



ANNO QUADRAGESIMO NONO

# GEORGI II. REGIS.

\*\*\*\*\*

## Cap. 175.

An Act to empower the Trustees under the Will of the Right Honourable *Edward* late Lord *Thurlow*, to grant in Fee, upon Fee Farm Rents, or for long Terms of Years, certain Estates by the same Will devised in Trust for Sale; and to pull down the Mansion House, called *Knights Hill*; and to make Roads; and to enfranchise Copyholds; and for other Purposes. [15th June 1809.]

**W**HEREAS the Right Honourable *Edward* late Lord *Thurlow*, by his last Will and Testament, in Writing, bearing Date on or about the Twenty-ninth Day of *May* One thousand eight hundred and two, and duly executed and attested for the devising of real Estates, devised all his Estate in the County of *Suffolk*, to the Right Honourable *Edward* now Lord *Thurlow*, (Son of his the said Testator's then late Brother the Right Reverend Father in God *Thomas*, then late Lord Bishop of *Durham*, and then deceased), for his natural Life, with Liberty to cut down such Timber as should have attained to Perfection, and would become of less Value by standing, with Remainder to the Use of the Right Honourable *John* Lord *Eldon*, then and now Lord High Chancellor of

29th May  
1802, Will of  
Lord *Thur-*  
*low*.

[*Loc. & Per.*]

39 0

*Great*

Great Britain, his the said Testator's Nephew the Reverend *Edward South Thurlow*, Son of the Testator's only other Brother, *John Thurlow* deceased, and *John Forster* of *Lincoln's Inn* in the County of *Middlesex* Esquire, and their Heirs, during the Life of the said *Edward* now Lord *Thurlow*, to preserve contingent Remainders, and after the Decease of the said *Edward* now Lord *Thurlow*, to the first and other Sons of the said *Edward* now Lord *Thurlow* successively, according to their respective Seniorities in Tail Male; and for Default of such Issue to *Thomas Thurlow* the Second Son of the said then late Lord Bishop of *Durham* for his Life, with the like Liberty of cutting down Timber as above mentioned, with Remainder to the said *John Lord Eldon*, *Edward South Thurlow*, and *John Forster*, and their Heirs, during the Life of the said *Thomas Thurlow*, in Trust, to preserve the contingent Remainders; and after the Decease of the said *Thomas Thurlow* to the first and other Sons of the said *Thomas Thurlow* severally and successively, according to their respective Seniorities in Tail Male; and for Default of such Issue to his the said Testator's Nephew the said *Edward South Thurlow* for his natural Life, with the like Liberty of cutting down Timber as above mentioned, with Remainder to the said *John Lord Eldon* and *John Forster*, and their Heirs, during the Life of the said *Edward South Thurlow*, to preserve contingent Remainders; and after the Decease of the said *Edward South Thurlow* to *Edward Thurlow* Son of the said *Edward South Thurlow*, for and during his natural Life, with such Liberty of cutting down Timber as above mentioned, and with Remainder to the said *John Lord Eldon* and *John Forster* and their Heirs, during the Life of the same *Edward Thurlow* to preserve the contingent Remainders; and from and after his Decease to the First and every other Son of the said *Edward Thurlow* severally and successively according to their respective Seniorities in Tail Male; and for Default of such Issue to the Second, Third, and other Sons successively of the said *Edward South Thurlow*, according to their respective Seniorities in Tail Male; and for Default of such Issue the said *Edward* late Lord *Thurlow*, devised One Moiety of the said Premises to his Daughter *Catherine Thurlow* for her natural Life, with the like Liberty of cutting down Timber as is above mentioned, with Remainder to the said *John Lord Eldon* and *John Forster* and their Heirs during her Life, to preserve contingent Remainders, with Remainder to the First and every other Son of the said *Catherine Thurlow* successively, according to their respective Seniorities in Tail, and for Want of such Issue, to the Daughter or Daughters of the said *Catherine Thurlow* as Tenants in common in Tail, with cross Remainders between them in Tail, and for Want of such Issue to his the said Testator's Daughter *Mary* the Wife of *David Cunynghame* of *Malshanger*, in the County of *Southampton*, Esquire, for her natural Life, with the like Power of cutting Timber, and the like Limitation to the last named Trustees to preserve the contingent Remainders, and the like Remainders to be applied to her several Children and their Issue respectively, as were therein-before provided respecting the said Moiety for his the said Testator's Daughter *Catherine*, her Children, and their Issue respectively; and the said *Edward* late Lord *Thurlow* devised the other Moiety of the same Premises to his Daughter *Mary Cunynghame* for her natural Life, with the like Liberty of cutting down Timber as is above mentioned, with Remainder to the said *John Lord Eldon* and *John Forster*, and their Heirs during her Life, to preserve contingent Remainders, and

from



from and after her Decease to the First and every other Son of the said *Mary Cunynghame* successively, according to their respective Seniorities in Tail; and for Want of such Issue, to the Daughter and Daughters severally of the said *Mary Cunynghame*, and the Heirs of their Bodies respectively; to hold as Tenants in Common, with cross Remainders as Tenants in Common in Tail; and for Want of such Issue, to his the said Testator's Daughter *Catherine* for her natural Life, with the like Liberty of cutting Timber, and the like Limitation to the same Trustees to preserve the contingent Remainders, and the like Remainders to her several Children and their Issues respectively, as were therein before provided, with respect to the first mentioned Moiety, and for Want of such Issue of either of his said Daughters, the said Testator declared his Will to be that the Premises should descend to his own right Heirs; and as to all the Rest of his Real Estates, other than and except his said Estate in *Suffolk*, the said Testator devised the same to the said *John Lord Eldon*, *Edward South Thurlow*, and *John Forster*, and their Heirs, upon Trust to sell the same, and he directed that the Money to be raised by the Sale thereof should be added to and considered as Part of his Personal Estate; and he declared that the Receipt or Receipts of his Trustees for the Time being, should be sufficient Discharges to the Purchaser or Purchasers of such Estates, or any Part thereof, for his, her, or their Purchase Money, and that after such Receipt given, he, she, or they should not be bound to see to the Application, or be accountable for the Mis-application or Non-application thereof; and he desired that his Trustees would consult and employ *Mr. Townley of Walworth*, in the Disposal of the Estates under their Direction, exercising their own Judgement and Discretion as to the Time or Times, and Manner of bringing the same or any Part or Parts thereof to Sale, deferring it to a future Season if they should deem it expedient or probably advantageous so to do; and he directed that the Rents and Profits in the Meantime and until the same should be sold, should be divided and applied in like Manner as he had therein-after directed, concerning the Interest or Produce of such Estates and of his Personal Estate; and the said *Edward* late Lord *Thurlow* further declared his Will to be, that all his said Personal Estate, except as should be mentioned, and all the Produce of his Real Estate therein-before directed to be sold, should be divided in Moieties; One Moiety he desired might be laid out in the publick Funds in the Names of his said Trustees above mentioned, and the Interest or Proceed thereof to be paid to such Person or Persons, upon such Trust, or for such Purpose as his Daughter *Catherine Thurlow* should from Time to Time during her natural Life, after each Payment should become due and not before, or by Anticipation, by Writing under her Hand, whether she should be married or remain single, direct or appoint; and in Default of such Direction or Appointment to the proper Hands of his said Daughter for her sole and separate Use; and he willed that the same should not be subject to the Controul, Debts, or Engagements of any Husband she might have; and after her Death the said Moiety should be divided among her Children or their Issue, in such Manner and Proportion as she by Will only, whether sole or covert, might think proper to appoint, such Will to be attested by Two credible Witnesses; and for Want of such Appointment the said Testator directed that the same Moiety should be divided equally amongst her Children then alive, and the Issue of such as might then be dead, *secundum stirpes*, and if she should die, leaving



leaving no Issue at the Time of her Death, then he directed that the said Interest and Proceed of the said Moiety should be paid to such Person or Persons upon such Trust, or for such Purpose as his said Daughter *Mary Cunynghame* should from Time to Time during her natural Life, after each Payment should become due and not before, or by Anticipation, by Writing under her Hand, whether she should be covert or sole, direct or appoint; and in Default of such Direction or Appointment to the proper Hands of his said Daughter *Mary* for her sole and separate Use, and he willed that the same should not be subject to the Debts, Controul, or Engagements of her present or any future Husband; and after her Death the said Moiety should be divided among her Children born and to be born and their Issue, in such Manner and Proportion as she by Will only, whether covert or sole, should think proper to appoint, such Will to be attested by Two credible Witnesses, and for Want of such Appointment he directed that this Moiety should be divided equally among her Children born and to be born then alive, and the Issue of such as might be then dead, *secundum stirpes*; the other Moiety of the said gross Sum of his Personal Estate and of the Produce of the said Sale of his Real Estate as above mentioned, he directed to be laid out in the like Manner in the Names of his said Trustees in some of the Publick Funds, and he directed that the Interest or Proceed thereof should be paid to the separate Order, Direction, or Appointment, or to the proper Hands of his said Daughter *Mary Cunynghame* during her Life, whether she should be covert or sole, in like Manner as he had directed concerning the Interest or Proceed of the first mentioned Moiety in the Event of the Death of his Daughter *Catherine*, without Issue living at her Death, and that the same should be in like Manner free from the Debts, Controul, or Engagements of her present or any future Husband, and after her Death the said Moiety should be divided among her Children born and to be born, and their Issue, in such Manner and Proportions as she by Will only, whether covert or sole, should think proper to appoint, such Will to be attested by Two credible Witnesses, and for want of such Appointment he directed this Moiety should be divided equally among all her Children born and to be born then alive, and the Issue of such as might be then dead *secundum stirpes*; and if she should die leaving no such Issue at the Time of her Death, then he directed that the said Interest and Proceed of the said last mentioned Moiety should be paid to the separate Order, Direction, or Appointment, or to the proper Hands of his said Daughter *Catherine Thurlow* during her Life, whether she should be married or remain single, in like Manner as he had directed concerning the Interest or Proceed of the first mentioned Moiety, and that the same should in like Manner be free from the Debts, Controul, or Engagements of any Husband she might have; and after her Death the said Moiety should be divided among her Children and their Issue, in such Manner and Proportions as she by Will only, whether single or covert, should think proper to appoint, such Will to be attested by Two credible Witnesses; and for want of such Appointment he directed that this Moiety should be divided equally among her Children then alive, and the Issue of such as might be then dead *secundum stirpes*; and if both his said Daughters *Catherine* and *Mary* should die without leaving any such Issue at the Times of their Deaths, then he directed that the said Moieties should be laid out in the Purchase of Lands of Inheritance in *Suffolk*, which should be settled to and upon the Uses whereunto  
his



his Estates in *Suffolk* were therein-before limited, and the Interest of the said Moieties in the Meantime should go and enure to the same Persons, and for the like Estates to which the Rents and Profits of the Lands when purchased and settled as aforesaid would go and enure; and he declared that the Receipts of his said Daughters, or their Appointees respectively, notwithstanding any Coverture of his said Daughters, or either of them, should be sufficient Discharges for the Interest or Proceed of the said Trust Fund therein-before directed to be paid to them or their Appointees as aforesaid, provided, and he the said Testator declared it to be his Will, that each of his Daughters should have Power, notwithstanding Coverture, by Writing under her Hand to direct or appoint to be raised out of the Trust Fund, (to the Income whereof such Daughter should be entitled), and to be advanced and paid during her Lifetime, as a Portion or Portions, to, with, or for any of her Children, being Daughters who should have attained the Age of Eighteen Years and be married, any Sum or Sums of Money not exceeding the then presumptive Share or Shares of such Daughter or Daughters in the said Trust Fund, provided the Husband of each such Daughter should upon such Marriage secure to her a Jointure, or any other Income in the Nature of a Jointure, in the Proportion of Eighty Pounds *per Annum* for every One thousand Pounds of her Portion or Fortune, in which Case he authorized and directed his Trustees or Trustee for the Time being to raise and pay such Sum or Sums of Money pursuant to such Direction or Appointment; and the said Testator also declared that each of his said Daughters should have Power in like Manner to direct or appoint to be raised out of the said Funds during her Life-time, for the Benefit of any of her Children, being a Son or Sons, any Sum or Sums of Money not exceeding One-tenth Part of his or their then presumptive Share or Shares of and in the said Trust Funds, to be applied in or towards the placing out, advancing, or establishing such Son or Sons in any Profession, Trade, Business, or Employment, or otherwise for his or their Benefit; and he authorized and directed his Trustees to raise and pay such Sum or Sums of Money accordingly; and the said Testator also declared his Will to be that the said mixed Fund of personal and of the Produce of the real Estate directed to be sold should be liable to his Debts, and such Legacies as he might thereafter give by any Codicil; and the said *Edward* late Lord *Thurlow* appointed the said *John Lord Eldon*, *Edward South Thurlow*, and *John Forster*, Executors of his said Will: And whereas the said *Edward* late Lord *Thurlow*, by a Codicil to his said Will (which Codicil bears Date the Twenty-first Day of *May* One thousand eight hundred and three), after reciting that by virtue of his last Will and Testament his Estate in the County of *Suffolk* was devised or limited from and after the Determination of certain antecedent Uses therein expressed, to or to the Use of his Nephew *Edward South Thurlow*, for his natural Life, with such Liberty of cutting down Timber as is therein mentioned, with Remainder to the Use of the said *John Lord Eldon* and *John Forster*, and their Heirs, during his Life, to preserve contingent Remainders; with Remainder to the Use of the said *Edward Thurlow*, the Son of the said *Edward South Thurlow*, for his Life, with such Liberty of cutting down Timber, as therein mentioned; with Remainder to the same Trustees and their Heirs during his Life, to preserve contingent Remainders; with Remainder to the Use of his first and other Sons successively in Tail Male; with Remainder to the Use of the Second, Third, and other Sons of the said *Edward South Thurlow* successively in Tail Male; with Remainder,

21st May  
1803,  
Codicil to  
Lord Thurlow's Will.



mainder, as to One Moiety of the said Estates, to his the said Testator's Daughter *Mary Cunynghame*, for her Life, with such Liberty of felling Timber as therein is mentioned; with Remainder to the same Trustees and their Heirs during her Life, to preserve contingent Remainders; with Remainder to the Use of her first and other Sons successively in Tail; and that the other Moiety of the same Estates stood limited to the like Uses to or in Favour of his said Daughter *Mary Cunynghame* and her Issue, after the Determination of certain Uses and Limitations thereof to or in Favour of his Daughter *Catherine* and her Sons and Daughters respectively; and reciting that his said Nephew *Edward South Thurlow* had Two other Sons, namely, *Frederick Thurlow* and *Charles Thurlow*, (being Sons which were in Fact named *Frederick Charles Thurlow* and *Charles Augustus Thurlow*), and that his the said Testator's said Daughter *Mary Cunynghame*, had, since the Date and Execution of his said Will, had a Son born named *Thurlow Cunynghame* (which Son was in Fact named *Edward Thurlow Cunynghame*), he the said *Edward* late Lord *Thurlow* did revoke and made void the said Devises or Limitations to or to the Use of the Second and Third Sons of the said *Edward South Thurlow*, and in lieu thereof, from and after the Determination of all the Uses and Estates created in and by his Will antecedently to those Limitations, he the said Testator gave and devised the said Estate unto and to the Use of the said *Frederick Charles Thurlow*, in the said Codicil called *Frederick Thurlow*, Second Son of the said *Edward South Thurlow*, and his Assigns, for his natural Life, with like Liberty of cutting down Timber, and with such other Powers as were given by his said Will to the several Tenants for Life therein named; and from and after the Determination of that Estate by Forfeiture or otherwise in his Life-time, to the said *John Lord Eldon* and *John Forster*, and their Heirs, during the Life of the said *Frederick Charles Thurlow* in Trust to preserve the contingent Remainders therein-after limited, and from and after his Decease to the first and other Son and Sons successively of the said *Frederick Charles Thurlow* in Tail Male, and for Default of such Issue to the said *Charles Augustus Thurlow* in the said Codicil called *Charles Thurlow* Third Son of the said *Edward South Thurlow* and his Assigns, for his natural Life, with the like Liberty of cutting Timber and other Powers as aforesaid; and from and after the Determination of that Estate by Forfeiture or otherwise in his life Time, to the said *John Lord Eldon* and *John Forster*, and their Heirs, during the Life of the said *Charles Augustus Thurlow*, in Trust to preserve the contingent Remainders therein-after limited, and from and after his Decease to the first and other Sons successively of the said *Charles Augustus Thurlow* in Tail Male; and for Default of such Issue he the said Testator declared his Will and Meaning to be, that the said Estates should remain and be subject to all and every the Uses and Limitations in his said Will of and concerning the same, or the undivided Moieties thereof ulterior to the said Limitations, to the Second and Third Sons of his the said Testator's said Nephew successively, save and except that he the said Testator revoked and made void the said Devises or Limitations of or concerning both the said Moieties of his said Estate to or to the Use of the first Son of the said *Mary Cunynghame* and the Heirs of his Body, and in lieu thereof from and immediately after the Determination of all the Uses and Estates created in and by his said Will concerning the said Moieties respectively, antecedently to the said Devises thereof to the first and other Sons of the said *Mary Cunynghame*, he the said Testator gave and devised the



the said Moieties respectively unto and to the Use of the said *Edward Thurlow Cunynghame* in the said Codicil called *Thurlow Cunynghame*, and his Assigns, for his natural Life, with the like Liberty of cutting down Timber, and with the several other Powers as were given by his said Will to the several Tenants for Life therein named; and from and after the Determination of that Estate by Forfeiture or otherwise in his Life-time, he devised the same to the said *John Lord Eldon* and *John Forster*, and their Heirs, during the Life of the said *Edward Thurlow Cunynghame* in Trust to preserve the contingent Remainders therein-after limited, and from and after the Decease of the said *Edward Thurlow Cunynghame* to the first and other Sons successively of the said *Edward Thurlow Cunynghame* in Tail; and the said Testator ratified and confirmed his said Will in all Parts and Respects, save and except so far as the same was by his said Codicil revoked and varied: And whereas the said *Edward* late Lord *Thurlow* departed this Life on the Twelfth Day of *September* One thousand eight hundred and six, and soon after his Decease the said *John Lord Eldon*, *Edward South Thurlow*, and *John Forster*, proved his said Will in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the said *Thomas* late Lord Bishop of *Durham*, by his last Will and Testament in Writing, bearing Date the Fourteenth Day of *April* One thousand seven hundred and ninety, appointed his Wife, *Ann Thurlow*, Sir *John William Rose* Knight, and the said *Edward South Thurlow*, and the Survivors and Survivor of them, Guardians of his Children: And whereas the said *Ann Thurlow* and Sir *John William Rose* have both departed this Life: And whereas neither of them the said *Edward* now Lord *Thurlow*, *Thomas Thurlow Catharine Thurlow*, *Edward Thurlow*, *Frederick Charles Thurlow*, *Charles Augustus Thurlow*, *Henry Robert Thurlow*, and *Edward Thurlow Cunynghame*, hath been married: And whereas the said *Mary Cunynghame* hath Issue the said *Edward Thurlow Cunynghame*, and also *David Thurlow Cunynghame*, *Mary Frances Thurlow Cunynghame*, *Robert South Thurlow Cunynghame*, and *Frances Thurlow Cunynghame*, and no other Child, and all the same Children are Infants of tender Years: And whereas the said *Edward South Thurlow* intermarried with *Elizabeth Mary Thompson* on or about the Tenth Day of *July* One thousand seven hundred and eighty-six, and hath Issue by her the said *Edward Thurlow*, *Frederick Charles Thurlow*, and *Charles Augustus Thurlow*, and also one Son named *Henry Robert Thurlow*, but no other Child, and all of them are Infants of tender Years: And whereas a Part of the said Testator's Real Estates devised to the said *John Lord Eldon*, *Edward South Thurlow*, and *John Forster*, and their Heirs, in Trust for Sale as herein-before is mentioned, consists of the Manor of *Leigham*, and of a spacious Mansion House, and of Messuages, Lands, and other Hereditaments situate at *Lambeth* and *Streatham* in the said County of *Surrey*, and the said Mansion House was erected by the said *Edward* late Lord *Thurlow* at a Place called *Knights Hill*, Part of his said Estate at *Lambeth*: And whereas the said Trustees, in pursuance of the Trusts reposed in them by the said Will of the said *Edward* late Lord *Thurlow*, caused the said Mansion House and several Parts of the said Estates at *Lambeth* and *Streatham* to be put up for Sale by publick Auction, and afterwards to be advertised for Sale by private Contract in the publick Newspapers circulated in *London* and its Neighbourhood, but no Bidding or Offer hath been made for the Purchase of the same or any Part thereof, which the said Trustees have thought themselves justified in accepting: And whereas certain Parts of the said

12th Sept.  
1806, Death  
of Lord  
Thurlow.

Deaths of Ann  
Thurlow and  
Sir John  
William  
Rose.



said Estates at *Lambeth* and *Streatham* are situate in the midst of Property which is in a progressive Course of Improvement by the Erection of Buildings thereon, and otherwise, so that the Value of such Parts of the said Estates as last mentioned is increasing, and will in all probability continue to increase for several Years; and immediate Sale of the same is therefore inexpedient, and it will be highly advantageous and increase the Value of the adjoining Grounds, to dispose of Parts of the same Lands and Grounds for Building, by granting the same either for long Terms of Years or in Fee at yearly Rents, and either with or without taking a Fine or Consideration in the Nature of a Foregift for the said Grants: And whereas the said Parts of the said Estates which it is deemed inexpedient to sell at the present Time as aforesaid are mentioned in the First Schedule to this present Act: And whereas the Sale of the Manorial Rights and Interests in the Tenements holden of the said Manor of *Leigham* would be an advantageous Mode of disposing of Parts of the said Manor: And whereas the Third Schedule to this present Act contains an Account of the Tenements holden of the said Manor of *Leigham*, and of the Quit Rents payable in respect thereof, and also the Amount of the Fines and Heriots received by the Lord of the said Manor from the Year One thousand seven hundred and eighty-four to the Year One thousand seven hundred and ninety-seven inclusive, since which Time no Court has been held for the said Manor: And whereas there is no Prospect of selling the said Mansion House for more than the Value of its Materials, and the Expence of maintaining and repairing the same hath been and is likely to be very considerable, and it is therefore desirable that the said Trustees should be empowered to cause the same to be pulled down, and the Materials thereof to be sold: And whereas the usual Power of appointing new Trustees is omitted out of the said Will and Codicil, and it will be convenient to have such Omission supplied: And whereas, in order to put the said Estates, mentioned in the said first Schedule to this Act, into the Condition in which the same may be sold or let to the best Advantage, certain Roads which are particularly mentioned or described in the Second Schedule to this Act ought to be made, and the Expence of such Roads will amount to the Sum of Five thousand one hundred and forty-four Pounds, or thereabouts, and is greater than the Persons who are entitled to a Life Interest only in the said Estates can be expected to incur, or than Guardians will be warranted in incurring on their own Authority for their Wards: And whereas the Boundaries of the said Estates mentioned in the said first Schedule are in many Parts irregular, and it will increase the Value of the same Estates if the said Trustees were empowered to purchase such small Parcels of Land adjoining thereto as may shorten the Boundaries thereof or facilitate Communication, and otherwise improve the Value of the Trust Estates: And whereas there is certain commonable Waste Land belonging to the said Manor of *Leigham*, containing Sixty Acres or thereabouts, the Soil of which belongs to the said Trustees as Lords of the said Manor, and it would be beneficial to the Persons interested in the said Estate if the said Trustees were empowered to purchase the Rights of Common and other Rights over the same, so as to be enabled to inclose the said Waste Land, and to sell the same discharged of the said Rights: And whereas it is desirable that the said Trustees should be authorized to lay out a sufficient Part of the Monies which shall come to their Hands by virtue of the Trusts contained in the said Will of the said *Edward* late Lord *Thurlow*, or of this present Act, in defraying the Expences of



making the said Roads, and in the Purchase of the said small Parcels of Land, and of the Commonable or other Rights over the said Waste Land; and of inclosing the same, but by reason of the Devises and Trusts contained in the said Will and Codicil of the said *Edward* late Lord *Thurlow*, the Purposes herein-before mentioned, though highly advantageous to the Persons beneficially interested under the said Will and Codicil of the said *Edward* late Lord *Thurlow* in the Estates thereby devised for Sale, cannot be effected without the Aid and Authority of Parliament: And whereas by a Decree of His Majesty's High Court of Chancery, made on the Twelfth Day of *June* One thousand eight hundred and eight, in a Cause wherein the said *David Cunynghame* and *Mary* his Wife, and others are Plaintiffs, and the said *John Lord Eldon* and others are Defendants; it was ordered, that the Will and Codicil of the said *Edward* late Lord *Thurlow* should be established, and the Trusts thereof carried into Execution: And whereas by an Order made in the said Cause on the Eighth Day of *March* last, upon the Petition of all the said Plaintiffs and Defendants, it was referred to Master *Steele*, to whom the said Cause was referred, to inquire and certify whether it would be proper that the said Petitioners should be at Liberty to apply for an Act of Parliament for effectuating the several Purposes in the said Petition, and herein-before mentioned, or any of them: And whereas the said Master, by his Report made in pursuance of the said Order bearing Date the Thirteenth Day of the same Month of *March*, certified that he conceived that it would be proper that the said Petitioners should be at Liberty to apply for an Act of Parliament for effectuating the several Purposes therein-before mentioned, being the same Purposes as were mentioned in the said Petition: And whereas by another Order made in the said Cause on the Twentieth Day of the same Month of *March*, it was ordered that the said Master's Report should be confirmed, and that the said Petitioners should be at Liberty to apply for an Act of Parliament, for effecting the several Purposes herein-before mentioned: Wherefore Your Majesty's most dutiful and loyal Subject, the said *Edward* now Lord *Thurlow*, doth beseech Your Majesty; and Your Majesty's most dutiful and loyal Subjects, the said *Edward South Thurlow*, on behalf of himself, and as Guardian and on behalf of the said *Thomas Thurlow*, the Son of the said *Thomas* late Lord Bishop of *Durham*, and on behalf of the said *Edward Thurlow*, *Frederick Charles Thurlow*, *Charles Augustus Thurlow*, and *Henry Robert Thurlow*, the Infant Children of him the said *Edward South Thurlow*, and also the said *Catherine Thurlow*, and the said *David Cunynghame* and *Mary* his Wife, on behalf of themselves and the said *Edward Thurlow Cunynghame*, *Mary Frances Thurlow Cunynghame*, *Robert South Thurlow Cunynghame*, and *Francis Thurlow Cunynghame*, their Infant Children; do must humbly beseech Your Majesty that it may be enacted; and be it enacted by the King'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 immediately from and after the passing of the present Act, it shall and may be lawful for the said *John Lord Eldon*, *Edward South Thurlow*, and *John Forster*, their Heirs and Assigns, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor or other Trustee or Trustees for the Time being of the said Will, by Indenture or Indentures to be by the said Trustee or Trustees for the Time being, sealed and delivered in the Presence of and attested by One,

[Loc. &amp; Per.]

39 2

Two,

12th June  
1808. Decree  
of the Court  
of Chancery,Trustees may  
grant in Fee  
or demise for  
Years, all or  
any Part of  
the Heredita-  
ments in the  
First Sche-  
dule.



Two, or more credible Witnesses or Witnesses, from Time to Time in pursuance and performance of any Contract to be entered into and afterwards approved by an Order of the High Court of Chancery, to be made in a summary Way on a Petition to be presented for that Purpose, and either with or without taking any Fine or Premium, as the Trustee or Trustees for the Time being shall think fit, and as shall be expressed in that Contract to grant and convey in Fee, or demise or lease for Nine hundred and ninety-nine Years, or any other Term or Number of Years, all or any Part of the Parcels of Land, Ground, and Hereditaments mentioned or described in the First Schedule to this Act, to any Person or Persons who shall be willing to build upon and improve the same, or to repair any Buildings erected and to be erected thereon, or to annex the same to Buildings already erected or to be erected in such Manner as by such Grants, Leases, or Demises respectively shall be specified; and also to lay out and appropriate any Part of the same Premises, as and for a Yard or Yards, Garden or Gardens to the Building or Buildings already built, or which may be built upon the Premises, or as and for a Way or Ways, Street or Streets, Avenue or Avenues, Passage or Passages, Sewer or Sewers for the use and convenience of the Grantee or Grantees, Lessee or Lessees, or the Tenants and Occupiers of the said Premises, in such Manner as shall be mentioned and agreed upon in each such Grant, Lease, or Demise respectively, and also such Privileges and other Easements as shall by the Trustee or Trustees for the Time being be deemed reasonable or convenient, so as the Rent to be reserved by each Grant, Lease, or Demise shall be the best that can or may be reasonably obtained by such Trustee or Trustees, and so as the Rent or Rents to be reserved in or by every such Grant, Lease, or Demise shall be made payable Half-yearly or oftener, either by Way of Reservation in Fee Farm, or by Way of Limitation of Use, and so as there shall be contained in each such Grant, Lease, or Demise such Powers of Distress and Entry, and of Perception of Rents and Profits for recovering and enforcing the Payment of such Rents, and such Covenants and Conditions as by the said Trustee or Trustees for the Time being shall be deemed reasonable, and so as the Grantee or Grantees, Lessee or Lessees execute a Counterpart or Counterparts of such Grants or Conveyances, Leases, or Demises, and so as there shall be contained in every such Grant, Lease, or Demise a Proviso or Condition, that if the Rent or Rents to be thereby reserved, shall at any Time be in arrear for the Space of Two Years, and not paid within One Year after the same shall be demanded by a Notice in Writing to be delivered to the Grantee named in such Grant, his or her Heirs, Executors, Administrators, or Assigns, or to be affixed on some conspicuous Part of the Premises comprised in such Grant, or left with the Tenant or one of the Tenants of the Premises to be comprised in the same Grant, or if the Buildings to be erected on the Ground comprised in any such Grant, Lease, or Demise shall be suffered to be dilapidated or out of Repair to the Value of Fifty Pounds or upwards, and the same shall not be repaired within One Year after Notice in Writing for that Purpose to be delivered to the Grantee or Lessee in that Grant, Lease, or Demise, his or her Heirs, Executors, Administrators, or Assigns, or to be affixed on some conspicuous Part of the Premises comprised in that Grant, Lease, or Demise, or left with the Tenant, or one of the Tenants of the same Premises, or if any of the Buildings to be erected on the Ground comprised in any Grant, Lease, or Demise shall be destroyed

by

Subject to  
such Restriction.



by Fire or other Accident, and shall not be rebuilt within Three Years next after such Fire or Accident shall happen, then and in either of the said Cases it shall or may be lawful to and for the Person or Persons entitled to the Reversion, if any, to which such Rent or Rents shall be annexed, and in case there shall not be any such Reversion then to and for the Person or Persons for the Time being entitled at Law to the Receipt of the Rent or Rents reserved by the same Grant, to enter into and upon the Hereditaments comprised in such Grant respectively; and that from and after such Entry and thenceforth such Grant, Lease, or Demise shall be void and of no Effect at Law or in Equity: Provided always, that no such Entry shall be made by any Person or Persons having a particular Estate or Interest in any such Reversion, Rent, or Rents without the Consent of the Person or Persons entitled to the first vested Estate of Inheritance in the same Reversion, Rent, or Rents, unless such Person or Persons shall be a Minor or Minors, nor if such Person or Persons shall be a Minor or Minors without the previous Consent of his or their Guardian or Guardians, such Consent to be expressed in the Notice to be given as aforesaid.

II. And be it further enacted by the Authority aforesaid, That the Condition or Conditions particularly mentioned in this Act, and hereby directed to be inserted in each such Grant, Lease, or Demise respectively, shall be good and have full Effect at Law and in Equity, and that when and if any such Entry shall be made by the Person or Persons entitled at Law to the Reversion or Receipt of the said Rent or Rents, then from and after such Entry the Grounds and Hereditaments comprised in each Grant, Lease, or Demise, avoided by such Entry, and the Buildings erected thereupon, shall become and be vested in the Person or Persons entitled to the said Reversion, Rent, or Rents, under and subject to the same or the like Trusts, Charges, and Conditions, Intents and Purposes as the same Reversion, Rent, or Rents shall be held by him, her, or them respectively at the Time of such Entry.

Conditions to be inserted in Grants or Demises, &c.

III. And be it further enacted by the Authority aforesaid, That it shall and may be lawful to and for the said *John Lord Eldon, Edward South Thurlow,* and *John Forster,* their Heirs and Assigns, or the Survivors or Survivor of them, or the Heirs or Assigns of such Survivor, and to or for the Trustee or Trustees for the Time being of such Will and Codicil, to enter into any Contract or Contracts, by Writing under his or their Hand or Hands for making any such Grant, Lease, or Demise; and that every such Contract, in case the same shall be confirmed within Six Calendar Months from the Day of the Date thereof, by an Order of the High Court of Chancery to be made upon Petition and in a summary Way as aforesaid, shall be good and effectual to all Intents and Purposes, and be carried into Execution by the Trustee or Trustees for the Time being of the same Will and Codicil, and that a recital of such Contract or Contracts to be inserted in the Indenture of such Grant, Lease, or Demise respectively, shall be full and complete Evidence of such Contract respectively; but unless such Contract shall be confirmed by an Order of the High Court of Chancery within Six Calendar Months from the Date thereof, such Contract shall cease and be void to all Intents and Purposes whatsoever.

Trustees to contract for such Grants, &c.



Power to sell  
Manerial  
Rights and  
Interests.

IV. And be it enacted by the Authority aforesaid, That it shall and may be lawful for the said *John Lord Eldon, Edward South Thurlow, and John Forster,* their Heirs and Assigns, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, or the Trustee or Trustees for the Time being of the said Will and Codicil, at any Time after the passing of this present Act, to sell to any Person or Persons who shall or may hold of them the said Trustees as Lords of the Manor of *Leigham* aforesaid, as described in the said Third Schedule, either freely or by Copy of Court Roll according to the Custom of the said Manor, any Messuages, Lands, or Hereditaments, Parcel of or within the said Manor, all and every or any of the Estate and Interest of them the said Trustees as Lords of the said Manor of and in the Messuages, Lands, and Hereditaments so held by such Person or Persons respectively as aforesaid; and all and every or any Fines, Quit Rents, and other Rents, Reliefs, Heriots, and Services due or payable for or in respect of or incident to the same, so nevertheless that such Sales be in all Cases made for the most Money and best Price or Prices that can or may in the Opinion of the said Trustee or Trustees for the Time being be reasonably had or gotten for the same; and for the Purpose of effecting such Sale or Sales, it shall and may be lawful to and for the said *John Lord Eldon, Edward South Thurlow, and John Forster,* their Heirs and Assigns, or the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor or other Trustee or Trustees for the Time being of the said Will and Codicil, at any Time or Times after the passing of this present Act, and upon Payment to them or him respectively of the Consideration Monies agreed to be given upon such Sale or Sales by any Deed or Deeds, or Instrument or Instruments in Writing, to be by them or him sealed and delivered in the Presence of and attested by One, Two, or more credible Witness or Witnesses, to grant, bargain, sell, enfeoff, or release all and singular the Hereditaments and Premises which shall be sold as aforesaid, with their and every of their Appurtenances, unto the Person or Persons who shall become the Purchaser or Purchasers thereof respectively, and the Heirs of such Person or Persons, or in such Manner as he, she, or they shall direct; and all and every the Persons and Person to whom any such Conveyance shall be made, and his, her, and their respective Heirs or Assigns, shall thenceforth hold and enjoy the Messuages, Lands, Tenements, and Hereditaments therein comprised as Freehold, and freed and discharged of and from all Fines Rents, Reliefs, Heriots, and Services whatsoever, which shall be so sold and conveyed to them as aforesaid.

Trustees em-  
powered to  
have the  
Mansion  
House pulled  
down, &c.

V. And be it enacted by the Authority aforesaid, That it shall and may be lawful for the said *John Lord Eldon, Edward South Thurlow, and John Forster,* their Heirs and Assigns, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, or the Trustee or Trustee for the Time being of the said Will and Codicil, if they or he shall think fit, and when and so soon after the passing of this Act as they or he shall deem proper or expedient, to cause or procure the said Mansion House called *Knight's Hill,* situate in the Parish of *Lambeth* aforesaid, mentioned in the said First Schedule, and the Houses, Out-houses, Offices, Edifices, or Buildings belonging to the same, to be pulled or taken down, and the Foundation or Base thereof to be dug or worked up, and either before or after the said Mansion House and Premises shall be pulled down, to make  
sale



sale and dispose of the Materials of the same respectively, either altogether or in Lots, and by public Auction or private Contract, unto any Person or Persons for such Price or Prices in Money as can at the Time of any such Sale or Sales be reasonably obtained for the same.

VI. And whereas the said Mansion-house and Buildings hereby authorized to be pulled down, or some of them, are standing and being on Lands of Copyhold Tenure which are Parcel of the Manor of *Lambeth* in the County of *Surrey*, and the most Reverend *Charles* Lord Archbishop of *Canterbury* in Right of his Archbishopsrick is Lord of the said Manor: And whereas Doubts have arisen whether the said Lord Archbishop for the Time being will be justified in granting a License for pulling down the said Mansion-house and Buildings: Be it therefore enacted by the Authority aforesaid, That it shall and may be lawful to and for the said *Charles* Lord Archbishop of *Canterbury* or his Successors for the Time being, by any Instrument in Writing under his Hand, to authorize the pulling down all or any Part of the said Capital Mansion-house and Buildings, and for the Application of the Produce of the said Materials or any Part thereof, upon, under, and subject to the Trusts herein-before declared of the Money to arise by the Sale of the same Materials.

Archbishop  
of *Canterbury*  
may authorize  
the taking  
down the  
Mansion  
House.

VII. And be it further enacted by the Authority aforesaid, That it shall and may be lawful to and for the said *John* Lord *Eldon*, *Edward* South *Thurlow*, and *John* *Foster*, their Heirs or Assigns, or to and for the Trustee and Trustees for the Time being of the said Will and Codicil of the said *Edward* Lord *Thurlow*, to compound or agree with the said Lord Archbishop for the Time being to pay, and afterwards to pay out of the said Trust Monies such Sum or Sums of Money as the Trustee or Trustees for the Time being of the said Will and Codicil shall deem to be a reasonable Compensation for such License, and for the possible or eventual Loss which the said Lord Archbishop for the Time being or his Successors may sustain by reason or in consequence of pulling down the said House and Buildings.

Compensation  
may be made  
by the  
Trustees;

VIII. And be it further enacted, That all and every the Sum and Sums of Money which shall be agreed to be paid as the Consideration for such License shall be paid by the said Trustee or Trustees for the Time being of the said Will and Codicil of the said *Edward* Lord *Thurlow* into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there *ex parte* the Trustees of the Will and Codicil of the said *Edward* Lord *Thurlow*, pursuant to the Method prescribed by the Act of Parliament of the Twelfth Year of the Reign of King *George* the First, Chapter the Thirty-second, and the General Orders of the said Court, and without Fee or Reward, according to the Directions of the Act of the Twelfth Year of King *George* the Second, Chapter the Twenty fourth; and that the Certificate or Certificates of the said Accountant General, together with the Receipt or Receipts of One of the Cashiers of the Bank of *England*, to be thereunto annexed and therewith filed in the Register Office of the said Court of Chancery, of the Payment into the Bank of *England* by the said Trustee or Trustees for the Time being, shall from Time to Time be and be deemed to be good and effectual Discharges to such Trustee or Trustees, and to his, her, and their Heirs, Executors, Administrators and Assigns for

and paid into  
the Bank.



the Monies aforesaid, or so much thereof as in such Certificates and Receipts shall respectively be expressed and acknowledged to be received; and after filing such Certificates and Receipts as herein-before are mentioned, such Trustee or Trustees or other Person or Persons shall not be answerable or accountable for any Loss, Misapplication or Non-application, or be in anywise bound or concerned to see to the Application of the Money therein expressed or acknowledged to be received.

Application  
of such  
Consideration  
Money.

IX. And be it further enacted, That in the Meantime and until the Money to be paid as the Consideration for such License shall be invested in the Purchase of Messuages, Lands, Tenements, and Hereditaments, according to the Directions herein-after contained, the same Money shall from Time to Time be laid out, under the Direction of the said Court of Chancery, in the Purchase of Navy, Victualling, Transport or Exchequer Bills, and the Interest arising from the Money so laid out in the said Navy, Victualling, Transport or Exchequer Bills, and the Monies received for the same as they shall respectively be paid off by Government, shall be laid out in the Purchase of other Navy, Victualling, Transport or Exchequer Bills, and all the said Navy, Victualling, Transport or Exchequer Bills shall be deposited in the Bank in the Name of the said Accountant General, and shall there remain until proper Purchases be found for the Investment thereof, and until the same shall, under the Direction of the said Court of Chancery, be ordered by the said Court of Chancery to be sold by the said Accountant General for the completing such Purchase or Purchases, or for answering such Costs as are herein-after mentioned.

To be laid  
out in the  
Purchase of  
Premises.

X. And be it further enacted by the Authority aforesaid, That the Money which shall arise by the Sale of such Navy, Transport, Victualling or Exchequer Bills, shall be laid out, under the Direction of the High Court of Chancery, and upon the Petition of the Lord Archbishop for the Time being, to be preferred in a summary Way, in the Purchase of Messuages, Lands, and Hereditaments, to be settled, conveyed, and assured, and the same shall accordingly be settled, conveyed, and assured, to the Use of the said Lord Archbishop for the Time being, and his Successors, Archbishops of *Canterbury*, as Part of the Property belonging to the See of the said Archbishoprick, with the same or the like Power of leasing as may be exercised by the said Archbishop for the Time being over other Lands, Tenements, and Hereditaments, and as if the Messuages, Lands, and Hereditaments to be so purchased, had been most commonly letten by the Archbishop or his Predecessor, for the preceding Twenty Years and the former Lease was surrendered; but so nevertheless as the first Leases of the same Messuages, Lands and Hereditaments shall be at a Rent or Rents not less than the Annual Value of the same Messuages, Lands and Hereditaments.

XI. Provided always, and be it enacted, That if the Money arising by the Sale of any such Navy or Victualling or Transport or Exchequer Bills which shall have been purchased as aforesaid, shall exceed the Amount of the Original Purchase Money so laid out as aforesaid, then and in that Case only, the Surplus which shall remain shall be paid by such Person or Persons respectively as would have been entitled to receive the Rents and Profits of the Lands directed to be purchased in pursuance of this Act in case the  
same.



same had been actually purchased, or to the Representative of such Person or Persons, as Part of his, her, or their Personal Estates: Provided also, that the Costs, Charges, and Expences of and attending such Purchase and Conveyance as lastly herein-before mentioned, and all the Petitions, Matters and Things relating thereto, shall or may be paid out of the said last-mentioned Trust Monies, by and under the Order of the High Court of Chancery, if the said Court shall think fit to make such Order to the Archbishop for the Time being, by whom such Costs, Charges, and Expences shall be incurred, or to his Executors or Administrators, or to his or their Solicitor for the Time being.

Expences to be paid out of Trust Monies.

XII. And be it enacted by the Authority aforesaid, That the said Archbishop for the Time being granting such License, and also the Trustee or Trustees for the Time being paying Part of the said Trust Monies as a Consideration for such License and pulling down the said Mansion-house and Buildings by virtue of the said License, shall be indemnified, and they are hereby declared to be indemnified from all Suits at Law and Equity, by Reason of such License and Payment of any Money for such License respectively, and for pulling down the said Mansion-house and Buildings respectively.

Archbishop and Trustees indemnified for taking down the Mansion.

XIII. And be it enacted by the Authority aforesaid, That from and after the passing of this Act it shall and may be lawful for the said *John Lord Eldon, Edward South Thurlow, and John Forster*, their Heirs and Assigns, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, or the Trustee or Trustees for the Time being of the said Will and Codicil, under the Direction and with the Approbation of the High Court of Chancery, to be made and given by an Order of that Court in a summary Way upon a Petition as aforesaid, to make or lay out, or contract, cause or procure to be made or laid out in or through the said Estates at *Lambeth and Streatham*, or any Estates to be purchased under the Powers and Authorities of this Act, the several Roads or Ways described in the Second Schedule to this present Act, but with and subject nevertheless to such Alterations and Variations in the Line of the said Roads or any of them as the said Court shall deem expedient, and shall order and direct accordingly.

Trustees empowered to make Roads.

XIV. And be it enacted by the Authority aforesaid, That it shall and may be lawful for the said *John Lord Eldon, Edward South Thurlow, and John Forster*, their Heirs and Assigns, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, or the Trustee or Trustees for the Time being of the said Will and Codicil, to lay out and invest any Sum or Sums of Money which shall come to his or their Hands respectively by virtue of or under the Trusts of the said Will of the said *Edward late Lord Thurlow* in respect of the Hereditaments thereby devised for Sale as aforesaid, and any Sum or Sums of Money to be received by them the said *John Lord Eldon, Edward South Thurlow, and John Forster*, or the Trustee or Trustees for the Time being of the same Will and Codicil, under or by virtue of this present Act, in paying and discharging all the Costs, Charges, and Expences which have been or shall be incurred in obtaining and passing this present Act, and in carrying the Purposes of the same Act into Effect, to be taxed by a Master

Application of the Trust Monies, &c.



Master or Masters of the High Court of Chancery, on such Order as the said Court shall think fit to make in a summary Way by Petition for that Purpose, and also under the Direction of the High Court of Chancery, to be made and given by an Order to be made in a summary Way upon Petition as aforesaid, to purchase such Lands or Hereditaments contiguous to the said Estates at *Lambeth* and *Streatham*, as shall be deemed convenient to be held with the said Estates of the said *Edward* late Lord *Thurlow* there, either for the Purpose of shortening the Boundaries thereof, or rendering the same more even, uniform, and regular, or for facilitating Communication therewith, or giving a better Frontage thereto, or otherwise improving the Value of them, and also under the Order and Direction of the High Court of Chancery, to be obtained as aforesaid, to lay out any Part of the said Trust Monies not exceeding in the Whole the Sum of Five thousand one hundred and forty-four Pounds, in making such Roads as are described in the Second Schedule to this present Act, and herein-before mentioned or referred to, or any of them, and also under the Order and Direction of the High Court of Chancery, to be obtained as aforesaid, to lay out such Part of the said Trust Monies as the said Court shall think fit in the Purchase of the Rights of Common and other Rights in and over the said Waste Land within the Manor of *Leigham*, and inclosing the same; and in the Meantime and until the Money to be produced by the Ways and Means aforesaid, or any Part thereof, shall be wanted for the Purposes to which the same is hereby made applicable, it shall be lawful for the said *John Lord Eldon*, *Edward South Thurlow*, and *John Forster*, and the Survivors and Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, to lay out and invest the same Trust Monies or any Part thereof, in their or his Names or Name in the Purchase of a competent Share or competent Shares of any of the Parliamentary Stocks or Publick Funds of *Great Britain*, or upon Real Securities in *England*, and from Time to Time to alter, vary, and transpose the said Stocks, Funds, or Securities, as they or he shall think proper, into or upon Stocks, Funds, or Securities of a like Nature, and to convert such Stocks, Funds, and Securities, into Money for the Purposes of this Act, and to pay and apply the same accordingly, and the said *John Lord Eldon*, *Edward South Thurlow*, and *John Forster*, and other the Trustee or Trustees for the Time being, shall stand and be possessed of and interested in the Residue of the Money so to be produced as aforesaid, or the Stocks, Funds, and Securities upon which the same may be laid out or invested in pursuance of this Act, and of and in the Interest, Dividends, and Annual Produce of the same, upon and for such Trusts, Ends, Intents and Purposes as are expressed and contained in the said Will of the said *Edward* late Lord *Thurlow*, concerning the Money to arise from the Sales thereby directed to be made, and the Dividends, Interest, and Income thereof.

Lands purchased held upon the same Trusts as the Premises in the First Schedule.

XV. And be it further enacted, That the Lands (if any) to be purchased under or by virtue of the Powers herein-before contained shall be held upon, under, and subject to the same or the like Trusts and Powers as are by this Act declared of and concerning the Lands mentioned in the First Schedule to this Act.

XVI. And



XVI. And be it enacted by the Authority aforesaid, That subject to the several Trusts, Powers, or Authorities herein expressed and contained, the said *John Lord Eldon*, *Edward South Thurlow*, and *John Forster*, their Heirs and Assigns, and the Trustee or Trustees for the Time being of the said Will and Codicil, shall stand and be seised of and interested in the said Lands and Hereditaments at *Lambeth* and *Streatham* aforesaid mentioned in the said first Schedule to this Act, and of and in the Lands and Hereditaments to be purchased as herein-before is mentioned, and of and in the Rents, Issues and Profits of the same respectively, and of and in the Rents so to be reserved as herein-before is mentioned, upon and for such Trusts, Intents and Purposes as are expressed and contained in the said Will of the said *Edward* late Lord *Thurlow*, of and concerning the Estates thereby devised for Sale; and that all such Lands and Grounds as shall be sold under or by virtue of the Trusts contained in the said Will, shall thenceforth be discharged of and from any further Exercise of the Trusts and Powers contained in this Act.

Trustees to stand seised of the Estate on the Trusts of Lord Thurlow's Will.

XVII. And be it further enacted by the Authority aforesaid, That the Receipt or Receipts in Writing of the said *John Lord Eldon*, *Edward South Thurlow*, and *John Forster*, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, or the Trustee or Trustees for the Time being of the said Will and Codicil, or of such Person or Persons as they or he shall or may by Writing under their or his Hands or Hand respectively appoint to receive the same, shall be good and effectual Receipts and Discharges to any Person or Persons paying any Sum or Sums of Money to them or him, under or by virtue of this present Act, for so much Money as in such Receipt or Receipts shall be expressed and acknowledged to be received, and shall be good and sufficient Evidence of the Payment of the same, and that the Person or Persons taking such Receipt or Receipts as aforesaid, their, his, or her Heirs, Executors, Administrators or Assigns shall not afterwards be answerable or accountable for the Loss, Misapplication or Non-application, or in any wise bound or concerned to see to the Application of such Sum or Sums of Money, or any Part thereof.

Receipts of Trustees to be good Discharges.

XVIII. And be it further enacted by the Authority aforesaid, That in case it shall happen that all or any of them the said *John Lord Eldon*, *Edward South Thurlow*, and *John Forster*, or any future Trustee or Trustees who shall be appointed in the Stead or Place of them, or any of them as herein-after mentioned, shall die or be desirous of being discharged from, or shall refuse or decline or become incapable to act in the Trusts reposed in him or them by the said Will and Codicil of the said *Edward* late Lord *Thurlow*, or by this present Act, before the same shall have been fully performed, then and so often as any such Case shall happen it shall be lawful for the High Court of Chancery, if the said Court shall see Occasion and think fit, in a summary Way, upon the Petition of the Person or Persons who shall for the Time being be entitled to the Rents, Issues and Profits of the Real Estates by the said Testator's Will devised to be sold as aforesaid, or to the Interest and Proceeds of the Monies to arise by Sale thereof, from Time to Time to nominate and appoint any Person or Persons to be a Trustee or Trustees in the Stead or Place of the Trustee or Trustees so dying or desiring to be discharged, or refusing, declining or becoming incapable to act as aforesaid; and when and so soon and as often as any such Person or Persons shall be

Power to appoint new Trustees.



so nominated and appointed, all the Estates and Powers which shall be then vested in the Trustee or Trustees so dying or desiring to be discharged, or refusing, declining, or becoming incapable to act as aforesaid, either solely or jointly with any other Trustee or Trustees by virtue of or under the said Will of the said *Edward* late Lord *Thurlow*, or by virtue of or under this present Act, shall thereupon with all convenient Speed be conveyed and transferred in such Sort and Manner, and so that the same Estates and Powers shall and may be legally and effectually vested in the surviving or continuing Trustees or Trustee thereof, and such new and other Trustee or Trustees, or in such new Trustees or Trustee only as the Case may require, upon the Trusts, and for the Intents and Purposes, and subject to the Powers declared, expressed, or contained in the said Will and Codicil of the said *Edward* late Lord *Thurlow*, and in this present Act, or such and so many of the same as shall or may be then subsisting undetermined or capable of taking Effect; and such new Trustee or Trustees shall and may in all Things act in the Management, carrying on, and Execution of the said last-mentioned Trusts, as fully and effectually, and with the same Powers and Authorities, to all Intents, Effects, Constructions and Purposes, as if he or they had been the Trustee or Trustees originally named by the said Will of the said *Edward* late Lord *Thurlow*, and in this present Act.

General  
Saving.

XIX. Saving always to the King's most Excellent Majesty, and to His Heirs and Successors, and to all and every other Persons and Person, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators, (other than and except the said *Edward* now Lord *Thurlow*, and all and every the Son and Sons of the said *Edward* now Lord *Thurlow*, and the Heirs Male of the Body and Bodies of such Son and Sons respectively, and to the said *Thomas Thurlow*, and all and every the Son and Sons of the said *Thomas Thurlow*, and the Heirs Male of the Body and Bodies of such Son and Sons respectively, and to the said *Edward South Thurlow*, and the said *Edward Thurlow*, and all and every other Son and Sons of the said *Edward Thurlow* and the Heirs Male of the Body and Bodies of such Son and Sons respectively, and to the said *Frederick Charles Thurlow*, and all and every the Son and Sons of the said *Frederick Charles Thurlow*, and the Heirs Male of the Body and Bodies of such Son and Sons respectively, and to the said *Charles Augustus Thurlow* and all and every other Son and Sons of the said *Charles Augustus Thurlow*, and the Heirs Male of the Body and Bodies of such Son and Sons respectively, and to the said *Henry Robert Thurlow*, and the Heirs Male of his Body, and all and every the Son and Sons hereafter to be born to the said *Edward South Thurlow*, and the Heirs of his and their Body and respective Bodies, and to the said *Catherine Thurlow*, and all and every the Son and Sons and Daughter and Daughters, and other Issue of the said *Catherine Thurlow*, and their respective Executors and Administrators, and the Heirs of the Body and Bodies of all and every such Son and Sons, and Daughter and Daughters respectively, and to the said *David Cunynghame* and *Mary* his Wife, and to the said *Edward Thurlow Cunynghame*, his Executors and Administrators, and all and every the Son and Sons of the said *Edward Thurlow Cunynghame*, and the Heirs Male of the Body and Bodies of such Son and Sons respectively, and to the said *David Thurlow Cunynghame*, his Executors and Administrators, and the Heirs Male of his Body, and to the said *Robert South Thurlow Cunynghame*, his Executors  
and



and Administrators, and the Heirs Male of his Body, and to the said *Francis Thurlow Cunynghame*, his Executors and Administrators, and the Heirs Male of his Body, and to all and every other the Son and Sons of the said *Mary Cunynghame*, and the Executors and Administrators, and Heirs of the Body and Bodies of such Son and Sons respectively, and to the said *Mary Frances Thurlow Cunynghame*, her Executors and Administrators, and the Heirs of her Body, and all and every other the Daughter and Daughters and all other the Issue of the said *Mary Cunynghame*, and the Executors and Administrators of the same Daughter or Daughters and Issue, and the Heirs of the Body and Bodies of such Daughter and Daughters respectively, and the right Heirs of the said *Edward* late Lord *Thurlow*, and all and every other Person and Persons claiming or to claim any Estate, Right, Title, or Interest of, in, and to the said Lands, Tenements and Hereditaments mentioned in the First Schedule to this Act, under or by virtue of the said Will and Codicil of the said *Edward* late Lord *Thurlow*) all such Estate, Right, Title, Interest, Claim, or Demand whatsoever, of, in, to, or out of the same Lands, Tenements, Hereditaments, and Premises, 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 had, held, or enjoyed if this Act had not been made.

XX. And be it further enacted by the Authority aforesaid, That this Act shall be printed by the Printer to the King's most Excellent Majesty, and a Copy thereof, so printed, shall be admitted as Evidence thereof, by all Judges, Justices, and others.

Act to be  
printed by  
the King's  
Printer,  
Evidence.



## The First SCHEDULE

To which the above Act refers.

In STREATHAM, in SURREY.		A.	R.	P.
The Freehold Manor of Leigham, with Courts, Quit Rents, Rights, Members, and Appurtenances thereto belonging, and Wastes of the said Manor	- - -	16	2	0
A Freehold Messuage and Gardens, and several Closes, Pieces, or Parcels of Arable, Meadow, and Pasture Lands, in the Tenure of William Adam Esquire, called Brixton Hill Farm, containing	- - -	136	3	20
A Freehold Messuage or Mansion House, with the Offices, Buildings, Gardens, and several Closes, Pieces, or Parcels of Arable, Meadow, and Pasture Land, in the Tenure of William Adam Esquire, containing	- - -	225	2	26
Four Pieces of Freehold Land near adjoining, in the Tenure of the said William Adam, called the Sinney Hill Land, containing	- - -	18	3	21
Two Cottages, Buildings, Gardens, and Premises in the Tenures of George Southerne and Widow Channington	- - -	0	0	37
An Orchard in the Tenure of Ghyer	- - -	0	1	0
Brockwell Green Farm, with the Buildings, Closes, Land, and Premises, in the Tenure of Mr. Thompson	- - -	165	3	27
		594	1	11
IN LAMBETH.				
FREEHOLD.				
A Messuage or Farm House, with the Buildings, Yards, Gardens, Closes, Pieces, or Parcels of Arable, Meadow, and Pasture Land, and Premises, in the Tenure of Mr. Henry Dibbin	- - -	101	1	24
Four Closes of Land near the Gypsy House, in the Tenure of Mr. Dibbin	- - -	22	0	0
COPYHOLD.				
Six Closes of Arable and Meadow Land, in the Tenure of Mr. Dibbin	- - -	55	3	0
The Mansion House, with the Offices, Buildings, Gardens, and several Closes, Pieces, or Parcels of Land near the same Part, in the Possession of the Trustees, and other Part in the Tenure of B. Thompson	- - -	104	2	0
Carried forward	- - -	282	6	24



	A.	R.	P.
Brought forward	282	6	24
COPYHOLD.			
A Messuage and Buildings, with several Closes of Arable, Meadow, and Pasture Land, now or late in the Tenure of Tomkins	39	1	20
Four Closes of Arable, Meadow, and Pasture Land, now or late in the Tenure of Mr. Rowcroft	24	3	20
A Close of Meadow in the Tenure of Mr. Jones	7	0	38
Three Closes of Meadow, in the Tenure of Mr. Brown	21	2	5
A Messuage, with the Offices, Buildings, Gardens, and several Closes, Pieces, or Parcels of Pasture and Meadow Land, called Dulwich Cottage, in the several Tenures of Messrs. Graham and Dibbin	102	1	31
Freeholds and Copyholds held of the Manor of Lambeth	479	0	18
Allotments under the Lambeth Inclosure Act:			
From Half Moon to Norwood Common.			
First Allotment on the East Side of the Road	0	2	35
Second Do. Do.	0	0	9
Third Do. Do.	1	1	18
Knight's Hill Green	3	3	2
Allotment next Mrs. Hind	0	0	20
Rush Common.			
Allotment at Top of Brixton Hill	3	1	37
Norwood Common.			
Norwood Common Gate, West Side	0	2	0
Piece adjoining	0	1	21
Do. on the East Side	0	0	11
Do. adjoining the Horns Public House	0	2	0
Do. in Front of the Chapel	0	3	24
Do. Do.	0	0	27
The North Part of Common of West Side of Road	25	2	1
Allotment in Hall Lane	11	1	34
	48	3	39

W. James.







The Third SCHEDULE  
To which the above Act refers.

MANOR OF LEIGHAM.

PREMISES.	Quantities.			Tenants.	Amount of Quit Rents.	
	A.	R.	P.		s.	d.
A Dwelling House called the Tile House, with the Offices and Gardens, and a Close called Pinfold Close	5	1	13	John Kymer	5	4
A Piece of Waste Land inclosed, and a Dwelling House and Garden adjoining	0	3	0	Rich <sup>d</sup> Ray	2	6
A Piece of Land late Part of Leigham Common, and Two Brick Cottages built thereon	2	0	12	J <sup>n</sup> Morgan	7	6
A Messuage or Tenement, with a Barn and Orchard, and Two Closes of Land	10	0	0	Representative of Henry Thrale deceased	4	4
A Piece of Meadow	0	2	0	Ditto	—	8
A Messuage, with the Gardens, Offices, and Pasture Land	7	1	19	Percival Evans	3	4

The above are Copyhold of Inheritance, subject to a fine arbitrary on Death or Alienation, and also an Heriot on Death.

Amount of Fines from the Year 1784 to the Year 1797 inclusive, since which Time no Court has been held for the said Manor	£ s. d. 01 18 — 5
Heriots for the same Time	10 15 —

J. R. Hayward.



