



ANNO QUINQUAGESIMO SECUNDO

GEORGII III. REGIS.

Cap. 94.

An Act to enable Trustees, with the Consent therein mentioned, to grant Building Leases of a certain Field or Close, in the Parish of *Saint Mary, Islington*, in the County of *Middlesex*, Part of the settled Estates late of the Reverend *Richard Sutton Yates*, Doctor in Divinity, deceased, and for other Purposes therein mentioned. [5th May 1812.]

WHEREAS, by Indentures of Lease and Release, dated respectively the Eighteenth and Nineteenth Days of *January* One thousand seven hundred and sixty, the Release being of Four Parts, and made between the Reverend *Richard Sutton Yates*, Doctor in Divinity, of the First Part; *Elizabeth Maria Hennand*, Spinster, of the Second Part; *William Norris* Esquire, and *Thomas Caldecott* Esquire, of the Third Part; and *Bertie Burgh* and *James Unwin* Gentlemen, of the Fourth Part (being the Settlement made previous to the Marriage of the said *Richard Sutton Yates* and *Elizabeth Maria Hennand*); One full undivided Third Part (the Whole into Three equal Parts to be divided), of and in all that Meadow Ground, with the Appurtenances, situate, lying, and being in *Islington*, in the County of *Middlesex*, containing by Estimation Twenty-one Acres (be the same more or less) in the Tenure or Occupation formerly of *Nicholas Rufford*, and then or then late of Mr. *York*, Cow-keeper, his Under-tenants, or Assigns, together also with One full undivided Third Part of all
[Loc. & Per.]

Settlement on the Marriage of the Rev. Richard Sutton Yates, with Miss Hennand.

Trufts of the
Term of 500
Years.

Edifices and Buildings thereon erected and built, was (together with other Hereditaments) settled and assured from and after the Solemnization of the said then intended Marriage, to the Use of the said *Richard Sutton Yates*, and his Assigns, for his Life, without Impeachment of Waste (except voluntary Waste, in pulling down Houses without rebuilding the same); with Remainder, in case the said *Elizabeth Maria Hennand* should survive him, to the Use of the said *Elizabeth Maria Hennand*, and her Assigns, for her Life, without Impeachment of Waste, except voluntary Waste, as aforesaid; with Remainder to the Use of the said *William Norris* and *Thomas Caldecott*, and their Heirs, during the Lives of the said *Richard Sutton Yates* and *Elizabeth Maria Hennand* and the Life of the longer Liver of them, upon Trust, to preserve the Contingent Remainders; with Remainder to the Use of the said *Bertie Burgh* and *James Unwin*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, to be computed from the Decease of the Survivor of them the said *Richard Sutton Yates* and *Elizabeth Maria Hennand*, without Impeachment of Waste, except voluntary Waste, as aforesaid; with Remainder to the Use of the First and other Sons of the said Marriage successively, in Tail Male; with divers Remainders over: And it was by the said Indenture of Release declared, that the said Term of Five hundred Years so limited in Use to them, the said *Bertie Burgh* and *James Unwin*, their Executors, Administrators, and Assigns, as aforesaid, was so limited to them upon Trust, that in case the said *Richard Sutton Yates* should happen to have an eldest or only Son, and also one or more other Child or Children, whether Daughter or Daughters, or younger Son or Sons, or both younger Sons and Daughters, by the said then intended Marriage, either born in his Life-time, or after his Decease, that then they the said *Bertie Burgh* and *James Unwin*, and the Survivor of them, and the Executors and Administrators of such Survivor, should at any Time or Times after the Decease of the Survivor of them the said *Richard Sutton Yates* and *Elizabeth Maria Hennand*, his then intended Wife, or sooner, if they or the Survivor of them should think fit, and appoint the same by any Writing under his, her, or their Hand and Seal, or Hands and Seals, testified by Two or more credible Witnesses, by Sale or Sales, Mortgage or Mortgages, or other Disposition, of all or any of the said Messuages, Lands, Tenements, Parts, Shares, Hereditaments, and Premises, comprised in the said Term of Five hundred Years, or of any Part or Parts thereof, for all or any Part of the same Term, or by and with the Rents and Profits thereof, or by all or any the said Ways or Means or such other Ways or Means as the said *Bertie Burgh* and *James Unwin*, or the Survivor of them, or the Executors or Administrators of such Survivor should think fit, levy and raise for the Portion and Portions of all and every such Child and Children (other than and besides an eldest or only Son) any such Sum and Sums of Money, not exceeding together in the whole the Sum of Two thousand Pounds, of lawful Money of *Great Britain*, to be paid to them at such Time or Times, and with such Maintenances in the Meantime, not exceeding the Interest of their respective Portions, after the Rate of Four Pounds *per Centum per Annum*, and in such Shares, Proportions, and Manner, if there should be more than One, as the said *Richard Sutton Yates* and *Elizabeth Maria Hennand*, or the Survivor of them, by any Deed or Deeds to be by them or him, or her surviving, sealed and delivered in the Presence of

Two

Two or more credible Witnessess, or by the last Will and Testament of such Survivor, to be by such Survivor signed and published in the Presence of Two or more credible Witnessess, should direct or appoint, and for Want thereof, then the said Sum of Two thousand Pounds to be raised for the Portion and Portions of all and every such Child and Children (other than and besides an eldest or only Son,) and to be paid in the Manner following (that is to say), if there should be more such Children than One, not being any of them an eldest or only Son, were such Children Sons or Daughters, or both Sons and Daughters, then the said Sum of Two thousand Pounds to go and be shared and divided between and among them in equal Parts, Shares, and Proportions, and Share and Share alike, and to be paid to such of them as should be a Son or Sons at the Age of Twenty-one, and to such of them as should be a Daughter or Daughters, at the Age of Twenty-one Years, or Day of Marriage, in case either should happen after the Death of the Survivor of the said *Richard Sutton Yates* and *Elizabeth Maria Hennand*, otherwise the same respective Portion or Portions to be paid within Six Calendar Months next after the Death of such Survivor, with Interest for the same, from the Time of the Death of such Survivor, after the Rate of Four Pounds *per Centum per Annum*, with a Proviso for determining the said Term of Five hundred Years, in the Event either of there being no such Child or Children, other than an eldest or only Son, or being any, all of them should die before attaining Twenty-one, if a Son or Sons, or being a Daughter or Daughters, before attaining Twenty-one, or being married, or in the Event of the Person entitled to the said settled Estates, subject to the said Term, paying unto such younger Children the Portions directed to be raised by the said Term, the Trustees' Charges and Expences being also satisfied and discharged: And it is by the said Indenture of Release and Settlement declared, that the said *William Norris* and *Thomas Caldecott*, and the Survivor of them, his Executors and Administrators, should stand and be possessed of and interested in the Sum of One thousand Pounds Share or Interest of and in the Three *per Centum* Consolidated Bank Annuities therein mentioned to have been transferred into the Names of them the said *William Norris* and *Thomas Caldecott*, by the said *Elizabeth Maria Hennand*, upon Trust, as soon as conveniently might be (with the Consent of the said *Richard Sutton Yates* and *Elizabeth Maria Hennand*, or the Survivor of them), to sell and dispose thereof, or of any Part thereof, at the Current Price, and to lay out and invest the Money arising by such Sale, either together or in Parcels, in the Purchase of a Messuage or Messuages, Lands, and Hereditaments, whereof the Seller or Sellers should be seised of an Estate of Inheritance in Fee-simple in Possession, to be situate in *England*, to be conveyed unto the said *William Norris* and *Thomas Caldecott*, and their Heirs, to, for, and upon the same Uses, Powers, Provisoes, Limitations, and Agreements, as were therein-before declared, touching the Hereditaments thereby granted and released (except the Power of selling such new purchased Lands and Tenements), and to apply and invest the Money arising by Sale of the said One thousand Pounds Annuities, until the same should be invested in such Purchase as aforesaid, in Manner therein mentioned: And whereas the said *Richard Sutton Yates*, on or about the Twenty-sixth Day of *January*, in the Year One thousand seven hundred and sixty, intermarried with the said *Elizabeth Maria Hennand*, and there

Trusts of
1000l. 3l. per
Cent. Consolidated Bank
Annuities.

Issue of the
Marriage.

was

Death
Mrs. Yates.
Sale of
1000l. 3l. per
Cent. Conso-
lidated Bank
Annuities.

Settlement
on the Mar-
riage of the
Rev. Richard
William
Yates, with
Hester Bar-
nardiston.

was Issue of such Marriage Three Children only; namely, *Richard William Yates* (since deceased), *Elizabeth Maria Yates*, and *Catherine Anne Yates*: And whereas the said *Elizabeth Maria Yates*, the Wife of the said *Richard Sutton Yates*, departed this Life in or about the Year of our Lord One thousand seven hundred and seventy-seven: And whereas the said One thousand Pounds Three *per Centum* Annuities was, in or about the Year One thousand seven hundred and seventy-eight, with the Consent of the said *Richard Sutton Yates*, sold out, and the Produce thereof, together with other Money advanced by the said *Richard Sutton Yates*, for that Purpose invested in the Purchase of a Moiety of the said Meadow Ground and Hereditaments situate at *Islington* aforesaid, One undivided Third Part whereof was comprised in the said recited Indentures of the Eighteenth and Nineteenth Days of *January* One thousand seven hundred and sixty, and the same Moiety was (by virtue of certain Indentures of Lease and Release, bearing Date respectively the Eighteenth and Nineteenth Days of *May* One thousand seven hundred and seventy-eight, the Release being of Seven Parts, and made between *Anthony James Keck* and *Anthony Pye* Esquires, of the First Part; *Tomlinson Busby* of the Second Part; *John Aldridge* and *Henrietta* his Wife, of the Third Part; the said *Richard Sutton Yates* of the Fourth Part; *Catherine Caldecott* Widow, and sole Executrix of the said *Thomas Caldecott*, then deceased, but who had survived his Co-trustee; the said *William Norris*, of the Fifth Part; *Thomas Caldecott* Nephew and Heir at Law of the said *Thomas Caldecott*, then deceased, of the Sixth Part; and the said *Bertie Burgh* and *James Unwin* of the Seventh Part; and of a Fine levied in pursuance of a Covenant in the said Indenture of Release for that Purpose contained) settled and assured to the Use of the said *Richard Sutton Yates*, and his Assigns, for his Life, without Impeachment of Waste, with Remainder to the Use of the said *Bertie Burgh* and *James Unwin*, their Executors, Administrators, and Assigns, for a Term of Five hundred Years, without Impeachment of Waste, upon the several Trusts, and under and subject to the several Provisoes and Declarations in the said recited Indenture of Release of the Nineteenth Day of *January* One thousand seven hundred and sixty, expressed and declared concerning the said Term of Five hundred Years, by the same Indenture of Release limited, in Use to the said *Bertie Burgh* and *James Unwin*, their Executors, Administrators, and Assigns, as aforesaid, with Remainder to the Use of the said *Richard William Yates*, the only Son of the said *Richard Sutton Yates*, by the said *Elizabeth Maria*, his late Wife, deceased, and of the Heirs Male of the Body of the said *Richard William Yates*, with divers Remainders over: And whereas, by Indentures of Lease and Release, bearing Date respectively the Twenty-third and Twenty-fourth Days of *June* One thousand seven hundred and eighty-three, the Release being of Six Parts, and made between the said *Richard Sutton Yates* of the First Part; the said *Richard William Yates*, by his Description of the only Son and Heir at Law of the said *Richard Sutton Yates* of the Second Part; *Hester Barnardiston* Spinster, of the Third Part; *Robert Mackreth* (now Sir *Robert Mackreth* Knight), *Samuel Harper*, *Hickman Young* the Elder, and *Thomas Constable* of the Fourth Part; *Hickman Young* the Younger, of the Fifth Part; and *Thomas Champion Bateman*, of the Sixth Part (being the Settlement made previous to the Marriage of the said *Richard William Yates* with the said *Hester Barnardiston*); and of Two common Recoveries duly suffered in or as of *Trinity* Term, in the said Year One thousand

seven hundred and eighty-three; the said undivided Third Part comprised in the said recited Indenture of Release and Settlement of the Nineteenth Day of *January* One thousand seven hundred and sixty; and also the said undivided Moiety conveyed by the said Indentures of Lease and Release of the Eighteenth and Nineteenth Days of *May* One thousand seven hundred and seventy-eight, of and in the said Close and Hereditaments in *Islington* aforesaid, with the respective Appurtenants, were (with other Hereditaments) settled and assured to the Use of the said *Richard Sutton Yates* and his Assigns, for his Life, with Remainder to the Use of the said *Richard William Yates* and his Assigns, for his Life, with Remainder to the Use of the said *Robert Mackreth* and *Samuel Harper*, and their Heirs, for the Lives of the said *Richard Sutton Yates* and *Richard William Yates*, and the Life of the longer Liver of them, upon Trust, to preserve Contingent Remainders, with Remainder to the Use of the said *Hickman Young* the Elder, and *Thomas Constable*, their Executors, Administrators, and Assigns, for the Term of One hundred Years, for securing a clear Annuity or yearly Rent-Charge of One hundred Pounds to the said *Hester Barnardiston* and her Assigns, from the Decease of the Survivor of them the said *Richard Sutton Yates* and *Richard William Yates*, in Manner therein mentioned, with Remainder to the Use and Behoof of all and every the Child and Children of the said *Richard William Yates*, on the Body of the said *Hester Barnardiston*, lawfully to be begotten, and of the Heirs of the Body and Bodies of all and every such Child or Children, equally to be divided between or among them, Share and Share alike, and to take as Tenants in Common and not as Joint Tenants; and in Default of such Issue, to the Use and Behoof of the said *Elizabeth Maria Yates* and *Catherine Anne Yates*, their Heirs and Assigns for ever, equally to be divided between them Share and Share alike, and they to take as Tenants in Common and not as Joint Tenants; And whereas the said *Richard Sutton Yates*, by his last Will and Testament in Writing, bearing Date the Tenth Day of *October* One thousand seven hundred and eighty-seven, and by him executed in such Manner as by Law is required for rendering valid the Devises of Freehold Estates, after reciting, (amongst other Things) that by the Will of his late Grandfather *Richard Sutton* deceased, and by the Death of his late Aunt, *Elizabeth Booth*, One of the Daughters of the said *Richard Sutton*, without Issue of her Body, and by a common Recovery, and the Deeds executed to lead the Uses thereof, he was then seized in Fee Simple in Possession of and in an undivided Moiety of One-third Part or Share of a Field of Pasture Ground called the *Great Hides*, in the Parish of *Saint Mary, Islington*, in the County of *Middlesex*, then in the Occupation of *Samuel Rhodes* of *Hoxton*, and that other undivided Parts and Shares belonging to him the said *Richard Sutton Yates*, as well in certain Hereditaments and Premises in the Parish of *Saint Martin-in-the-Fields, Dover Street*, and *Old Bond Street*, in the said County of *Middlesex*, as in the said Piece of Ground called the *Great Hides*, were by an Indenture of Settlement, bearing Date the Nineteenth Day of *January* One thousand seven hundred and sixty, made previous to and in Consideration of his Marriage with his late Wife, deceased, and by other subsequent Deeds, bearing Date respectively the Eighteenth and Nineteenth Days of *May* One thousand seven hundred and seventy-eight, and hereinbefore respectively recited, limited, and settled for the Benefit of him and his said late Wife, and the Issue

Will of the
Rev. Richard
Sutton Yates.

of their two Bodies, in the Manner therein mentioned, with Remainder in Fee to his right Heirs; he, the said Testator, did thereby declare his Will and Mind to be, and did thereby give and devise the undivided Moiety of a Third Part in the said Piece of Ground called the *Great Hides*, which descended to him on the Death of the said *Elizabeth Booth* as aforesaid, and all other his Parts and Shares therein, of which he had any Power to dispose, unto his Son, the said *Richard William Yates*, and such other Person and Persons, for such Estate and Estates, and in such Sort, Manner, and Form, and charged and chargeable in like Manner, and with, under, and subject to the like Powers and Provisoos relating thereto, as his other Parts and Shares of and in the same Hereditaments and Premises stood limited and settled in and by the said Indenture of Release and Settlement of the Nineteenth Day of *January* One thousand seven hundred and sixty, and subsequent Indentures thereinbefore mentioned, and so and for no other Use, Intent, or Purpose whatsoever: And whereas the said *Richard Sutton Yates*, in or about the Month of *January* One thousand seven hundred and eighty-nine, departed this Life, without having revoked or altered his said Will, and without having exercised his Power of appointing the said Sum of Two thousand Pounds, raisable under the Trusts of the said Terms of Five hundred Years as aforesaid: And whereas the said *Richard William Yates*, on or about the Sixth Day of *August*, in the Year One thousand seven hundred and eighty-three, intermarried with the said *Hester Yates*, and hath since departed this Life, leaving the said *Hester Yates*, his Widow and Relict, and Four Children by her, him surviving, (that is to say) *John Samuel Barnardiston Yates*, *Richard Barnardiston Yates*, *Emma Barnardiston Yates*, and *Hester Barnardiston Yates*, who are all Infants of tender Years: And whereas by Indentures of Lease and Release, dated respectively on or about the Thirtieth and Thirty-first Days of *January* One thousand eight hundred and six, the Release of Three Parts, and made between the said *Elizabeth Maria Yates* and *Catharine Anne Yates*, of the First Part; *Robert John Harper Esquire*, of the Second Part; and the said *Samuel Harper* and *George Bedford Gentlemen*, of the Third Part; after reciting to the Effect hereinbefore recited, and also reciting that there was Issue of the said *Richard William Yates* by the said *Hester* his Wife, Eight Children, of whom four, namely, *Hester Barnardiston Yates*, born on or about the Fourteenth Day of *October* One thousand seven hundred and eighty-seven, *Thomas Barnardiston Yates*, born on or about the Fourteenth Day of *January* One thousand seven hundred and eighty-nine, *Hester Barnardiston Yates*, born on or about the Sixteenth Day of *March* One thousand seven hundred and ninety-one, and *Thomas Barnardiston Yates*, born on or about the Nineteenth Day of *June* One thousand seven hundred and ninety-two, were since departed this Life without Issue, and the other Four were still living; and reciting, that it was apprehended that the Four equal undivided Eight Parts or Shares, or other the Parts or Shares of the said Four deceased Children of the said *Richard William Yates* and *Hester* his Wife, of and in the Messuages and Shares of Messuages, Hereditaments, and Premises so settled and assured by the said Indenture of Settlement of the Twenty-fourth Day of *June* One thousand seven hundred and eighty-three, and the said Two common Recoveries to the Uses and in Manner aforesaid, did on the respective Deceases of the same Children, fall into the Reversion or Remainder in Fee so limited to the said *Elizabeth Maria Yates*

Death of
Richard Sutton
Yates.

Marriage of
Richard William
Yates
with Hester
Barnardiston.

Recital of In-
dentures
made in
1806.

and *Catherine Anne Yates*, by the same Indenture of Settlement as aforesaid, there not being any Cross-Remainders limited by the same Settlement between or amongst the Children of the said *Richard William Yates* and *Hester* his Wife; and that the same Shares had, by the Decease of the said *Richard William Yates*, since become vested in Possession in them the said *Elizabeth Maria Yates* and *Catherine Anne Yates*, and their Heirs, subject to the said Terms of Five hundred Years and One hundred Years, therein respectively created as aforesaid; and also reciting, that the said *Elizabeth Maria Yates* and *Catherine Anne Yates* were desirous of conveying and assuring all and singular the Parts or Shares to which they became entitled under or by virtue of the said Indenture of Settlement of the Twenty-fourth Day of *June* One thousand seven hundred and eighty-three, and the said Two common Recoveries, or either of them, and the Death as aforesaid, without Issue of the said Four Children of the said *Hester Yates*, by the said *Richard William Yates*, of and in the Messuages or Tenements, Lands, and Hereditaments thereafter described, for the Benefit of the surviving Children of the said *Hester Yates* by the said *Richard William Yates* deceased, in Manner thereafter mentioned, subject nevertheless to the said several Terms of Five hundred Years and One hundred Years, therein created as aforesaid, and also subject to the Trusts of the Term of Six hundred Years, thereafter limited for the Purposes therein and hereinafter mentioned; it was by the said Indenture of Release now in recital witnessed, that for effectuating the said Desire of the said *Elizabeth Maria Yates* and *Catherine Anne Yates*, and in Consideration of the Love and Affection which they respectively had and bore for and towards the said Children of the said *Hester Yates* by the said *Richard William Yates* deceased, and for the Considerations therein mentioned, they the said *Elizabeth Maria Yates* and *Catherine Anne Yates*, (as to such of the Messuages or Tenements, Lands and Hereditaments thereafter described, the Intirety or some Part or Parts whereof was or were settled and assured by the said Indenture of Settlement of the Twenty-fourth Day of *June*, One thousand seven hundred and eighty-three, and the said Two common Recoveries, or either of them as aforesaid, but not as to any of the said Messuages or Tenements, Lands, and Hereditaments thereafter described, whereof no Part or Parts was or were settled and assured by virtue of the said Indenture of Settlement, and of the said Two common Recoveries, or either of them, and as to such Share and Shares only of and in the said Messuages or Tenements, Lands, and Hereditaments thereafter mentioned, as they the said *Elizabeth Maria Yates* and *Catherine Anne Yates*, or either of them, had become entitled to under or by virtue of the said Indenture of Settlement and common Recoveries, or one of them, and the respective Deaths without Issue, of the said Four Children of the said *Hester Yates* and *Richard William Yates*, but not as to any other Share or Interest whatsoever of them the said *Elizabeth Maria Yates* and *Catherine Anne Yates*, of and in the said Premises, or any of them), did grant, bargain, sell, alien, release, and confirm unto the said *Robert John Harper*, and to his Heirs, (among other Hereditaments,) all those Four equal undivided Eighth Parts, the same into Eight equal Parts, to be divided of them the said *Elizabeth Maria Yates* and *Catherine Ann Yates*, of and in all that One full undivided Third Part, the Whole into Three equal Parts to be divided, of and in all that the said Meadow Ground, with
its

its Appurtenances, situate, lying, and being in *Islington* aforesaid hereinbefore described, together also with One full undivided Third Part of all Edifices and Buildings thereon erected and built, and also all those Four equal undivided Eighth Parts, the same into Eight equal Parts to be divided, of them the said *Elizabeth Maria Yates* and *Catharine Anne Yates*, of and in all that full undivided Moiety or Half Part (the Whole into Two equal Parts to be divided,) of and in the same Meadow Ground in *Islington* aforesaid, with the Appurtenances, and of and in One full undivided Moiety, or Half Part of all Edifices and Buildings thereon erected and built, and all other the Parts and Shares whatsoever of them the said *Elizabeth Maria Yates* and *Catharine Anne Yates*, or either of them, of and in the said Lands and Tenements, and Parts and Shares of Lands, and Tenements, Hereditaments, and Premises therein mentioned and described, to which they, or either of them, became entitled by reason or in consequence of the Death without Issue of the said Four Children of the said *Hester Yates* by the said *Richard William Yates*, or of any of them, under or by virtue of the said Indentures of Settlement of the Twenty-third and Twenty-fourth Days of *June* One thousand seven hundred and eighty-three, and the Recoveries suffered as aforesaid, to hold the said Four undivided Eighth Parts or Shares, and all other Parts and Shares thereby granted and released of and in the Messuages, Lands, and Tenements, and Parts of Messuages, Lands, and Tenements, Hereditaments, and Premises thereinbefore mentioned and described, with the Appurtenances, unto the said *Robert John Harper*, his Heirs and Assigns, to and for the several Uses, Intents, and Purposes following (that is to say), to the Use of the said *Samuel Harper* and *George Bedford*, their Executors, Administrators, and Assigns, for and during and unto the full End and Term of Six hundred Years thence next ensuing, without Impeachment of Waste, upon the Trusts, and subject to the Provisoos thereafter declared or expressed and hereinafter mentioned, of or concerning the same, and after the Expiration or other sooner Determination of the said Term of Six hundred Years, and in the Meantime subject thereto, and to the Trusts thereof, to the Use of all and every the Children of the Body of the said *Hester Yates* by the said *Richard William Yates* deceased, begotten, equally to be divided between or amongst them, Share and Share alike, as Tenants in Common in Tail General, with Cross-Remainders, between them and their Issue, as Tenants in Common in Tail General, and for Default of such Issue then to the Use of the said *Elizabeth Maria Yates* and *Catharine Anne Yates*, as Tenants in Common, and not as Joint Tenants, their respective Heirs and Assigns for ever: And it was by the now reciting Indenture declared and agreed, that the said Term of Six hundred Years, so limited in Use to the said *Samuel Harper* and *George Bedford*, their Executors, Administrators, and Assigns, as aforesaid, was so limited to them upon the Trusts, and to and for the Purposes, and under and subject to the Provisoos thereafter expressed, (that is to say,) upon Trust, that if any Action or Suit should be commenced, or any Claim or Demand should be set up or made against the said *Elizabeth Maria Yates*, and *Catherine Anne Yates*, or either of them, their, or either of their Heirs, Executors, or Administrators, for or in respect of the said *Elizabeth Maria Yates* and *Catherine Anne Yates*, or either of them, having thitherto received any greater Part or Share, Parts or Shares of the Rents, Issues, and Profits of certain Messuages

Messuages or Tenements and Premises therein described and mentioned, to be situate in the Parish of *Saint Martin-in-the-Fields*, and in *Dover-Street*, and *Bond-Street*, in the said County of *Middlesex*, or of any of them, than they were respectively entitled to receive, then, and in every such Case, that the said *Samuel Harper* and *George Bedford*, or the Survivor of them, his Executors or Administrators, should, from Time to Time, by and out of the Rents, Issues, and Profits of the said Premises comprised in the said Term of Six hundred Years, or by Sale or Mortgage or other Disposition thereof, or of any Part or Parts thereof, for all or any Part of the same Term, or by all or any of the Ways or Means aforesaid, or by any other such Ways or Means as they the said *Samuel Harper* and *George Bedford*, or the Survivor of them, his Executors or Administrators should think proper, levy and raise, from Time to Time, all such Sum and Sums of Money as should be sufficient to pay and satisfy all such Sum and Sums of Money, Costs, Charges, Losses, Damages, and Expences, as the said *Elizabeth Maria Yates* and *Catherine Anne Yates*, or either of them, their, or either of their Heirs, Executors, or Administrators should pay, sustain, incur, or be put unto on account of such Action, Suit, Claim, or Demand, Actions, Suits, Claims, or Demands as aforesaid, and pay the same to the said *Elizabeth Maria Yates* and *Catherine Anne Yates*, their Heirs, Executors, and Administrators accordingly, and also should, from Time to Time, and at all Times thereafter, during the joint Lives of the said *Elizabeth Maria Yates* and *Catherine Anne Yates*, and the Life of the Survivor of them, by all or any such Ways and Means as aforesaid, levy and raise such Sum and Sums of Money as should be equal to One-twentieth Part of the Amount of the net Annual Rents, Issues, and Profits for the Time being of the said Messuages, or Tenements, Hereditaments, and Premises, in the said Parish of *Saint Martin-in-the-Fields*, and in *Dover-Street*, and *Bond-Street* aforesaid, and pay the same from Time to Time to the said *Elizabeth Maria Yates* and *Catherine Anne Yates*, and the Survivor of them, for their and her own Use and Benefit, and also should, from Time to Time, until the whole of the said Sum of Two thousand Pounds so raisable under the Trusts of the said Term of Five hundred Years as aforesaid, should be raised and paid, levy and raise by all or any such Ways and Means as aforesaid such Sum and Sums of Money as should, together with the Sum and Sums of Money from Time to Time raisable by way of Interest, under or by virtue of the said Term of Five hundred Years, for or in respect of the said Sum of Two thousand Pounds, or of so much thereof as should, from Time to Time, remain to be raised, make up, and amount to Interest after the Rate of Five Pounds *per Centum per Annum*, on the said Sum of Two thousand Pounds, or on such Part thereof as should from Time to Time remain to be raised, and pay and apply the same accordingly, and also should, by all or any of the Ways or Means aforesaid, levy and raise all such further Sum and Sums of Money as should be sufficient to pay and satisfy all such Costs, Charges, Damages and Expences, as they the said *Samuel Harper* and *George Bedford*, their Executors, Administrators, and Assigns respectively, or any of them, should be put unto or sustain in levying or raising such Sum and Sums of Money respectively as aforesaid, or otherwise, in the Execution of the Trusts thereby in them reposed; and pay and apply the same accordingly; and upon further Trust, that they the said *Samuel Harper* and *George Bedford*, and the Survivor of them, his Executors, Administrators, and Assigns should,

during the respective Minorities of the Children of the said *Hester Yates* by the said *Richard William Yates*, receive and take, and use all proper and necessary Means for receiving and recovering the Rents, Issues, and Profits of the respective Shares of such of the said Children as should, from Time to Time, continue Minors of and in the said Premises thereby granted and released, and pay the same from Time to Time to the said *Hester Yates*, so long as she should happen to live, to be applied by her in such Manner, for the Benefit of all or any of her said Children as she should think proper, and for the Mode of Application whereof, it was thereby declared, that the said *Hester Yates* should not be answerable or accountable to any Person or Persons whomsoever: And whereas the said Piece or Parcel of Meadow Ground in the Parish of *Saint Mary, Islington*, aforesaid, hereinbefore described, is very desirably situated for building upon, and contains large Quantities of Brick Earth, that may easily be made into Bricks: And whereas, by reason of the Increase of Population in the Town of *Islington*, and the Contiguity of the said Meadow Ground, (and which Meadow Ground is more particularly described and comprized in the Schedule to this Act annexed,) it is expected that very advantageous Offers will be made to take the Whole or Part of the same Meadow Ground upon Building Leases, for Ninety-nine Years or for some less Terms or Term, and also for the Purchase of the Brick Earth therein; and it would be greatly for the Advantage of the several Persons beneficially interested in the said Field or Piece or Parcel of Meadow Ground, and the Rents and Profits thereof would be materially increased, if Power could be obtained to make or grant such Building Leases as aforesaid, and to sell and dispose of the said Brick Earth, and that the Money arising from the Sale of such Brick Earth may be applied, in the first Place, (after paying the Charges and Expences of this Act,) in or towards the Payment and Discharge of the said Portion or Sum of Two thousand Pounds, which, under the Trusts of the before-mentioned Terms of Five hundred Years, was directed to be raised for the younger Children of the said *Richard Sutton Yates* by the said *Elizabeth Maria Hennand*, in Manner aforesaid, and all Interest for or in respect of the same; and that the Residue of the Money arising from the Sale of the said Brick Earth, should be invested under the Directions of the Court of Chancery, in the Purchase of Real Estates, to be settled to the like Uses, as are now or shall be then subsisting, of or concerning the said Close of Meadow Ground, yet by reason of the Limitations and Devices contained in the said recited Indentures and Will, the Purposes aforesaid cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *Hester Yates*, the Widow and Relict of the said *Richard William Yates*, for herself and the said *John Samuel Barnardiston Yates*, *Richard Barnardiston Yates*, *Emma Barnardiston Yates*, and *Hester Barnardiston Yates*, her Infant Children, by the said *Richard William Yates* deceased, and the said *Elizabeth Maria Yates* and *Catherine Anne Yates*, 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 after the passing of this Act, it shall and may be lawful to and for *Robert John Harper*, of the Duchy of *Lancaster* Office, *Somerset Place, Strand*, in the County of *Middlesex*, Esquire,

Piece of Ground desirably situated for building on. From Increase of Population, Ground advantageously situated for letting on Building Leases.

Cannot be effected without the Aid of Parliament.

Power to grant or join and concur in granting Building Leases.

Esquire, and *George Bedford of Bedford Row*, in the Parish of *Saint Andrew*, in the said County of *Middlesex*, Gentleman, and the Survivor of them, and the Executors and Administrators of such Survivor, by and with the Consent in Writing of the Person or Persons who shall respectively be in Possession or entitled to the Rents and Profits of the said Close of Meadow Ground, under the several Indentures and Will hereinbefore recited, or any of them, if such Person or Persons shall be of the Age of Twenty-one Years, and if such Person or Persons shall be under the Age of Twenty-one Years, then with the Consent in Writing of the said *Hester Yates*, during her Life, and after her Decease, then with the Consent in Writing of the Guardian or Guardians of such Person or Persons, for the Time being, by Indenture or Indentures, to be by them the said *Robert John Harper* and *George Bedford*, or the Survivor of them, or the Executors, or Administrators of such Survivor, sealed and delivered in the Presence of, and to be attested by Two or more credible Witnesses, from Time to Time, to demise, lease, and grant all or any Part or Parts of the same Piece or Parcel of Meadow Ground, situate and being in the Parish of *Saint Mary, Islington*, aforesaid, and which is now so limited, settled, and assured, in Manner and upon the Trusts aforesaid, and more particularly described and comprized in the said Schedule to this Act annexed, with the Appurtenances, unto any Person or Persons for any Term or Number of Years not exceeding Ninety-nine Years, to take Effect in Possession and not in Reversion or by way of future Interest for the Purpose of building or erecting any new Messuages, Edifices, or Buildings thereon, or on any Part or Parts thereof, with Liberty for the Lessee or Lessees, in such Lease or Leases, to be named his Executors, Administrators, and Assigns, to lay out and appropriate any Part of the Premises to be comprized in such Lease or Leases, as and for any Yard or Yards, Garden or Gardens, Way or Ways, Passage or Passages, for the Use and Convenience of such Lessee or Lessees, and other the Tenants or Occupiers of the said Premises, in such Manner as in the said Lease or Leases shall be also mentioned and agreed upon, so as there be reserved by every such Lease the best and most improved yearly Rent or Rents that can or may be reasonably had or obtained for the same respectively, (except with respect to the Two first Years of such Term or Terms so to be granted as aforesaid, for which respective Two first Years One Pepper Corn or any other Rent or Rents may be yearly reserved,) to be paid, and payable to the Person or Persons who shall, for the Time being, by virtue of or under the said several hereinbefore recited Indentures and Will, or any of them, or otherwise as aforesaid; be seized or entitled for his, her, or their own proper Use and Benefit, of or to the Freehold or Inheritance, immediately expectant upon the Determination of the Term or Terms, by such Lease or Leases respectively, to be demised or created, and that without taking any Fine, Premium, or Foregift, or any Thing whatsoever in the Nature of a Fine, Premium, or Foregift, for making or granting any such Lease or Leases, and so as the Lessee or Lessees, to be named in any such Lease or Leases as aforesaid, enter into Covenants to build or repair, and keep in Repair the Messuages or Buildings which the same Lessee or Lessees shall respectively have contracted to build, and to make and keep in Repair the Ways or Passages which he, she, or they shall have agreed to lay out and appropriate as aforesaid, in such Manner as shall be stipulated in such Lease or Leases respectively; and also a Covenant on the

Part

Part of the Lessee or Lessees to keep the Buildings, erected or to be erected on the Premises, to be therein comprised, insured from Damage or Loss by Fire, to the Amount of not less than Four-fifth Parts of the Value thereof; in some or one of the public Offices of Insurance, in *London* or *Westminster*; and also a Covenant to surrender and deliver up the said Messuages or Buildings, and Premises in good tenantable and sufficient Repair and Amendment, to the Person or Persons who shall be entitled to the Freehold or Inheritance, for the Time being, the peaceable Possession of the Premises, to be comprised therein respectively, upon the Determination of the Term or Terms, in or by such Lease or Leases respectively to be granted, and so as in any such Lease there be contained a Power of Re-entry for Non-payment of the Rent or Rents thereby respectively to be reserved, and so as the respective Lessees, to whom such Leases shall be made, do severally seal and deliver Counterparts thereof.

The Trustees empowered to sell the Brick Earth contained in the Ground.

II. Provided also, and be it further enacted, That it shall and may be lawful to and for the said *Robert John Harper* and *George Bedford*, and the Survivor of them, and the Executors and Administrators of such Survivor, and to and for any Person or Persons whom they, he, or she shall or may by any Writing or Writings under their, his, or her Hands or Hand, authorise in that Behalf, at any Time or Times, to enter into and upon the said Close or Piece of Meadow Ground, and to dig, break up, or search the same, or any Part or Parts thereof, for the Purpose of discovering, and (if necessary) of carrying away, or otherwise to dispose of, all or any Part of the Brick Earth, or Earth fit or proper for the making of Bricks or Tiles, that may be contained in or about the said Meadow Ground; and also to sell and dispose of the Brick Earth, or Earth fit or proper for the making of Bricks or Tiles, contained in the said Meadow Ground, or any Part or Parts thereof, to any Person or Persons who shall have purchased or shall be willing to purchase the same for the most Money and best Price and Prices that can at the Time of such Contracts and Sales respectively be had and obtained for the same; and also to grant to such Purchaser or Purchasers respectively, full Power and Authority to take and carry away the Brick Earth or Earth fit or proper for the making of Bricks or Tiles, to be purchased by them respectively, or to make the same, or any Part or Parts thereof, into Bricks or Tiles upon the said Piece or Parcel of Meadow Ground, or upon any Part or Parts thereof, and to carry away and dispose of such Bricks or Tiles when made, for their own Use and Benefit, any Thing in the said Indentures and Will, or any of them contained, to the contrary thereof in anywise notwithstanding.

The Trustees empowered to recover the Money to arise by Sale of Brick Earth.

III. And be it further enacted, That it shall and may be lawful to and for the said *Robert John Harper* and *George Bedford*, and the Survivor of them, and the Executors and Administrators of such Survivor, and he and they is and are hereby authorised and directed, from Time to Time, to demand and sue for, recover, and receive all and every the Sum and Sums of Money which shall or may become payable for or in respect of the Sale or Sales of such Brick Earth or Earth fit or proper to be made into Bricks or Tiles as aforesaid.

IV. And

IV. And be it further enacted, That the Money for which the said Brick Earth or Earth fit or proper to be made into Bricks or Tiles, shall be sold and disposed of as aforesaid, shall from Time to Time, as often as the same shall amount to Three hundred Pounds and upwards, be paid into the Bank of *England*, in the Name and with the Privy of the Accountant-General of the High Court of Chancery *ex parte* the Trustees of this Act, pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-second, and the General Orders of the said Court, without Fee or Reward, according to the Act of the Twelfth Year of His late Majesty King *George* the Second, Chapter Twenty-fourth, and under the Direction of the Court of Chancery, to be obtained upon a Petition in a summary Way by the said *Robert John Harper* and *George Bedford*, or the Survivor of them, his Executors or Administrators, a competent Part of the Sum or Sums to be paid into the Bank by virtue of this Act, shall be paid and applied in Discharge of the Costs, Charges, and Expences of obtaining and incident to the Execution of this Act; and after Payment thereof in or towards the Discharge of the before-mentioned Sum of Two thousand Pounds, which under the Trusts of the said Terms of Five hundred Years, and Five hundred Years created by the said recited Indenture of Release and Settlement of the Nineteenth Day of *January* One thousand seven hundred and sixty; and the said Indenture of Release and Settlement of the Nineteenth Day of *May* One thousand seven hundred and seventy-eight, was directed to be raised for the Portions of the younger Children of the said *Richard Sutton Yates* by the said *Elizabeth Maria Hennand* as aforesaid, and all Interest for or in respect thereof; and all the Surplus or Residue, if any, of the Money which shall arise from the said Sale or Sales, shall upon a Petition to be presented to the High Court of Chancery, in a summary Way, by the said *Robert John Harper* and *George Bedford*, or the Survivor of them, his Executors or Administrators, be ordered to be applied in Manner hereinafter mentioned, and that in the Meantime, and until the same shall be so ordered to be applied, the same shall from Time to Time be laid out in the Purchase of Navy, Victualling, or Exchequer Bills; all which said Navy, Victualling, or Exchequer Bills, and the Interest arising from the said Navy, Victualling, or Exchequer Bills, and the Money received for the same, as they shall be respectively paid off by Government, shall be laid out in the Name of the said Accountant General in the Purchase of other Navy, Victualling, or Exchequer Bills; all which said Navy, Victualling, or Exchequer Bills shall be deposited in the Bank, in the Name of the said Accountant General, and shall there remain until the same shall, upon a Petition to be preferred to the High Court of Chancery, in a summary Way, by the said *Robert John Harper* and *George Bedford*, or the Survivor of them, his Executors or Administrators, be ordered to be sold by the said Accountant General for the Purposes hereinafter mentioned, in such Manner as the said Court shall think just and direct.

Money arising from the Sale of Brick Earth to be paid into the Bank of England in the Name and with the Privy of the Accountant General.

A competent Part to be applied in paying the Expences of this Act, and in and towards discharging a Portion, or Sum of 2000l. and Interest.

Money, until Investment, to be laid out in Navy, Victualling, or Exchequer Bills.

V. And be it further enacted, That the Certificate or Certificates of the said Accountant General, together with the Receipt or Receipts of One of the Cashiers of the Bank to be thereto annexed, and therewith filed in the Register's Office of the said Court of Chancery, of the Payment into the Bank of *England* of any Sum or Sums of Money hereby directed to be paid into the same, shall from Time to Time be and be deemed to be good and effectual Discharges to the Person or Persons paying the same, and

Certificate of the Accountant General and Receipt of one of the Cashiers of the Bank to be sufficient Discharges.

to his, her, or their respective Heirs, Executors, Administrators, or Assigns for the Sum or Sums of Money for which such Certificates and Receipts shall be respectively given; and after filing such Certificates and Receipts as aforesaid, the Person or Persons paying the Money therein mentioned, shall be absolutely acquitted and discharged of and from the same Monies, and shall not be answerable or accountable for any Loss, Misapplication, or Non-application thereof.

Surplus Money arising from the Sale of Brick Earth to be laid out in the Purchase of Lands, to be settled to the same Uses as the Close at Islington.

VI. And it is hereby further enacted, That the said *Robert John Harper* and *George Bedford*, or the Survivor of them, his Executors or Administrators, shall and do from Time to Time, under the Direction of His Majesty's High Court of Chancery, to be obtained by Petition in a summary Way, as herein-before is mentioned, lay out and invest all the said Surplus or Residue of the Monies so to be paid into the Bank as hereinbefore is mentioned, or to be produced by the Sale of the Navy, Victualling, or Exchequer Bills, on which the same shall be invested as hereinbefore is mentioned in the Purchase of Freehold Manors, Messuages, Lands, Tenements, or Hereditaments to be situate in that Part of *Great Britain* called *England*, free from Incumbrances, except Fee-farm, or Chief-rents, or Quit-rents, or other Out-goings of the like Nature, and do and shall settle, convey, and assure, or cause to be settled, conveyed, and assured, the said Hereditaments so to be purchased, to, for, upon, and subject to such and the same Uses, Trusts, Intents, Purposes, Powers, Provisoos, Conditions, and Limitations as the said Piece or Parcel of Meadow Ground at *Islington* aforesaid, now stands limited, settled, and assured under or by virtue of the said several hereinbefore recited Indentures and Will, or otherwise, or to, for, upon, and subject to such and so many of those Uses, Trusts, Intents, and Purposes, as at the Time of such Purchase or Purchases shall be subsisting or capable of taking Effect; and that it also shall and may be lawful for the said *Robert John Harper* and *George Bedford*, and the Survivor of them, and the Executors and Administrators of such Survivor, under the Direction of the said Court of Chancery, to be obtained as hereinbefore is mentioned, by and out of the Money so arising or to be produced as aforesaid, to pay all Costs, Charges, and Expences incident to or occasioned by the Trusts of the present Act, or by carrying the same into Execution.

Court of Chancery to make Orders, and give further Directions, &c.

VII. And it is hereby further enacted, That it shall be lawful for His Majesty's said Court of Chancery, from Time to Time, to make any Order, or give any Directions which the said Court shall think proper, for making and completing the Sales and Purchases hereby directed to be made, or for investing any of the Monies arising, or to be produced as hereinbefore is mentioned, in the Bank, or for disposing of the same in the Manner hereinbefore mentioned, or for the Payment of the Costs, Charges, and Expences of this present Act, or in, about, or touching or concerning any other Matter or Thing whatsoever, incident to, or arising out of the Execution of the Trusts of this present Act.

If the Trustees shall die, the Court of Chancery, upon Petition

VIII. Provided also, and be it further enacted, That if both or either of them the said *Robert John Harper* and *George Bedford*, or any future Trustee or Trustees who shall succeed or shall be appointed in the Stead or Place of them, or either of them, shall die, or shall desire

to relinquish, or shall refuse or decline, or become incapable to act in of the Person
 the Trusts or Powers hereby reposed in them or him, before the said entitled to
 Trusts shall be fully performed and executed, then, and so often as the Rents, to
 any such Case shall happen, it shall and may be lawful for the said appoint
 High Court of Chancery, in a summary Way, upon the Petition of others in their
 such Person or Persons who, for the Time being, shall respectively be stand.
 in Possession of or beneficially entitled to the Rents and Profits of the
 Hereditaments comprised in the said Schedule; or if such Person or
 Persons shall be an Infant or Infants, then upon the Petition of his, her,
 or their Guardian or Guardians, from Time to Time, to nominate and
 appoint any 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 dis-
 charged, or refusing, declining, or becoming incapable to act as afore-
 said; 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, or be-
 coming incapable to 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 Trustee thereof; and such new or other
 Trustee or Trustees, or in such new Trustees only as the Case may re-
 quire, upon the same Trusts and for the same Intents and Purposes,
 and with and subject to the same Powers as are hereinbefore 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 Ef-
 fect; and such new Trustee or Trustees shall and may in all Things
 act in the Management, carrying on, and Execution of the Trusts hereby
 created, as fully and effectually, and with all the same Powers and Au-
 thorities, to all Intents, Effects, Constructions, and Purposes whatso-
 ever, as if he or they had been originally by this Act nominated a
 Trustee or Trustees for the Purposes aforesaid.

IX. Saving always, to the King's most Excellent Majesty, his Heirs General
 and Successors, and to all and every Person and Persons, Bodies Politic, Saving.
 Corporate, and Collegiate, and their respective Heirs, Successors, Exe-
 cutors, and Administrators (other than and except the said *Hester Yates*
 and the said *John Samuel Barnardiston Yates*, *Richard Barnardiston Yates*,
Emma Barnardiston Yates, and *Hester Barnardiston Yates*, the infant Chil-
 dren of the said *Hester Yates*, by the said *Richard William Yates* de-
 ceased, and the Heirs of their respective Bodies, and the said *Elizabeth*
Maria Yates and *Catherine Anne Yates*, and their respective Heirs and
 Assigns, and the Trustees or Trustee for the Time being of the be-
 fore-mentioned several Terms of Five hundred Years, Five hundred Years,
 One hundred Years, and Six hundred Years, and all and every Person and
 Persons whosoever claiming or to claim any Estate, Right, Title, or In-
 terest of, in, to, or out of the said Piece or Parcel of Meadow Ground,
 or any Part or Parcel thereof, under or by virtue of the said several
 hereinbefore in Part recited Indentures and Will or any of them), all
 such Estate, Right, Title, Interest, Property, Claim, and Demand
 whatsoever, of, in, to, or out of the same Close or Piece of Meadow
 Ground, Hereditaments, and Premises, as they or any of them had or
 were

were entitled to, at or before the passing of this Act, or could or might have had, held, or enjoyed in case this Act had not been made.

Act to be
printed by
the King's
Printers.

X. 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 SCHEDULE to which the foregoing Act refers.

Land.	Tenant's Name.	Parish.	No. of Acres.	Annual Rent.
Great Hides Meadow.	Thomas Laycock.	Saint Mary, Islington.	A. R. P. 19 1 20	£. s. d. 115 10 0

THO. BAINBRIDGE.

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