for that Purpose to assign unto the said *George Granville* now Duke and Earl of *Sutherland*, as such Executor as aforesaid of the said late Duke of *Sutherland*, or unto other the personal Representative or Representatives of the said late Duke of *Sutherland* for the Time being, the said Capital Messuage or Tenement and other the Hereditaments and Premises comprised in the aforesaid Crown Lease of the Eighteenth Day of *March* One thousand eight hundred and twenty-six, for all the Residue which shall be to come of the Term of Ninety-nine Years thereby created, subject to the Payment of the Rent and Observance and Performance of the Covenants and Agreements in the same Indenture of Lease reserved and contained, and on the Part of the Lessee to be paid, observed, and performed, as from the said Twenty-fifth Day of *March* One thousand eight hundred and twenty-eight, but freed and discharged from all Estate, Right, Interest, Lien, Claim, or Demand therein or thereupon by the personal Representative or personal Representatives for the Time being of the said Duke of *York*, or any Person or Persons interested or to be interested in the Administration of his Estate and Effects, on receiving the said Exchequer Bills, and all Accumulations thereon, and all Exchequer Bills wherein the same may have been invested; and the Acknowledgments of Her said Majesty's Commissioners of Woods, Forests, Land Revenues, Works, and Buildings of the Receipt of the said Exchequer Bills and Monies shall be a sufficient Discharge to the said *George Granville* Duke and Earl of *Sutherland*, his Executors, Administrators, or Assigns, or other the personal Representative or Representatives of the said late Duke of *Sutherland*, to whom the said Premises shall be assigned, and also to all and every Persons and Person in whose Possession, Custody, or Power the said Exchequer Bills and Monies are or shall be.

House to the Duke of Sutherland.

II. And be it enacted, That it shall be lawful for all Persons in whom the said Messuage or Tenement and Premises comprised in the said Crown Lease of the Eighteenth Day of *March* One thousand eight hundred and twenty-six, or any Parts thereof, or any Interest therein, are or is or shall be vested, in Trust for the Crown, and they and he are and is hereby directed and required, to join in any Assignment of the said Crown Lease, as Her Majesty's Commissioners of Woods, Forests, Land Revenues, Works, and Buildings shall order or direct; and that after such Assignment by the said Commissioners, and by such Trustees or Trustee for the Crown as aforesaid, and without any Assignment by the personal Representative or personal Representatives of the said Duke of *York*, the said Capital Messuage and Premises shall be absolutely and vested at Law in Equity in the said Duke of *Sutherland*, or other the Person or Persons to whom the said Capital Messuage

Assignment by Trust.

and Hereditaments shall be so assigned by the said Commissioners as aforesaid, for all the Residue which shall be to come of the said Term of Ninety-nine Years created by the said Indenture of Lease of the Eighteenth Day of *March* One thousand eight hundred and twenty-six, freed from all Claim and Demand whatsoever of or by the personal Representative or personal Representatives of the said Duke of *York*, or of or by any Persons or Person interested or to be interested in the Administration of the Estate and Effects of the said Duke of *York*, and also freed and discharged from all Claims and Demands whatsoever of Her Majesty, Her Heirs and Successors (other than and in respect of the Rent, Covenants, Provisoes, or Agreements in the said Indenture of Lease reserved and contained, and on the Tenant's or Lessee's Part to be paid and performed, from and subsequent to the said Twenty-fifth Day of *March* One thousand eight hundred and twenty-eight): Provided nevertheless, that notwithstanding any such Assignment so to be made to the said *George Granville* now Duke and Earl of *Sutherland*, or other the personal Representative or Representatives of the said late Duke of *Sutherland* as aforesaid, or any thing herein contained, the Rights or Interests of Her Majesty, Her Heirs or Successors, as against the Estate and Effects of the said Duke of *York*, and any Lien or Charge for the Payment of any Monies which are due or may ultimately be found due from the Estate and Effects of the said Duke of *York*, on taking such Accounts as aforesaid, shall in all respects (except as against the said *George Granville* Duke and Earl of *Sutherland*, or other the Person or Persons to whom such Assignment as aforesaid shall be made, and his, her, or their Executors, Administrators, or Assigns,) remain as if the said Assignment had not been made; and that the said Assignment so to be made as aforesaid shall not (except as against the said *George Granville* Duke and Earl of *Sutherland*, or other the Person or Persons to whom such Assignments as aforesaid shall be made, and his, her, or their Executors, Administrators, and Assigns,) in anywise prejudice the Rights or Interests of the personal Representative or personal Representatives of the said Duke of *York*, or of any Person or Persons interested or to be interested in the Administration of the Estate and Effects of the said Duke of *York*, to any Monies which may be due from Her Majesty under the aforesaid Contract for the Purchase of the said Crown Lease; and that all Monies, if any, which may on a Balance of Accounts be found due from Her Majesty, Her Heirs or Successors, to the Estate of the said Duke of *York*, shall be no longer charged and chargeable on the aforesaid Crown Lease of the Eighteenth Day of *March* One thousand eight hundred and twenty-six, or the Messuage and Premises thereby demised, or any Part thereof, but all such Monies (if any) shall be chargeable and charged on the other Hereditary Land Revenue of the Crown, and shall be paid by Her Majesty's Commissioners of Woods, Forests, Land Revenues, Works, and Buildings out of any Monies which

which may from Time to Time be at their Disposal; and that as regards the said Accounts between the Crown and the Estate of the said Duke of *York*, the same shall be taken and adjusted in all respects as if the said Crown Lease had not been assigned in pursuance of the Provisions of this Act, and as if this Act had not passed.

Purchase of Lands for a Royal Park in Parishes of Hackney, &c.

III. And be it enacted, That Her Majesty's Commissioners of Woods, Forests, Land Revenues, Works, and Buildings for the Time being may, by the Direction of the Lord High Treasurer, or the Commissioners for executing the Office of Lord High Treasurer, or any Three or more of them, for the Time being, lay out all or any Part of the Money to arise from the Sale of the said Exchequer Bills to be received as aforesaid on the Assignment of the said Messuage and Hereditaments to be assigned as aforesaid in the Purchase of certain Lands or Hereditaments containing about Two hundred and ninety Acres, with the several Houses and Buildings thereon, situate in the Parishes of *Saint John Hackney*, *Saint Matthew Bethnal Green*, and *Saint Mary Stratford-le-Bow*, or some or One of them, bounded on or towards the South-east by the *Stour* Navigation, otherwise Sir *George Duckett*'s Canal; on or toward the North-east by a Lane or Road called "The *Old Ford Lane*, or *Wick Lane*;" on or towards the North by *Hackney Wick*; on or towards the North-west by *Grove Street Lane* and *Grove Street*, *Valentine Corner*, and by Lands belonging to Sir *John Cass*'s Charity and *Saint Thomas*'s Hospital; on or towards the West by Lands late the Property of *Nathaniel Fenn*, *John Scott*, and others, and by the Regent's Canal; and including also a Piece or Parcel of Ground, with certain Erections and Buildings thereon, situate on or towards the South or South-west Side of the Regent's Canal, and called or known by the Name of *Bonners Hall Field*; and such Lands and Hereditaments, when purchased, shall be conveyed and assured to Her Majesty, Her Heirs and Successors, and when so conveyed shall for ever thereafter be taken and be a Royal Park, by the Name of "*Victoria Park*," and Part and Parcel of the Possessions and Land Revenues of Her Majesty in right of the Crown; and all Laws, Provisions, and Regulations now in force or hereafter to be in force with respect to Royal Parks shall be taken to extend and apply to such Park, except that Her Majesty's Commissioners of Woods, Forests, Land Revenues, Works, and Buildings for the Time being may, in such Manner as by Law is provided with regard to the Hereditary Revenues of the Crown (not being Royal Parks), lease any Part of the said Royal Park, not exceeding in the whole One Fourth Part, for the Purposes of the same being used as Sites for Dwelling Houses or ornamental Buildings, and the Offices and Gardens thereto to be annexed; and that all and whatsoever the Powers and Provisions with regard to Leases to be granted by Her Majesty's Commissioners of Woods, Forests, Land Revenues, Works, and Buildings, of the Hereditary Revenues of the

Crown, shall extend to such Part or Parts of the said Park so to be leased as aforesaid.

For laying out, planting, &c. the Park.

IV. And be it enacted, That the said Commissioners of Woods, Forests, Land Revenues, Works, and Buildings may, by and out of the aforesaid Monies, by such Direction as is before mentioned with regard to such Purchase as aforesaid, lay out, plant, and enclose the said Park, and build any Lodge or Lodges or other ornamental Buildings therein, and in such Manner as they shall think fit, and may cause any of the Buildings which shall be on the Hereditaments so to be purchased to be pulled down, and apply the Produce of the Sale of the Materials in any of the Purposes aforesaid.

Application of Surplus.

V. And be it enacted, That as regards the Surplus of any Monies to arise from the said Exchequer Bills, and which may not be applied for the Purposes aforesaid, the same shall be applied in the same Manner as Monies arising from the Income of the Land Revenues of the Crown are by Law applicable.

Powers of 10 G. 4. c. 50. and 2 & 3 W. 4. c. 1. extended to this Act.

VI. And be it enacted, That all and singular the Powers and Provisions for enabling incapacitated Persons and Bodies Politic or Corporate to sell and convey to Her Majesty, Her Heirs and Successors, and the Provisions as to the Exemptions from Stamp Duty, which are contained or referred to in and by an Act passed in the Tenth Year of the Reign of His Majesty King *George* the Fourth, intituled *An Act to consolidate and amend the Laws relating to the Management and Improvement of His Majesty's Woods, Forests, Parks, and Chases; of the Land Revenue of the Crown within the Survey of the Exchequer in* England; *and of the Land Revenue of the Crown in* Ireland; *and for extending certain Provisions relating to the same to the Isles of* Man *and* Alderney, or in and by another Act passed in the Second Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for uniting the Office of the Surveyor General of His Majesty's Works and Public Buildings with the Office of the Commissioners of His Majesty's Woods, Forests, and Land Revenues; and for other Purposes relating to the Land Revenues,* or any of them, shall be taken to extend and apply to any Lands or Hereditaments which it may be necessary to purchase or lease under the Powers of this Act, and to all Deeds, Agreements, or other Contracts whatsoever which may be made in pursuance of the Powers of this Act.

CAP. XXVIII.

An Act to prevent Plaintiffs in certain frivolous Actions from obtaining their full Costs of Suit.

[21st *June* 1841.]

3 & 4 Vict. c. 24.

'WHEREAS by an Act passed in the last Session of Parliament, intituled *An Act to repeal Part of an Act of the Forty-third Year of the Reign of Queen* Elizabeth, *intituled* 'An 'Act to avoid trifling and frivolous Suits in Law in Her Majesty's 'Courts in Westminster,' *and of an Act of the Twenty-second and* 'Twenty-