

ANNO PRIMO

VICTORIÆ REGINÆ.

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therein, and all his other Real Estate whatsoever and wheresoever, and all the Plot of Ground behind the Garden Wall of the Messuage wherein he dwelt, as described in the Lease granted to him thereof by *John Bell*, and all his renewable Interest in such Parts of his said Real Estate as were holden by Lease for Lives, to have and to hold all the said Real Estate in the said Deed of Marriage Settlement contained, subject to the Estate for Life of the said *Rebecca Rayley* therein, and all his said other Real Estate whatsoever and wheresoever, and the said Plot of Ground, unto the said *John Dixon* and *David Seale*, their Heirs and Assigns, upon Trust as to all the said Real Estate not contained in the said Deed of Marriage Settlement, and the said Plot of Ground, for the Use of the said *Rebecca Rayley*, upon the Condition in the said Will mentioned respecting her for so long of her Life only as she should continue his Widow, and after the Determination of that Estate to the Use of the said Trustees and their Heirs for so long of the Life only of the said *Rebecca Rayley* as she should continue his Widow, upon Trust to preserve the contingent Uses therein-after limited, but nevertheless to permit the said *Rebecca Rayley*, upon the said Condition therein-after mentioned, for so long of her Life only as she should continue his Widow, to receive and take the Rents and Profits thereof for her own Benefit; and after her neglecting to execute and deliver such Confirmation and Release as therein-after mentioned, or her Marriage or Death, which should first happen, as concerning all the said Real Estate whatsoever and wheresoever not contained in the said Deed of Marriage Settlement, and the said Plot of Ground, and from and after her Death as to all the said Real Estate contained in the said Deed, upon Trust for the Use of *Richard Rayley* his Son for the Term of his natural Life, upon the Condition therein and herein after mentioned respecting him, and after the Determination of that Estate to the Use of the said Trustees and their Heirs during the natural Life of the said *Richard Rayley* his Son, upon Trust to preserve the contingent Uses therein-after limited, but nevertheless to permit the said *Richard Rayley*, upon the said Condition therein-after mentioned respecting him, during his Life to receive and take the Rents and Profits thereof for his own Benefit, and after the Decease of the said *Richard Rayley* his Son upon Trust for the Use of the First Son of the Body of the said *Richard Rayley* his Son lawfully to be begotten, and the Heirs Male of the Body of such First Son lawfully issuing; and for default of such Issue Male, then upon Trust for the Use of the Second, Third, Fourth, Fifth, and all and every the Son and Sons of the said *Richard Rayley* his Son lawfully to be begotten, successively in Remainder one after another as they and every of them should be in Seniority of Age, and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing, the elder of such Sons and the Heirs Male of his Body to be always preferred and take before the younger of such Son and Sons and the Heirs Male of his and their Bodies; and for default of such Issue Male, then upon Trust for the Use of all and every the Daughters of the said *Richard Rayley* his Son lawfully to be begotten, to be equally divided between them (if more than One) Share and Share alike as Tenants in Common, and to the Heirs of the respective Bodies of all and every such Daughter and Daughters lawfully issuing;

and if any such Daughters should die without lawful Issue, then the Share of every such Daughter so dying to go and be in Trust for the Use of the Survivors of them, equally (if more than One) as Tenants in Common, and the Heirs of the respective Bodies of such Survivors, and if all such Daughters except One should die without Issue, or if there should be but One such Daughter, then upon Trust for the Use of such surviving or only Daughter and the Heirs of her Body; and for default of such Issue then upon Trust for the Use of his the said Testator's Grandsons *John Rayley* and *Matthew Spray Rayley*, equally to be divided between them as Tenants in Common, and their respective Heirs for ever; and the said Testator by his said Will required that the said *Richard Rayley* his Son should within Eight Calendar Months next after he attained his Age of Twenty-one Years execute and deliver to the said *John Dixon* and *David Seale*, or any of them, or the Survivor of them, or his Heirs, a good and sufficient Confirmation in Writing, thereby effectually establishing and confirming the said Will, and also a good and sufficient Release in Writing, thereby effectually releasing and discharging the said Testator's Executors and all other his Representatives, and all his Real and Personal Estate wheresoever and whatsoever, of and from all Monies whatsoever secured for him the said *Richard Rayley* the Son, or his Executors or Administrators, or which he or they should or might be anyways interested in or entitled to, or by or with which any Part of his the said Testator's Real or Personal Estate should or might be anyways affected, charged, or encumbered under or by virtue of the said Deed of Marriage Settlement; and the said Testator by his said Will directed, that if at any Time after his Decease it should be necessary to pay any Sum or Sums of Money as a Fine or Fines for the Admittance of the said *Richard Rayley* his Son to any Part or Parts of the said Real Estates in the County of *Norfolk* which was or were Copyhold, that all his Real Estate in the Parish of *Camberwell*, and the said Plot of Ground, should be charged and subjected with and to the Payment of such Sum and Sums of Money as should be necessary to defray such Fine or Fines; and the said Testator by his said Will appointed the said *John Dixon* and *David Seale* Executors thereof, as in and by the said Will doth appear: And whereas the said Testator died without having altered or revoked his said Will; and the said *John Dixon* and *David Seale* proved the said Will in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the said *John Rayley* and *Matthew Spray Rayley* in the said Testator's Will and herein-before named do respectively acknowledge that the said *Richard Rayley* the Son, within Eight Calendar Months after he attained his Age of Twenty-one Years, did execute and deliver to the said *David Seale* such Confirmation of the said Testator's Will and Release of the said Deed of Marriage Settlement as by the said Will was required: And whereas the said *Rebecca Rayley*, the Widow of the said Testator, died in the Month of *January* One thousand eight hundred and twenty-one, when the said *Richard Rayley* the Son became entitled in Possession to the said appointed and devised Estates for his Life: And whereas considerable Parts of the Lands and Hereditaments appointed or devised by the said recited Will are of Copyhold Tenure, and held of divers Manors in the County of *Norfolk*, and the

the said *Richard Rayley*, the present Tenant for Life, has been admitted and is now the legal Tenant of the said respective Copyhold Premises on the Court Rolls of the said Manors: And whereas certain Tenements in *Greenwich*, Part of the Estates appointed or devised by the said Will, have been sold to the Commissioners of *Greenwich* Hospital for the Sum of Six hundred and fifty Pounds, under an Act passed in the Tenth Year of His late Majesty King
10 G. 4. c. 25. *George* the Fourth, Chapter Twenty-five, intituled *An Act to provide for the better Management of the Affairs of* Greenwich *Hospital*; and the said Sum of Six hundred and fifty Pounds has been laid out in the Purchase of Six hundred and ninety-nine Pounds Seventeen Shillings and Three-pence Three *per Cent.* Consolidated Annuities, and is now standing in the Name of the Accountant General of the Court of Exchequer in the Books of the Governor and Company of the Bank of *England*; and Two other Tenements in *Greenwich*, also Part of the said Estates, have recently been sold to the said Commissioners for the Sum of Four hundred and fifty Pounds, and the said Four hundred and fifty Pounds have been paid into the Bank of *England* in the Name of the said Accountant General: And whereas the said *Rebecca Rayley*, the said Testator's Widow, during the Time she was in Possession of the said Estates, redeemed the Land Tax charged upon such of them as are situate in the said Parish of *Camberwell*, by transferring to the Commissioners for the Redemption of the National Debt the Sum of One hundred and thirty-two Pounds Nine Shillings and Two-pence Three *per Cent.* Consolidated Bank Annuities; and the said Estates in the said Parish of *Camberwell* are by the Act of the Thirty-eighth Year of King *George* the Third, Chapter
38 G. 3. c. 60. Sixty, entitled *An Act for making perpetual, subject to Redemption and Purchase in the Manner therein stated, the several Sums of Money now charged in* Great Britain *as a Land Tax for One Year, from the Twenty-fifth Day of* March *One thousand seven hundred and ninety-eight*, charged with the Payment of the said One hundred and thirty-two Pounds Nine Shillings and Two-pence Three *per Cent.* Consolidated Annuities to the said *Richard Rayley*, the sole Executor of the last Will and Testament of the said *Rebecca Rayley*: And whereas it will be beneficial that the said respective Estates appointed or devised by the said recited Will should be let upon Leases for Terms of Years not exceeding Twenty-one Years, and that certain of the said Estates should be let upon Building Leases for Terms of Years not exceeding Ninety Years from the respective Times of granting such Leases; but the said Will does not contain any Power to demise the said Estates: And whereas certain of the Estates appointed or devised by the said recited Will consist of undivided Parts or Shares of divers Messuages or Tenements, and of old and decayed Houses, and others of the said Estates are in part Leasehold and connected with the Estates of different Persons, or are inconveniently situated and at great Distances from each other; and it will therefore be beneficial that the several Estates more particularly mentioned and described in the Schedule annexed to this Act, or any Parts or Part thereof respectively, should be sold, and the Money to be produced from such Sales applied in the Purchase of more eligible Estates, to be settled to the subsisting Uses of the said appointed and devised Estates, or in the Enfranchisement or Purchase

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of such Parts of the said appointed and devised Estates, or of any Estates to be purchased or acquired under this Act, as are Copyhold of Inheritance, or held by Lease for any Lives or Life: And whereas the several Objects and Purposes aforesaid cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *Richard Rayley*, the present Tenant for Life, and the said *John Rayley* and *Matthew Spray Rayley*, 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 from and after the passing of this Act it shall and may be lawful for the said *Richard Rayley*, the present Tenant for Life, and after his Decease for the Person or Persons who shall or may, as Tenant or Tenants in Tail in Possession under the Limitations of the said Will of the said *Richard Rayley* the elder, be seised of or entitled to the Messuages, Lands, Tenements, and Hereditaments appointed or devised by the said Will, or to be purchased or acquired in pursuance of any Power contained in this Act, or entitled to the Rents and Profits thereof, and during any Minority or Minorities, Incapacity or Incapacities of any such Tenant or Tenants in Tail, or Person or Persons beneficially interested, for his, her, or their Guardian or Guardians, Committee or Committees legally appointed, and he, she, and they is and are hereby fully authorized and empowered, at any Time or Times hereafter, by Indenture or Indentures to be signed, sealed, and delivered by him, her, or them in the Presence of and attested by Two or more credible Witnesses, (and either referring to or not referring to this present Power,) to demise or lease any or either of the Messuages, Lands, Tenements, and Hereditaments, or any Parts or Part thereof respectively, appointed or devised by the said Will, or to be purchased or acquired in pursuance of the Power herein-after contained, to any Person or Persons whomsoever, for any Term or Number of Years not exceeding Twenty-one Years, without or with any Covenant to build thereupon, or rebuild or otherwise alter the same, and also to demise or lease any or either of the Messuages, Lands, Tenements, and Hereditaments, or any Parts or Part thereof respectively, appointed or devised by the said Will, and situate and being in the said Parish of *Camberwell*, or either of the Hamlets thereof, or in the City of *Norwich*, and any or either of the Messuages, Lands, Tenements, and Hereditaments, or any Parts or Part thereof respectively, to be purchased or acquired in pursuance of the Power herein-after contained, to any Person or Persons who shall covenant and agree to improve the same by erecting and building thereupon any new House or Houses, or other Building or Buildings whatsoever, or to rebuild any or either of the Messuages or Houses now thereupon or on any Part thereof, or who shall have built any new House or Houses or other Building or Buildings whatsoever thereon or on any Part thereof, in pursuance of any Contract or Contracts entered into as herein-after mentioned, or who shall expend or covenant to expend such Sum or Sums of Money in the Alteration, Addition to, or Improvement thereof respectively, as shall be thought adequate to the Interest therein to be departed with, or unto the Nominee or Nominees, Appointee or Appointees of any such

Power to grant Leases.

such Person or Persons, for any Term or Number of Years not exceeding Ninety Years from the respective Times of making any such Demise or Lease, Contract or Contracts, and with or without Liberty for the Lessee or Lessees to take down existing Buildings, and to apply the Materials thereof to such Purposes as shall be agreed upon, and to lay out and appropriate any Part or Parts of the Ground and Premises to be comprised in any such Lease or Leases, Contract or Contracts, as or for a Yard or Yards, Garden or Gardens to the Messuage or Messuages, or other Building or Buildings which may be built or to be built upon any such Ground, as or for a Way or Ways, Passage or Passages, or in any other Manner, or for any other Use or Purpose, for the Benefit and Convenience of the Lessee or Lessees or other Occupier or Occupiers of such Ground and Premises; but so as every such Demise or Lease, whether for Twenty-one Years or any shorter Term, or, for the Purpose of Building or Improvement, for Ninety-nine Years or any shorter Term, and every such Contract be made to take effect in Possession, and not in Reversion or by way of future Interest; and so that upon every such Demise or Lease there be reserved and made payable during the Continuance thereof the best and most improved yearly Rent or Rents that can at the Time of the making thereof be reasonably had or gotten for the Premises thereby to be demised, to be made payable either quarterly or half-yearly, free from all Deductions whatsoever, without taking any Fine, Premium, or Foregift, or any thing in the Nature of a Fine, Premium, or Foregift, for the making thereof; and so as there be contained in every such Demise or Lease Covenants from the respective Lessees to pay the Rent or Rents to be reserved by every such Demise or Lease, and from Time to Time to repair and keep in repair all and every the Messuages and Buildings which may be thereby demised or covenanted or agreed to be erected and built upon the Ground therein respectively to be comprised, or may be built or building thereon at the Time of the Execution of any such Demise or Lease, and also for the Lessees or Lessee, their or his Executors, Administrators, and Assigns, alone, or jointly with the said *Richard Rayley* or other the Person or Persons for the Time being entitled to receive and take the Rents and Profits thereof respectively, and as may be agreed upon in any such Demise or Lease, to keep all and every the Messuages and Buildings to be comprised therein insured from Loss or Damage by Fire to the Amount of Three Fourths at the least of the Value thereof respectively, in some One or more of the Offices for making such Insurances established or to be established in the Cities of *London*, *Westminster*, or *Norwich*, and to lay out the Money to be received by virtue of every such Insurance in rebuilding, repairing, and reinstating any such Messuage or Messuages or other Building or Buildings as shall or may be destroyed or damaged by Fire, and also at the End or sooner Determination of every such Demise or Lease to leave in repair and peaceably to surrender all and every the Messuages, Buildings, Lands, and Premises thereby demised or leased, or to be erected and built, or rebuilt, altered, and repaired, upon any Ground therein respectively to be comprised; and so as there be also contained in every such Demise or Lease Conditions of Re-entry for Nonpayment of the Rent or Rents thereby respectively reserved by the Space of Twenty-one Days next after the same shall have

have become payable, and also for Breach or Nonperformance of the several Covenants, Provisoes, or Conditions, or any or either of them, therein respectively contained on the Part of the Lessee or Lessees; and so as the Lessees do execute Counterparts of their respective Leases: Provided always, that no Lease of any Copyhold Land or Hereditaments shall be binding on the Lord of the Manor of which such Land or Hereditaments are holden without his Licence or Consent.

Leases of Ground in the Parish of Camberwell may be granted in Trust for the Grantors.

II. And be it further enacted, That it shall and may be lawful for the said *Richard Rayley*, the present Tenant for Life, or other the Person or Persons for the Time being empowered by this Act to grant Leases, to make or grant any Lease or Leases of any Part or Parts of a Piece of Ground in the said Parish of *Camberwell* now in the Occupation of *Charles Banks*, for the Purpose of erecting or building any new House or Houses, Building or Buildings whatsoever thereupon, to any Trustee or Trustees, in Trust for himself, herself, or themselves, the said Grantor or Grantors, his, her, or their Executors, Administrators, and Assigns, for any Term or Terms not exceeding Ninety Years from the Time or respective Times of making or granting any such Lease or Leases, and at any Time thereafter absolutely to sell or otherwise dispose of any such Lease or Leases, House or Houses, Building or Buildings, at his, her, or their free Will or Wills, and for his, her, or their own Benefit: Provided always, that every such Lease or Leases be made subject to the several Covenants and Conditions herein-before mentioned, and that no such Lease or Leases be made or granted at or for any less reserved Rent than Five Shillings by the Foot by the Year for the whole Term so granted upon the Frontage or Breadth of the Ground intended to be thereby demised.

Contracts may be entered into for granting Leases.

III. And be it further enacted, That it shall and may be lawful for the Person or Persons for the Time being empowered by this Act to grant Leases (if he, she, or they shall think proper, but shall not be bound so to do,) to enter into any Contract or Contracts in Writing for making or granting any Lease or Leases of the Messuages, Lands, Hereditaments, and Premises appointed or devised by the said herein-before recited Will, or to be acquired in pursuance of the Power herein-after contained, or any or either of them, or any Part or Parts thereof respectively, and to agree, when and as any Messuage or Messuages, Land or Ground thereby agreed to be let, or any Part or Parts thereof, shall be built upon, altered, or improved in the Manner and to the Extent to be stipulated in any such Contract, by One or more Indenture or Indentures to demise or lease the Messuages, Lands, and Buildings to be mentioned in such Contract, or any or either of them, or any Part or Parts thereof, unto the Person or Persons contracting to take the same as aforesaid, or unto such other Person or Persons as he, she, or they shall nominate and appoint in that Behalf, for and during the Remainder of the Term to be specified in any such Contract, and in such Parcels and under and subject to such Portions of the yearly Rent or Rents to be specified in any such Contract as shall be thought proper; and all Leases to be granted pursuant to any such Contract shall respectively be

be made without any Fine, Premium, or Foregift being taken for the same, and subject to such Covenants, Conditions, Provisoes, and Agreements as are directed to be contained in the Leases hereinbefore authorized to be made, so far as the same shall be applicable; and in every such Contract there shall be inserted a Clause or Condition for vacating the same, or for Re-entry either into the whole or such Part or Parts as may be thought fit of the Lands or Ground, Messuage or Messuages, Building or Buildings therein comprised and agreed to be let as shall not be built upon, altered, or improved, and completed in the Manner therein stipulated within a Time to be therein appointed for that Purpose, and also a Clause or Condition that the Person or Persons to whom any such Lease or Leases ought to be granted pursuant to any such Contract shall accept the same, and execute a Counterpart or Counterparts thereof, within a Time to be therein declared, and pay the reasonable Charges of preparing and executing the same upon the Execution thereof, or that in default thereof respectively such Contract shall be void.

Contracts may be surrendered, altered, or explained.

IV. And be it further enacted, That it shall be lawful for the Person or Persons for the Time being empowered by this Act to grant Building or other Leases to accept a Surrender of all or any Parts or Part of the Messuages, Lands, and Hereditaments comprised in any such Lease or Leases, Contract or Contracts, or to enter into any new Covenants or Agreements with any Person or Persons, his, her, or their Executors, Administrators, or Assigns, to or with whom any Contract or Contracts shall have been entered into, or to whom any Lease or Leases shall have been granted by virtue of this Act, by way of Addition to or Explanation or Alteration of any or either of the Covenants or Agreements in any such Contract or Lease contained, or to release all and every such Person or Persons, his, her, or their Executors, Administrators, and Assigns, of and from the Observance of all or any Part of the same Contract or Contracts, Covenants or Agreements respectively, and, if it shall be thought expedient, to enter into any new Contract or Contracts, Covenants or Agreements, with such Person or Persons, or his, her, or their Executors, Administrators, or Assigns, in lieu of the Contract or Contracts, Covenants or Agreements, or any or either of them, or any Parts or Part thereof respectively, which shall have been so released (but nothing in this Clause contained shall be taken to authorize any Release of the several Covenants, Provisoes, and Agreements herein-before specifically mentioned and directed to be inserted in every Lease or Contract to be granted under the Authority of this Act, unless the Lease or Contract shall be absolutely surrendered); and all and every the Messuages, Lands, and Hereditaments, or Parts or Part thereof, which shall have been so surrendered, or which may be recovered under any Condition of Re-entry, may be contracted and agreed to be leased and afterwards leased under the Powers and Authorities herein-before contained, in the same Manner as if no Lease or Leases, Contract or Contracts for leasing the same respectively had been previously entered into or executed.

After a Lease is executed a previous

V. And be it further enacted, That every Lease to be granted under this Act shall be deemed and taken to be duly granted although

although it shall or may have been preceded by a Contract, and such Contract shall not in all respects have been duly observed; and after any Lease shall have been executed the Contract for such Lease shall not form any Part of the Evidence of the Title at Law or in Equity, and it shall not be necessary for the Person or Persons to whom such Lease shall be granted, his, her, or their Executors, Administrators, or Assigns, to inquire whether such previous Contract was duly complied with or not.

Contract not to form any Part of the Title.

VI. And be it further enacted, That it shall and may be lawful, at any Time or Times after the passing of this Act, for the said *Richard Rayley*, the present Tenant for Life, and after his Decease for such Person or Persons as shall or may be Tenant or Tenants in Tail in Possession, or entitled to the Rents and Profits of the Messuages, Lands, Tenements, and Hereditaments appointed or devised by the said Will of the said *Richard Rayley* the elder, and during any Minority or Minorities, Incapacity or Incapacities of any such Tenant or Tenants in Tail, or Person or Persons beneficially interested, for his, her, or their Guardian or Guardians, Committee or Committees legally appointed, and he, she, and they is and are hereby fully authorized and empowered, with the Consent of the said *John Rayley* and *Matthew Spray Rayley*, or their respective Heirs or Assigns, to be testified by his, her, or their being Parties or a Party to and joining in or consenting to the respective Conveyances and Assurances to be made thereof, according to the different Tenures thereof, to make sale and absolutely dispose of, either by public Auction or private Contract, the several Messuages, Lands, Tenements, and Hereditaments more particularly mentioned and described in the Schedule to this Act annexed, or any or either of them, or any Parts or Part thereof respectively, with their and every of their Rights, Members, and Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof respectively, to any Person or Persons whomsoever, and for such Price or Prices as he, she, and they shall think fit; and the said Messuages, Lands, Tenements, and Hereditaments, and every of them, and every Part and Parcel thereof, with their and every of their respective Rights, Members, and Appurtenances, shall, after any such Sale or Sales, and the Payment or Payments as herein-after mentioned of the Purchase or Consideration Money therefrom to be respectively produced, be for ever freed and absolutely exonerated and discharged of and from all and singular the Uses, Limitations, Trusts, Remainders, Powers, Provisoes, and Declarations whatsoever in and by the said recited Will expressed, declared, or contained of or concerning the said Messuages, Lands, Tenements, and Hereditaments in the said Schedule mentioned and described, or any or either of them, or any Part or Parts thereof respectively (save and except any Lease or Leases, Contract or Contracts which may have been made or granted of any such Premises or any Part or Parts thereof); and upon Payment of the Monies to be produced by or from any such Sale or Sales in manner herein-after mentioned, they the said *Richard Rayley* the present Tenant for Life, or such Tenant or Tenants in Tail in Possession, or his, her, or their Guardian or Guardians, Committee or Committees, as the Case may be, and the said *John Rayley* and *Matthew Spray Rayley*, or their respective Heirs

Power to sell and convey certain Estates.

Heirs or Assigns, shall and may release, convey, surrender, assign, and assure the said Messuages, Lands, Tenements, and Hereditaments, or any or either of them, or any Parts or Part thereof, to be sold and disposed of, with their and every of their Rights, Members, and Appurtenances, unto and to the Use of the Person or Persons who shall have become the Purchaser or Purchasers of the same respectively, and to his, her, or their Heirs or Assigns, or in such Manner as such Purchaser or Purchasers shall direct or appoint, absolutely freed, exonerated, and discharged as herein-before is mentioned.

Provision for surrendering Copyholds sold.

VII. And whereas it is expedient that Provision should be made for effectually surrendering the several Copyhold Hereditaments and Premises in *Norfolk* mentioned in the Schedule hereunto annexed, to any Purchaser or Purchasers thereof; be it therefore further enacted, That it shall and may be lawful for the said *Richard Rayley*, the present Tenant in Possession, and who has been admitted the Tenant of the said Copyhold Hereditaments and Premises in the several Manors of *Ludham*, *Framingham Earl*, and *Framingham Piggott*, in the said County of *Norfolk*, and from and after his Decease for the Person or Persons who shall or may be entitled thereto in Possession, and have been admitted the Tenant or Tenants thereof respectively, or, during his, her, or their Minority or Minorities, Incapacity or Incapacities, for his, her, or their Guardian or Guardians, Committee or Committees legally appointed on his, her, or their Behalf, and he, she, or they is and are hereby fully authorized and empowered, at any Time or Times hereafter, with the Consents of the said *John Rayley* and *Matthew Spray Rayley*, or their respective Heirs or Assigns, in Writing under their, his, or her Hands or Hand, absolutely to surrender and assure the said Copyhold Hereditaments and Premises, or any or either of them, or any Parts or Part thereof, to any Purchaser or Purchasers of the same respectively who shall have paid his, her, or their Purchase Money as herein-after is required, or otherwise to surrender and assure the same respectively in such Manner as such Purchaser or Purchasers shall direct; and the Stewards of the said respective Manors are hereby authorized and required to accept and present all and every such Surrender and Surrenders to be so made, and to record the same upon the Court Rolls of the said respective Manors, on payment of the customary Fees for taking Surrenders and making such Records; and from and after the Payment of his, her, or their Purchase Money by the respective Purchasers of the said Copyhold Hereditaments and Premises, or any or either of them, or of any Parts or Part thereof, as herein-after is required, and the making such Surrender or Surrenders as herein authorized and directed, the said Copyhold Hereditaments and Premises, or such of them or such Parts or Part thereof as shall be included in any such Surrender or Surrenders, shall be taken to be fully and effectually surrendered both legally and equitably to the respective Purchasers or Purchaser thereof, their, his, or her Heirs, to be held according to the Customs of the said respective Manors, absolutely freed, exonerated, and discharged of and from all and singular the Uses, Limitations, Trusts, Remainders, Powers, Provisoes, and Declarations whatsoever in and by the said herein-before recited Will expressed or contained of or concerning the same Hereditaments

ments and Premises, or any or either of them, save and except any Lease or Leases which may have been made thereof or of any Parts or Part thereof.

Monies produced by Sales to be paid into the Bank of England.

VIII. And be it further enacted, That all and every the Sums and Sum of Money which shall arise from any Sale or Sales to be made under this Act of the Messuages, Lands, Tenements, and Hereditaments respectively mentioned in the Schedule hereunto annexed, or any or either of them, or any Parts or Part thereof, shall be paid, by the Person or Persons to whom such Sale or respective Sales shall be made, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, who is hereby directed to receive the same, to be placed to his Account there, "*ex parte* the Purchasers of the Estates appointed or devised by the Will of *Richard Rayley* Esquire the elder, deceased," pursuant to the Method prescribed by the Act of the Twelfth Year of King *George* the First, Chapter Thirty-two, and the General Rules and Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of King *George* the Second, Chapter Twenty-four; and the Certificate or Certificates of the Accountant General of the said Court of Chancery, together with the Receipt or Receipts of One of the Cashiers of the Bank of *England*, to be thereto annexed and therewith filed in the Register's Office of the said Court, of the Payment or Payments into the Bank of *England* by the Purchaser or Purchasers of the Messuages, Lands, Tenements, and Hereditaments hereby respectively authorized to be sold, or any or either of them, or any Parts or Part thereof, of his, her, or their Purchase Money, shall be a good and sufficient Discharge and good and sufficient Discharges to such Person or Persons, and to his, her, and their respective Heirs, Executors, Administrators, and Assigns, for the said Purchase Money, or so much thereof for which such Certificate or Certificates, Receipt or Receipts shall be so given; and after filing the Certificate or Certificates, Receipt or Receipts as aforesaid, such Purchaser or Purchasers, and his, her, or their Heirs, Executors, Administrators, and Assigns, shall be absolutely and for ever exonerated, acquitted, and discharged of and from the same Purchase Money, and not be answerable or accountable for any Loss or Misapplication thereof.

Monies arising from Sales, after Payment of Expences, to be laid out in the Purchase of other Estates.

IX. And be it further enacted, That all Purchase Monies which shall be paid into the Bank of *England* as aforesaid, and which shall not be applied in payment of Costs, Charges, and Expences, as hereinafter is directed, shall, upon Petition or Petitions to be preferred to the said Court of Chancery in a summary Way by the said *Richard Rayley*, the present Tenant for Life, and after his Decease by the Person or Persons who for the Time being would be entitled to the Rents and Profits of the Hereditaments and Premises to be purchased by virtue of this Act if the same were purchased and settled as herein is mentioned, or by the Guardian or Guardians, Committee or Committees of such Person or Persons, on his, her, or their Behalf, in case of Minority or Incapacity, (and of which Petition or Petitions Notice shall be given to the said *John Rayley* and *Matthew Spray Rayley*, or their respective Heirs or Assigns,) be laid out and invested, under

under the Direction of the said Court, in the Purchase of Freehold or Copyhold Messuages, Lands, Tenements, or Hereditaments in *England*, (whereof not more than One Sixth Part shall be Copyhold, subject to arbitrary Fines,) to be approved of by the said Court, or in the Enfranchisement or Purchase of such Parts of the said devised Estates, or of any Estates to be purchased or acquired under the Powers of this Act as are Copyhold or held by Lease for Lives; and from and immediately after the making of such Purchase or Purchases, Enfranchisement or Enfranchisements, the Messuages, Lands, Tenements, and Hereditaments so purchased or enfranchised shall be respectively conveyed, surrendered, settled, and assured to, upon, and for such Uses, Trusts, and Purposes, and with, under, and subject to such Limitations, Powers, and Provisoes as are in and by the said Will of the said *Richard Rayley* the elder or this Act limited, declared, or contained of and concerning the Messuages, Lands, Tenements, and Hereditaments mentioned in the Schedule to this Act, or such and so many of the said Uses, Trusts, Purposes, Limitations, Powers, and Provisoes as shall or may be then subsisting and capable of taking effect, or as near thereto as the Deaths of Parties and other Contingencies will admit.

Money paid into the Bank to be laid out in Exchequer Bills until a Purchase be found.

X. And be it further enacted, That all and every the Sums and Sum of Money which shall be paid into the Bank of *England* in the Manner herein-before directed, or so much thereof as shall not be ordered by the said Court of Chancery to be applied in payment of Costs, Charges, and Expences as herein-after is directed, or in the immediate Purchase of other Estates, shall (until the same be invested in such Purchase or Purchases) be from Time to Time laid out by the Accountant General of the said Court in the Purchase of Navy or Victualling or Exchequer Bills; and the Interest to arise from the Money so laid out in Navy or Victualling or Exchequer Bills, and the Money to be received from the same Bills as they shall respectively be paid off by Government, shall be laid out, in the Name of the said Accountant General, in the Purchase of other Navy or Victualling or Exchequer Bills: Provided that it shall and may be lawful for the said Court to make such general or special Order or Orders (if necessary), that whensoever the Navy or Victualling or Exchequer Bills in the Hands of the said Accountant General shall be in course of payment by Government, and new Navy or Victualling or Exchequer Bills shall be issued, such new Navy or Victualling or Exchequer Bills may be received in exchange for those which are so in course of payment as shall be effectual for enabling such Receipt in Exchange, and in that Case the Interest of the old Bills shall be laid out as before directed with respect to the Interest on the Bills which shall be paid off; and all the said Navy or Victualling or Exchequer Bills, whether purchased or received in Exchange, shall be deposited in the Bank of *England* in the Name of the said Accountant General, and shall there remain until a proper Purchase or Purchases be found, and approved of by the said Court of Chancery, and until the same shall, upon Petition to be preferred to the said Court in a summary Way by the said *Richard Rayley*, the present Tenant for Life, or the Person or Persons who for the Time being would be entitled to the Possession or to the Rents and Profits of the Here-

Hereditaments and Premises so to be purchased, or, if such Person or Persons shall be under Age or incapacitated, then by his, her, or their Guardian or Guardians, Committee or Committees, (and of which Petition or Petitions Notice shall be given to the said *John Rayley* and *Matthew Spray Rayley*, or their respective Heirs or Assigns,) be ordered to be sold by the said Accountant General for completing such Purchase or Purchases in such Manner as the said Court shall direct; and if the Money to arise by the Sale of such Navy or Victualling or Exchequer Bills shall exceed the Amount of the original Purchase Money when laid out, then and in such Case only the Surplus which shall remain shall be paid to such Person or Persons respectively as would have been entitled to receive the Rents and Profits of the Hereditaments directed to be purchased in case the same had been actually purchased in pursuance of this Act, or to the Representatives of such Person or Persons.

Court of Chancery to make Orders for Taxation and Payment of Costs.

XI. And be it further enacted, That it shall and may be lawful for the said Court of Chancery, and the said Court is hereby authorized and required, from Time to Time, upon summary Petition, to make such Order or Orders for taxing and settling all Costs, Charges, and Expences which shall or may be incurred in making out the Titles and completing the Sale or Sales of the respective Messuages, Lands, Tenements, and Hereditaments in the Schedule to this Act mentioned, or of any Parts or Part thereof, and for the Payment of all such Costs, Charges, and Expences out of such Funds and in such Manner as the said Court shall think fit, and for investing all or any of the Monies to be produced from such Sale or Sales in the Purchase of other Messuages, Lands, Tenements, or Hereditaments, or in the Purchase of Navy or Victualling or Exchequer Bills as herein-before is directed; and it shall be further lawful for the said Court from Time to Time to make such other Orders in or concerning the several Matters and Powers of this Act, and for carrying the same into execution, as the said Court shall think fit.

Court of Exchequer to tax and order Payment of Costs of this Act.

XII. And be it further enacted, That it shall be lawful for the Court of Exchequer and the said Court is hereby authorized and required, on Petition to be preferred in a summary Way by the said *Richard Rayley*, the present Tenant for Life, his Executors or Administrators, to make such Order or Orders as shall be effectual for taking and settling all Costs, Charges, and Expences which have been or shall be incurred in passing this Act, or in the several Proceedings preparatory thereto, and for the Payment thereof out of the said Sum of Four hundred and fifty Pounds Sterling now in the Bank of *England* in the Name of the Accountant General of the said Court, as herein-before is mentioned, any thing in the said Act, entitled *An Act for the better Management of the Affairs of* Greenwich *Hospital*, to the contrary thereof notwithstanding; and the said Court shall also order the said Sum of One hundred and thirty-two Pounds Nine Shillings and Two-pence Three *per Cent.* Consolidated Bank Annuities, herein-before mentioned, with which the said Estates in the Parish of *Camberwell* are charged in respect of the Land Tax purchased by the said

said *Rebecca Rayley*, to be paid or transferred by the said Accountant General to the said *Richard Rayley*, the sole Executor of the said *Rebecca Rayley*, his Executors or Administrators, out of the said Sum of Four hundred and fifty Pounds Sterling, or the said Six hundred and ninety-nine Pounds Seventeen Shillings and Three-pence, Three *per Cent.* Consolidated Annuities, standing in the Name of the said Accountant General in the Books of the said Bank; and from and after such Payment or Transfer the said Estates in *Camberwell* shall be wholly freed and exonerated of and from the said One hundred and thirty-two Pounds Nine Shillings and Two-pence Three *per Cent.* Consolidated Annuities, and all Interest at any Time accrued thereupon.

General Saving.

XIII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every Persons or Person, Bodies Politic and Corporate, his, her, and their Heirs, Executors, Administrators, Successors, and Assigns, (other than and except the said *Richard Rayley*, the present Tenant for Life of the said several Estates appointed or devised by the said recited Will, and any his Child, Children, or Descendants, and the said *John Rayley* and *Matthew Spray Rayley*, their Heirs and Assigns, and all and every other Persons or Person claiming or to claim from, through, under, or in Trust for the said several before-mentioned excepted Persons, or any or either of them,) all such Estate, Right, Title, Interest, Property, Benefit, Claim, and Demand whatsoever in, to, or upon the Messuages, Lands, Tenements, Hereditaments, and Premises appointed and devised by the said Will, or any Parts or Part thereof respectively, as he, she, or they or any of them would, could, or might have had, possessed, or enjoyed in case this Act had not been made.

Copy of Act printed by the Queen's Printers to be Evidence.

XIV. And be it further enacted, That this Act shall be printed by the 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.

SCHE-

SCHEDULE to which the foregoing Act refers.

Part 1st.

An undivided Part or Share of and in a Freehold Messuage or Tenement, with the Coach-house, Stable, Yard, Garden, and Appurtenances thereunto belonging, situate in Stockwell Street in Greenwich in the County of Kent, in the Occupation of Richard Best, Wine Merchant.

An undivided Tenth Part or Share of and in Nine Freehold Houses, with their Appurtenances, situate in East Lane, and opposite the Park Wall in Greenwich aforesaid, now in the several Occupations of James Johnson, Jane Pitman, John Tranter, Mary Ann Ball, Jabez Wright, James Coe, Mary Huggins, an empty House, and James Artis.

Two Freehold Timber Houses, with their Appurtenances, situate near Garden Stairs in Greenwich aforesaid, now in the Occupation of Benjamin Lance, Grocer, or his Under-tenants.

Seven Freehold Houses, with the Yards, Gardens, and Appurtenances thereunto belonging, situate in London Street in Greenwich aforesaid, whereof Two Houses, now used as One, are in the Occupation of John Breakspear, Draper, and the remaining Five are in the several Occupations of William Frederick Stow, Upholsterer, Ebenezer Carpenter, Baker, Thomas Riches, Chemist, Samuel Carpenter, Shoemaker, and Joseph Thompson, Pawnbroker.

A Freehold Messuage or Tenement, with the Coach-house, Stable, Yard, and Garden belonging thereto, situate at Peckham in the Parish of Camberwell in the County of Surrey, and a Leasehold Plot of Ground behind the said Freehold Premises which was demised to the said Testator Richard Rayley by John Bell, by an Indenture dated the Thirtieth Day of October 1788, for the Term of Sixty Years wanting Fourteen Days from the Feast Day of Saint Michael the Archangel then last past, and which several Premises are now in the Occupation of Misses Frances Price and Mary Price.

William Fountain Meakin.

Part 2nd.

Two Freehold Timber Houses, with a Stable and Yards thereunto belonging, situate in the Parish of Saint Michael at Plea in the City of Norwich, in the Occupation of Samuel Pigg, Draper, or his Undertenant.

Five Pieces of Freehold Marsh Land, containing together Fifty-one Acres and Twenty-seven Perches, more or less, being the Second Part of Scardall Marsh, situate in the Parish of Halvergate in the County of Norfolk, now in the Occupation of William Robinson and William Henry Robinson, Esquires.

A Farmhouse and a Double Cottage near thereto, and a Barn, Stables, Sheds, and Sixty-three Acres Two Roods and One Perch of Land, more or less, situate in the respective Parishes of Framingham Piggott, Framingham Earl, and Bramerton, in the County of Norfolk, whereof Nine Acres are Copyhold of the Manor of Framingham Earl, and Nine Acres and One Rood are Copyhold of the

the Manor of Framingham Piggott, and the Remainder is Freehold, also in the Occupation of the said William Robinson and William Henry Robinson, or their Undertenants.

A Messuage or Tenement, Outbuildings and Garden, and a Farmhouse, now divided into Two Cottages, and another Cottage, and divers Barns, Stables, and other Buildings, and One hundred and twenty-eight Acres Two Roods and Twenty-nine Perches of Land, more or less, situate in the respective Parishes of Ludham and Potter Heigham in the County of Norfolk, whereof the said Farmhouse and Ninety-six Acres and Thirty-eight Perches are Copyhold of the Manor of Ludham, Sixteen Acres Two Roods and Sixteen Perches are Leasehold for Lives held of the Lord Bishop of Norwich, and the Remainder is Freehold, all in the Occupation of John Page or his Undertenants.

John Glegg,
Walsingham, Norfolk.

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