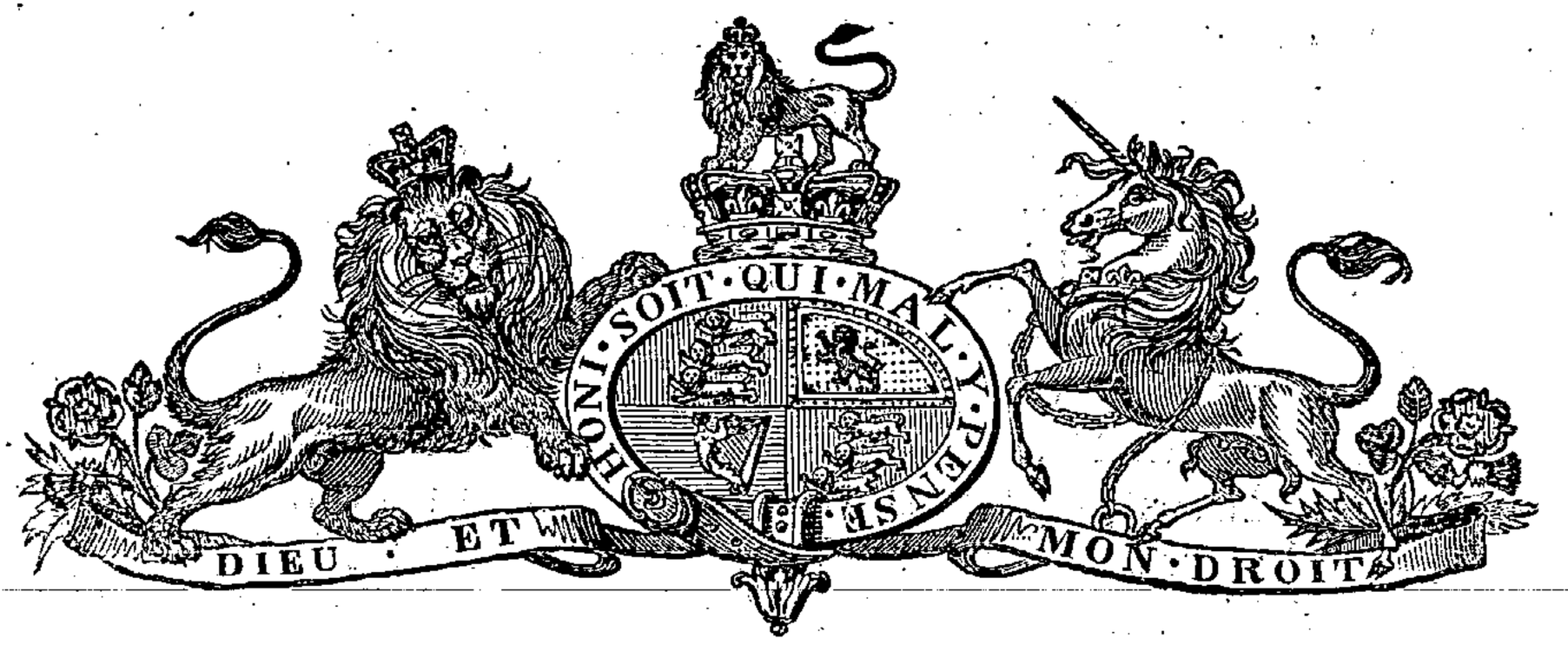


ANNO OCTAVO & NONO

VICTORIÆ REGINÆ.

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unto and to the Use of *John Turner*, *John Hornblow Turner*, *William Binns Wood*, and *William Taylor Abud*, their Heirs, Executors, Administrators, and Assigns for ever, or according to the Nature and Quality thereof, upon the Trusts nevertheless and to and for the several Ends, Intents, and Purposes therein-after by him expressed and declared and in part herein-after mentioned of and concerning the same; (that is to say,) after a certain Trust for the Sale of certain Parts of his Chattels and Personal Effects, and directing the Investment of the Sale Monies as therein is mentioned, upon trust, by and out of the Rents, Issues, and Profits and annual Proceeds of his said Freehold, Copyhold, and Leasehold Estates, Messuages, Lands, Hereditaments, and Premises, and the Interest, Dividends, and annual Produce of the said Stocks or Funds to be purchased as therein is mentioned, and of the Stocks or Funds which might be standing in his the said Testator's Name at the Time of his Decease, to pay to his Daughter *Mary Ann Meryweather* in manner therein mentioned an Annuity of Five hundred Pounds during the joint Lives of herself and her then and now present Husband, and in case the said *Mary Ann Meryweather* should survive her said Husband, then upon trust to pay to his the said Testator's said Daughter in manner therein mentioned an additional Annuity or clear yearly Sum of Five hundred Pounds; and upon further Trust, out of the said Rents, Issues, Profits, Interests, Dividends, and annual Proceeds, to pay unto or apply for the Benefit of his Six Grandchildren, the Children of his said Daughter, the several Annuities or clear yearly Sums following; (that is to say,) *William Stephens Turner Mellish Meryweather*, therein called *William Turner Meryweather*, Three hundred Pounds a Year; *Mary Ann Turner Meryweather*, therein called *Mary Ann Meryweather*, Two hundred Pounds a Year; *Maria Frances Evans Meryweather*, therein called *Maria Frances Meryweather*, One hundred and fifty Pounds a Year; *Montague John Meryweather*, One hundred and fifty Pounds a Year; *Marcus William Meryweather*, One hundred and fifty Pounds a Year; and *Maud Sarah Meryweather*, therein called *Matilda Sarah Meryweather*, One hundred and fifty Pounds a Year; the said several Six Annuities or clear yearly Sums to commence from the usual quarterly Day for Payment of Rent in the Year which shall have happened next preceding the Day of his Decease, and to respectively cease on his said Grandchildren respectively attaining the Age of Twenty-five Years, and he directed that the same should be paid and payable at such Times as in the same Will are provided; and upon trust to keep in good Order and Condition the Messuages and Buildings forming Part of his Real and Personal Estate, and to accumulate the Surplus of such Rents in manner therein mentioned; and upon further Trust, as and when his said Grandchildren should respectively attain the Age of Twenty-five Years, then that they said Trustees or Trustee for the Time being should pay unto his Grandchildren respectively the Rents and Profits, Interest, Dividends, annual Proceeds, and Income of all his said Real and Personal Estate, in the several Shares and Proportions following; (that is to say,) to his Grandson the said Plaintiff *William Stephens Turner Mellish Meryweather* Three equal Sixteenth Parts or Shares thereof, to his Grand-daughter the said *Mary Ann Turner Meryweather*

Meryweather Three equal Sixteenth Parts or Shares thereof, to his Grand-daughter the said *Maria Frances Evans Meryweather* Two equal Sixteenth Parts or Shares thereof to his Grandson the said *Montague John Meryweather* Three equal Sixteenth Parts or Shares thereof, to his Grandson the said *Marcus William Meryweather* Three equal Sixteenth Parts or Shares thereof, and to his Grand-daughter the said *Maud Sarah Meryweather* Two equal Sixteenth Parts or Shares thereof, for and during the Terms of their natural Lives respectively; and it was the said Testator's Will that upon the Death of his said Daughter the Amount of the Annuity or Annuities by him in his said Will given to her for Life should fall into and become Part of the annual Income of his said Real and Personal Estate; and it was also his Will and Intention, that in case of the Death of any or either of his said Grandchildren without leaving any Child or Children that should live to attain the Age of Twenty-one Years, then the Part or Share, Parts or Shares, as well accruing as original, of such of them his said Grandchildren as should so die, of and in the said annual Income of his Real and Personal Estate, should be paid and payable to the Survivors and Survivor of them his said Grandchildren, and if more than One in equal Shares and Proportions, and if but One then the whole to such only One; and upon the Death of any of his said Grandchildren respectively, leaving any Child or Children that should live to attain the Age of Twenty-one Years, upon this further Trust, that they his said Trustees, or the Survivors or Survivor of them, his Executors, Administrators, or Assigns, should, upon such Child or Children respectively attaining Twenty-one Years of Age, absolutely convey, assign, and transfer unto such Child or Children of his said Grandchildren respectively all such Parts, Shares, and Proportions of and in all his Real and Personal Estate as each Grandchild so dying should at the Time of his or her Death be entitled to the Rents, Issues, and Profits, Interest, Dividends, annual Produce and Income of, under his Will, and if more than One such Child in equal Parts, Shares, and Proportions, and if but One such Child then the whole to such only One, to hold the same unto and to the Use of such Children, if more than One, in equal Parts, Shares, and Proportions, and as Tenants in Common, and not as Joint Tenants, and if but One then the whole thereof to such only One, and to their, his, or her Heirs, Executors, Administrators, and Assigns for ever, or according to the Nature and Quality thereof, and his the said Testator's Right, Title, Estate, and Interest therein respectively; provided always, and he did thereby declare his Will to be, that in case any of his Grandchildren should die under the Age of Twenty-five Years, leaving any such Child or Children as might attain the Age of Twenty-one Years as aforesaid, then and in such Case such last-mentioned Child or Children should have and be entitled to such and the same Share or Shares of and in his the said Testator's Real and Personal Estate as the Father or Mother of such Child or Children would have been in the Possession of or entitled to the Income of at his or their Decease, in case he or she at the Time of his or her Death had attained the Age of Twenty-five Years; provided always, that his Will was, that if any of his said Grandchildren should die leaving a Child or Children who should attain the Age of Twenty-one Years, and any other of his said Children

dren should afterwards die without leaving any Child or Children that should live to attain the Age of Twenty-one Years, then and in every such Case every Grandchild who should have so died leaving a Child or Children that should attain the Age of Twenty-one Years should for the Purpose of such Distribution as aforesaid be considered as having survived the Grandchild or Grandchildren who should die without leaving any Child or Children that should live to attain the Age of Twenty-one Years; and it was the said Testator's express Will and Desire that the Income and Provision he had in his said Will made for his said Grand-daughters for their Lives respectively should not, nor should any Part or Parts thereof, be subject or liable to the Debts, Power, Control, intermeddling, or Engagements of any Husband or Husbands with whom they might respectively intermarry; and it was by the said Testator's Will provided, that the Income and Provision by his Will made by him for his said Grandchildren respectively, or their respective Shares in the Rents, Issues, and Profits, Interest, Dividends, and annual Proceeds of his said Real and Personal Estate, or any Part of the same respectively, should not be assigned, transferred, mortgaged, or incumbered in any way howsoever, but all and every Assignment, Transfer, Mortgage, or Incumbrance respectively that should or might be attempted to be made of the same or any Part thereof respectively by any or either of his Grandchildren should be absolutely and wholly void; and the said Testator did authorize and empower his said Trustees, and the Survivors or Survivor of them, and the Trustees for the Time being acting under his said Will, from Time to Time, and at all or any Times or Time after the Death of the Husband of his said Daughter, if such Trustees or Trustee should in their or his Discretion think fit, to advance, convey, assign, or transfer the respective Shares to which his said Grandsons respectively would only be entitled for Life under the Trusts aforesaid of his Real and Personal Estates, or any or either of such Shares, or any Part or Parts thereof, unto them his said Grandsons respectively, or to any or either of them, to hold the same unto and to the Use of such Grandson or Grandsons, his or their Heirs, Executors, Administrators, and Assigns for ever, or according to the Nature or Quality thereof, and his the said Testator's Estate and Interest therein, freed and absolutely discharged from all Trusts and Contingencies whatsoever under his said Will; and the said Testator did thereby direct that all and every his Grandsons should use, assume, and take upon themselves respectively the Surname of *Turner*, and by the said Surname of *Turner* only, and no other, thenceforth for ever thereafter to continue the same Style, and write and subscribe themselves respectively, in all Deeds and Instruments in Writing, and bear and use the Arms of his the said Testator's Family, and use their utmost Endeavour for procuring and obtaining His Majesty's Royal Licence and Authority for their respectively taking and assuming the said Surname of *Turner* only, and bearing and using the Arms of his the said Testator's Family; and in case any of his, the said Testator's Grandsons should refuse, neglect, or decline to do so for the Space of Twelve Calendar Months after they should respectively attain the Age of Twenty-one Years, then the Estate, Income, and Interest of him or them so refusing, declining, or neg-

lecting as aforesaid under the said Will should thenceforth cease and determine and be void, in such Manner as if he or they was or were actually dead, without leaving any Child or Children living at his or their Decease; and the said Testator directed that it should be lawful for the Trustees, or the Survivor of them, and their Heirs, Executors, and Administrators respectively of the Survivors, to demise or lease all or any of his Messuages or Tenements and Premises therein-before devised to any Person or Persons for any Term or Number of Years not exceeding Twenty-one Years upon a Repairing or common Lease, and Sixty-one Years upon a Building Lease from the making thereof, to take effect in possession, and not in reversion or by way of future Interest, so that upon every such Lease there be reserved and made payable, half-yearly or quarterly, the best Rent that could be reasonably had or obtained for the same, without taking any Fine or Foregift, or any Matter or Thing in lieu thereof, for the making or granting of the said Lease or Leases, and so that the Lessee or Lessees to whom such Lease might be granted should not be by any Clause or Words therein contained freed from Impeachment of Waste, except such Waste as might be necessary for the Purposes of building or repairing, and so that in every such Lease there should be a Clause contained in the Nature of a Condition of Re-entry in case the Rent or Rents reserved be behind or unpaid by the Space of Twenty-one Days, and so that the Lessee or Lessees to whom the same should be made should seal and execute a Counterpart thereof; and the said Testator appointed the aforesaid *John Turner*, *John Hornblow Turner*, *William Binns Wood*, and *William Taylor Abud*, Executors of his said Will: And whereas the said *William Turner* departed this Life on or about the Nineteenth Day of *September* One thousand eight hundred and twenty-nine, without having altered or revoked his said Will: And whereas the said Will was on or about the Third Day of *December* One thousand eight hundred and twenty-nine duly proved by all the said Executors in the Prerogative Court of *Canterbury*: And whereas the said *Mary Ann Meryweather*, the Daughter of the said Testator, and the Six Grandchildren of the said Testator, all of them survived the said Testator: And whereas the said *William Stephens Turner Mellish Meryweather*, *Montague John Meryweather*, and *Marcus William Meryweather*, by virtue of Licences under the Royal Sign Manual, assumed and have since borne and used and do now bear and use the Surname and Arms of "*Turner*" only, and they are herein-after respectively called by the Names of *William Stephens Turner Mellish Turner*, *Montague John Turner*, and *Marcus William Turner*: And whereas the said *Mary Ann Turner Meryweather*, the Granddaughter of the said Testator, intermarried with Sir *Edwin Windsor Bayntum Sandys*, who departed this Life on or about the Twenty-first Day of *December* One thousand eight hundred and thirty-eight, and there was no Issue of such Marriage: And whereas the said *William Stephens Turner Mellish Turner* departed this Life without ever having been married: And whereas the said Five other Grandchildren of the said Testator are still living, and have attained the respective Ages of Twenty-one Years; (that is to say,) the said Dame *Mary Ann Turner Sandys*, the said *Maria Frances Evans Meryweather*, the said *Montague John Turner*, the said *Marcus William Turner*,

Turner, and the said *Maud Sarah Meryweather*, and the said last-mentioned Four Grand-children of the said Testator have never been married: And whereas by an Order of the High Court of Chancery, bearing Date the Twenty-third Day of *May* One thousand eight hundred and forty-four, and made in a Cause in which the said *William Stephens Turner Mellish Turner*, *Mary Ann Turner Sandys*, *Maria Frances Evans Meryweather*, *Montague John Turner*, *Marcus William Turner*, and *Maud Sarah Meryweather* were Plaintiffs, and the said *John Turner*, *John Hornblow Turner*, *William Binns Wood*, and *William Taylor Abud*, *William Stephens Meryweather* and *Mary Ann* his Wife, were Defendants, and in another Cause in which the said *William Stephens Turner Mellish Turner*, *Mary Ann Turner Sandys*, *Maria Frances Evans Meryweather*, *Montague John Turner*, *Marcus William Turner*, and *Maud Sarah Meryweather* were Plaintiffs, and the said *John Turner*, *John Hornblow Turner*, *William Binns Wood*, and *William Taylor Abud*, *William Stephens Meryweather* and *Mary Ann* his Wife, and Sir *Edwin Windsor Bayntum Sandys*, since deceased, were Defendants, it was ordered by his Honour the Vice Chancellor of *England* that it should be referred to the Master of the same Court in rotation to inquire and state to the Court whether it would be fit and proper, and for the Benefit of the Parties interested under the said Will of the said *William Turner* the Testator, in the Pleadings named, that his the said Testator's Estate at *Westham* in the County of *Essex*, or any Part thereof, should be let on Building Leases, and what Scheme or Plan would be most beneficial to be adopted with reference to the granting such Leases, and preparatory thereto; and whether it would be expedient, and for the Benefit of the Parties interested in the said Testator's Estate, that any and what Sum or Sums of Money, Part of the said Testator's Estate, should be expended in laying out the Roads and constructing the Sewers in the said Land, and otherwise preparing the same for such building, and in making Bricks thereon for Sale, and out of what Funds such Monies ought to be paid, and what was fit and proper to be done with reference to the said Mansion House and Buildings on the said Estate; and whether it would be for the Benefit of the Parties interested in the said Testator's Estate that such Leases should be granted for a longer Period than Sixty-one Years; and whether it would be expedient, and for the Benefit of the Parties interested in the said Testator's Estate, that an Application should be made to Parliament to enlarge the Powers of granting Building Leases contained in the said Will, or otherwise with reference to the Matters aforesaid; and whether if such Application be made it would be fit and proper that the same should be extended for a Power to authorize the Personal Estate of the said Testator to be invested in the Purchase of Land or on Real Security: And whereas the said Master duly made his Report in the said Causes in pursuance of the said recited Order, which Report bears Date the Seventh Day of *December* One thousand eight hundred and forty-four, and thereby certified, amongst other things, that he found that the said Testator's Estate at *Westham* was situate near the *Stratford* Station of the *Eastern Counties* Railway, and that it was a very eligible Site for building, and could easily be let on Building Leases, and that the annual Value of the said Property did not then exceed One

Order of the Court of Chancery, dated 23d May 1844.

Master's Report, dated 7th December 1844.

hundred Pounds *per Annum*, but that by letting the same on Building Leases the Rental might be increased to Eight hundred Pounds or One thousand Pounds *per Annum*; and he found that in order to let the Land on Building Leases in the most advantageous Manner it would be proper to let the same, not in One Lot, but in small detached Portions, for the Purpose of building Villa Residences, and preparatory thereto to lay out a Portion of the Ground in Roads, and to build Sewers therein, and otherwise prepare the same for such Buildings; and that it would greatly facilitate the letting of the said Land on Building Leases if the Lessees could be provided with Bricks on the Spot, and he found that a Portion of the Estate contained good Brick Clay, and that if the same should be made into Bricks, and sold for the Purpose of the Buildings to be erected on the said Land as aforesaid, a considerable Profit would be thereby realized to the said Testator's Estate; and he found that in order to make the necessary Roads and Sewers, and otherwise prepare the same Ground for building as aforesaid, it would be necessary to incur a present Expenditure of Two thousand one hundred and twenty-five Pounds or thereabouts, and for the Purpose of making such Bricks it would be necessary to incur a further present Expenditure of Two thousand eight hundred and seventy-five Pounds or thereabouts; and he found that it would be also greatly to the Advantage of the said Testator's Estate if the said Land could be let on Building Leases for a longer Period than the Term of Sixty-one Years provided by the said Testator's Will; and he found that it was expedient, and for the Benefit of the Parties interested in the said Testator's Estate, that the said Mansion House and Buildings should be pulled down, and the Materials thereof disposed of; and he found that the said Testator's Will did not contain any Power to invest his Personal Estate in the Purchase of Land or on Real Securities; and he found that there was then standing in the Name of the Accountant General of the said Court, to the Credit of the said Causes, in Bank Three Pounds *per Centum* Annuities Fourteen thousand five hundred and seventy-five Pounds and Eight Shillings, in the Three Pounds and Five Shillings *per Centum* Annuities Forty-five thousand Pounds, in *East India* Stock Six thousand Pounds, in Bank Stock Four thousand Pounds, and in Cash One thousand eight hundred and eighty-eight Pounds and One Shilling and Eleven-pence; and he found that it would be fit and proper, and for the Benefit of the Parties interested under the Will of the said Testator *William Turner*, that the said Testator's Estate at *Westham* in the County of *Essex* should be let on Building Leases; and, at the Request and with the Consent of all Parties (all Parties being then of Age), except the Defendants *John Turner*, *John Hornblow Turner*, *William Binns Wood*, and *William Taylor Abud*, the Executors of the said Testator, he certified that he was of opinion the following Scheme or Plan would be most beneficial to be adopted, with reference to the granting of such Leases, and preparatory thereto; (that is to say,) that such Roads, Footways, Drains, Sewers, and other Works and Matters as should in the Opinion of the Master from Time to Time to be fit and proper for the Purpose of preparing the said Estate for Buildings or incident thereto, should be made, constructed, and done at the Expence of the said Testator's Estate, under the Direction of a Surveyor, or some proper Person

Person to be nominated for that Purpose by the Receiver of the said Testator's Estate for the Time being, at an Expence not exceeding such Amount as should be from Time to Time approved of by the Master in that Behalf; that a Quantity of Bricks, not exceeding such Number as the Master should from Time to Time approve in that Behalf, should be made at the Expence of the said Testator's Estate, under the Direction of some proper Person to be appointed for that Purpose by the Receiver, from and out of the Clay and Brick Earth on the said Estate, to be dug and procured for that Purpose at the like Expence and under the like Direction; and that all Kilns, Erections, Apparatus, Works, Implements, Matters, and Things which should in the Opinion of the Master from Time to Time be fit and proper, either for the Purpose of digging or procuring the Clay and Brick Earth for such Bricks, or of burning or making the same, or incident thereto, should be constructed, erected, provided, and done in like Manner; but so nevertheless as that the Sum to be expended in and about such Kilns, Erections, Apparatus, Works, Implements, Matters, and Things, and in and about the digging and procuring such Clay and Brick Earth, and in and about the making and burning such Bricks, and incident thereto, should not exceed the Sum to be approved of by the Master in that Behalf; that such Sums as the Master should from Time to Time certify in that Behalf should be paid out of the Funds in Court from Time to Time standing to the Credit of the said Cause to such Person or Persons and in such Manner as the Master should from Time to Time direct, for the several Purposes aforesaid; that the Receiver should, with the Approbation of the Master, be at liberty to enter into any Contract with any Person or Persons for the making, constructing, or doing any such Roads, Footways, Drains, Sewers, and other Works and Matters as aforesaid, or for the digging or procuring any such Clay or Brick Earth as aforesaid, or for the making or burning any such Bricks as aforesaid, or for constructing erecting, providing, or doing any such Kilns, Erections, Apparatus, Works, Implements, Matters, or Things as aforesaid, or any Matter or Thing incident thereto; and such Contract or Contracts should contain all such Clauses, Conditions, Provisoes, and Agreements as the Master should from Time to Time approve of; that such Bricks as should be made as aforesaid at the Expence of the said Testator's Estate should be sold, under the Direction of the said Receiver, to Persons about to erect Buildings upon the said Estate, and in default of such Purchasers to other Persons at a Price not less than the Sum which should be from Time to Time fixed by the Master in that Behalf; that the Receiver should be at liberty, with the Approbation of the Master, to grant to any Person or Persons Liberty and Licence to dig Clay and Brick Earth from and out of the said Testator's Estate, and to make and burn Bricks thereupon, with all Powers necessary for that Purpose, and to sell and dispose of such Bricks for his own Profit, on Payment of such Royalty, and subject to such Restrictions, Stipulations, Conditions, Provisoes, and Agreements, as the Master should from Time to Time approve of; that the said Receiver should, with the Approbation of the Master, be at liberty to enter into Agreements for granting Building Leases of the said Estate, or any Part or Parts thereof, for a Term of Years not exceeding Ninety-nine Years, at a Peppercorn Rent for the first One or Two

Two Years of the Term, and afterwards at the best Rent which could be procured for the same, and that such Agreement should contain such Provisoes, Stipulations, Conditions, and Agreements as the said Receiver, with the Approbation of the Master, should think proper, and, if it should be thought expedient, should contain a Clause fixing a stipulated Sum to be paid by the Lessee for the Expence of the Lease, and in that Case that the Residue of the Costs, Charges, and Expences of preparing such Lease should be borne by the said Testator's Estate, and that Leases should from Time to Time be granted in pursuance of such Agreements by the Receiver, with the Approbation of the Master; that the Receiver should account for all the Sums received and paid by him in respect of the Matters aforesaid, in such Manner and at such Times as the Master should from Time to Time direct; that for the Purposes aforesaid, and for the Purpose of superintending the Erection of the Buildings to be erected and built on the Estate, and protecting the Interest of the said Testator's Estate, the Receiver should be at liberty, with the Approbation of the Master, to employ a Surveyor or Clerk of the Works, at a fixed or other Salary, to be approved of by the Master; and the said Master was also of opinion, and therefore found, that it would be expedient, and for the Benefit of the Parties interested in the said Testator's Estate, that the Sum of Five thousand Pounds, Part of the said Testator's Estate, should be expended, in manner in the said Scheme mentioned, in laying out the Roads and constructing the Sewers on the said Land, and otherwise preparing the same for such building, and in making Bricks thereon for Sale to Persons taking Building Leases thereof; and that such Sum of Five thousand Pounds should be raised and paid out of the said Sum of Fourteen thousand five hundred and seventy-five Pounds and Eight Shillings Bank Three Pounds *per Centum* Annuities standing to the Credit of the said Causes; and the said Master was also of opinion, and therefore found, that it was fit and proper that the said Mansion House and Buildings on the said Estate should be pulled down, and the Materials sold or re-used; and the said Master was also of opinion, and therefore found, that it would be for the Benefit of the Parties interested in the said Testator's Estate that such Leases should be granted for a longer Period than Sixty-one Years, namely, for a Period of not less than Eighty Years and not exceeding Ninety-nine Years; and that it would be expedient, and for the Benefit of the Parties interested in the said Testator's Estate, that an Application should be made to Parliament to enlarge the Powers of granting Building Leases contained in the said Will, and to authorize the other Acts and Matters aforesaid, and it would be fit and proper that the same should be extended for a Power to authorize the Personal Estate of the said Testator to be invested in the Purchase of Land or on Real Security: And whereas by another Order of the said Court of Chancery, bearing Date the Fourteenth Day of *January* One thousand eight hundred and forty-five, the said Report of the Seventh Day of *December* One thousand eight hundred and forty-four was confirmed, and it was ordered that the Petitioners be at liberty, at the Expence of the Estate of the said *William Turner*, to take such Proceedings as should be necessary and proper for the Purpose of soliciting and procuring such Act of Parliament as authorized by the said Master's Report:

Order of the Court of Chancery, confirming said Report, dated 14th January 1845.

And whereas the said Estate, Lands, and Hereditaments of the said *William Turner* the Testator situate at *Westham* aforesaid, being a Part of the Real Estate devised by him to the Uses and upon the Trusts aforesaid, is specified in the Schedule hereunto annexed, and the same, as to Part thereof, including the Mansion House thereon, is now unlet, and as to Part thereof the same is now let at the annual Rent also specified in the same Schedule: And whereas a Part of the said Estate of the said Testator situate at *Westham* aforesaid, such Part being about One Acre, is Copyhold of the Manor of *Westham Burnells*, and at a Court holden for the same Manor the said *John Turner*, *John Hornblow Turner*, *William Binns Wood*, and *William Taylor Abud* were admitted Tenants of the same Copyhold Hereditaments, to hold to them and their Heirs, according to the Custom of the said Manor, upon the Trusts of the said recited Will: And whereas, for the Reasons mentioned in the said Master's said Report of the Seventh Day of *December* One thousand eight hundred and forty-four, it will be greatly for the Advantage of the several Persons entitled to the said Estate at *Westham* under the said Will of the said Testator *William Turner* if Power was given to grant Building Leases of the said Estate at *Westham* for the extended Period and in the Manner and subject to the Restrictions and Regulations herein-after mentioned; and with a view to such Building Scheme it is also desirable that Power should be given to procure Enfranchisements of the said Copyhold Piece of Land, or to procure Licences for demising the same; and for the Reasons mentioned in the same Report, and with a view to preparing the same Estate for such Building Purposes as aforesaid, and for the general Improvement of the same Estate, it would also be highly beneficial to the same Persons if Power was also given to take down the said Mansion House and other Buildings now standing in or upon the same Estate, and to sell and dispose of or otherwise to use and employ the Materials thereof in or towards such Buildings and Improvements, and to lay out, plan, make, and construct all such Ways, Streets, Roads, Sewers, and Conveniences in or upon the same Estate as may be necessary, and as may render the same most eligible for such Building Purposes as aforesaid; and it will also, for the Reasons mentioned in the same Report, be highly beneficial to the several Persons entitled as aforesaid, and will greatly facilitate the letting of the same Estate upon Building Leases, if Power was given to dig and manufacture into Bricks the Clay and Brick Earth which may be found in, under, or upon the same Estate, subject to the Regulations herein-after mentioned or referred to, and also if Power was given to apply a Part of the Monies, Funds, and Personal Estate of the said Testator, not exceeding the Sum in the said Report mentioned, in or towards the Expence of digging and manufacturing such Clay into Bricks, and otherwise preparing and improving the said Estate for such Building Purposes as aforesaid; and it is also desirable, and it would be highly beneficial to the Persons entitled as aforesaid, if the said Powers referred to in the said Master's Report of investing the Monies and Personal Estate of the said Testator in the Purchase and on the Security by way of Mortgage of Real Estates were granted, with such Provisions and Stipulations as are herein mentioned: And whereas it would be greatly beneficial to the Persons entitled under the Will of the said Testator to his other

Lands, Hereditaments, and Premises, if, under the Powers of granting Building Leases contained in the said Will, such Leases were authorized to be granted for a longer Period than Sixty-one Years: But inasmuch as the several beneficial Purposes aforesaid cannot be effected without the Aid and Authority of Parliament, wherefore Your Majesty's most dutiful and loyal Subjects, the said Dame *Mary Ann Turner Sandys*, *Maria Frances Evans Meryweather*, *Montague John Turner*, *Marcus William Turner*, and *Maud Sarah Meryweather*, 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 the said *Montague John Turner*, or other the Receiver for the Time being appointed by the said Court of Chancery, during the Continuance of their respective Receiverships, and in case there shall be no such Receiver then some Person or Persons to be from Time to Time or at any One Time appointed by the said Court of Chancery for executing the Purposes of this Act or any of them, by any Order or Orders to be made by the same Court upon a Petition or Petitions to be duly preferred to the same Court, which Order and Orders and Appointment the said Court of Chancery is hereby authorized to make, shall be and he and they are hereby appointed the Person or Persons for executing the Purposes of this Act, and the several Powers and Authorities herein-after contained, or such and so many of the same Purposes and Powers as in and by such Order or Orders (if any), not amounting to a general Appointment for all the Purposes of this Act, he or they shall be authorized and appointed to execute.

Montague John Turner, or other the Receiver appointed by the Court of Chancery, to execute the Act.

II. And be it enacted, That it shall be lawful to and for the Person or Persons hereby appointed, or to be hereafter appointed as aforesaid, to execute the Purposes of this Act, but, during the Continuance of the said Suit or Suits or either of them, with the Approbation of the Master of the said Court to whom the said Causes may for the Time being stand referred, and after the Termination, Discontinuance, and final Decree or Order in the said Suits, then with the Approbation of a Master of the said Court, to be obtained under any Order or Orders to be made by the same Court upon a Petition or Petitions to be duly preferred to the same Court, which Order and Orders the same Court is hereby authorized to make, and with the Consent in Writing of the said *Mary Ann Turner Sandys*, *Maria Frances Evans Meryweather*, *Montague John Turner*, *Marcus William Turner*, and *Maud Sarah Meryweather*, and the Survivors and Survivor of them, during their, his, and her Lives and Life, and after the Decease of them, or any or either of them, with the Consent in Writing of the other Persons or Person, if any, who shall for the Time being be beneficially entitled to the Rents, Issues, and Profits of the said Estate specified in the Schedule hereto, or to any Part or Share therein, if such Person or Persons shall be of the Age of Twenty-one Years, and if not, or if such Person or Persons shall be a Feme Covert or Femes Coverts, or under his, her, or their Age or respective Ages of Twenty-one Years, then by and with the Consent in Writing of his, her, or their Husband or Husbands, Guardian or

Person or Persons hereby appointed may grant Leases, &c.

or Guardians, as the Case may be, and without any further or other Consent or Concurrence, (the Licence of the Lord or Lords of the said Manor of *Westham Burnells* for the Time being for that Purpose being first obtained for such Parts of the said Premises as are Copyhold of the said Manor), to demise or lease, or join or concur in demising or leasing, all and every or any Part or Parts of the said Estate, Lands, and Hereditaments specified in the said Schedule hereto, for any Term or Number of Years absolute not exceeding Ninety-nine Years, to take effect in possession, and not in reversion or by way of future Interest, to any Person or Persons who shall be willing to erect or build any House or Houses, Erections or Buildings, on the Land or Ground proposed to be demised, or any Part thereof, or to improve or repair any House or Houses, Erections or Buildings, which hereafter shall be on the said Land or Ground, or to erect or build any other House or Houses, Erections or Buildings, in lieu thereof or in addition thereto, or who shall be willing to annex any Part of the said Land or Ground for Pleasure Grounds, Paddocks, or Plantations, for detached Villas, or for Gardens, Yards, and other Conveniences to Buildings erected or built or to be erected or built on the said Land or Ground or any Part thereof, or on any adjoining Land or Ground, or otherwise to improve the said Premises or any Part thereof; and with or without Liberty for the Lessees to take down all or any of the Buildings standing on the Premises comprised in such Leases respectively, and by Sale or otherwise to convert and dispose of the Materials thereof to such Purposes as may be agreed on; and also with or without Liberty for the Lessees to erect Villas and detached Residences, with suitable Offices, and to appropriate a convenient Part of the Land adjoining for Pleasure Grounds, Paddocks, or Plantations to such Villas, or otherwise for the Convenience, Use, or Enjoyment of the Tenants thereof; and also with or without Liberty for the Lessees to set out and allot any Parts of the Land or Ground comprised in such Leases respectively as and for the Site of Streets, Squares, Circuses, or other Spaces of Ground, Roads, Lanes, Courts, Ways, Avenues, Paths, Passages, Sewers, Drains, Walls, Fences, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise for the Use and Convenience of individual Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement or Advantage thereof; and also with or without Liberty for the Lessees to dig and make, in or under any of the Land or Ground which may be set out or allotted for Streets, Squares, Circuses, Roads, Lanes, Courts, Ways, Avenues, or Passages as aforesaid, Arches, Cellars, or other Easements to any Houses or Buildings; and also with or without Liberty for the Lessees to fell, cut, dig, and to use or carry away, sell and dispose of, in and upon or out of the Land or Ground comprised in their respective Leases, such Timber, Earth, Clay, Loam, Sand, Gravel, or other Materials as it may be necessary or convenient to use or to remove for effecting any of the Purposes aforesaid, and also to dig any Earth or Clay out of any convenient Part or Parts of such Land or Ground, and to manufacture the same into Bricks or Tiles to be used in such new Buildings, Repairs, or Improvements, or to be sold and disposed of, as may be agreed on; and either with or without any other Liberties or Privileges which may

may be usual in Leases of a similar Description; so that in every such Lease there be reserved (except in those Cases where a Peppercorn Rent may be reserved according to the Provisions herein-after contained) the best yearly Rent that can, considering the Nature of the Case, be reasonably obtained for the same, to be made payable quarterly or half-yearly, without any Fine, Premium, or Foregift, or any thing in the Nature of a Fine, Premium, or Foregift, being taken for making such Lease, but with or without a Covenant or Agree- that all or any Part of the Fines on the Death of or Alienation by the Lord's Tenant or Tenants, and annual Quit Rents and other customary Payments, or the Rent-charge or Rent-charges for which the same may be commuted, to become due or payable to the Lord or Lords of the said Manor of *Westham Burnells* aforesaid in respect of the Premises comprised in any such Lease of the Messuages or Buildings or any of them to be erected on any Land Copyhold of the said Manor, shall respectively be paid by the Person or Persons for the Time being entitled to the Premises to be leased in possession, or in remainder or reversion immediately expectant on the subsisting Term or Terms therein respectively, or that the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, shall be allowed to retain the same respectively out of the yearly Rent or Rents to be reserved by such Leases respectively; and so that in every such Lease made for the Purpose of having Buildings finished or erected and built there be contained a Covenant on the Part of the Lessee or Lessees substantially to build and finish, under the Inspection and with the Approbation of the Surveyor of the Lessors, the Houses or other Buildings which may be agreed to be erected or built on the Premises, if not then already done, within a Time to be specified for that Purpose, and to keep in repair during the Term such Houses and other Buildings; and so that in every such Lease made for the Purpose of having Buildings rebuilt or repaired there be contained a Covenant on the Part of the Lessee or Lessees substantially to rebuild or repair the same within a Time to be specified for that Purpose, and to keep in repair during the Term the Houses and other Buildings agreed to be rebuilt or repaired; and so that in every such Lease, whether for rebuilding or repairing or otherwise, there be contained a Covenant from the Lessee or Lessees for the due Payment of the Rent or Rents thereby to be reserved, unless the same shall be a Peppercorn, and of all Taxes, Charges, Rates, Assessments, and Impositions whatsoever affecting the same Premises, and also a Covenant for the due Payment of all such Fines. Quit Rents, Rents-charge, and other Amounts and Sums, if any, payable to the Lord or Lords for the Time being of the said Manor of *Westham Burnells*, in respect of any Copyhold Lands or Grounds to be comprised in any such Lease held of the said Manor, or of any Messuages or Buildings erected or to be erected on any such Copyhold Lands or Grounds, as shall in and by any such Lease and Demise be agreed to be paid by any Lessee or Lessees, and also a Covenant for keeping the Houses and Buildings erected and built, or to be erected and built or improved on the Premises, insured from Loss or Damage by Fire to the Amount of Two Thirds at least of the Value thereof in some or one of the public Offices in *London* or *Westminster* for insuring against Fire,

and to lay out the Money to be received by virtue of such Insurance, and all such other Sums of Money as shall be necessary, in substantially rebuilding, repairing, and reinstating such Messuages or Buildings as shall be destroyed or damaged by Fire, or a Covenant to allow the Lessors to effect such Insurances as may be necessary, and add the Premiums payable thereupon to the Rent reserved in such Leases, and a Covenant to surrender and leave in repair the Houses and other Buildings to be erected and built or repaired on the Premises comprised in any such Lease on the Expiration or other sooner Determination of the Term to be thereby granted, and also a Proviso or Condition of Re-entry for Nonpayment of the Rent to be reserved, unless the same shall be a Peppercorn, if the same should be in arrear for Twenty-one Days, and not paid when demanded, on or at any Time after the Expiration of the said Twenty-one Days, but with or without a Proviso or Condition for Re-entry for Non-observance or Nonperformance of all or any of the Covenants and Provisoes therein contained as may be agreed on; and also all such other Covenants, Conditions, and Provisions, if any, as may appear to be reasonable and proper; and so that the respective Lessees execute Counterparts of their respective Leases; and so that no Lessees to whom any such Lease shall be made be by any Clause or Words therein contained authorized to commit Waste, or exempted from Punishment for committing Waste, save so far as may be necessary for the Purposes hereby authorized; and so that no Lease be made of any Premises Copyhold of the said Manor of *Westham Burnells* unless the same shall be consistent with or authorized by the Custom of the said Manor, or the Licence of the Lord or Lords for the Time being of the said Manor.

Contracts may be entered into for granting Leases.

III. And be it enacted, That from and immediately after the passing of this Act it shall be lawful for the Person or Persons hereby appointed or to be hereafter appointed to execute the Purposes of this Act as aforesaid, but nevertheless during the Continuance of the said Suits or either of them with such Approbation, or after the Termination or Discontinuance of the said Suits with such Approbation and Consent as aforesaid, but without any further Consent or Concurence, to enter into any Contract or Contracts in Writing for granting any Lease or Leases of all or Part or Parts of the said Lands and Hereditaments comprised in the said Schedule to this Act; and to agree or join in agreeing, when and as any Land or Buildings shall be so agreed to be let, or any Part or Parts thereof shall be built or rebuilt, or repaired, laid out, formed, or improved in the Manner and to the Extent to be stipulated in any such Contract or Contracts, by One or more Deed or Deeds to demise and lease the same Land and Buildings mentioned in such Contract or Contracts, or any Part or Parts thereof, to the Person or Persons contracting to take the same as aforesaid, or his, her, or their Executors, Administrators, or Assigns, or to such Person or Persons, to be approved of by the Person or Persons for the Time being hereby authorized to grant Leases as aforesaid, as he, she, or they shall appoint in that Behalf, for and during the Remainder of the Term or Terms to be specified in such Contract or Contracts, and in such Parcels, and under and subject to such Portions of the yearly Rent or Rents, to be specified by such

Contract or Contracts, as shall be thought proper, but so nevertheless that the yearly Rent to be reserved shall not exceed One Fourth Part of the clear yearly Rack Rent Value when fit for Habitation and Use of the Land and Buildings comprised in such Lease; and to agree or join in agreeing that the yearly Rents agreed to be reserved in such Contract or Contracts may be made to commence at such Period or Periods, not exceeding One Year from the Date of such Contract or Contracts, and may be made to increase periodically, beginning with such Proportion of the full Rent thereby agreed to be paid as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient or thought proper, for a Period not exceeding Four Years, and shall in such Contract or Contracts be provided for; and also to agree or join in agreeing that the Person or Persons with whom such Contract or Contracts may be entered into may have, exercise, and enjoy all or any of the Liberties which are authorized to be granted to Lessees under the Power of leasing herein-before contained.

Clause of Re-entry to be inserted in every Contract.

IV. And be it enacted, That in every Contract which shall be entered into in pursuance of this Act there shall be inserted a Clause or Condition for vacating the same as to and for Re-entry into such Part or Parts of the Premises therein comprised and agreed to be let as shall not have been actually leased in performance of the same Contract, in case the Hereditaments and Premises comprised in any such Contract shall not be built upon or rebuilt, repaired, laid out, or formed, or improved in the Manner in such Contracts stipulated, and within a reasonable Time to be therein appointed, and also a Clause or Condition that the Person or Persons to whom such Lease or Leases ought to be granted pursuant to such Contract shall accept the same, and execute a Counterpart or Counterparts thereof, and to pay such Charges of preparing same within such Time as herein is mentioned, and that in default thereof such Contract shall, as to all the Premies not actually leased in pursuance of the same Contract, be void; and every such Contract shall be binding upon all Parties having any Estate or Interest in the Premises, at Law or in Equity, under the said Will of the said *William Turner* deceased, and all Persons claiming under them, and shall be carried into execution by a Lease or Leases to be granted in pursuance of the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable; and it shall be lawful for the Person or Persons executing this present Power, in and by any such Contract as aforesaid, but nevertheless with such Approbation and Consent as herein-before is mentioned, to fix and determine the Amount of Costs, Charges, and Expences which shall be paid by such Lessee or Lessees as aforesaid for preparing and executing the said Contract or Contracts; and the Lease or Leases so to be granted as aforesaid, and the Counterpart or Counterparts thereof, and the Time or Times at which such Costs, Charges, and Expences shall be paid, and the Remainder, if any, of such Costs, Charges, and Expences, shall be borne and paid by and out of the said Estate of the said Testator, in like Manner as any other Expences are hereby authorized to be paid out of the said Estate.

V. And

Contracts may contain new Covenants.

V. And be it enacted, That it shall be lawful for the Persons or Person hereby appointed or hereafter to be appointed to execute the Purposes of this Act as aforesaid, nevertheless during the Continuance of the said Suit or Suits with such Approbation as aforesaid, and after the Termination or Discontinuance of the said Suits with such Approbation and Consent as aforesaid, but without any further Consent or Concurrence, from Time to Time to enter into, or join in entering into, any new Covenant or Covenants with any Person or Persons with whom any Contracts or Contract shall have been entered into by virtue of this Act, by way of Addition or Explanation or Alteration of all or any of the Covenants or Agreements in such Contract or Contracts respectively to be contained, or to release or join in releasing the Persons or Person respectively with whom any Contract or Contracts shall have been entered into by virtue of this Act, and his, her, or their Executors, Administrators, or Assigns, from the Observance of all or any Part of the same Contract or Contracts respectively, and, if the same shall be thought expedient, to enter into or join in entering into any new Covenants or Agreements with such Person or Persons, or his, her, or their Executors, Administrators, or Assigns, in lieu of the Part or Parts of the same Contract or Contracts respectively which shall have been so released.

Validity of Leases granted under the Provisions of this Act.

VI. And be it enacted, That every Lease to be granted under any of the Provisions of this Act, if in conformity with the same, shall be deemed and taken to be duly granted although it shall have been made in pursuance or in consequence of any previous Contract, and such previous Contract shall not in all respects have been duly observed, and notwithstanding any Variation between such Lease and such previous Contract; and that after any Lease shall have been executed such Contract for such Lease shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of the same Lease, provided such Lease shall be conformable to the Restrictions and Provisions herein contained with respect to Leases hereby authorized to be granted.

Person appointed to execute this Act to join in confirming any Leases.

VII. And be it enacted, That it shall be lawful for the Person or Persons hereby appointed or to be hereafter appointed to execute the Purposes of this Act as aforesaid, or to be hereafter authorized as aforesaid, (when and so often as Occasion may require, and they or he shall so think fit,) nevertheless during the Continuance of the said Suit or Suits with such Approbation, and after the Termination or Discontinuance of the said Suits with such Approbation and Consent as aforesaid, but without any further Consent or Concurrence, to confirm or join in confirming any Lease or Leases to be made by virtue of this Act, in every or any Case in which for some technical Error or Informality in granting or executing the same or otherwise any such Lease or Leases shall be void or voidable, or to make or grant any Lease or Leases, pursuant to the Powers and subject to the Restrictions herein-before contained, in lieu of such void or voidable Lease or Leases, for any Term or Estate not exceeding the then Residue of the Term or Estate granted or purporting to be granted by such void or voidable Lease or Leases respectively,

and

and at and under the same Rent or annual Payment as or at a larger Rent or annual Payment than was reserved in such void or voidable Lease or Leases respectively, but so nevertheless that no Fine or Premium shall in any Case be accepted or taken for making any such Confirmation or new Grant or Lease.

Power to enter upon the Lands and set out and appropriate them.

VIII. And be it enacted, That it shall be lawful for the Person or Persons hereby appointed or to be hereafter appointed to execute the Purposes of this Act as aforesaid, nevertheless during the Continuance of such Suit or Suits as aforesaid with such Approbation as aforesaid, and after the Termination or Discontinuance of such Suit or Suits as aforesaid with such Approbation and Consent as herein-before is mentioned, and without any further Consent or Concurrence, to enter upon the said respective Lands and Hereditaments specified in the said Schedule to this Act, and to set out, lay, allot, and plan and appropriate, in such Manner as he or they shall think fit, and as the said Master to whom the said Causes shall for the Time being stand referred approve, any Part or Parts of the same Lands or Grounds as and for the Site of Streets, Squares, Circuses, or other Spaces of Ground, Roads, Lanes, Courts, Ways, Avenues, Paths, Passages, Sewers, Drains, Walls, Fences, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise, for the Use and Convenience of individual Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement or Advantage thereof; and also, with such Approbation and Consent as aforesaid, to dig and make, in or under any of the Land or Ground which may be set out or allotted for Streets, Squares, Circuses, Roads, Lanes, Courts, Ways, Avenues, or Passages as aforesaid, Arches, Cellars, Vaults, Drains, Conduits, Sewers, or other Easements to any Houses or Buildings; and also, with such Approbation and Consent as aforesaid, to fell, cut, dig, and to use or carry away, sell, and dispose of, in and upon or out of the Land or Ground comprised in their respective Leases, such Timber, Earth, Clay, Loam, Sand, Gravel, or other Materials as it may be necessary or convenient to use or to remove for effecting any of the Purposes aforesaid; and also to dig away Earth or Clay out of any convenient Part or Parts of such Land or Ground, and, in manner and with the Approbation and Consent herein-after mentioned or referred to, to manufacture the same into Bricks or Tiles, to be used in such new Buildings, Repairs, or Improvements, or to be sold and disposed of, and the Plan of such Buildings and Improvements and of such Works of Accommodation as aforesaid shall be determined upon and specified in some general Deed or Deeds to be respectively executed for that Purpose, and to be approved of by the said Master to whom the said Causes shall for the Time being stand referred, such general Deed (if any) to be sealed and delivered by the Persons or Person for the Time being executing the Purposes of this Act, and to be enrolled in One of Her Majesty's Courts of Record at *Westminster* within Six Calendar Months from the Date of any such general Deed; and it shall be lawful for the Person or Persons hereby appointed or hereafter to be appointed for the Purposes of this Act, nevertheless with such Approbation and Consent as herein-before is mentioned, to enter into any Contracts or Agreements which may be requisite for the Purposes of such Improvements of the same Lands or Grounds

and other such Works as aforesaid, or any of them, with any Person or Persons whomsoever.

Power to take down the Mansion House, &c.

IX. And be it enacted, That it shall be lawful for the Person or Persons hereby appointed or to be hereafter appointed to execute the Purposes of this Act as aforesaid, nevertheless during the Continuance of the said Suits or either of them with such Approbation as aforesaid, and after the Termination or Discontinuance of the said Suits with such Approbation and Consent as herein-before is mentioned, and without any further Consent or Concurrence, to enter into and upon the said Lands and Hereditaments specified in the said Schedule to this Act, and to take down and pull down, or cause to be taken down and pulled down, the said Mansion House, and all Buildings connected therewith, and all other Buildings standing and being in or upon the same Lands and Hereditaments or on any Part thereof, without being in any way liable to any Action or Actions for Trespass or Waste, or for Damages in respect thereof, and either to sell and dispose of the Bricks, Stone, Timber, Fittings, and Materials of such Mansion House and Buildings to such Person or Persons, and for such Sum or Sums, and to be payable by the Purchaser or Purchasers, and in such Manner as to the Master to whom the said Causes shall for the Time being stand referred shall appear most beneficial for the same Estate, or, with the Approbation of such Master, to use and employ such Bricks, Stone, Timber, Fittings, and Materials in or towards the Construction of the several Works herein-before authorized to be made and done as aforesaid, for the general Improvement and Advantage of the same Lands and Hereditaments or any Part thereof; and it shall be lawful for the Person or Persons executing this present Power, with such Approbation and Consent as aforesaid, to make and enter into any Contracts or Agreements with any Person or Persons whomsoever which may be requisite for the Purposes last aforesaid or any of them.

Power to enter upon the Lands, to search for Earth, and convert the same into Bricks.

X. And be it enacted, That it shall be lawful for the Person or Persons hereby appointed or hereafter to be appointed to execute the Purposes of this Act as aforesaid, nevertheless during the Continuance of the said Suit or Suits with such Approbation as herein-before is mentioned, and after the Determination or Discontinuance thereof then with such Approbation and Consent as herein-before is mentioned, and without the Necessity of any further Consent or Concurrence, by any Deed or Deeds, Instrument or Instruments in Writing, to be duly sealed and delivered, to grant to any Person or Persons whomsoever full and free Liberty, Licence, or Authority to enter into and upon the said Lands and Hereditaments specified in the said Schedule, and to search for, dig, work, manufacture, and convert into Bricks the Brick and Malm Earth which may be found in, under, or upon the said Estate or any Part thereof, without being liable to any Action or Actions for Trespass or Waste, or for Damages in respect thereof, and for the Purposes aforesaid, or for any other Purposes authorized by this Act, to take, remove, carry away, and dispose of such Bricks, and to dig, sink, and make such Trenches and Pits, and to make, erect, set up, and work such Furnaces, Brick-kilns, and Machinery, as

shall be deemed convenient or necessary for working, procuring, conveying, burning, and manufacturing such Brick or Malm Earth, from or upon the same Lands; and with full and free Liberty and Authority to take and use sufficient Ground Room for depositing, laying, placing, and manufacturing all or any of the Brick or Malm Earth, Soil, or Refuse that shall from Time to Time be dug or gotten out of the said Lands, or from or out of any Furnaces, Brick-kiln, Manufactories or Works, to be erected, set up, or made up as aforesaid; and also full and free Liberty, Licence, Power, and Authority to erect, build, set up, and hold, occupy, and enjoy, in any convenient Places on any Part of the Lands comprised in such Grant or respective Grants, all such Sheds, Stables, or other Buildings, Walls, Fences, Machinery, Brick-kilns, and other Works as shall from Time to Time be needful or desirable for more conveniently enjoying, manufacturing, and working the said Brick or Malm Earth and Works respectively, or for the Habitation and Convenience of Workmen and others, and for the Accommodation of Horses and other Cattle employed in or about the said Works, or for storing, standing, laying, or placing Utensils, Implements, or Produce to be respectively employed, used, or gotten in or about the same; provided that in and by every such Grant or respective Grants (if any) there shall be reserved and made payable during the Continuance thereof respectively the best and highest Sum or Sums, Payment or Payments, in the way of Royalty, (not being less than One Shilling for every Thousand Bricks which may be so manufactured,) which can be reasonably had or gotten for the same, so that in every such Grant there shall be contained a Condition or Power of Re-entry and Avoidance of the said Grant for the Nonpayment of the Royalties or Reservations to be thereby respectively reserved, at such Time or Times after the same shall become due as shall be thought proper or deemed advisable by such Master as aforesaid, and so that the respective Grantees to be named in such Grants respectively shall duly execute Counterparts thereof respectively, and enter into such Covenants and Agreements for the due and punctual rendering and paying the Royalties and Reservations to be thereby respectively reserved, and also all such Powers of Entry upon the respective Lands over which such respective Grants shall extend, and of distraining for the Royalties then in arrear in such Manner as Landlords may for Rent in arrear under Leases for Years, and such Reservations, Conditions, Powers, or Conditions of Re-entry, and of Distress, shall be good, valid, and effectual to all Intents and Purposes, any Law, Statute, Custom, or Usage to the contrary notwithstanding; and in every such Grant, if any, as aforesaid, shall also be contained all such Covenants, Agreements, Restrictions, Provisions, and Conditions as by such Master of the said Court of Chancery shall be considered necessary for limiting the Quantity of Clay which may be dug and gotten out of the said Estate as aforesaid, or any Part or Parts thereof, and for the filling up and levelling the Lands from which the same may have been taken, and for securing to the Lessee or Lessees or other Person or Persons about to build on the same Estate, under or by virtue of any Lease or Leases, Contract or Contracts, made and entered into by virtue of this Act, or some or one of them, the Right of Pre-emption or first Offer of or Right to purchase all the Bricks which

which may be manufactured as aforesaid, or such and so many of them as the said Master shall deem necessary for the Purposes of the Buildings to be erected and built on the Lands comprised in such Lease or Leases, Contract or Contracts respectively, at or for a fair and reasonable Price or Valuation, as the said Master shall determine, and the Amount of such Price or Valuation either shall be or shall not be fixed and determined in such Grant or respective Grants, as to the said Master shall seem fit.

Leases and Grants to be valid and binding at Law.

XI. And be it enacted, That every Lease and Grant which shall be executed in pursuance of this Act shall be absolutely valid and binding at Law and in Equity upon the said *Mary Ann Turner Sandys*, *Maria Frances Evans Meryweather*, *Montague John Turner*, *Marcus William Turner*, and *Maud Sarah Meryweather*, and their respective Heirs, Executors, Administrators, and Assigns, and upon all and every Person or Persons claiming or to claim under the Will of the said *William Turner* deceased, and also on the said *John Turner*, *John Hornblow Turner*, *William Binns Wood*, and *William Taylor Abud*, their Heirs, Executors, Administrators, and Assigns; and that the Right to receive the Rent or Rents, Royalty or Royalties, or other Reservations to be reserved and made payable upon any Lease or Grant to be granted or made in pursuance of this Act, and the Right to take advantage of any Proviso or Condition of Re-entry to be contained in such Lease or Grant, or of any Forfeiture of the Term, Right, or Interest conferred thereby, and the immediate Reversion of the Lands and Hereditaments to be comprised in any such Lease or Grant, shall from Time to Time be deemed to be vested, during the Continuance of the said Suit or Suits or either of them, in the Person or Persons hereby appointed or hereafter to be appointed to execute the Purposes of this Act, and after the Termination or Discontinuance of the said Suits as aforesaid then in the Person or Persons who would for the Time being have been entitled to the Possession of the Lands and Hereditaments comprised in such Lease respectively in case the same had not been executed; and that when and if any Entry under a Condition of Re-entry or for a Forfeiture shall at any Time or Times be made upon any Lands or other Hereditaments to be demised or granted in pursuance of the Provisions of this Act, then from and after such Entry the Lands or other Tenements or Hereditaments comprised in the Lease or Grant which shall have been avoided by such Entry, and the Buildings erected and then standing thereupon, shall become and be vested in such Person or Persons, and in such Shares and Proportions, and with such Remainders and Limitations over, and under and subject to such or the like Trusts, Charges, Powers, Provisoes, Agreements, and Declarations, as the same Premises would at the Time of making such Entry have been vested in and subject or liable to in case the same had never been so leased or granted as aforesaid.

Lessees Covenants to run with the Land, &c.

XII. And be it enacted, That all Covenants for the Benefit of the Inheritance which shall be entered into by any Lessee or Lessees, Grantee or Grantees, of any Lands or other Hereditaments under the Authority of this Act, shall on the one hand be deemed to run and shall run with the Land and Hereditaments leased or granted to such

such Lessee or Lessees, Grantee or Grantees, and shall bind him, her, or them, his, her, or their Executors, Administrators, and Assigns, and shall on the other hand be deemed to run and shall run with the Reversion of the Lands or Hereditaments to be comprised in the Lease or Leases, Grant or Grants thereof, or in the Case of a Grant of Easements with the Rent reserved by the Grant or Lease thereof, so as that the Person or Persons for the Time being entitled to the Reversion immediately expectant on the Determination of the Lease or Leases, Grant or Grants, or to such Rent or other Reservations, (as the Case may be,) shall have the full Benefit of such Covenant or Covenants, and be able to maintain an Action or Actions of Covenant thereon.

Covenants may be entered into with the Lessees.

XIII. And be it enacted, That in case the Person or Persons for the Time being herein-before authorized to grant Leases as aforesaid shall at any Time or Times hereafter enter into any Covenant or Covenants with the Lessee or Lessees of any Part or Parts of the said Lands or Hereditaments hereby authorized to be leased as aforesaid, as to the Mode in which any other Part or Parts of the said Lands and Hereditaments shall be built upon, laid out, or improved, such Covenant or Covenants shall be deemed to run and shall run with such other Part or Parts of the said Lands or other Hereditaments, and shall be held binding in Law upon all Persons whomsoever at any Times thereafter having or claiming such other Part or Parts of the said Lands or other Hereditaments, in respect of the Estate or Estates of such Person or Persons so having or claiming, and whilst he or they shall have and claim, such Estate or Estates respectively, but no further or otherwise, and such last-mentioned Person or Persons shall be liable to the Covenantee or Covenantees, his, her, or their Executors, Administrators, and Assigns respectively, upon such Covenant or Covenants, in the same Manner and to the same Extent as the original Covenantors or Covenantor, their or his Heirs, Executors, or Administrators, and Assigns, and as such Person or Persons so having or claiming such Estate or Estates respectively would have been liable in case he, she, or they had originally entered into such Covenant or Covenants, instead of the said original Covenantors or Covenantor, but only for any Breach or Breaches of Covenant during the Continuance of his, her, or their Estate or Estates, and such original Covenantors or Covenantor shall only be liable upon such Covenant or Covenants for any Act, Matter, or Thing done, committed, or suffered by them or him; and in order that the Lessee or the respective Lessees may be able to take advantage of such Covenant or Covenants, the same shall be deemed to run and shall run with the Lands, Easements, or other Hereditaments leased to the Person or Persons with whom such Covenant or Covenants shall be entered into, so as that the Assignee or Assignees for the Time being of the Leasehold Interest of the Person or Persons with whom such Covenant or Covenants shall have been entered into shall have the full Benefit of such Covenant or Covenants, and shall be able to maintain an Action or Actions of Covenant thereon against any Person or Persons as against whom the Obligation of such Covenant or Covenants is hereby made to run as aforesaid.

Provisoes for Re-entry to be apportionable according to the Agreement of the Parties.

XIV. Provided also, and be it enacted, That no Lease or Contract to be made under the Authority of this Act shall be void or invalid, or defeasible or questionable, on the Ground that the Right of Entry or Re-entry for Nonpayment of Rent, or for the Breach of all or any of the Stipulations, Covenants, and Agreements to be therein contained, shall be confined by any Terms restricting the same to the Parts of the Hereditaments leased or agreed to be leased where the Breach or Default in the Lessee's Covenant shall have been committed, or on the Ground that the same shall be confined by any other Terms restricting the Right of Entry to a Part only of the Buildings, Lands, or Tenements to be leased or agreed to be leased by any such Lease or Contract, and that notwithstanding any Avoidance of any Lease or Contract as aforesaid for the Breach of any such Stipulations, Covenants, or Agreements as to Part only of the Buildings, Lands, or Hereditaments which from Time to Time shall continue to be held under or by virtue of the same Lease or Contract; and for this Purpose every such Condition shall be apportionable, and shall have Effect according to the Intention of the Parties as expressed in any such Lease or Contract accordingly; and no Underlease or Underleases to be granted of all or any Part of the Ground to be comprised in any Lease or Contract to be made by virtue of the Provisions herein-before contained shall be liable to Forfeiture, or to the Operation of the Provisoes or Condition of Re-entry, for Nonperformance of the Covenants, Provisoes, or Conditions contained on the Part of the Lessee in the original Lease, by reason of the Breach or Nonperformance of any such Covenants, Provisoes, or Conditions, unless such Breach or Nonperformance shall arise or be made with reference to the particular Premises to be comprised in any such Underlease or some Part thereof; and moreover, that the Breach or Nonperformance of any of the said Covenants, Provisoes, or Conditions, with reference to the Premises comprised in any such Underlease, shall not work a Forfeiture of the original Lease thereof as respects any other Premises therein comprised and not included in such Underlease; and that the Proviso for Re-entry to be contained in such original Lease for Nonperformance of any of the Covenants, Provisoes, or Conditions to be therein contained on the Part of the Lessee shall accordingly be and be construed and held to be apportionable so and in such Manner as that the same shall have a distinct or separate or exclusive Operation with respect to the Premises to be comprised in each such Underlease as aforesaid, in such and the same Manner as if instead of each original Lease comprising more than the Premises included in each such Underlease as aforesaid there had been an original separate Lease of the Premises respectively comprised in each such distinct Underlease as aforesaid.

Power to enter upon Lands, and make Contracts for the Manufacture of Bricks, &c.

XV. And be it enacted, That it shall be lawful for the Person or Persons hereby appointed or to be hereafter appointed to execute the Purposes of this Act as aforesaid, nevertheless during the Continuance of the said Suits or either of them with such Approbation as herein-before is mentioned, and after the Termination or Discontinuance of the said Suits with such Approbation and Consent as herein-before is mentioned, and without any further Consent or

Concurrence, by himself and themselves, his and their Servants, Agents, and Workmen, to enter into and upon the same Estate, or into and upon so much and such Part and Parts thereof as shall not for the Time being be comprised in or subject to any such Grant or Grants, Licence or Licences as aforesaid, and to make, do, and execute, hold, exercise, and enjoy, or to enter into any Contract or Contracts with any Person or Persons who shall be willing to make, do, and execute, for the making, doing, and Execution of all and every and such and the like Works, Matters, Powers, Authorities, Liberties, Privileges, and Things, in, over, or upon in respect of the same Estate, or such Part or Parts thereof as aforesaid, as he and they are herein-before authorized to grant to any other Person or Persons, for the Purposes and in manner aforesaid; and the Person or Persons executing this present Power shall and may employ all such Clerks, Surveyors, Servants, and Workmen as shall be necessary, fitting, or proper for the Purposes aforesaid or any of them; and in every such Contract as last aforesaid which may relate to the Manufacture of Bricks shall be contained proper Terms and Stipulations for securing the Manufacture and Delivery of such Bricks at such Price, within such Time, and in such Manner as shall in such Contract or Contracts be agreed upon.

Bricks to be offered for Sale to the Lessee of the Estate.

XVI. And be it enacted, That as to such of the said Bricks (if any) as shall be manufactured as aforesaid, other than and except such of the same as may be manufactured under or by virtue of any such Grant or Grants as aforesaid, the same, or such a Quantity thereof as such Master as aforesaid shall consider sufficient, shall in the first place be offered for Sale to the Lessee or Lessees of the same Estate, or some or One of them, at and for such Price or Prices as such Master shall determine; and such Master shall, if he shall think fit, require the Lessee or respective Lessees to whom such Bricks shall or may be sold as aforesaid to enter into any proper and sufficient Contracts, Stipulations, Conditions, and Undertakings, for securing the using and Employment of such Bricks for the Purposes of the Buildings to be erected and built upon the Lands comprised in the Lease or respective Leases of such Lessee or Lessees, or some Part thereof; and in case such Lessee or respective Lessees shall either refuse to purchase the same or any of them, or shall neglect to signify by Writing his Acceptance of the Purchase or Purchases thereof for the Space of Seven Days after such Offer shall have been made to him or them, then and in every such Case the same Bricks, or such and so many of them whereof the Purchase shall not have been made or accepted as aforesaid, shall be sold and disposed of to such Person or Persons, for such Price or Prices, and in such Manner as such Master shall think fit, or otherwise the same or any of them may, with the Approbation of such Master, be used and employed in such Manner and for such Purposes as are herein-before mentioned of and concerning the Materials of the said Mansion and Buildings herein-before authorized to be pulled down as aforesaid.

For the Enfranchisement of the

XVII. And be it enacted, That it shall be lawful for the Person or Persons hereby appointed or to be hereafter appointed to execute the

Copyhold Estates.

the Purposes of this Act as aforesaid, nevertheless during the Continuance of the said Suits or either of them with such Approbation as herein-before is mentioned, and after the Termination of the said Suits with such Approbation and Consent as aforesaid, but without any further Consent or Concurrence, from Time to Time or at any One Time to purchase or obtain from the Lord or Lords of the said Manor an Enfranchisement of all or any of the said Copyhold or Customary Hereditaments, either in consideration of a Sum or Sums of Money, or in consideration of One or more yearly Freehold Rent-charge or Rent-charges in Fee, to be issuing out of and chargeable upon the Hereditaments which shall be agreed to be enfranchised in consideration of such Rent-charge, and when and so often as any such Copyhold or Customary Hereditaments shall be agreed to be enfranchised; and for effecting any such Enfranchisement all necessary and proper Conveyances and Assurances by way of Enfranchisement shall be made to the Person or Persons herein-before authorized to purchase and obtain such Enfranchisement, and his or their Heirs, or to such other Person or Persons or in such other Manner as to the said Person or Persons shall seem fit, of the Freehold of the Hereditaments to be enfranchised; and the said Person or Persons hereby appointed or to be herein-after appointed to execute the Purposes of this Act as aforesaid shall (nevertheless with the like Approbation or with the like Approbation and Consent as aforesaid, as the Case may be,) on the Execution of any such Conveyance have Power to charge with a Rent-charge in Fee to the Lord or Person or Persons making such Enfranchisement, and his or their Heirs and Assigns, such Hereditaments as shall be enfranchised in consideration of a Rent-charge, and when and so often as any Conveyance or Assurance by way of Enfranchisement shall be made, to the Person or Persons for the Time being executing the Purposes of this Act; and the Estate or Interest so conveyed or assured by way of Enfranchisement shall thenceforth go and be to the previous Uses upon and for the Trusts then subsisting and capable of taking effect of the enfranchised Hereditaments, and not so as to alter the Nature of the Interest in the same Hereditaments of the Parties beneficially entitled thereto under the said Will of the said *William Turner* deceased.

Power to contract with the Lord of the Manor for a Licence to demise or lease the Copyhold Lands.

XVIII. And be it enacted, That it shall be lawful for the Person hereby appointed or to be hereafter appointed to execute the Purposes of this Act as aforesaid, nevertheless during the Continuance of the said Suit or Suits or either of them with such Approbation as herein-before is mentioned, and after the Termination or Discontinuance of the said Suits with such Approbation and Consent as aforesaid, but without any further Consent or Concurrence, to contract or agree with the Lord or Lords for the Time being of the said Manor of *Westham Burnells* for a Licence, where necessary, to demise or lease all or any Part of the said Copyhold or Customary Lands and Hereditaments for all or any or either of the Purposes of this Act, and for obtaining any such Licence to pay all Fines, Fees, and Expences which shall be necessary or reasonable for obtaining any such Licence.

XIX. And

XIX. And be it enacted, That it shall be lawful for the said Court of Chancery to direct the Payment out of any Funds for the Time being standing in the Name of the Accountant General in trust in the said Causes or either of them, of such Sum or Sums as shall be necessary or agreed to be paid for or in the way of Purchase Money or Consideration Fines and Fees in respect of any and every such Enfranchisement and Licence which may be so purchased or obtained as aforesaid, and of the Costs and Expences of such Enfranchisements and Licences respectively, and the raising of Monies for the Purpose; and the same Sums, Costs, and Expences shall be raised in such Manner as herein-after is mentioned of and concerning any Monies herein-after authorized to be raised for the Purpose of purchasing Manors, Messuages, Lands, Tenements, and Hereditaments.

Court of Chancery may direct the Payment of Fines for Enfranchisement out of Funds standing in the Name of the Accountant General.

XX. And be it enacted, That it shall be lawful to and for the Trustees or Trustee for the Time being of the said recited Will of the said *William Turner*, but nevertheless during the Continuance of the said Suits or either of them with such Approbation and Consent as herein-before is required for executing any other Powers of leasing by this Act granted, and after the Determination or Discontinuance of the said Suits with such Approbation and Consent as herein-before also is required for executing any Powers of leasing by this Act granted after such Determination or Discontinuance, to demise or lease all or any of the Lands, Hereditaments, and Premises (other than such of the same Premises as are specified in the Schedule hereto) in, over, or upon which the Power of granting or making Building Leases as by the same Will granted, for any Term or Number of Years not exceeding Ninety-nine Years, to take effect in possession, and not in reversion or by way of future Interest, so that upon every such Lease there be reserved and made payable half-yearly or quarterly the best Rent that can be reasonably had or obtained for the same, without taking any Fine or Foregift, or any Matter or Thing in lieu thereof, for the making or granting of the said Lease or Leases, and so that the Lessee or Lessees to whom such Lease might be granted shall not by any Clause or Words therein contained be freed from Impeachment of Waste, except such Waste as may be necessary for the Purposes of building, and so that in every such Lease there shall be a Clause in the Nature of a Condition of Re-entry in case the Rent or Rents reserved be behind or unpaid by the Space of Twenty-one Days, and so that the Lessee or Lessees to whom the same shall be made shall seal and execute a Counterpart thereof; and every Lease so to be granted shall be deemed and taken to be a Lease granted under the Powers of the said Will, to all Intents and Purposes as if the Powers of granting and making Building Leases by the same Will given to the Trustees or Trustee of the same Will had authorized the granting or making of such Leases for any Term or Number of Years not exceeding Ninety-nine Years, instead of the Term or Number of Years not exceeding Sixty-one Years for which Building Leases are thereby authorized to be granted and made.

Trustees empowered to grant Leases for Ninety-nine Years of the Lands, &c. of the Testator.

XXI. And be it enacted, That it shall and may be lawful for the said Court of Chancery, at any Time or Times, and from Time to Time

Court of Chancery may, on Pe-

tition, direct Monies to be laid out on Mortgage, &c.

Time after the passing of this Act, upon a Petition to be duly preferred to the same Court, from Time to Time to order that all or any Part of the said Stocks or Funds so standing or which shall or may hereafter be placed to or stand in the Name of the said Accountant General, in trust in the said Causes or either of them, shall be sold by the said Accountant General, and that the Monies which shall be produced by such Sale or Sales, or such Part or Parts thereof as in and by such Order shall be directed, shall be invested and laid out at Interest on Mortgage of Real Securities in *England* or *Wales*; and also, by any Order or Orders so to be obtained as aforesaid from Time to Time to direct the calling in of the Monies (if any) so for the Time being invested on Mortgage of Real Estates, and by the same or any other Order or Orders to direct the Reinvestment of the Monies so called in on Securities of a like Nature or on any other Securities, or in such Purchase of Real Estate as next herein-after mentioned, and also, by any Order or Orders so to be obtained as aforesaid, to order the whole or any Part of the said Monies herein-before authorized to be invested on Mortgage as aforesaid to be laid out and invested in the Purchase of any Freehold, Copyhold or Customary Manors, Messuages, Lands, Tenements, or Hereditaments in *England*, of an Estate of Inheritance in Fee Simple; and all and every (if any) the Manors, Messuages, Lands, Tenements, and Hereditaments in which the said Monies shall be laid out at Interest, or which shall be so paid as aforesaid, shall be respectively conveyed, surrendered, or assigned to and vested in the Person or Persons hereby appointed or to be hereafter appointed to execute the Purposes of this Act as aforesaid, for the Time being, according to the Nature of the Estate or Interest therein, upon trust nevertheless as to such (if any) of the same Manors, Messuages, Lands, Tenements, and Hereditaments as shall have been so purchased as aforesaid, with the Approbation of the said Court of Chancery, to be signified by an Order in that Behalf, to be obtained on Petition as aforesaid, to sell and dispose of the said Manors, Messuages, Lands, Tenements, and Hereditaments which shall have been so purchased as aforesaid, either by public Sale or private Contract, and in such Manner as shall be deemed most expedient, and at the best Price or Prices that can at the Time of such Sale be reasonably had or gotten for the same, unto any Person or Persons who shall be willing to become Purchaser or Purchasers thereof, and who, having paid his, her, or their Purchase Money or Purchase Monies into the Bank of *England* in the Manner and with the Privity herein-after mentioned, and obtained a Receipt or Receipts, and Certificate or Certificates, as also herein-after are mentioned, shall be thereby fully discharged from such Purchase Money or Purchase Monies, or so much thereof as in such Receipt or Receipts, Certificate or Certificates, shall be expressed to be received, and shall not afterwards be liable to see to the Application of such Money or Monies, or be answerable for the Misapplication or Nonapplication thereof; and the Monies arising from every such Sale (after Payment of the Costs, Charges, and Expences attending the same,) shall remain and be upon and for such and the same Trusts, Intents, and Purposes as the Money laid out in the Purchase of such Manors, Messuages, Lands, Tenements, and Hereditaments

was subject to before such Purchase was made, or could have been subject to if the same had not been laid out thereon; and in the meantime and until such Manors, Messuages, Lands, Tenements, and Hereditaments shall be so resold the Rents and Profits thereof shall be paid and applied in such Manner as the Interest, Dividends, and annual Produce of the Money laid out in the Purchase thereof would have been applied in case such Purchase had not been made; and all and every the said Manors, Messuages, Lands, Tenements, and Hereditaments so to be purchased under this present Power as aforesaid shall, when so purchased, be considered as Money, and be subject to such and the same Trusts in all respects as the Money laid out in the Purchase thereof would have been subject to if the same had not been laid out therein.

Monies arising from Sales to be paid into the Bank of England.

XXII. And be it enacted, That as respects all Monies which shall be produced by or payable in respect of any Sale or Sales of Manors, Messuages, Lands, Tenements, and Hereditaments, under the Powers or Authorities herein-before contained, after Payment of such Expences in reference thereto as herein-before are mentioned, and as respects all Monies which shall be payable by reason or in respect of any Mortgage or Security of Real or Leasehold Estate to be effected under the Powers and Authorities herein-before contained, the same shall be respectively paid by the Purchaser or Purchasers, Mortgagor or Mortgagors, as the Case may be, or other the Person or Persons by whom the same may be respectively payable, 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 an Account or Accounts there to the Credit of the said Causes, 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 that the Certificate or Certificates to be given by the said Accountant General, together with the Receipt and Receipts of the Cashier of the Bank of *England*, to be thereto annexed, and therewith filed in the Register Office of the said Court of Chancery, for the Payment into the Bank of *England* of such Monies, shall from Time to Time and at all Times thereafter be deemed and taken to be a good and sufficient Discharge to the Person or Persons paying the same, their Executors, Administrators, and Assigns, for the same.

Surveyor to be appointed.

XXIII. And be it enacted, That it shall and may be lawful to and for the Person or Persons hereby appointed or to be hereafter appointed to execute the Purposes of this Act, from Time to Time to nominate and appoint an experienced Surveyor or Clerk of the Works, for the Purpose of surveying, managing, and conducting and superintending all and every or any of the Improvements, Works, Erections, and Buildings herein-before authorized to be made, done, executed, erected, and built, or which may be made, done, or executed, erected, and built, under or by virtue of any Power or Authority herein-before contained, in, over, or upon the said Estate specified in the said Schedule to this Act, or any Part or Parts of the same Estate, either before the Buildings shall be commenced, or during the Erection thereof, or after the same shall be completed, for the

the general Management of the same Estate, with such a fixed or varying Salary as the said Master shall approve, and also from Time to Time to remove or dismiss any such Surveyor, and to appoint another in his Room; and the Salary to which such Surveyor shall become entitled as aforesaid shall be paid at such Time and in such Manner, and out of such of the said Real and Personal Estate of the said Testator, as the said Master shall from Time to Time or at any One Time determine.

Accounts of Costs and Expences of Proceedings to be kept.

XXIV. And be it enacted, That the Person or Persons hereby appointed or to be herein appointed to execute the Purposes of this Act shall enter or cause to be entered in a Book or Books to be kept for that Purpose proper and regular Accounts of the Costs, Charges, and Expences incurred or to be incurred in, about, or in consequence of the Performance of the several Acts, Matters, and Things herein-before expressly or by reference authorized to be made, done, and executed by him and them; and it shall be lawful for the Master of the said Court of Chancery to whom the said Causes shall for the Time being stand referred, or in case of the Termination or Discontinuance of the said Causes then for any Master of the said Court to whom the same may be referred, by any Order to be made or obtained on Petition in a summary Way, to allow the same Expences, or such of them as he shall deem proper; and after the same Costs, Charges, and Expences, or any of them, shall have been so allowed, the same, or such of them as shall be so allowed, shall and may be paid and defrayed and raised with and out of such Funds and in such Manner as herein is mentioned.

Application of the Money under the Direction of the Court of Chancery.

XXV. And be it enacted, That it shall and may be lawful to and for the said Court of Chancery to direct the Payment, in such Manner as they shall think fit, of the said Sums of Two thousand one hundred and twenty-five Pounds and Two thousand eight hundred and seventy-five Pounds, in the said Master's Report mentioned, for the Purposes in the same Report and herein-before mentioned or referred to, and of all other the Costs, Charges, and Expences attending the Execution of all or any of the Purposes, Powers, or Authorities in anywise consequent on the passing of this Act, including the Costs, Charges, and Expences preparatory to and in applying for and obtaining this Act, and such Costs, Charges, and Expences as the said Master is herein-before authorized to allow; and for the Purposes of the Payment of such Sums, Costs, Charges, and Expences, it shall be lawful for the said Court of Chancery, by any Order or Orders, to be obtained on Motion or Petition to be duly preferred, to order a sufficient Part of the said Sum of Three Pounds *per Centum* Annuities, or of the Stocks or Funds in which the said Monies now invested in the said Sum of Fourteen thousand five hundred and seventy-five Pounds Eight Shillings shall or may be hereafter laid out and invested, or of any other Stocks or Funds of the said Testator, to be sold by the Accountant General.

Court of Chancery to make Orders

XXVI. And be it enacted, That it shall be lawful for the said Court of Chancery from Time to Time to make such Order or Orders as the said Court shall think fit for taxing and settling all Costs,

for Taxation and Payment of Costs.

Costs, Charges, and Expences which have been or shall be incurred in obtaining and passing this Act, and in making the several Applications to the said Court of Chancery in pursuance thereof, and investing and reinvesting all or any of the Monies herein-before authorized to be invested in the Purchase of Real Estates, or on the Security by way of Mortgage of Real or Leasehold Estates, and other Matters and Things herein-before authorized to be made and done for executing the Powers of this Act or any of them, or to be otherwise incurred in carrying the several Provisions of this Act into effect, and from Time to Time to make such Order or Orders as the said Court shall think fit for the Payment of all such Costs, Charges, and Expences as aforesaid out of any Monies which may for the Time being be subject to the Trusts of the Will of the said Testator, or out of any Stocks or Funds for the Time being standing in the Name of the said Accountant General in trust in the said Causes; and it shall also be lawful for the said Court of Chancery from Time to Time to make such other Order or Orders for facilitating all or any of the Purposes and Powers of this Act, as the said Court shall think fit, according to the true Intent and Meaning hereof.

General Saving.

XXVII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators, other than and except the said *John Turner*, *John Hornblow Turner*, *William Binns Wood*, and *William Taylor Abud*, their and each and every of their Heirs, Executors, Administrators, and Assigns, *Mary Ann Meryweather*, *William Stephens Turner Mellish Turner*, *Mary Ann Turner Sandys*, *Maria Frances Evans Meryweather*, *Montague John Turner*, *Marcus William Turner*, *Maud Sarah Meryweather* in the said Will called *Matilda Sarah Meryweather*, and their and each and every of their Heirs, Executors, Administrators, and Assigns, and all the Children to be born of them the said *Mary Ann Meryweather*, *Mary Ann Turner Sandys*, *Maria Frances Evans Meryweather*, *Montague John Turner*, *Marcus William Turner*, *Maud Sarah Meryweather*, their and each and every of their Heirs, Executors, Administrators, and Assigns, and the right Heir of the said Testator *William Turner*, all such Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, out of, or upon the same Hereditaments, Monies, Stocks, Funds, Securities, and Premises respectively, and every or any Part thereof, as they, every or any of them, had before the passing of this Act, or could or might have held or enjoyed in case this Act had not passed.

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

XXVIII. And be it enacted, That this Act shall be printed by the several Printers to the Queen's most Excellent Majesty duly 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.

SCHEDULE to which this Act refers.

Copyhold of the Manor of Westham Burnells.

All that Messuage, Tenement, or Cottage formerly a Smith's Shop, and One Acre of Land, with the Appurtenances, situate in Little Barrow Field in the Parish of Westham, or undivided Part or Parts of and in the same Hereditaments.

Freehold situate in the Parish of Westham aforesaid.

All that Mansion House, Messuage, or Tenement, Brewhouse, Dairyhouse, Outbuildings, Yards, Gardens, and Appurtenances, fronting the High Road leading from Westham to Plaistow.

All that Close commonly called Short's Close, containing by Estimation Fourteen Acres, adjoining the Ground called Shoot's Lease on the one Side, and the Land leading into the West Marsh on the other Side.

All that Piece of Land lying on the East Side of the said High Road, containing Two Acres and a Half, called the Two Acres.

All that Piece of Land situate on the said High Road leading from Westham to Plaistow, containing Four Acres Two Roods and Twelve Perches, abutting North upon Two Fields called the Bedfords, South upon the said High Road, East upon certain Grounds called the Great Bedfords, and West on Little Ladywell Field.

All that Messuage or Tenement and Garden, and One Acre of Land adjoining, in the Parish of Westham, formerly in the Occupation of John Furley, and afterwards of Archibald Chalmer, Schoolmaster,

Rental.

The said Mansion House and Premises adjoining are now unlet. The Fields or Closes of Land, containing Fourteen Acres, and Four Acres Two Roods and Twelve Perches, are let to Mr. Burton, Tenant at Will, at the annual Rent of Seventy-two Pounds. The Residue of the said Land is now unlet.

James Banting.

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