ANNO QUINQUAGESIMO SECUNDO

GEORGII III. REGIS.

Cap. 200.

An Act for enabling the Devisees in Trust named in the Will of *George Shaw* deceased, to grant Building Leases of certain Estates situate in the Parish of *Saint Dunstan Stepney* otherwise *Stebunheath*, in the County of *Middlesex*, thereby devised. [18th *July* 1812.]

WHEREAS *George Shaw* heretofore of the *King's Mews Charing Cross*, in the County of *Middlesex*, Esquire, duly made and published his last Will and Testament in Writing, bearing Date the Thirty-first Day of *March* One thousand seven hundred and eighty-nine, and thereby gave and devised unto Mr. *James Spencer* of *Oxford Street*, Horse Dealer, and Mr. *Thomas Edmunds* of *Brook Street Holborn*, Sheep Salesman, and the Survivor of them, and the Heirs and Assigns of such Survivor, all and singular the said Testator's Copyhold Messuages or Tenements, Lands and Premises, with the Appurtenances, situate and being in the Parish of *Stepney*, otherwise *Stebonheath*, in the County of *Middlesex*, and held of the Manor of *Stepney* upon Trust, that they should receive the Rents and Profits thereof as and when the same should become due, and pay the Nett Balance arising therefrom from Time to Time to his (the Testator's) Niece *Elizabeth Parnham*, then the Wife of *William Parnham*, (and therein described to be then residing with the said Testator), for her natural Life, the same not to be liable to the Debts, Controul, or Engagements of her present or any future Husband she might happen to have; and after her Decease, then to pay the

Will of George Shaw.

the Nett Rents and Profits of the ſaid Premiſes to the ſaid *William Parnham* for his Life, if he ſhould ſurvive his ſaid Wife; and after the Deceaſe of the ſaid *William Parnham*, upon Truſt, to pay the Rents and Profits for and towards the Maintenance and Education of all and every the Child and Children of her the ſaid *Elizabeth Parnham* living at her Deceaſe, until he, ſhe, or they ſhould attain the Age of Twenty-one Years, in ſuch Proportions as they the ſaid Teſtator's Truſtees ſhould think fitting; and upon his, her, or their attaining the ſaid Age to convey, ſurrender, and aſſure the ſaid Meſſuages or Tenements, Lands, and Premiſes, together with the Savings of the ſaid Rents and Profits, if any there ſhould be, amongſt all and every ſuch Child or Children, in ſuch Shares and Proportions as ſhe the ſaid *Elizabeth Parnham* ſhould by any Deed in Writing, or by her laſt Will and Teſtament in Writing atteſted by Two Witneſſes direct or appoint; or in Default of ſuch Appointment, then upon Truſt to convey, ſurrender, and aſſure the ſame to and amongſt all and every the Children of the ſaid Teſtator's ſaid Niece, who ſhould live to attain Twenty-one Years, as Tenants in Common, and not as Joint Tenants; but in caſe the ſaid *Elizabeth Parnham* ſhould have no Child or Children who ſhould live to attain the ſaid Age of Twenty-one Years, then upon Truſt to convey, ſurrender, and aſſure the ſaid Meſſuages or Tenements, Lands, and Premiſes, to *John Edmunds* the younger, his Heirs and Aſſigns: And whereas the ſaid Teſtator *George Shaw* departed this Life on or about the Ninth Day of *Auguſt* One thouſand ſeven hundred and ninety-one, without having revoked or altered his ſaid Will: And whereas the ſaid *William Parnham* on or about the Twenty-ſecond Day of *July* in the Year One thouſand ſeven hundred and eighty-ſix, intermarried with the ſaid *Elizabeth Parnham* his late Wife, and hath Iſſue by her Four Children, now living; (namely), *William Parnham* the younger, and *George Parnham*, who have ſeverally attained the Ages of Twenty-one Years, and *John Parnham* and *Elizabeth Parnham*, both now Infants under the Age of Twenty-one Years, and no other Child, *Thomas Parnham* one other Child of the ſaid *William* and *Elizabeth Parnham* having departed this Life at Sea: And whereas by Indenture bearing Date the Twenty-ninth Day of *January* laſt, and made between the ſaid *George Parnham* of the one Part, and the ſaid *William Parnham* the Elder of the other Part, after reciting the ſaid Will, and that the ſaid *James Spencer* and *Thomas Edmunds* the Truſtees aforeſaid, had been duly admitted unto the ſaid deviſed Copyhold Premiſes, and that the ſaid *William Parnham* the elder had Iſſue by his ſaid late Wife *Elizabeth Parnham*, the ſaid *William Parnham* the younger, *George Parnham*, *John Parnham*, and *Elizabeth Parnham*, and that the ſaid *William Parnham* the younger, and *George Parnham*, had attained their reſpective Ages of Twenty-one Years, but that no Appointment had then been made or executed by the ſaid *Elizabeth Parnham* under the Power contained in the ſaid Will as aforeſaid, it is witneſſed that for the Conſideration therein expreſſed, he the ſaid *George Parnham* did grant and aſſign unto the ſaid *William Parnham* the elder, his Heirs and Aſſigns, all that the full undivided Fourth Part or Share of him the ſaid *George Parnham*, of and in all and ſingular the ſaid Copyhold or Cuſtomary Meſſuages, or Tenements, Lands, Hereditaments, and Premiſes in and by the ſaid recited Will of the ſaid *George Shaw* deceaſed, ſo deviſed upon Truſt as aforeſaid, to hold the ſame unto the ſaid *William Parnham* the elder, his Heirs and Aſſigns: And whereas the ſaid *Thomas Parnham* died on or about the Twentieth Day

Teſtator's Death.

Marriage of W. Parnham.

Aſſignment of G. Parnham.

T. Parnham's Death.

Day of *August* in the Year One thousand eight hundred and eight, under the Age of Twenty-one Years, unmarried and without Issue: And whereas the said *Elizabeth Parnham*, the late Wife of the said *William* the elder, died on or about the Twenty-fifth Day of *February* last, without having made any Appointment pursuant to the Power in that Behalf contained in the said Will: And whereas the said Lands and Hereditaments so devised as aforesaid, and more particularly described in the Schedule to this Act annexed, lie contiguous to, and are partly intersected by a New Road made from the *West India Docks* in the *Isle of Dogs* in the said County of *Middlesex*, to *Whitechapel* called the *Commercial Road*, and have in consequence thereof become very convenient for building upon; and it being conceived that they may be leased for the Purpose of building upon Terms highly advantageous to all Persons beneficially interested therein, the said *William Parnham* the elder, and *William Parnham* the younger, are mutually desirous that a Power of granting such Leases, with the Consent of the Lord of the Manor for the Time being of *Stepney* otherwise *Stebunheath*, should be vested in the said *James Spencer* and *Thomas Edmunds* the Trustees named in the said Will; but inasmuch as by reason of the Limitations contained in the said Will such Purposes cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *William Parnham* the elder, for and on Behalf of himself and his said Infant Children *John Parnham* and *Elizabeth Parnham*, and also the said *William Parnham* the younger, do most 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 from and immediately after the passing of this Act, it shall and may be lawful to and for the said *James Spencer* and *Thomas Edmunds*, and the Survivor of them, and the Heirs or Assigns of such Survivor, by and with the Licence and Consent in Writing of the Lord of the said Manor of *Stepney* otherwise *Stebonheath* for the Time being, and with the Consent and Approbation of the said *William Parnham* the elder, and *William Parnham* the younger, testified by any Writing under their Hands during their Lives, and after the Decease of the said *William Parnham* the elder, then by and on the proper Authority of the said *William Parnham* the younger during his Life; but nevertheless with the Consent of the Lord of the said Manor for the Time being, during the Minority of and until all and every the Persons beneficially entitled for the Time being to the Hereditaments comprised in the said Schedule to this Act annexed, by virtue of the Limitations contained in the said Will, shall severally attain the Age of Twenty-one Years by Indenture or Indentures sealed and delivered by them the said *James Spencer* and *Thomas Edmunds*, or the Survivor of them, in the Presence of and attested by Two or more credible Witnesses, from Time to Time to demise or lease all or any Part or Parts of the Messuages, Lands, Tenements, and Hereditaments, devised by the said Will of the said *George Shaw*, and which are more particularly mentioned in the Schedule to this Act, with their Appurtenances, unto any Person or Persons who shall be willing and shall covenant and agree to improve the same by erecting or building thereon any new House or Houses, Erections, or Buildings; or to rebuild or repair any of the Messuages or Tenements, Erections and Buildings whatsoever, which now are or hereafter shall be on the Scite of the

E. Parnham's Death.

Situation of Messuages and Lands.

Trustees, &c. to grant Building Leases.

same

ſame Hereditaments, or any Part thereof; or to expend ſuch Sums of Money in the Improvement thereof reſpectively as ſhall be thought adequate for the Intereſt therein reſpectively to be parted, with or without Liberty for the Leſſee or Leſſees to take down all or any Part or Parts of any Building which may be ſtanding upon the Premiſes in any ſuch Leaſe or Leaſes reſpectively to be compriſed, and to convert and diſpoſe of the Materials thereof to ſuch Uſes and Purpoſes as ſhall be therein mentioned and agreed upon; and alſo to lay out and appropriate any Part of the Premiſes to be compriſed in ſuch Leaſe or Leaſes, as and for a Yard or Yards, Garden or Gardens to any Building or Buildings built or to be built upon the Premiſes, or as and for a Way or Ways, Street or Streets, Road or Roads, Avenue or Avenues, Paſſage or Paſſes, Sewer or Sewers, for the Uſe and Convenience of the Leſſee or Leſſees, or other Tenants or Occupiers of the Premiſes, in ſuch Manner as ſhall be mentioned and agreed upon in ſuch Leaſe or Demiſe, together with ſuch Privileges and other Eaſements as ſhall by the ſaid *James Spencer* and *Thomas Edmunds*, or the Survivor of them, be deemed reaſonable or convenient, ſo as ſuch Leaſe ſhall be for a Number of Years not exceeding Ninety-nine Years, to take Effect in Poſſeſſion, and not in Reverſion, or by way of future Intereſt; and ſo as there be reſerved in and by ſuch Leaſes or Demiſes reſpectively, the beſt and moſt improved yearly Rents that can be reaſonably had or gotten for the ſame Leaſes reſpectively at the Time of executing the ſame Leaſes; the ſame Rents to be made payable Half-yearly or oftener, free from all Deductions whatſoever, (regard being had to the Value of the Buildings, if any to be compriſed in ſuch Demiſes or Leaſes), without taking any Fine, Premium, or Foregift, or any Thing in the Nature thereof for the making ſuch reſpective Leaſes or Demiſes; and ſo as there be contained in ſuch Demiſes or Leaſes reſpectively, Covenants from the reſpective Leſſees to pay the Rents reſerved by the Leaſes granted to them reſpectively; and to build and keep in Repair the Meſſuages, Erections, and Buildings, which may have been or may be agreed to be erected and built on the Premiſes, or may be built or building thereon at the Time of the Execution of ſuch Leaſe or Leaſes, and to ſurrender and leave in good Repair the Meſſuages, Erections, and Buildings to be erected and built, or rebuilt and repaired, upon the Premiſes thereby reſpectively to be leaſed at the End of the Term or Terms in ſuch Leaſes to be granted, and ſo as there be contained in ſuch Demiſes or Leaſes reſpectively a Power for the Leſſors and their Surveyors and Agents to enter upon the Premiſes, and to inſpect the State and Condition thereof; and all ſuch other uſual and proper Covenants, Proviſoes, and Conditions on the Parts of the reſpective Leſſees as are uſually contained in Building Leaſes in and near the City of *London*, or in the County of *Middleſex*; and ſo as there be alſo contained in ſuch Demiſes or Leaſes reſpectively, Conditions of Re-entry for Non-payment of the Rent to be thereby reſerved, or Non-performance of the Covenants, Proviſoes, or Conditions on the reſpective Leſſees Part; and ſo as the reſpective Leſſees do ſeverally execute Counterparts of their reſpective Leaſes.

A Survey, Plan, and Valuation to be made on Oath.

II. And be it further enacted, That before any Leaſe ſhall be made of any Part of the Premiſes compriſed in the Schedule to this Act, a Survey and Map thereof, and a Valuation of the actual and *bonâ fide* yearly Value of the Premiſes ſo to be leaſed, ſhall be made in Perſon by Two Surveyors, of Experience and Repute in their Profeſſion, of ſuch Part of the Eſtate

Eſtate as ſhall be ſo to be let, and ſuch Surveyors ſhall ſeverally atteſt and ſign ſuch Survey and Map and Valuation, and ſuch Survey, Map, and Valuation, and alſo the Oath herein-after mentioned, ſhall be produced to the Truſtees for the Time being.

III. Provided always, and be it further enacted, That no Perſon ſhall be capable of acting as a Surveyor for the making of ſuch Survey, Map, and Valuation, until he ſhall have taken and ſubſcribed an Oath or Affirmation in the following Form of Words; (that is to ſay), No Perſon to act as Surveyor until he has taken the following Oath.

'I DO ſwear, [*or*, being one of the People called *Quakers*, do ſolemnly affirm] That I will faithfully, impartially, and honeſtly, according to the beſt of my Skill and Ability, execute and perform the Duties incumbent on me as Surveyor for the Purpoſes of an Act paſſed in the Fifty-ſecond Year of the Reign of King *George* the Third, intituled *An Act for enabling the Deviſees in Truſt named in the Will of* George Shaw *deceaſed, to grant Building Leaſes of certain Eſtates ſituate in the Pariſh of* Saint Dunſtan Stepney, *otherwiſe* Stebunheath, *in the County of* Middleſex, *thereby deviſed*, for the Benefit of the Perſon and Perſons being beneficially entitled, and without Favour or Affection, or Prejudice, or Malice to any Perſon or Perſons whomſoever.

'So help me GOD.'

And which Oath or Affirmation it ſhall and may be lawful to and for any Juſtice of the Peace of the County of *Middleſex* to adminiſter, and ſuch Oath or Affirmation ſo ſubſcribed ſhall be annexed to the ſaid Survey, Map, and Valuation, and a true Copy thereof ſhall and may be received in Evidence before any Court or Magiſtrate taking Cognizance of the ſame.

IV. Provided alſo, and be it further enacted, That if both or either of them the ſaid *James Spencer* and *Thomas Edmunds*, or any future Truſtee or Truſtees who ſhall ſucceed or ſhall be appointed in the Stead or Place of them or either of them as herein-after mentioned, ſhall die, or ſhall deſire to relinquiſh, or ſhall refuſe, or decline, or become incapable to act in the Truſts or Powers hereby in them or him as aforeſaid, or ſhall go out of *Great Britain* before the ſame ſhall be fully performed and executed, then and ſo often as any ſuch Caſe ſhall happen, it ſhall be lawful for the ſaid High Court of Chancery, in a ſummary Way, upon the Petition of the ſaid *William Parnham* the elder during his Life, and after his Deceaſe, then upon the Petition of the Perſon or Perſons for the Time being entitled to the Rents and Profits of the ſaid Hereditaments compriſed in the ſaid Schedule to this Act, by virtue of the Limitations contained in the ſaid Will, or of the Guardian or Guardians of ſuch Perſon or Perſons during their reſpective Minorities, from Time to Time to nominate and appoint any other Perſon or Perſons to be propoſed in the ſaid Petition, or any other 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 going out of *Great Britain*, or refuſing, declining, or becoming incapable to act as aforeſaid; and when, and ſo ſoon, and as often as any ſuch Truſtee or Truſtees ſhall have been nominated and appointed in Manner aforeſaid, 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, For appointing new Truſtees.

clining, or becoming incapable to act, or going out of *Great Britain* as aforesaid, shall thereupon immediately vest in such new Trustee or Trustees, and 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 Trustee thereof, and such new or other Trustee or Trustees, or in such new Trustees only, as the Case may require, upon the same Trusts, and for the same Intents and Purposes, and subject to the same Powers as are herein-before mentioned and declared of and concerning the same Estates, or such and so many of the same Trusts and Powers as shall be then subsisting or capable of taking Effect; and such new Trustee or Trustees shall and may in all Things act in the Management, carrying on, and Execution of the same Trusts as fully and effectually, and with all the same Powers and Authorities to all Intents, Effects, Constructions, and Purposes whatsoever, as if he or they had been originally nominated a Trustee or Trustees for the Purposes aforesaid.

General Saving.

V. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person or Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators, (other than and except the said *William Parnham* the elder, *William Parnham* the younger, the said *John*, *George*, and *Elizabeth*, being Children of the said *Elizabeth Parnham*, the late Wife of the said *William Parnham* the elder, their several and respective Heirs, Executors, Administrators, and Assigns, and all and every other Person and Persons claiming or to claim any Estate, Right, Title, or Interest in, to, or out of the said Hereditaments and Premises comprised in the said Schedule to this Act annexed, under or by virtue of the said Will of the said *George Shaw* deceased, all such Estate, Right, Interest, Claim, and Demand, of, in, to, or out of the said Hereditaments and Premises as they, every, or any of them had or enjoyed in case this Act had not been made.

Act to be printed by the King's Printers.

VI. And be it further enacted, That this Act shall be printed by the several Printers to the King'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.

The

The SCHEDULE to which the foregoing Act refers.

All that Piece or Parcel of Land ſituate, lying, and being in the Hamlet of Ratcliff, and Pariſh of St. Dunſtan Stepney, alias Stebunheath, in the County of Middleſex, and on the North Side of the Road leading from Brook Street in the ſame Hamlet, to the Back Lane, Saint George's in the Eaſt, and abuts Weſt on Vinegar Lane, North on Whitehorſe Lane, Eaſt on Land belonging to Roberts, Eſquire, and others, containing Four Acres and Two Roods or thereabouts, and now in the Occupation of Arthur Shakeſpeare Eſquire.

Alſo, the Chapel, Charity School, and Five Dwelling Houſes and Premiſes adjoining thereto, ſituate, lying, and being Nos. 1, 2, 3, 4, and 5, in Roſe Lane, Whitehorſe Street, in the ſame Hamlet of Ratcliff, and in the Occupation of the Reverend Thomas Williams, Guire Chambers, Acock, Smith, and Woodruff.

Alſo, the Four Dwelling Houſes and Premiſes ſituate, lying, and being in Whitehorſe Street aforeſaid, and near adjoining the laſt-mentioned, numbered 88, 89, 90, and 91, in the Occupation of Elliot, Heſlop, Harriſon, and Robjant.

Alſo, the Dwelling Houſe, Workſhops, Yards, Gardens, and Premiſes ſituate, lying, and being No. 82, in Whitehorſe Street aforeſaid, and the North-Weſt Corner of the Commercial Road, as the ſame is now in the Occupation of William Green, Wheelwright.

Alſo, all that Piece or Parcel of Land ſituate, lying, and being the North Side of the Commercial Road, Part in the ſame Hamlet of Ratcliff, and Part in the Pariſh of Saint Ann's, Middleſex, abutting South on the ſame Commercial Road, North on Salmon Lane, and Eaſt and Weſt on Lands belonging to the Worſhipful Company of Mercers, containing Four Acres and Two Roods or thereabouts, in the Occupation of William Green, Tenant at Will.

Alſo, all that Piece or Parcel of Land ſituate, lying, and being near the laſt mentioned Piece or Parcel of Land, but in the Pariſh of Saint Ann's, Middleſex, abutting South on the ſame Commercial Road, Eaſt on Lands belonging to Adam Steinneitz, Eſquire, and Weſt and North on Lands belonging to the Worſhipful Company of Mercers, containing One Acre or thereabouts, and now unoccupied.

Alſo, all that Piece or Parcel of Land ſituate, lying, and being in the ſame Pariſh of Saint Ann's, Middleſex, abutting South on Salmon Lane, Eaſt on a Lane leading to Bow Common, Weſt on Land belonging to John Paulin Eſquire, and North on Land belonging to Lord Saliſbury, containing Eight Acres Three Roods and Twenty-ſeven Poles, or thereabouts, now occupied by William Green.

Matthew G. Warton.
George Goldring.

LONDON: Printed by George Eyre and Andrew Strahan, Printers to the King's moſt Excellent Majeſty. 1812.