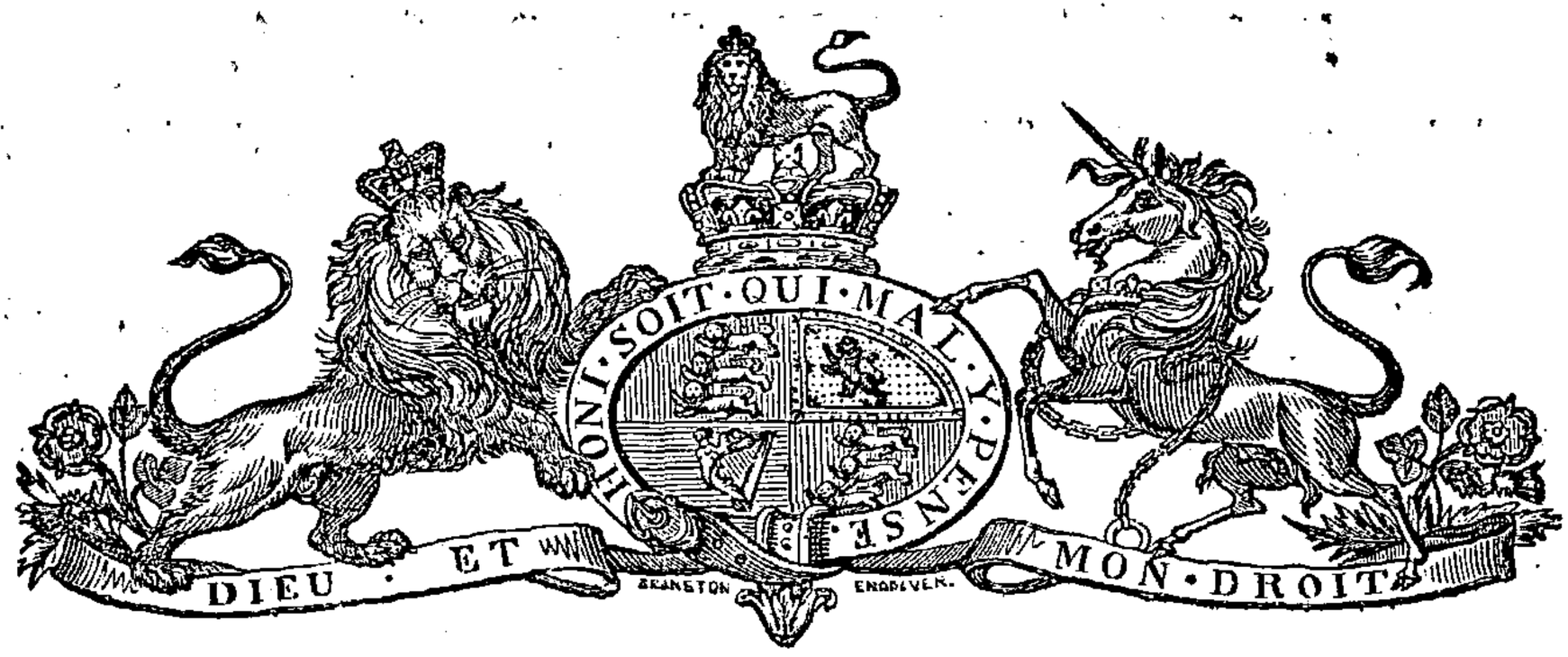


ANNO QUINTO

VICTORIÆ REGINÆ.

Sess. 2.

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and duly attested by Three Witnesses, gave and devised unto *Broome Philips Witts* of *Brunswick Square*, Esquire, (by the Name of *Broome Phillips Witts*,) and *John Rogers*, then late of *Saint Swithin's Lane*, but then of *Streatham Elms* in the County of *Surrey*, Esquire, all his reversionary Estate and Interest, Right and Title, of, in, and to all those several Freehold Messuages or Tenements and Hereditaments situate in the Parishes of *Saint Bennetts Sherehog* and *Allhallows Staining* in the City of *London*, expectant on the Decease of himself the said Testator and his Wife (*Amelia London Witts*), and Failure of Issue between them, and the several Fee Farm Rents issuing out of the same Premises, and some Time since purchased by him, and all and singular other his Real Estates, whatsoever and wheresoever, in Possession, Reversion, Remainder, or Expectancy, which were settled by him on his Marriage with his said Wife, to hold the same, with the Appurtenances, unto the said *Broome Phillips Witts* and *John Rogers*, and their Heirs, to the Uses, and for the several Ends, Intents, and Purposes, and subject to the Powers and Provisoes, therein-after limited, expressed, and declared of and concerning the same; (that is to say,) to the Use of the Reverend *Francis Edward Witts* (eldest Son of his the said Testator's then late Brother *Edward Witts*) and his Assigns, for and during the Term of the natural Life of him the said *Francis Edward Witts*, without Impeachment of or for any Manner of Waste (other than voluntary Waste, in suffering Houses and Buildings to fall down or be in decay without rebuilding or repairing the same); and from and after the Determination of that Estate, by Forfeiture or otherwise, in his Lifetime, to the Use of the said *Broome Phillips Witts* and *John Rogers*, and their Heirs, during the Life of the said *Francis Edward Witts*, in Trust to preserve the contingent Remainders therein-after limited from being defeated or destroyed, yet nevertheless to permit and suffer the said *Francis Edward Witts* and his Assigns to receive and take the Rents and Profits thereof during his Life; and from and immediately after the Decease of the said *Francis Edward Witts*, to the Use of *Edward Francis Witts* (Son of his the said Testator's said Nephew *Francis Edward Witts*) and his Assigns, for and during the Term of the natural Life of him the said *Edward Francis Witts*, without Impeachment of or for any Manner of Waste (other than as aforesaid); and after the Determination of that Estate, by Forfeiture or otherwise, in his Lifetime, to the Use of the said *Broome Phillips Witts* and *John Rogers*, and their Heirs, during the Life of the said *Edward Francis Witts*, in Trust to preserve the contingent Remainders therein-after limited from being defeated or destroyed, yet nevertheless to permit and suffer the said *Edward Francis Witts* and his Assigns to receive and take the Rents and Profits thereof during his Life; and immediately from and after the Decease of the said *Edward Francis Witts*, to the Use of the First Son of the Body of the said *Edward Francis Witts* lawfully to be begotten, and the Heirs Male of the Body of such First Son lawfully issuing; and for default of such Issue to the Use of the Second, Third, and all and every other the Son and Sons of the Body of the said *Edward Francis Witts* lawfully to be begotten, and the Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing; the eldest of such Sons and the Heirs Male of his Body to be preferred and to take

before the younger of such Sons and the Heirs Male of his Body; and in default of such Issue to the Use of all and every other the Son and Sons of the Body of the said *Francis Edward Witts* lawfully to be begotten, and the Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing, if any, the eldest of such Sons and the Heirs Male of his Body to be preferred and to take before the younger of such Sons and the Heirs Male of his Body; and in default of such Issue to the Use of his (the said Testator's) Nephew Captain *John Witts* and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste (other than as aforesaid); and from and after the Determination of that Estate, by Forfeiture or otherwise, in his Lifetime, to the Use of the said *Broome Phillips Witts* and *John Rogers*, and their Heirs, during the Life of the said *John Witts*, in Trust to preserve the contingent Remainders therein-after limited from being defeated or destroyed, yet nevertheless to permit and suffer his the said Testator's said Nephew *John Witts* and his Assigns to receive and take the Rents and Profits thereof during his Life; and immediately from and after the Decease of his the said Testator's Nephew *John Witts*, to the Use of the First Son of the Body of his the said Testator's said Nephew *John Witts* lawfully to be begotten, and the Heirs Male of the Body of such First Son lawfully issuing; and in default of such Issue to the Use of the Second, Third, and all and every other the Son and Sons of the Body of the said *John Witts* lawfully to be begotten, and the Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing, the eldest of such Sons and the Heirs Male of his Body to be preferred and to take before the younger of such Sons and the Heirs Male of his Body; and in default of such Issue to the Use of the said *Broome Phillips Witts* and his Assigns, for and during the Term of the natural Life of the said *Broome Phillips Witts*, without Impeachment of Waste, other than as aforesaid; and from and immediately after the Determination of that Estate, by Forfeiture or otherwise, in his Lifetime, to the Use of the said *John Rogers* and his Heirs, during the Life of the said *Broome Phillips Witts*, in Trust to preserve the contingent Remainders therein-after limited from being defeated or destroyed, yet nevertheless to permit and suffer the said *Broome Phillips Witts* and his Assigns to receive and take the Rents and Profits thereof during his Life; and from and immediately after his Decease to the Use of the First Son of the Body of the said *Broome Phillips Witts* lawfully begotten or to be begotten, and the Heirs Male of the Body of such First Son lawfully issuing; and in default of such Issue to the Use of the Second, Third, and all and every other the Son and Sons of the Body of the said *Broome Phillips Witts* lawfully begotten or to be begotten, and the Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing, the eldest of such Sons and the Heirs Male of his Body to be preferred and take before the younger of such Sons and the Heirs Male of his Body; and in default of such Issue to the Use of his (the said Testator's) own right Heirs for ever; and the said Testator declared his Will to be, that each Person to whom he had devised an Estate for Life by that his Will should, when and as they respectively should be in Possession of the said Freehold Hereditaments

and

and Premises, or any Part thereof, have full Power and Authority to make any Demise or Lease thereof to any Person or Persons, for any Term or Number of Years not exceeding Twenty-one Years in Possession, reserving during such Lease or Leases the best and most improved yearly Rent that could be had or gotten for the same, without taking any Sum of Money or other thing for or by way of Fine or Income; and the said Testator appointed his Wife the said *Amelia London Witts*, and the said *Broome Phillips Witts* and *John Rogers*, Executrix and Executors of his said Will: And whereas the said *Broome Witts* the Testator died in or about the Month of *November* One thousand eight hundred and twenty-seven, without having revoked or in any Manner altered his said Will, leaving his Wife the said *Amelia London Witts* him surviving: And whereas shortly after the Death of the said Testator, that is to say, on the Sixth Day of *December* One thousand eight hundred and twenty-seven, the said *Amelia London Witts*, *Broome Philips Witts*, and *John Rogers*, the Executrix and Executors of the said Will, duly proved the same in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the Freehold Messuages or Tenements and Hereditaments mentioned in the said recited Will of the said Testator *Broome Witts*, and of and in which the reversionary Estate and Interest of the said Testator expectant on the Decease of himself and his said Wife, and Failure of Issue between them, were devised as aforesaid, consisted of Two Messuages or Tenements, respectively numbered 49 and 50, on the South Side of *Fenchurch Street*, and a Messuage behind the same Two Messuages, with their Rights, Members, and Appurtenances, situate in the said Parish of *Allhallows Staining* in the City of *London*, and of Three Messuages or Tenements, respectively numbered 5, 6, and 7, in *Bucklersbury*, with their Rights, Members, and Appurtenances, situate in the said Parish of *Saint Bennett Sherehog* in the same City; and the several Fee Farm Rents in the said Will described to be issuing out of the same Premises, and thereby devised as aforesaid, are supposed to have consisted of some Fee Farm Rents of small Amount issuing and payable out of the said Messuages or Tenements, or some or One of them: And whereas the said *Amelia London Witts* died in or about the Month of *June* One thousand eight hundred and thirty-two: And whereas there never was any Issue of the said Testator *Broome Witts* and the said *Amelia London Witts* his Wife, and on the Death of the said *Amelia London Witts* the reversionary Estate and Interest of the said Testator *Broome Witts* of and in the said Freehold Messuages, Tenements, and Hereditaments, and the Devise of the said reversionary Estate and Interest made in and by virtue of the said recited Will as aforesaid, took effect in Possession: And whereas the said *Francis Edward Witts*, *Edward Francis Witts*, *John Witts*, and *Broome Philips Witts*, the successive Tenants for Life under the said recited Will, are all now living; and the said *Edward Francis Witts*, who is the only Son of the said *Francis Edward Witts*, some Time since attained his Age of Twenty-one Years, and intermarried with *Sophia* his present Wife, and there is Issue of such Marriage One Son only, namely, *Francis Edward Broome Witts*, who is the First Tenant in Tail under the said recited Will, and is now an Infant of the Age of Two Years and Six Months or thereabouts; and the said *John Witts* has no Issue; and the said *Broome*

Broome Philips Witts intermarried with *Jane Lake* his present Wife, and has Male Issue only Two Sons, namely, the Reverend *Broome Lake Witts* Clerk and *William Frederic Witts* Esquire, who are both of full Age and unmarried: And whereas upon the Death of the said *Amelia London Witts* the said *Francis Edward Witts*, as the First Tenant for Life under the said recited Will of the said Testator *Broome Witts*, entered into the Receipt of the Rents, Issues, and Profits of the said Freehold Messuages or Tenements and Hereditaments, with the Appurtenances, and has ever since continued and now is in the Receipt thereof: And whereas the said *John Rogers*, one of the Trustees of the said recited Will of the said Testator *Broome Witts*, some Time since departed this Life, and the said *Broome Philips Witts* is now the only Trustee of the same Will: And whereas at the Time of the Death of the said Testator *Broome Witts* the said Messuage numbered 50, on the South Side of *Fenchurch Street*, and the Messuage behind the same, and behind Number 49 in *Fenchurch Street* aforesaid, were subject to a Lease thereof, at the yearly Rent of Two hundred and ten Pounds, then existing, but which has since expired; and the said Messuage numbered 49, in the same Street, was subject to a Lease thereof to *Thomas Parkes*, dated the Fifteenth Day of *April* One thousand eight hundred and twenty-three, for a Term which will expire on the Twenty-ninth Day of *September* One thousand eight hundred and forty-three, at the yearly Rent of One hundred Pounds: And whereas by an Indenture of Lease bearing Date the Twenty-fifth Day of *June* One thousand eight hundred and forty, and made between the said *Francis Edward Witts* of the one Part, and *Michael Smith Parnther* of *London Street*, *Fenchurch Street* aforesaid, Gentleman, of the other Part, the said *Francis Edward Witts* did, by virtue of the Power of leasing then vested in him under the said in part recited Will, demise and lease unto the said *Michael Smith Parnther*, his Executors, Administrators, and Assigns, the said Messuage numbered 50, in *Fenchurch Street* aforesaid, and the said Messuage behind the same, and behind the adjoining Messuage numbered 49, with their Appurtenances, to hold the same Premises unto the said *Michael Smith Parnther*, his Executors, Administrators, and Assigns, from the Twenty-fourth Day of *June* One thousand eight hundred and forty, for the Term of Twenty-one Years, at the yearly Rent of One hundred and ninety Pounds; and the said *Michael Smith Parnther* did, by the said Indenture of Lease, covenant to lay out, within Six Months from the Date thereof, Five hundred Pounds in substantially repairing the said Premises, and thereafter to keep the said Premises in repair: And whereas by virtue of an Indenture bearing even Date with the said recited Indenture of Lease, and made between the said *Francis Edward Witts* and *Edward Francis Witts* of the one Part, and the said *Michael Smith Parnther* of the other Part, after reciting, amongst other things, the said recited Lease of Number 50, and the House behind the same, and behind the adjoining House Number 49, it was witnessed, that, for the Considerations therein mentioned, each of them the said *Francis Edward Witts* and *Edward Francis Witts* did covenant with the said *Michael Smith Parnther*, that they the said *Francis Edward Witts* and *Edward Francis Witts*, or one of them, would, as soon as conveniently could be after the Thirtieth

Death of John Rogers.

Certain Leases which existed at the Death of Broome Witts.

Lease of Part of the Hereditaments by Francis Edward Witts, 25th June 1840.

Deed of Covenant, 25th June 1840.

Thirtieth Day of *September* One thousand eight hundred and forty-three (the Time at or about which the said Lease of the said House Number 49 will expire), execute or cause to be executed to the said *Michael Smith Parnther*, his Executors, Administrators, or Assigns, a good and sufficient Lease of the said Messuage numbered 49, in *Fenchurch Street*, for the Term of Seventeen Years and Three Quarters of a Year, from the Twenty-ninth Day of *September* One thousand eight hundred and forty-three, at the yearly Rent of One hundred and ten Pounds, which Lease was to contain a similar Covenant to lay out Five hundred Pounds in substantially repairing the same Premises as was contained in the said recited Indenture of Lease for substantially repairing the Premises comprised therein; and it was further witnessed, that each of them the said *Francis Edward Witts* and *Edward Francis Witts* did covenant with the said *Michael Smith Parnther* that they the said *Francis Edward Witts* and *Edward Francis Witts*, or one of them, their or one of their Heirs, Executors, or Administrators, would, on or as soon as conveniently could be after the Twenty-fourth Day of *June* One thousand eight hundred and sixty-one, execute, or cause and procure to be executed, to the said *Michael Smith Parnther*, his Executors, Administrators, or Assigns, a good and sufficient Lease of the said Messuages or Tenements and Premises, being Numbers 49 and 50, on the South Side of *Fenchurch Street*, and the said Messuage behind the same, with the Appurtenances, as the same should have been occupied under the said Two Leases therein-before mentioned, which would then have expired, for the Term of Twenty-one Years from the Twenty-fourth Day of *June* One thousand eight hundred and sixty-one, at the yearly Rent of Three hundred Pounds, or Two Leases at the yearly Rents of One hundred and ninety Pounds and One hundred and ten Pounds, at the Option of the said *Michael Smith Parnther*, his Executors, Administrators, or Assigns: And whereas the recited Indenture of Lease of the Twenty-fifth Day of *June* One thousand eight hundred and forty, and the recited Indenture bearing even Date with the same Indenture of Lease, were respectively executed for carrying into effect an Arrangement for letting to the said *Michael Smith Parnther* the said Three Messuages and Premises comprised and mentioned therein, upon Terms which were advantageous to all Persons interested therein under and by virtue of the said Will of the said Testator *Broome Witts*, and upon a Sale of the said Messuages and Premises a larger Price could not be obtained for the same, if such Sale were made without being subject to such Covenant, than the Price or Sum of Money at or for which the said Messuages and Premises are herein-after directed to be sold: And whereas by Articles of Agreement bearing Date the Twenty-eighth Day of *June* One thousand eight hundred and forty-one, and made between the said *Francis Edward Witts* and *Edward Francis Witts* of the one Part, and the Master, Wardens, and Commonalty of Freemen of the Art or Mystery of Clothworkers of the City of *London*, of the other Part, after reciting the said recited Will of the said *Broome Witts* the Testator, the Death of the said Testator without Issue, and the Death of the said *Amelia London Witts* and *John Rogers*, and reciting that at the Death of the said Testator the said Messuages in *Fenchurch Street*, and the said Messuage behind

Provisional Agreement for Sale of Part of the Hereditaments to the Clothworkers Company, 28th June 1841.

behind the same, were subject to such Leases as the same Premises are herein-before mentioned to have been at that Time subject to; and also reciting the herein-before recited Indenture of Lease of the Twenty-fifth Day of *June* One thousand eight hundred and forty, and the herein-before recited Indenture of even Date with the same Indenture of Lease; and further reciting a Proposal made by the said Master, Wardens, and Commonalty for the Purchase of the said Messuages numbered 49 and 50, in *Fenchurch Street* aforesaid, and the said Messuage behind the same Two Messuages, with the Appurtenances, and certain Agreements between the said Parties in consequence of such Proposal, and that it had been agreed that the said Agreements respectively should be comprised in Articles to be executed by the said Parties, and that the said Articles should contain such Stipulations and Provisions as are respectively therein-after expressed; it was witnessed that in pursuance of the said Agreement, and in consideration of the Covenants on the Part of the other and others of them the said Parties thereto respectively therein-after contained or expressed, the said Master, Wardens, and Commonalty, for themselves and their Successors, as to the Matters and Things to be done and observed by them on the one Part, and the said *Francis Edward Witts* and *Edward Francis Witts*, for themselves severally and respectively, and for their several and respective Heirs, Executors, and Administrators, as to the Matters and Things to be done and observed by them respectively, on the other Part, did mutually and reciprocally covenant, the said Master, Wardens, and Commonalty, with the said *Francis Edward Witts* and *Edward Francis Witts* and each of them, their and each of their Heirs, Executors, and Administrators, and the said *Francis Edward Witts* and *Edward Francis Witts*, severally and respectively, with the said Master, Wardens, and Commonalty, and their Successors, in manner therein and partly herein-after mentioned; that is to say, that the said Master, Wardens, and Commonalty, and their Successors, should and would (if the Approbation of the Court of Exchequer to the Purchase proposed to be made by them should be obtained, and if the said *Francis Edward Witts* and *Edward Francis Witts*, or one of them, should succeed in obtaining an Act of Parliament enabling them or him, or some other Person or Persons, to sell the Premises proposed to be purchased by the said Master, Wardens, and Commonalty as aforesaid,) purchase the said Messuages respectively numbered 49 and 50, in *Fenchurch Street* aforesaid, and the Messuage behind the same, with the Appurtenances, (subject to the existing Leases and Covenants for the granting of renewed Leases or a renewed Lease respectively therein-before mentioned,) and should and would pay for the said Purchase, out of a Fund in the said Court of Exchequer belonging to the said Master, Wardens, and Commonalty, and liable to be laid out in the Purchase of Freehold Hereditaments, such a Sum of lawful Money as at the Time of the Completion of the said Purchase would, if laid out and invested in the Purchase of Three Pounds *per Centum* Consolidated Bank Annuities, produce a Sum in the same Annuities the Dividends or annual Proceeds of which would amount to the yearly Sum of Three hundred Pounds; that the said Master, Wardens, and Commonalty should and would forthwith proceed in the usual Manner to obtain the Approbation of the said Court of Exchequer to the said Purchase so proposed to be

made

made as aforesaid, upon the Terms therein expressed, and should without Delay give Notice to the Solicitors for the said *Francis Edward Witts* and *Edward Francis Witts* of the Result of the Application to be made to the said Court; that the said *Francis Edward Witts* and *Edward Francis Witts*, or one of them, should and would, in case the said Court of Exchequer should approve of the said Purchase by the said Master, Wardens, and Commonalty, within Seven Days after such Approval should have been communicated to them or their Solicitors, deliver an Abstract of the Title to the said Premises so proposed to be purchased by the said Master, Wardens, and Commonalty as aforesaid, and, as soon as might be after the said Title should have been approved on the Part of the said Master, Wardens, and Commonalty, apply for and endeavour to obtain an Act of Parliament for enabling them the said *Francis Edward Witts* and *Edward Francis Witts*, or one of them, or some other Person or Persons, to sell the same Premises; that in case such Act of Parliament should be obtained the Purchase Money for the said Premises proposed to be purchased by the said Master, Wardens, and Commonalty should be paid to the Person or Persons who under the same Act of Parliament should be enabled to receive and give an effectual Discharge for such Money within Three Calendar Months after the Royal Assent should be given to the said Act, unless such Assent should be given between a First Day of *May* and a Second Day of *November* following, in which Case the said Purchase Money should be paid within Three Calendar Months after the Second Day of *November* next following such Assent, and that, with respect to the Payment of the said Purchase Money, Time should, at the Option of the Person or Persons entitled under the said Act to receive and give a Discharge for the same as aforesaid, be esteemed and made as of the Essence of the Contract; and further, that upon the Payment of the said Purchase Money the said Premises should be conveyed by all necessary and proper Parties to the said Master, Wardens, and Commonalty, their Successors and Assigns, for ever, freed and discharged from all Estates, Titles, Charges, and Incumbrances whatsoever, except the said existing Leases, and Covenants for a renewed Lease or Leases thereof, respectively therein-before mentioned, but, as to the said excepted Leases and Covenants respectively, subject thereto, and that the said Master, Wardens, and Commonalty should and would indemnify the said *Francis Edward Witts* and *Edward Francis Witts* respectively, and their respective Heirs, Executors, and Administrators, from all such Covenants; and further, that the said Master, Wardens, and Commonalty should be entitled to the Rents of the said Premises from the Time of the Completion of such Purchase, but not earlier; and also that all the Expences incident to and consequent on the Proposal by the said Master, Wardens, and Commonalty to purchase, and the Negotiation consequent thereon, together with the Expence of obtaining the said Act of Parliament, of preparing the Abstract of Title and showing a Title to the said Premises, and of and about making and completing the Sale and Conveyance to the said Master, Wardens, and Commonalty, and the Expence of the said Articles now in recital, and all other Expences whatsoever of the said *Francis Edward Witts* and *Edward Francis Witts* in consequence of the said Sale, or arising out of or in anywise relating

relating thereto, should be borne and paid by the said Master, Wardens, and Commonalty, except in the Event therein-after provided for; that is to say, in case the said Act of Parliament should not be obtained in consequence of the Want of Consent of any Person or Persons whose Consent would be required for the passing the same, or from any other Cause resting with the Vendors, in which Case no Charge or Claim should be made on the said Master, Wardens, and Commonalty in respect of the said Agreement now in recital, or of any Matter or Thing incident thereto: And whereas the said Court of Exchequer has approved of the said Purchase so agreed to be made by the said Master, Wardens, and Commonalty as aforesaid, and Notice of such Approval hath been given to the Solicitors for the said *Francis Edward Witts* and *Edward Francis Witts*: And whereas an Abstract of the Title to the said Premises so agreed to be purchased by the said Master, Wardens, and Commonalty hath been delivered to them, and such Title hath been approved of on their Behalf, subject to the Performance of the said Agreement by the said *Francis Edward Witts* and *Edward Francis Witts* to obtain such Act of Parliament as is mentioned in the said recited Articles of Agreement: And whereas it would be much to the Advantage of all Persons interested in the Hereditaments devised in and by the said recited Will of the said Testator *Broome Witts*, under and by virtue of the same Will and the aforesaid Limitations therein contained, if the said Agreement by the said Master, Wardens, and Commonalty of the Art or Mystery of Clothworkers in the City of *London* to purchase the said Messuages numbered 49 and 50, in *Fenchurch Street* aforesaid, and the said Messuage behind the said Two Messuages, with the Appurtenances, (Part of the said Hereditaments so devised as aforesaid,) should be carried into effect; and the said Messuages in *Bucklersbury* (other Part of the said Hereditaments so devised by the said Will as aforesaid) being the only remaining Freehold Estate of the said Testator *Broome Witts*, and devised by his said recited Will as aforesaid, within the said City of *London*, it would be beneficial to the Persons interested under the said Will if the said Messuages in *Bucklersbury* aforesaid, with the Appurtenances, could be sold, and (the same Messuages being old Buildings) if Leases or a Lease thereof, not only for the Term of Twenty-one Years, but for a longer Period, in order that the same might be repaired, rebuilt, or improved could in the meantime, until Sale, be granted: And whereas, by reason of the Limitations contained in the said recited Will of the said *Broome Witts*, neither the Sale to the said Master, Wardens, and Commonalty of the said Art or Mystery of Clothworkers of *London* of the said Three Messuages, with the Appurtenances, so agreed to be purchased by them as aforesaid, nor any Sale of the said Messuages, with the Appurtenances, in *Bucklersbury*, can be effected, nor can any Lease for a longer Term than Twenty-one Years of the same Messuages be granted without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *Francis Edward Witts*, *Edward Francis Witts* on behalf of himself and his only Son the said *Francis Edward Broome Witts*, *John Witts*, *Broome Philips Witts*, and *Broome Lake Witts*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice

and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all those Two several Freehold Messuages, Tenements, and Hereditaments situate and being Numbers 49 and 50 in *Fenchurch Street* aforesaid, and the said Messuage behind the said Two Messuages, in the said Parish of *Allhallows Staining*, in the City of *London*; and also the Fee Farm Rents, if any such there be, issuing and payable out of the same, or out of some or one of them, (Part of the said Hereditaments devised in and by virtue of the said recited Will as aforesaid,) and which Freehold Messuages, Fee Farm Rents, and Hereditaments are specified in the First Schedule to this Act annexed; and also all those Three Freehold Messuages, Tenements, and Hereditaments situate and being Numbers 5, 6, and 7, in *Bucklersbury* aforesaid, in the said Parish of *Saint Bennett Sherehog* in the said City of *London*; and also the said Fee Farm Rents, if any such there be, issuing and payable out of the same, or out of some or one of them, and which lastly-mentioned Freehold Messuages, Fee Farm Rents, and Hereditaments are specified in the Second Schedule to this Act annexed, with all and every the Appurtenances to all the said Messuages and Hereditaments in the said City of *London* respectively belonging or therewith used or enjoyed; and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits, of all the said Freehold Messuages and Hereditaments respectively, shall from and immediately after the passing of this Act be vested in, and the same are hereby absolutely vested in, the said *Broome Philips Witts* and the Reverend *John Wood Warter* of *West Tarring* in the County of *Sussex*, Clerk, their Heirs and Assigns, for ever, freed and absolutely acquitted, exonerated, and discharged of and from all and singular the Devises, Uses, Estates, Limitations, Trusts, Entails, Remainders, Powers, Provisoes, and Declarations whatsoever in and by the said recited Will of the said *Broome Witts* deceased contained, limited, expressed, declared, and created concerning the same Messuages and Hereditaments respectively, or any of them, or the reversionary Estate or Interest, Right and Title, of the said Testator, of, in, and to the said several Freehold Messuages or Tenements and Hereditaments expectant on the Decease of himself the said Testator and his said Wife the said *Amelia London Witts* deceased, and Failure of Issue between them, and the several Fee Farm Rents therein mentioned to have been purchased by the said Testator as aforesaid; but as to the said Freehold Messuages and Hereditaments, being Numbers 49 and 50, in *Fenchurch Street* as aforesaid, and the said Messuage behind the said Two Messuages specified in the said First Schedule, with the Appurtenances, subject to the aforesaid existing Leases thereof, and, as to the said Freehold Messuages and Hereditaments in *Bucklersbury* aforesaid, subject to the existing Leases thereof, and as to all the said Freehold Messuages, Fee Farm Rents, and Hereditaments so hereby vested in the said *Broome Philips Witts* and *John Wood Warter*, their Heirs and Assigns, as aforesaid, upon and for the Trusts, Intents, and Purposes, and subject to the Provisoes, herein-after expressed or declared and contained concerning the same; that is to say, as to the said Freehold Messuages and Hereditaments being Numbers 49 and 50, in *Fenchurch Street* aforesaid, and the said Messuage behind the said Two

Estates vested in Trustees for Sale, discharged from the Uses of Broome Witts's Will.

Upon Trust, as to the Hereditaments in First

Messuages, and the said Fee Farm Rents, respectively specified in the said First Schedule, with the Appurtenances, (being the Premises comprised in the said Agreement for Purchase by the said Master, Wardens, and Commonalty of the Art or Mystery of Clothworkers in the City of *London*,) upon Trust that the said *Broome Philips Witts* and *John Wood Warter*, or the Survivor of them, or the Heirs or Assigns of such Survivor, do and shall, immediately or so soon as can be after the passing of this Act, absolutely sell and dispose of the same Messuages, Rents, and Hereditaments to the said Master, Wardens, and Commonalty, or their Successors, but subject to the existing Leases and Covenants for the granting of renewed Leases or a renewed Lease respectively therein-before mentioned, and to the said Agreement contained in the said recited Articles, or an Agreement similar thereto, by the said Master, Wardens, and Commonalty, to indemnify the said *Francis Edward Witts* and *Edward Francis Witts* respectively, and their respective Heirs, Executors, and Administrators, from all such Covenants, for such a Sum, in lawful Money of the United Kingdom of *Great Britain* and *Ireland*, as at the Time of the Completion of the Purchase of the same Premises by the said Master, Wardens, and Commonalty would, if laid out in the Purchase of Three Pounds *per Centum* Consolidated Bank Annuities, produce the Sum of Ten thousand Pounds in the same Annuities (a Sum the Dividends or annual Proceeds of which would amount to the said yearly Sum of Three hundred Pounds), the said Sum in lawful Money at which the said *Broome Philips Witts* and *John Wood Warter*, or the Survivor of them, or the Heirs and Assigns of such Survivor, are hereby authorized and directed to sell and dispose of the same Messuages, Rents, and Hereditaments, being the Sum of Money by the said Master, Wardens, and Commonalty agreed to be paid for the Purchase thereof; and do and shall, upon Payment by the said Master, Wardens, and Commonalty of the said Sum agreed by them to be paid for such Purchase as aforesaid into the Bank of *England* according to the Directions herein-after contained, and upon Payment by them of all the Expences of and in any manner relating to the soliciting and obtaining this present Act of Parliament, and all other Expences in and by the said recited Articles agreed to be borne and paid by them, and also upon the said Master, Wardens, and Commonalty effectually indemnifying the said *Francis Edward Witts* and *Edward Francis Witts* respectively, and their respective Heirs, Executors, and Administrators, from all the aforesaid Covenants for Renewal, or Damages for the Breach thereof, to the Satisfaction of them the said *Francis Edward Witts* and *Edward Francis Witts*, or their respective Heirs, Executors, or Administrators, convey or assure the same Freehold Messuages, Fee Farm Rents, Hereditaments, and Premises so to be sold unto the said Master, Wardens, and Commonalty, and their Successors or Assigns as aforesaid, unto and to the Use of the said Master, Wardens, and Commonalty, and their Successors and Assigns, or as they shall direct or require; and as to the said Freehold Messuages and Hereditaments in *Bucklersbury* aforesaid, and the said Fee Farm Rents specified in the said Second Schedule, upon Trust that they the said *Broome Philips Witts* and *John Wood Warter*, or the Survivor of them, or the Heirs and Assigns of such Survivor, do and

Schedule, to sell same to Clothworkers Company according to the Agreement, and convey same accordingly;

and upon Trust, as to Hereditaments in Second Schedule, to sell the same, and

to convey the same to the Purchaser.

and shall, as soon as conveniently may be after the passing of this Act, or at any Time or Times thereafter, make Sale and absolutely dispose of the said lastly-mentioned Freehold Messuages, Lands, and Premises, subject to the existing Leases thereof, either at any one Time or at several Times, and either in one Lot or in several Lots, and either by public Auction or private Contract, unto any Person or Persons who shall or may be willing to become the Purchaser or Purchasers thereof respectively, and for the best Price or Prices that can or may, in the Opinion of the said *Broome Philips Witts* and *John Wood Warter*, or the Survivor of them, or the Heirs or Assigns of such Survivor, be reasonably obtained for the same respectively, and upon such Terms, and under such Conditions, Stipulations, and Agreements, as they or he shall think fit, with full Liberty and Authority to buy in the same Freehold Messuages and Hereditaments, or any of them, or any Part or Parts thereof which may be put up or offered for Sale at any Auction, and to resell the same at any future Auction or by private Contract, without being answerable for any Loss which may happen by such Resale, and to do, perform, and execute all such Acts, Deeds, Matters, and Things which may be requisite and proper for the Purpose of effectuating such Sale or Sales; and upon Payment into the Bank of *England*, in manner herein-after directed, of the Purchase Monies for which the said Hereditaments or any of them shall be sold, upon Trust that they the said *Broome Philips Witts* and *John Wood Warter*, and the Survivor of them, and the Heirs and Assigns of such Survivor, do and shall convey and assure the said Messuages, Fee Farm Rents, and Hereditaments specified in the said Second Schedule, which shall be so sold, with their Appurtenances, unto and to the Use of the Purchaser or Purchasers thereof respectively, his, her, or their Heirs and Assigns, or as he, she, or they shall direct or require.

Purchasers to pay Purchase Monies into the Bank of England, to be laid out, under the Direction of the Court of Chancery, in the Purchase of other Real Estate.

II. And be it further enacted, That the said Master, Wardens, and Commonalty of the said Art or Mystery of Clothworkers, as to the Purchase Money for the said Freehold Messuages, Fee Farm Rents, and Hereditaments specified in the said First Schedule agreed to be purchased, and so hereby directed to be sold and conveyed to them as aforesaid, and the Purchaser or Purchasers respectively of the said Freehold Messuages, Fee Farm Rents, and Hereditaments specified in the said Second Schedule, which shall be respectively sold under the Trusts aforesaid, as to his, her, or their Purchase Money or respective Purchase Monies, shall respectively pay such Purchase Money and Purchase Monies respectively into the Bank of *England* in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there, "*ex parte* the Purchasers of the Estate of *Broome Witts* Esquire, deceased," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four; and as soon as conveniently may be after such Monies shall have been so paid in as aforesaid, the same, or so much thereof as shall not be ordered by the said Court of Chancery to be applied in the Payment of

of Costs, Charges, and Expences according to the Direction herein-after contained, shall, upon Petition to be presented to the said Court of Chancery in a summary Way by the said *Francis Edward Witts* during his Life, and after his Decease by the Person or Persons who for the Time being would be entitled to the Possession of or to the Receipt of the Rents and Profits of the Hereditaments to be purchased with such Monies by virtue of this Act, if the same were purchased and settled as herein-after is mentioned, in case such Person or Persons shall be then of the Age of Twenty-one Years, or by the Guardian or Guardians of such Person or Persons on his, her, or their Behalf in case such Person or Persons shall be under that Age, be laid out or invested, by or under the Direction of the said Court of Chancery, in pursuance of an Order to be made on such Petition, in the Purchase of Freehold or Copyhold or Customary Hereditaments in Possession, to be situate in *England* or *Wales*, so that such Copyhold or Customary Hereditaments do not exceed together One Sixth Part in Value of the Freehold Estates to be so purchased, and be adjoining thereto or intermixed therewith, or be convenient to be held with the same, and to be free from Incumbrances (except Chief and Quit Rents and Services, and Leases at improved Rents); and immediately after making such Purchase or Purchases the Hereditaments which shall be so purchased shall be conveyed, settled, and assured to and for such and the same Uses and Estates, and upon and for such and the same Trusts, Intents, and Purposes, and with, under, and subject to such and the same Powers, Provisoes, and Declarations, as are, in and by the herein-before recited Will of the said *Broome Witts* deceased, limited, declared, or contained of and concerning the Freehold Hereditaments comprised therein, or such and so many of the same Uses, Estates, Trusts, Intents, Purposes, Powers, Provisoes, Limitations, and Declarations as shall be then subsisting and capable of taking effect, or as near thereto as the Deaths of Parties and other Contingencies, and the Circumstances of the Case, will admit.

Sums paid into the Bank to be laid out in the Purchase of Navy, Victualling, or Exchequer Bills.

III. And be it further enacted, That all Sums of Money which shall be so paid into the Bank in the Name of the said Accountant General to his Account there, "*ex parte* the Purchasers of the Estate of *Broome Witts* Esquire, deceased," as herein-before directed, or so much thereof as shall not be ordered by the said Court of Chancery to be applied in Payment of such Costs, Charges, and Expences according to the Directions herein-after contained, shall, in the meantime, and until the said Monies shall be invested in the Purchase of other Hereditaments as aforesaid, be from Time to Time laid out, under the Direction of the said Court of Chancery, in the Purchase of Navy or Victualling or Exchequer Bills; and the Interest arising from the Money so laid out in the Purchase of such Navy or Victualling or Exchequer Bills, and the Money to be received for the same as they respectively shall be paid off by Government, shall be laid out from Time to Time in the Purchase of other Navy or Victualling or Exchequer Bills: Provided always, that it shall be lawful for the said Court of Chancery to make such General or Special Order or Orders, if necessary, that whenever the Exchequer Bills of the Date of those in the Hands of the said Accountant General

General shall be in a Course of Payment by Government, and new Exchequer Bills shall be issued, such new Exchequer Bills may be received in exchange for those which are so in the Course of Payment as shall be effectual for enabling such Receipt in exchange, and in that Case the Interest of the old Bills shall be laid out as herein-before directed with respect to the Interest of the Bills which may be paid off; and all the said Navy, Victualling, and Exchequer Bills, whether purchased or received in exchange, shall be deposited in the Bank of *England* in the Name of the said Accountant General, and shall there remain until a proper Purchase or Purchases be found and approved as herein-before directed, and until the same shall, upon Petition to be preferred to the said Court in a summary Way by the said *Francis Edward Witts* during his Life, and after his Decease by the Person or Persons who for the Time being would be entitled to the Possession of or to the Receipt of the Rents and Profits of the Hereditaments so to be purchased as aforesaid, if such Person or Persons shall be of the Age of Twenty-one Years, or by the Guardian or Guardians of such Person or Persons on his, her, or their Behalf, in case such Person or Persons shall be under that Age, be ordered to be sold by the said Accountant General for the Purpose of making or completing such Purchase or Purchases of Hereditaments, in such Manner as the said Court shall think fit and direct; and if the Money arising by the Sale of such Navy, Victualling, or Exchequer Bills shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then, and in such Case only, the Surplus which shall remain after discharging the Expences of the Application to the Court shall be paid to such Person and Persons respectively as would have been entitled to receive the Rents and Profits of the Hereditaments directed to be purchased, in case the same had been actually purchased in pursuance of this Act, or to the Representative or Representatives of such Person or Persons, as Part of his, her, or their Personal Estate.

Accountant General's Certificate and Receipt of Cashier of the Bank to be sufficient Discharges to Purchasers.

IV. And be it further enacted, That the Certificate and Certificates of the said Accountant General, together with the Receipt and Receipts of the Cashier of the Bank to be thereto annexed, and therewith filed in the Registry Office of the said Court of Chancery, of the Payment into the Bank of *England*, by the said Master, Wardens, and Commonalty of the Art or Mystery of Clothworkers of *London*, or their Successors or Assigns, and any other Purchaser or Purchasers under this Act, of the Purchase Monies so to be paid by them, him, or her respectively, or of any Part or Parts thereof as aforesaid, or any Office Copy or Office Copies thereof, shall from Time to Time be, and be deemed and taken to be, a good and sufficient Discharge, and good and sufficient Discharges, to the said Master, Wardens, and Commonalty, and such other Purchaser and Purchasers as aforesaid, and their, his, and her Successors, Heirs, and Assigns, for so much or such Part or Parts of the Purchase Money or Monies for which such Certificate or Certificates and Receipt or Receipts respectively shall be so given as aforesaid; and after filing such Certificate or Certificates and Receipt or Receipts the said Master, Wardens, and Commonalty, and such other

Purchaser and Purchasers as aforesaid, and their, his, or her Successors, Heirs, and Assigns, shall be absolutely acquitted and discharged of and from the same Monies, and shall not be answerable or accountable for any Loss, Misapplication, or Nonapplication thereof, or of any Part thereof.

Until Sales are made, the Rents and Profits to be received by such Persons as would have been entitled thereto if this Act had not been passed.

V. And be it further enacted, That until the said Sale and Conveyance so hereby directed to be made as aforesaid of the said Messuages, Fee Farm Rents, Hereditaments, and Premises specified in the said First Schedule agreed to be purchased by the said Master, Wardens, and Commonalty as aforesaid, as to the same Premises, shall be so made, and in the meantime and until any Sale or Sales shall be made as to the said Freehold Messuages, Fee Farm Rents, and Hereditaments specified in the said Second Schedule, under the Trusts for Sale aforesaid, the Rents and Profits of all the said Freehold Messuages, Hereditaments, and Premises respectively, or of so much and such Part or Parts thereof as shall for the Time being and from Time to Time remain unsold, shall be paid to and enjoyed by such Person or Persons as would have been entitled to have had, received, and taken the same in case this Act had not been passed.

As to the Sale to the Clothworkers Company, Time may be made of the Essence of the Contract.

VI. Provided always, and be it further enacted, That with respect to the said Messuages, Fee Farm Rents, and Hereditaments specified in the said First Schedule, so by the said Master, Wardens, and Commonalty agreed to be purchased, and hereby directed to be sold and conveyed to them as aforesaid, the Payment of the said Purchase Money for the same at the Time in the said recited Articles of Agreement mentioned or appointed for Payment thereof shall and may, at the Option of the said *Broome Philips Witts* and *John Wood Warter*, or the Survivor of them, or the Heirs or Assigns of such Survivor, but not otherwise, be made and considered as of the Essence of any Sale or Contract for Sale to be made to the said Master, Wardens, and Commonalty, under the Trusts and Directions aforesaid.

In case the Hereditaments in the First Schedule should not be sold within Twelve Months, then such Hereditaments to be held upon the same Trusts as the Hereditaments in the Second Schedule.

VII. Provided always, and be it further enacted, That if from any Cause the said Messuages, Fee Farm Rents, and Hereditaments specified in the said First Schedule, so agreed by the said Master, Wardens, and Commonalty to be purchased, and hereby directed to be sold and conveyed to them as aforesaid, should not be so sold and conveyed to them within Twelve Calendar Months after the passing of this Act, then from and after the Expiration of Twelve Calendar Months next after the passing of this Act the said *Broome Philips Witts* and *John Wood Warter*, and the Survivor of them, and the Heirs and Assigns of such Survivor, shall thenceforth stand and be seised of the same Premises, upon the Trusts, and with, under, and subject to the Powers and Provisions, herein contained with respect to or concerning the said Messuages and Hereditaments comprised or specified in the said Second Schedule to this Act; nevertheless in such Case the said Master, Wardens, and Commonalty, and their Successors, shall be bound, by their said Agreement in the said recited Articles of Agreement, for Payment of the Expences therein mentioned,

tioned, as fully and effectually as they would have been in case the said Sale and Conveyance herein-before directed to be made to them were actually made.

Court of Chancery to make Orders for taxing and paying Costs.

VIII. Provided always, and be it further enacted, That it shall be lawful for the High Court of Chancery, and the said Court is hereby authorized and required, from Time to Time, to make such Order or Orders as the said Court shall think fit for taxing all the Costs, Charges, and Expences attending the Sale or Sales to be made by virtue of this Act, and the Execution of the Trusts hereof, of all the said Messuages, Fee Farm Rents, Hereditaments, and Premises specified in the said Second Schedule, and the Costs, Charges, and Expences of the several Applications to be made to the said Court respecting the said Sales, and all the Costs relating to the Sale of the said Messuages and Hereditaments specified in the said First Schedule, or incurred in consequence of or arising out of or in anywise relating to such Sale, which the said Master, Wardens, and Commonalty shall not be liable to pay (if any), and all other the Costs, Charges, and Expences of the said Trustees and Trustee in and about the Execution of the Trusts hereby created, and other the Purposes of this Act, and of carrying all such Purposes into effect, and for Payment of all such Costs, Charges, and Expences as aforesaid out of the said Monies, and out of the Monies arising by the Sale of the said Navy, Victualling, and Exchequer Bills to be so purchased as aforesaid.

Power to lease the Hereditaments in the Second Schedule.

IX. Provided also, and be it further enacted, That it shall be lawful to and for the said *Broome Philips Witts* and *John Wood Warter*, or the Survivor of them, or the Heirs or Assigns of such Survivor, at any Time before the Sale of the said Messuages and Hereditaments specified in the said Second Schedule, under the Trusts aforesaid, (but with the Consent of the Person for the Time being entitled to the Enjoyment of the Rents, Issues, and Profits of the same Premises, if of full Age, but if such Person shall be a Minor, then with the Consent of his Guardian or Guardians,) by Indenture or Indentures, to be duly executed, to demise, lease, or grant the same Messuages and Hereditaments, or any of them, or any Part thereof, with their Appurtenances, for any Term or Number of Years not exceeding Twenty-one Years, or, in order that the same may be repaired, rebuilt, or improved, for any Term or Number of Years not exceeding Sixty-one Years; so as any and every such Demise, Lease, or Grant be made to take effect in Possession, and not in Remainder, Reversion, or Expectancy, or by way of future Interest; and so as in such Demise, Lease, or Grant the best Rent be reserved that can be reasonably had or obtained (regard being had, as to Leases for repairing, rebuilding, or improving, to the Money laid out or to be laid out by the Lessee or Lessees) for the same, without taking any Fine or Income, or other Matter or Thing in the Nature thereof, for or in respect of making such Demise, Lease, or Grant, such Rent to be incident to the Reversion expectant on the Determination of such Demise, Lease, or Grant, and to be made payable during the Continuance thereof; and so as in every such Demise and Lease there be contained a Condition or Proviso of Re-entry in case the Rent thereby

thereby reserved be behind or unpaid for the Space of Twenty-one Days or less after the same shall have respectively become due and payable; and so as none of the Lessees, by Clause or Words therein contained, be made free from Impeachment of or dispunishable for Waste (save so far as may be deemed necessary in any repairing, rebuilding, or improving Lease for repairing, rebuilding, or improving the said Premises); and so as the Lessee or Lessees do execute a Counterpart of such Lease, and do thereby covenant for Payment of the Rent thereby reserved; and such other Covenants as the said *Broome Philips Witts* and *John Wood Warter*, or the Survivor of them, or the Heirs or Assigns of such Survivor, may think necessary or expedient.

Proviso as to Power of leasing.

X. Provided nevertheless, and be it further enacted, That the Execution of the said Power of leasing shall not interfere with the aforesaid Trust for Sale as to the Premises to be comprised in such Lease, but that any future Sale of the said Premises to be made under the Trusts aforesaid shall be subject to such Lease.

Power for the Court of Chancery to appoint new Trustees.

XI. Provided also, and be it further enacted, That if the Trustees hereby appointed, or to be appointed as herein-after mentioned, or either of them, or their or either of their Heirs, shall die, or desire to relinquish, or refuse or decline or be incapable to act in the Trusts, Powers, and Authorities hereby reposed in them and him respectively, or shall go out of *Great Britain*, before the same Trusts, Powers, and Authorities shall be fully and completely performed and executed, then and in every such Case it shall be lawful for the said Court of Chancery, on Motion or Petition in a summary Way by the said *Francis Edward Witts* during his Life, and after his Decease by the Person or Persons who would for the Time being be beneficially entitled in Possession to the Rents or Profits of the Hereditaments to be purchased by virtue of this Act, in case the same were purchased, if such Person or Persons shall be of the Age of Twenty-one Years, or by the Guardian or Guardians of such Person or Persons on his, her, or their Behalf, if such Person or Persons shall be under that Age, from Time to Time to nominate or appoint One or more Person or Persons to be a Trustee or Trustees in the Place or Stead of the Trustee or Trustees so dying, or desiring to relinquish, or refusing or declining or being incapable to act, or going out of *Great Britain*, as aforesaid; and when and so often as any Trustee or Trustees shall have been nominated and appointed in manner aforesaid, all the said Trust Estates which shall then be vested in the Trustee or Trustees so dying, or desiring to relinquish, or refusing or declining or being incapable to act, or going out of *Great Britain*, as aforesaid, either solely, or jointly with the other Trustee or Trustees of the same Trust Estates respectively, shall thereupon, with all convenient Speed, be conveyed and settled and assured in such Sort and Manner and so that the same Estates shall immediately thereupon be and become lawfully and effectually vested in the surviving, continuing, or other Trustee or Trustees of the same Trust Estates respectively and such newly appointed Trustees, or in such new or other Trustee or Trustees only, as the Case may require, upon the same Trusts, Ends, Intents, and Purposes as are herein-before expressed, contained, and

declared concerning the same Estates respectively, or such or so many of them as shall be then subsisting or capable of taking effect; and such new Trustee or Trustees shall and may in all things act in the Management, carrying on, and Execution of the Trusts hereby created, as fully and effectually, and with all the same Powers and Authorities, to all Intents and Purposes whatsoever, as if he or they had been originally by this Act nominated a Trustee or Trustees.

Saving Clause.

XII. Saving always to the Queen's most Excellent Majesty, and to Her Heirs and Successors, and to all and every other Person or Persons, Bodies Politic and Corporate, their, his, and her Heirs, Executors, Administrators, Successors, and Assigns, (other than and except the said *Francis Edward Witts*, the said *Edward Francis Witts* the Son of the said *Francis Edward Witts*, the First, Second, Third, and all and every other the Son and Sons of the Body of the said *Edward Francis Witts* begotten and to be begotten, and the Heirs Male of the Body and Bodies of such Son and Sons, and all and every other the Son and Sons of the Body of the said *Francis Edward Witts*, and the Heirs Male of the Body and Bodies of such Son and Sons, the said *John Witts*, and the First, Second, Third, and all and every other the Son and Sons of the Body of the said *John Witts*, and the Heirs Male of the Body and Bodies of such Son and Sons, and the said *Broome Philips Witts*, and the First, Second, Third, and all and every other the Son and Sons of his Body, and the Heirs Male of the Body and Bodies of all and every such Son and Sons, and the right Heirs of the said Testator *Broome Witts*, and all and every the Assigns of the said several Persons respectively, and all Persons claiming through or under such Persons respectively, and also the Trustees and Trustee to preserve the contingent Remainders named in the said Will, and their and his Heirs and Assigns, and all and every other Persons and Person whomsoever having or lawfully or equitably claiming, or who shall or may hereafter have or claim, any Estate, Right, Title, Interest, Charge, or Incumbrance whatsoever of, in, to, upon, out of, or concerning the said Freehold Messuages, Fee Farm Rents, Hereditaments, and Premises respectively hereby vested in Trustees to be sold as aforesaid, or any of them, or any Part or Parts thereof respectively, under or by virtue of the same Will of the said *Broome Witts* deceased, or the Devise, Uses, Trusts, or Limitations therein contained,) all such Estates, Rights, Titles, Interests, Claims, and Demands whatsoever, of, in, to, or out of the said Freehold Messuages, Rents, Hereditaments, and Premises hereby vested in the said Trustees in Trust to be sold as aforesaid, or any of them, or any Part or Parts thereof, as they, and any and every of them, had before the passing of this Act, or could or might have had, held, and enjoyed, or been entitled to, if this Act had not been passed.

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

XIII. And be it further enacted, That this Act shall be printed by the several Printers to the Queen's most Excellent Majesty authorized to print the Statutes of the United Kingdom; and a Copy thereof, so printed by any of them, shall be admitted as Evidence thereof by all Judges, Justices, and others.

The

The FIRST SCHEDULE to which this Act refers.

A Freehold Messuage or Tenement, numbered 49, on the South Side of Fenchurch Street in the Parish of Allhallows Staining in the City of London, now in the Occupation of Mr. Thomas Parkes, his Under-tenants or Assigns, by virtue of a Lease granted by Broome Witts, Esquire, the Testator, at the annual Rent of One hundred Pounds:

And a Freehold Messuage or Tenement, numbered 50, on the South Side of Fenchurch Street aforesaid, in the said Parish of Allhallows Staining, now in the Occupation of Mr. Michael Smith Parnther, his Under-tenants or Assigns, by virtue of a Lease granted by the Reverend Francis Edward Witts:

And also a Freehold Messuage or Tenement behind and adjoining the above-mentioned Two Messuages, situate in the said Parish of Allhallows Staining, and now in the Occupation of the said Michael Smith Parnther, his Under-tenants or Assigns, under the before-mentioned Lease, in which the annual Rent of One hundred and ninety Pounds is reserved for the Two last-mentioned Messuages or Tenements:

And also all and every the Fee Farm Rents, if any such there be, issuing and payable out of the above-mentioned Messuages or Tenements, or out of some or one of them.

Joseph Jennings.

The SECOND SCHEDULE to which this Act refers.

A Freehold Messuage or Tenement, numbered 5, on the South Side of Bucklersbury in the Parish of Saint Bennett's Sherehog in the City of London, now in the Occupation of Thomas Gilson, his Under-tenants or Assigns, by virtue of a Lease granted by the Reverend Francis Edward Witts:

And also a Freehold Messuage or Tenement adjoining to the last-mentioned Messuage or Tenement, and numbered 6, on the South Side of Bucklersbury aforesaid, in the said Parish of Saint Bennett's Sherehog, now in the Occupation of the said Thomas Gilson, his Under-tenants or Assigns, by virtue of the last-mentioned Lease, in which the annual Rent of Two hundred Pounds is reserved for the Two last-mentioned Messuages or Tenements:

And

And also a Freehold Messuage or Tenement, numbered 7, on the South Side of Bucklersbury aforesaid, in the said Parish of Saint Bennett's Sherehog, now in the Occupation of Mr. Henry Francis Richardson, his Under-tenants or Assigns, by virtue of a Lease granted by the said Francis Edward Witts and the Reverend Edward Francis Witts, at the annual Rent of One hundred and three Pounds Ten Shillings:

And also all and every the Fee Farm Rents, if any such there be, issuing and payable out of the above-mentioned Messuages or Tenements, or out of some or one of them.

Joseph Jennings.

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