



ANNO DECIMO OCTAVO & DECIMO NONO

VICTORIÆ REGINÆ.

Cap. 15.

An Act for the future Government, Management, and Regulation of the Charity of *John Marshall*, late of *Southwark* in the County of *Surrey*, Gentleman, deceased; and for other Purposes.

[14th August 1855.]

WHEREAS *John Marshall*, late of the Borough of *Southwark* in the County of *Surrey*, Gentleman, deceased, by his last Will and Testament in Writing, bearing Date the Twenty-first Day of *August* One thousand six hundred and twenty-seven, which was duly executed and attested, gave and devised, in Manner and Form following; (to wit,)—"First, I give, devise, and bequeath unto the Right Worshipful *Rowland Heylin*, Alderman of *London*, *William Gonge*, *Richard Sibbs*, *Charles Offpringe*, and *John Dampont Clarke*, *Robert Eyre*, *Christopher Sherland*, *John White*, and *Samuell Browne*, Councillors-at-Law, *John Gearinge*, *Richard Davies*, *George Harwood*, and *Francis Bridges*, Citizens of *London*, and their Heires and Assigns, for ever, under the severall Rents, Distresses, Penalties, and Trustes herein-after menconed, to be chargeable on the same, all that my Moiety and Half Parte of a Yarde, commonlie called the *Axe Yard*, and all my Messuages and Tenements whatsoever, with their Appurtenances, in or neare the

Will of
J. Marshall,
dated 21st
August
1627.

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" said

Marshall's Charity Act, 1855.

“ said Yarde, beinge in the Parish of *St. Saviour's* in *Southwarke*
 “ aforesaid, and also all my Messuages, Lands, Tenements, and
 “ Hereditaments whatsoever, with the Appurtenances thereof, in
 “ *Lambe Alley*, and in *Black Spread Eagle Alley*, and in *Catherine*
 “ *Wheele Alley*, or any of them, or neare unto them, or any of them,
 “ and all other my Messuages, Lands, Tenements, and Hereditaments,
 “ with the Appurtenances thereof, scituate and beinge in the Parishes
 “ of *Newington* in the County of *Surrey*, and all those Three Acres
 “ of Land lyinge together in One Place in *St. George's Fields*, and
 “ Halfe an Acre in the same Fields, be the same more or lesse, with
 “ their Appurtenances, in the Parish of *St. George* in the Countie of
 “ *Surrey*, in which Three Acres and a Half by Estimacon my
 “ Mother hath Estate for the Terme of her Life, and all my Mes-
 “ suages, Lands, Tenements, and Hereditaments, with the Appurte-
 “ nances, in the Parish of *Sutton* in the said Countie of *Surrey*, and
 “ all my Messuages, Lands, and Tenements, with the Appurtenances,
 “ in *Grantham* in the Countie of *Lincoln*, and my Reversion and
 “ Reversions, Remainder and Remainders thereof, and the Rents and
 “ Services thereunto incidente, to the Use, Intent, and Purpose that
 “ they, their Heires and Assigns, shall, out of the Rents, Yssues,
 “ and Profits of my Three Tenements, with the Appurtenances,
 “ scituate in *Newington* aforesaid, Parcell of the Premisses in the
 “ Parish of *Newington*, and now or late in the Tenure or Occupation
 “ of Mr. *Marburie* and Widow *Keies*, or of One of them, or of their
 “ or One of their Assigns, pay or cause to be payd unto *Margaret*
 “ *Vero*, Daughter of *Henry Vero*, the Some of Fouer Pounds of
 “ lawfull Moneys for her Mayntenance yearlye, untill shee shall attaine
 “ her Age of Eighteen Yeares, or shall be married, which of them
 “ shall first happen, and the farther Some of Twentie Pounds of like
 “ Money for her Porcon, when shee shall be married or attaine her
 “ said Age, which soever of them shall first happen, and thereupon
 “ and from thenceforth the said yearly Payments of Fouer Pounds by
 “ the Yeare to cease, which I do give unto her upon Condicon that she
 “ be ordered and directed in her Education and Marriage by the Advice
 “ and Direcon of my said Feoffees or the Survivors of them, whom I
 “ doe earnestlie entreate to take upon them the Care, Tutelage, and
 “ Orderinge of her, and doe comitt her unto their Care, not doubting
 “ but that they will see her brought up in the Feare of the Lord, and
 “ disposed of in Places fitt for that Purpose; and my Will further is,
 “ that my said Feoffees, and their Heires and Assigns, shall, out of
 “ the Rents, Issues, and Profitts of the said Three Tenements, paie-
 “ or cause to be paid unto the Brother of the said *Margaret Vero*,
 “ yearlye duringe his Life, Fouer Pounds of lawfull Money for his
 “ Mayntenance; and my Will further is, that my said Feoffees, their
 “ Heires and Assigns, shall, out of the Rents, Issues, and Profitts of
 “ the said Three Tenements for ever, after the Death of the said
 “ *Margaret*

Marshall's Charity Act, 1855.

“ *Margaret Vero* and her Brother, laye out and bestowe yearlye the
 “ Some of Twelve Pounds of lawfull Moneys for and towards the
 “ yearlye Mainteynance of a poor Scholler in eithe of the Universities,
 “ in the Manner followinge, *viz.*,—my Meaninge is, that the poor
 “ Schollers shall be chosen from Tyme to Tyme by my said Feoffees, their
 “ Heires and Assigns, from amonge such as are or shall be borne in
 “ the said Borough of *Southwarke*, or in the Towne of *Stamford* in
 “ the Countie of *Lincolne*, and taught in the Schoole kepte or to be
 “ kepte in the Parish of *St. Saviour's* in *Southwarke* aforesaid, or
 “ any other Schoole, at their Discrecons, and that they shall pay
 “ unto such poore Scholler soe from Tyme to Tyme to be chosen by
 “ them as aforesaid Twelve Pounds a Yeare for the Space of Seaven
 “ Years for his Maynteynance, and if he shall then take the Degree
 “ of Mr. of Arts, they shall continue the further Payment thereof
 “ unto him for One Yeare more, to the end that he may in that Tyme
 “ provide for himselfe some Place for the Employinge of his Talent
 “ and Abilities abroad, to the Glorie of God and Benefitt of his
 “ Church; provided alwaies, that such poor Scholler contynue for
 “ the most Parte of all that Tyme untill he be Mr. of Arts in the
 “ University, and give not over his Studies there; and from and after
 “ the Expiracon of the said Eight Years, or other ceasing of the Pay-
 “ ment of the said Twelve Pounds a Year to such poor Scholler,
 “ my said Feoffees, their Heires and Assigns, shall pay the same
 “ yearlie to another such poore Scholler, to be by them speedily after-
 “ wards chosen in the like Manner as the former, and for soe many
 “ Yeares and upon the like Condicon as to the former; and that the
 “ said yearly Payments shall be so continued by them, their Heirs
 “ and Assigns, for ever;” and the said Testator, after charging the
 Lands and Hereditaments so devised to his said Feoffees as aforesaid,
 and certain other Lands and Hereditaments in the said Will mentioned,
 with the Payment, in certain Proportions, to his Mother *Elizabeth*
Marshall, and his Wife *Elizabeth Marshall*, of Two several yearly
 Rentcharges of Fourscore Pounds and Fourscore and Ten Pounds
 respectively during their respective Lives, in lieu and satisfaction of
 their respective Dowers and Rights and Titles of Dower, out of all
 his Lands, further made his Will, in Manner and Form following; to
 wit,—“ And my Will and Meaninge further is, that my said Feoffees,
 “ their Heires and Assigns, shall, out of the First Revenues of my
 “ said Lands to them given, and out of my Personall Estate thate
 “ shall by this my last Will come unto them or any of them, as my
 “ Exëcutors hereof, pay and discharge all such Debts as I shall truly
 “ and justly owe at the Time of my Death to any Person or Persons
 “ whatsoever, with Interest after *viii^{te} per Cent.*, and that after my
 “ Debts and Legacies paid and Funerall Expences discharged they
 “ shall, with the next Revenues and cleare Profitts of my said Lands
 “ to them given, finish and perfitt the buildinge and furnishinge of
 “ the

Marshall's Charity Act, 1855.

“ the House in *Axe Yard* aforesaid, wherein I now dwell, with the
 “ Appurtenances thereof, and that the Pumps, Jacks, Cisterns, and
 “ Bedsteads now in or belonging unto the said House shall still
 “ remain and goe with the said House as Heire Loomes, and not to
 “ be taken away or removed from or out of the same; and if the Lord
 “ shall be pleased to blesse me with Yssue Male of my Body, my said
 “ Feoffees, their Heires and Assignes, shall, duringe the Minority of
 “ my said Issue, let the said House, with the Appurtenances thereof,
 “ to the Lecturer of the Church of *St. Saviour's* aforesaid for the
 “ Tyme being, if he will accept thereof, during the Minoritie of my
 “ said Issue, untill he shall attaine his full Age of One-and-twenty
 “ Yeares, under the yearlie Rent of Twenty Marks a Yeare, and such
 “ Covenants and Agreement as in their Discrecons shall seem con-
 “ venient; and if he shall not accept thereof, then my said Feoffees,
 “ their Heires and Assignes, shall lease the same to any other Person or
 “ Persons, at their Wills and Pleasures, that will take the same during
 “ the Minority of my said Issue; and that at the full Age of my said
 “ Issue they shall suffer and permitt my said Issue Male to have, hold,
 “ and enjoy the said House, duringe his naturall Life, without payinge
 “ any Rent for the same, so as he keepe the same in good Repaire;
 “ and that from and after his Decease, or in case I shall die without any
 “ Issue Male of my Bodie lawfully begotten, my said Feoffees, their
 “ Heires and Assignes, shall let the said House, with the Appurtenances
 “ thereof, to the Lecturer of *St. Saviour's* aforesaid for the Tyme beinge,
 “ for the Term of Twenty and one Yeares, if he shall so long remain
 “ Lecturer there, or if he shall refuse the same, then to such Person or
 “ Persons as will take the same, for such yearlye Rent as my said Feoffees
 “ shall think fitt, and under such Covenants as is aforesaid, and shall
 “ from Tyme to Tyme hereafter, untill the newe Church hereafter
 “ appointed to be built shall be finished and pfitted, and a Minister
 “ and Preacher be settled in the same, the said Rent of the said
 “ House shal be employed and disposed as the rest of the Revenues
 “ of my said Lands given to my said Feoffees are hereby appointed
 “ to be disposed, and after the said Church shal be built, and a
 “ Minister of the Word of God settled therein, the same shall for ever
 “ after be paid to the Minister of the Word settled in that Church,
 “ and his Successors, for ever, for his providing of himself a House
 “ fitte and convenient for his Habitation, and towards the Payment of
 “ his Rent for the same; and my Will and Meaninge further is, that
 “ my said Feoffees, their Heirs and Assignes, shall, out of the Rents,
 “ Issues, and Profitts of my said Lands and Premises to them devised,
 “ pay unto my said lovinge Wife, after my Decease, weekly, the Some
 “ of Thirty Shillings, and after that Rate until the Day of the First
 “ Payment of her said Annuitye or Pte thereof next after my Deathe
 “ shall come, for her Mayntenance in the mean tyme until she shall
 “ receive some One Payment of her said yearly Rent of Fower Score
 “ and

Marshall's Charity Act, 1855.

“ and Ten Pounds, and then to cease; item, my Will and Meaning
 “ is, that my said Feoffees, their Heires and Assignes, shall raise, out
 “ of the Residue of the Revenues of my said Lands not otherwise
 “ disposed of by this my last Will, the full Sume of Seaven hundred
 “ Pounds, as the same shall arise out of my said Lands to them hereby
 “ given, and shall with the same builde or cause to be built One
 “ new Church for the Worship of God, and a Churchyarde conve-
 “ niente for it, in such Place as they in their Discrecons shall think
 “ fitt; and my Desire is, that the same may be builte, if my said
 “ Feoffees shall judge it meete and conveniente, in some Part of
 “ *St. Saviour's* Parish aforesaid, or else wheresoever my said Feoffees,
 “ or their Heires or Assignes, shall adjudge it to be more meete; and
 “ my Will is, that the same shall be done by good Advice of Counsell
 “ learned, and that all Expenses and Charges for the procuring of
 “ an Act of Parliament, or His Maty's legall Licence, and whatsoever
 “ else shal be necessary or convenient for the better effecting thereof,
 “ shal be borne and defrayed out of the Rents, Issues, and Profitts
 “ of the said Lands, and that at the finishing and consecrating of the
 “ said Church, my said Feoffees, their Heires and Assignes, shall, out
 “ of the Profitts of the said Lands to be raised by them, give and
 “ distribute amongst such poore Christians as they shall think fitt
 “ the Sum of One hundred Pounds; and my Will also is, that my
 “ said Feoffees, their Heires and Assignes, shall, as soone as conve-
 “ niently they may after the Consecration of the said Church, provide
 “ for the same, and place therein, One godlie learned Minister, for
 “ the preaching of the Word of God and Administracon of the Sacra-
 “ ments in the same, and that the Choise of the Minister to be placed
 “ in the said Church from Tyme to Tyme, and the Donacon and
 “ Right of Patronage of the said Church, shall be and continue in and
 “ to my said Feoffees, their Heires and Assignes, for ever, and in noe
 “ other, and that my said Feoffees, their Heires and Assignes, shall
 “ yearlie and from Yeare to Yeare paie unto the said Minister from
 “ Tyme to Tyme to be placed by them in the said Church Forty
 “ Pounds a Yeare out of the Yssues and Profits of my said Lands
 “ to them hereby given, and that the rest of the Rents, Issues, and
 “ Profitts of the said Lands not herein otherwise disposed shall be
 “ received and kept together by my said Feoffees, their Heires and
 “ Assignes, and ymployed, at their Discrecons, untill they have
 “ thereby raised sufficient Moneys to purchase Lands and Tenements
 “ to the Value of Threescore Pounds by the Yeare over and above
 “ all Reprises, and that the same shall be by them layed out in the
 “ Purchase of Lands of the said cleere yearlye Value, and that
 “ they shall endow the said Church with the same, and that pre-
 “ sentlie after such Endowment the said Forty Pounds a Yeare before
 “ hereby appointed to the Incumbent of the said Church shall cease
 “ and be no longer paid; and my Will is, that the said new Church

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Marshall's Charity Act, 1855.

“ shal be called by the Name of *Christchurch*, and that the Incum-
 “ bent thereof for the Tyme being shall preach or cause to be preached
 “ the Word of God in the same Church twice everie Lord's Day,
 “ and also a monthlie Sermon everie Moneth, for the Preparacon of
 “ his Parishioners to and for the right and worthy receiving of the
 “ Lord's Supper, and that he have a speciall Care of catechisinge and
 “ instructinge his Parishioners in the Grounds of true Religion; and
 “ my Will and Meaning further is, that the Rents, Issues, and Pro-
 “ fitts of my said Lands, not otherwise herein disposed, shall, for the
 “ Space of Two Years after the said Church shall be endowed with the
 “ Lands as aforesaid, goe and be disposed by my said Feoffees, their
 “ Heires and Assignes, for and towards the redeeming of such poore
 “ Mene imprisoned or to be imprisoned for Debts as my said Feoffees,
 “ their Heires or Assignes, shall be thought meete, and shall be for ever
 “ after by them disposed for and towards the buying in of Rectories
 “ Improprate to them, their Heires and Assignes, for the Mayntenance
 “ and Continuance of the sincere Preaching of God's most holie Word in
 “ this Land for ever; item, my Will and Meaninge is, that my said
 “ Feoffees, their Heires and Assignes, shall, out of the Profits of my
 “ said Lands to them hereby given, yearlie and from Yeare to Yeare
 “ hereafter pay and dispose of the Some of Twenty Marcks a Yeare
 “ to such diligent and faithful Preacher of the Word of God, dwelling
 “ in or near *Stamford* in the Countie of *Lincolne*, as they in their
 “ Discrecons shall thinke meete, for the Preachinge of One Sermon
 “ every Weeke for the preparinge of his Auditors for the worthy
 “ receiving of the Lord's Supper; and my Desire to them herein is,
 “ to have respect to the Church of *Allhallows* in *Stamford* aforesaid,
 “ if they shall finde and adjudge the Minister thereof worthie of it,
 “ and not otherwise; and my Will is, that they shall yearlie paie the
 “ same to Mr. *Vicars*, now Preacher of the Word of God in *Stamford*
 “ aforesaid, soe long as he shall continue there; and that my said
 “ Feoffees, their Heires and Assignes, shall also, out of the Rents,
 “ Issues, and Profitts of my said Lands, for ever pay unto the Sexton
 “ for the Time being of such Church, where such weeklie Sermons
 “ shall be preached, Tenn Shillings a Yeare for his Paines in ringinge
 “ and tollinge the Bells, to call the People together to hear the said
 “ weeklie Sermon, and in sweepinge and making cleane the same
 “ against the Times of the Preachinge thereof; item, my Will is,
 “ that my said Feoffees, their Heires and Assignes, shall, out of the
 “ Rent, Yssues, and Profitts of my said Lands to them hereby given,
 “ yearlie and from Yeare to Yeare for ever after my Death paie
 “ and allowe unto such Person as they shall appoint to be their
 “ Collector and Gatherer of the said Rents and Profitts, during his
 “ Imployment therein, the Some of Ten Pounds for his Paines and
 “ Travell therein; and that my said Feoffees, their Heires and
 “ Assignes, once every Yeare for ever hereafter, about the Time that
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Marshall's Charity Act, 1855.

“ the said Rents and Profitts for the whole Yeare shall come in, shall
 “ meet together, and take the Audit and Accompt thereof, and shall
 “ at such their Meetings expend and disburse out of the said Rents,
 “ for the Provision of a Dinner for them, the Some of Fifty Shillings,
 “ until the yearly Rents hereby granted out of the said Lands shall
 “ be ended and determined, and after the End and Determinacon of
 “ them they shall for ever afterwards disburse out of the said Rents,
 “ for the yearlie Provision of their said Dynner, Five Pounds of
 “ lawfull Moneys; and my Meaninge is, that the said Feoffees, their
 “ Heires and Assignes, shall deal well with all such Persons to whome
 “ they shall lease the said Messuages and Lands to them hereby
 “ demised, and not racke the same to Rents on high; item, my
 “ Meaninge is, that my said Feoffees, their Heires and Assignes, shall
 “ permitt and suffer my Cozen *William Marshall* to enjoye the
 “ House he nowe dwelleth in duringe his Life, without paying any
 “ Rent for the same, soe as he keep the same in good Repaire, and
 “ that his Daughter, after his Death, shall likewise enjoy the same
 “ during her Life, without paying any Rents for the same, soe as
 “ shee also during that Tyme keepe it in good Repaire; item, my
 “ Will and Meaninge further is, that for the Space of Seaven Yeares
 “ next after my Decease, or for less Tymes, at their Discretions, my
 “ said Feoffees, their Heirs and Assigns, shall, out of the Rents,
 “ Issues, and Profits of the Messuages and Premises hereby given
 “ unto them, quarterly pay unto Mr. Dcor *James of Oxford*, towards
 “ the furtheringe of his Project of vindicating auntient and orthodoxe
 “ Writers from the Popish Indices Expurgatory, Twenty Nobles a
 “ Yeare, and that my said Feoffees, their Heires and Assignes, may,
 “ if the said Dcor *James* shall surcease or foreflowe his Laboures
 “ therein, or otherwise at their Pleasure, withhold and withdrawe the
 “ said Twenty Nobles a Year, if they shall see it meete soe to doe;
 “ item, my Will is, that all and singular my Messuages, Lands, and
 “ Tenements whatsoever, with their Appurtenances, scituate in or
 “ neare *Fowle Lane* aforesaid and in *Peckham Field*, shall, after my
 “ Death, under the severall Rents and Distresses and *Nomine penes*
 “ above demised to be issuinge and going out of them, descend and
 “ come unto the Heirs of my Body lawfully begotten or to be
 “ begotten, and for Default of such Issue to be and remaine to
 “ *Thomas and John Maddox* during their natural Lives and the Life
 “ of the longer Liver of them, and after their Deceases to my right
 “ Heirs for ever; and that all my Messuages and Premisses, with
 “ the Appurtenances, in the Parish of *St. George the Martyr*, not
 “ hereby given to my said Feoffees, shall, under the yearlie Rentes,
 “ Distresses, and Penalties chargeable upon the same as aforesaid,
 “ come after my Decease to the Heires of my Body lawfully begotten
 “ or to be begotten, and for defaulte of such Issue to my Sister
 “ *Elizabeth Browne* during her Life, and after her Decease to the
 “ Heires

Marshall's Charity Act, 1855.

“ Heires of his Body lawfully to be begotten, and for default of
 “ such Issue to my right Heires for ever; and that all my said
 “ Messuages and Premisses in *Croydon* aforesaid shall, under the
 “ yearlie Rents, Distresses, and Penalties hereby charged thereupon,
 “ come, after my Death, to the Heires of my Body lawfully begotten
 “ or to be begotten, and for default of such Issue to my right Heires
 “ for ever; item, I doe give, devise, and bequeath unto my said
 “ Feoffees, their Heires and Assignes, all that my Capital Messuage,
 “ with the Appurtenances thereof, scituate in the Parish of *St. Saviour's*
 “ aforesaid, commonlie called the *Peacocke*, to the Purposes aforesaid,
 “ with this, nevertheless, that if my Sister *Susan Thicknesse*, or any of
 “ the Heirs of her Body lawfully begotten, or any for them, shall pay or
 “ cause to be paid, or well and sufficiently secure to be paid, within the
 “ Space of Sixe Months after my Death without Issue of my Body
 “ lawfully begotten, unto my said Feoffees, their Heires and Assignes,
 “ the full Some of One hundred Pounds of lawfull Moneys at One
 “ intyre Payment within the Tyme aforesaid, then the said Capitall
 “ Messuage, with the Appurtenances thereof, shall from thenceforth
 “ goe and remaine unto my said Sister *Susan Thicknesse* during
 “ her Life, and after her Decease to *Thomas Thicknesse* her
 “ Sonne, and the Heires of his Body lawfully to be begotten,
 “ and for default of such Issue to *Elizabeth Thicknesse*, eldest
 “ Daughter of my said Sister, and the Heires of her Bodie lawfully
 “ begotten, and for default of such Issue to *Mary Thicknesse*, another
 “ of the Daughters of my said Sister, and the Heires of her Body law-
 “ fully begotten, and for default of such Issue to *Susan Thicknesse*,
 “ youngest Daughter of my said Sister, and the Heires of her Body
 “ lawfully begotten, and for default of such Issue to my said Feoffees,
 “ their Heires and Assigns, for ever; but in case I shall have any
 “ Issue of my Bodye, then my Will and Meaninge is, that such Issue of
 “ my Bodye shall have the said Capitall Messuage, with the Appur-
 “ tenances, to him or her, and the Heirs of his or her Body lawfully
 “ begotten, and that for default of such Issue the same shall goe as
 “ I have herein above disposed thereof, and not otherwise; and my
 “ Will is, that my said Mother shall hold such of my said Lands as
 “ are in this my Will meconed, in which shee is joynt Purchaser with
 “ my late Father, according to such Estate as she hath therein by the
 “ Deeds of the said joynt Purchases; and whereas I have by the
 “ Licence of the Lord of the Manor of *Foxhall* in the Countie of
 “ *Surrey* leased my Copiehold Lands held of that Mannor to one
 “ *William Savill* for the Terme of Twenty Yeares and a Halfe to
 “ be accompted from *Michælmas* last, under the yearlie Rent of
 “ Thirtie and six Pounds, my Will and Meaninge is, that my said
 “ Feoffees, their Heires and Assignes, shall have and receive the said
 “ yearlie Rente of Thirtie and six Pounds for and towards the Per-
 “ formance of my said Will untill all my Debts and Legacies which
 “ are

Marshall's Charity Act, 1855.

“ are Personal, shall be fullie paid, and my said House wherein I
 “ nowe dwell shall be perfected and finished, and fullie built and
 “ furnished as aforesaid; and my Will is, that the Piece of Ground
 “ now in *Samuel Simon's* Occupacon shall not be hereafter lett to
 “ any to keep or sett up Hogsties therein, or to burie any Starch
 “ Branne in it, or to use it in any like Manner to the Annoyance of
 “ the Neighbours thereof; item, my Will is, that there shall be for
 “ ever hereafter paid unto the Hospitall of *St. Thomas the Martyr*
 “ in *Southwarke*, out of my said Capitall Messuage, with the Appur-
 “ tenances, above demised to my Sister *Thicknesse*, the yearlye Rent
 “ of Twenty Shillings, in full Satisfacon of all Demands of the said
 “ Hospitall to or out of the same;” and after bèqueathing divers
 pecuniary Legacies, the said Testator further directed that his Body
 should be brought and removed to the said new Church, when it
 should be built, there to be buried at the Charges of his said Feoffees,
 their Heirs and Assigns, the same to be defrayed out of the Rents
 and Profits of the said Lands to them given; and the said Testator
 made and constituted the said *Charles Offpringe, George Harwood,*
 and *Francis Bridges* the Executors of his said Will, in trust and
 for the Use of themselves and of the rest of his Feoffees; and the said
 Testator by his said Will gave unto his said Feoffees all and singular
 his Goods and Chattels, Debts and Credits, not before therein other-
 wise disposed of, for and towards the Performance of that his Will:

And whereas an original Information was filed in the High Court of
 Chancery in *England* on or about the Fifteenth Day of *February* One
 thousand eight hundred and fifty-one, by Her Majesty's then Attorney
 General, at the Relation of *John Barton*, against *Edward Rowland*
Pickering, Richard Hotham Pigeon, since deceased, *George Corbett,*
Peter Davey, Richard Gullett Whitfield, John Flint South, William
Pegg, Charles Henry Corbett, and *Henry Hill*, the then Trustees or
 Persons acting as Trustees of the Will of the said Testator *John*
Marshall, as Defendants, which said Information stated the Will of
 the said *John Marshall* as or to the Effect aforesaid, and that by
 an Inquisition taken at the Borough of *Southwarke* on the Fourth of
May in the Fifteenth Year of the Reign of King *Charles* the Second,
 under a Commission of Charitable Uses, it was found that the said
John Marshall, having made his Will as herein-before stated, after-
 wards died without Issue Male, and that the Executors and Trustees
 were also dead, except Sir *Samuel Browne*, One of the Judges of the
 Common Pleas, who was grown aged, and not at leisure to attend
 to the Trusts, that many of the Tenants were in arrear, and that
 many of them had paid no Rent at all, that some had died, and
 some run away, and others become insolvent, that many of the
 Houses had fallen down or were not inhabited; whereupon the Com-
 missioners, by Decree of the Eleventh of *May* in the same Year,
 ordered and decreed that the said Sir *Samuel Browne* should within

Information
 filed in
 Chancery,
 15th Feb.
 1851.

[*Private.*]

Marshall's Charity Act, 1855.

One Month enfeoff and assure to *Edward Bromfield* and Twelve others, and their Heirs, the Premises devised by *John Marshall* to the Use of his Will; and it was further ordered, that as often as Six of the Feoffees should die the surviving Seven should execute a Conveyance to the Use of themselves and Six other Persons, to be nominated and appointed by themselves, upon the same Trusts; and it was ordered, that the Tenants should take new Leases within One Month after the Feoffment to be executed by the said *Sir Samuel Browne*, such Leases not to exceed the Term of Forty-one Years; and the said *Sir Samuel Browne* excepted to the said Decree, on the Ground that it was unreasonable that he should be bound to make out new Feoffees and make Conveyances at his own Costs; to which it was answered, that it never was intended that he should be at the Expense of the new Trust Deed; and thereupon the Matter was referred to Master Justice *Tirrell*, who made the Report thereon, recommending that the Decree should be ratified and confirmed, which by a Decree of the Court in the Month of *November* in the same Year was ratified and confirmed accordingly; and that by an Act of Parliament passed in the Twenty-second and Twenty-third Years of the Reign of King *Charles* the Second, intituled *An Act for making the Manor of Paris Garden a Parish, and to enable the Parishioners of Saint Saviour's, Southwark, to raise a Maintenance for Ministers, and for Repairs of their Church*, after reciting certain Parts of the Will of the said *John Marshall*, and also reciting that the said *Sir Samuel Browne*, in the above-mentioned Decree mentioned, had, in pursuance of the said Decree, conveyed all and singular the Lands devised to him and his Co-Trustees by the said Will to certain new Trustees in the said Act mentioned, and that *William Angell* Esquire, Owner of the Manor or Liberty of *Paris Garden*, desirous to promote so good and pious a Work, had, by Indenture dated the First of *April* One thousand six hundred and seventy, for the Considerations therein mentioned, enfeoffed and by Fine assured unto the said new Trustees, their Heirs and Assigns for ever, a convenient Piece or Parcel of Ground for the building of the new Church on, and for the making a Churchyard, being Parcel of the Demesne Lands of the said Manor or Liberty, and that the said new Trustees, having raised the Sum of Seven hundred Pounds, agreeably to the Will of the said *John Marshall*, had expended the same on the building of a Fabric convenient for a Church on the Piece or Parcel of Ground aforesaid; and further reciting, that the Inhabitants of the said Manor or Liberty had humbly prayed, by their Petition, that the said Manor or Liberty, with all its Precincts, Rights, Members, and Appurtenances, might be a Parish of itself, that so the said Church might be endowed by the said Trustees with Lands, Tenements, and Rents, according to the Will of the said *John Marshall*; it was enacted, that all and every the Houses and Lands within

Marshall's Charity Act, 1855.

within the Bounds and Precincts of the said Manor or Liberty of *Paris Garden* should be thenceforth for ever thereafter a distinct and separate Parish of itself, to all Intents and Purposes, and within the Diocese of *Winchester*, subject to Visitations and Ecclesiastical Laws, and, according to the Will of the said *John Marshall*, should be called by the Name of *Christchurch*, and the said Fabric to be consecrated according to the Ecclesiastical Laws of this Realm should be the Parish Church of the same Parish, and be called *Christchurch*, and that the said Trustees, their Heirs and Assigns for ever, should have the Advowson and Patronage of the said Church, and they, or the major Part of them, should from Time to Time nominate and present some fit Person to be Rector of the said Church, as often as the same should become void, and that the Rector of the said Church, and his Successors, should be incorporate, and should have Capacity and Succession by the Name of the Rector of the Parish Church of *Christchurch*, and should be enabled to have, receive, purchase, and take, to him and his Successors, Rectors of the said Church, all and every such Endowments, Houses, Lands, Tenements, Rents, yearly Payments, and Hereditaments, as by the said Will were directed, appointed, or intended for the Rector or Minister of the said Church, and that the Inhabitants within the said Parish and within the Precincts and Bounds thereof should have and be liable to all such Duties and Offices, both ecclesiastical and civil, Rates, Assessments, Taxes, and Contributions, as if it had been an ancient Parish of itself Time out of Mind; and it was further enacted, that the Ground and Soil whereon the said Church or Fabric of a Church then stood, and the Ground and Soil adjoining, which was set forth for a Churchyard, should be, continue, and remain in the said Trustees, their Heirs and Assigns for ever, for the Uses aforesaid, the Profits arising by Burials in the said Church and Churchyard, except the Vault already made by the said *William Angell* in the Chancel, which were to remain to the said *William Angell*, his Heirs and Assigns for ever, for Burial, to be for and towards the Repair of the said Church and the Chancel thereof, and the Walls to be built about the said Churchyard; and it was further enacted, that the Rector of the said Parish Church of *Christchurch*; and his Successors, should for ever thereafter have and receive all such Tithes, Compositions for Tithes, Oblations, and Dues whatsoever which were payable or ought to be paid by the Inhabitants of the said Manor or Liberty or any of them; and it was further enacted, that the said Trustees, or the major Part of them, should raise out of the Estate of the said *John Marshall* to them intrusted, over and above the Seven hundred Pounds already expended, such Sum or Sums of Money, not exceeding Four hundred Pounds, as they or the major Part of them should judge necessary for completing the said new Church, and for paying the Churchwarden or Impropiators of *Saint Saviour's* Parish in *Southwark* the
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Marshall's Charity Act, 1855.

Sum of One hundred Pounds for and in respect of such voluntary Contributions and Tithes as had formerly come to the said Churchwardens from the Inhabitants of the said Manor or Liberty, for repairing their Church, and the said Trustees, or the major Part of them, were thereby required to pay the said Sum of One hundred Pounds; and it was finally provided, that nothing in that Act should extend to make any Part of the Manor of *Southwark* or of the *Link* Liberty belonging to the See of *Winchester* to be within the said Parish of *Christchurch*; and that by another Act of Parliament passed in the Seventh Year of the Reign of King *William* the Third, after reciting certain of the Provisions of the said Will of the said *John Marshall* and of the above-recited Act, and also reciting, that the Four hundred Pounds additional Charge thereby empowered to be raised had been by the said Trustees expended and paid according to the said Act, but that the said Parish Church was not yet completely finished, having neither Steeple nor Bells, and by reason of the Rents of the Testator's Estate were much fallen the Trustees were not in any Probability likely to raise a Fund to purchase Lands and Tenements of the Value of Sixty Pounds *per Annum* for Endowment of the said Church in a very long Time, and so the subsequent charitable Gift of the said Testator were in danger of being wholly prevented and defeated; and further reciting, that the said new erected Parish was of late Years much increased by new Buildings, and become very populous, and the Forty Pounds *per Annum* for their Minister, directed to be paid by the said Testator, was then a very mean and inconsiderable Maintenance, especially for one who was to preach Twice every *Sunday*, as he was obliged to do, and that the Trustees and Inhabitants were desirous that the said Church might be completely finished, and that a fitting Maintenance might be provided for a good and able Minister for the said Parish; and, so as the Monies then in the Hands of the Trustees, being the Sum of Four hundred Pounds or thereabouts, might be applied towards completing the said Church, that the Inhabitants might be enabled to raise a Sum, not exceeding Sixty Pounds *per Annum*, within the said Parish, above the said Forty Pounds *per Annum* given by the said Testator for their Minister, for the effecting thereof it was enacted, that all such Monies as had been raised out of the said Lands vested in the said Trustees by virtue of the said Will, and were then remaining in their Hands, should be laid out in the completing of the said Church, by building a Steeple and providing a Clock and Bells for the same, and in other Works necessary and requisite, and that in lieu and recompence for the said Money so to be laid out by the said Trustees there should be rated and assessed, at the Time and in manner therein mentioned, the yearly Sum of Sixty Pounds and no more, with reasonable Charge for collecting thereof, upon the Inhabitants and Occupiers of Lands, Houses, Tenements, and Hereditaments within the

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Marshall's Charity Act, 1855.

the said Parish, liable to and charged with the Poor's Rates of the same Parish, for an additional Maintenance of the said Minister; and it was further enacted, that the said additional Sum of Sixty Pounds so to be raised should be for ever thereafter in addition to the said Forty Pounds *per Annum* payable by the said Trustees, and should be in lieu and recompence of the Sixty Pounds *per Annum* by the said *John Marshall* appointed to be purchased as aforesaid, and that the Lands of the said *John Marshall* devised to the said Trustees should be from thenceforth for ever discharged of the said Trust for raising a Fund of Money thereout for the purchasing of Sixty Pounds *per Annum* for Endowment of the said Church, and that the same should remain and be subject only to the said Charge of Forty Pounds *per Annum* payable to the Rector of the said Church and his Successors for ever, and the Money to be raised by virtue of that Act, and the rest of the charitable Gifts and Trusts appointed by the Will of the said *John Marshall*, in like Manner as if the said Sixty Pounds *per Annum* had been fully purchased and settled according to his Will; and it was further enacted, that all the Parishioners and Inhabitants of the said Parish of *Christchurch*, and all Messuages, Lands, Tenements, and Hereditaments within the same, should be for ever thereafter exonerated and discharged from all Tithes and Tenths, and all other Sums of Money payable in lieu thereof, other than as aforesaid; and it was provided, that neither the Rector of the said Parish nor his Successors should have any Benefit or Advantage by virtue of that Act, or by the Will of the said *John Marshall*, unless he and they should from Time to Time for ever next after *Michaelmas* in the Year One thousand six hundred and ninety-five reside within the said Parish; and further, that the said Act should not extend to rate or assess any Inhabitant or Occupier of any Lands, Houses, Tenements, or Hereditaments within the said Parish above Threepence in the Pound for any One Year, according to an equal Pound Rate, towards raising the said Sixty Pounds additional Maintenance for the said Rector or Minister; and that by a Decree of the Court of Chancery made on the Second Day of *August* in the Thirteenth Year of the Reign of King *George* the First, in a Cause in which the then Attorney General, at the Relation of *Jacob Finlay* and others, was Informant, and *John Neale* and others were Defendants, after reciting, that it appeared by the Plaintiff's Bill, among other things, that the Trustees had ever since the erecting of the said Church and obtaining the said last-mentioned Act of Parliament paid out of the Rents and Profits of the Trust Premises Sixty Pounds *per Annum*, *videlicet*, Forty Pounds *per Annum* towards the Maintenance of the Minister, and Twenty Pounds *per Annum* in lieu of a House for the Minister to live in, and Sixty Pounds *per Annum* more had been paid to such Minister by a Pound Rate charged upon the Inhabitants of the said Parish pursuant to the said last Act of Parliament,

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Marshall's Charity Act, 1855.

but that of late Years the Rents of the Houses in the said Parish had fallen very considerably, through the Poverty of several Inhabitants, and the said Sixty Pounds *per Annum* theretofore charged by a Pound Rate of Threepence in the Pound upon the Inhabitants had not been for some Years then last past nor could be raised without great Oppression of the Inhabitants, so that the Minister had not then received for several Years then last past from the said Parish above the yearly Sum of Thirty-three Pounds, there being in arrears at *Michaelmas* then last One hundred and forty-five Pounds; and further reciting, that the Defendants by their Answer admitted that they were the Trustees of the said Charity, and that the net Balance in their Hands on the Twentieth of *May* then last amounted to Two thousand eight hundred and thirty-five Pounds Fourteen Shillings and Eightpence, and that they had not laid out any Money arising from the said Trust Estate in buying Rectories Improprate, according to the Directions of the said Testator's Will, but were willing to do therein as the Court should direct, being indemnified; it was decreed, that the Defendants, the Trustees, should, out of the Money in their Hands, pay to the Minister of the said Parish of *Christchurch* the Sum of One hundred and forty-five Pounds, in satisfaction of the Arrears due to him; and that the said Trustees should also, out of the Rents and Profits of the Land and Interest in their Hands, (and the Profits of the Rectories Improprate when purchased,) pay to the Minister of *Christchurch* for the Time being and his Successors Twenty-seven Pounds *per Annum*, to commence from *Michaelmas* then last, to supply the Deficiency occasioned by Poverty of the Parish; and that the Trustees should, by the Approbation of Master *Thomas Bennett*, One of the Masters of that Court, lay out the Residue of the Money in their Hands, and the said Rents and Profits as they should grow due, in the Purchase of Improprate Rectories; and that by another Act of Parliament passed in the Eleventh Year of the Reign of King *George* the Second, after reciting, among other things, that since the Decree last above mentioned the Trustees had purchased the Improprate Tithes of *Wandsworth* in the County of *Surrey*, of the yearly Value of One hundred Pounds, and also a Piece of Ground near to the Churchyard of the said Church, which was much wanted for the Burial of the Dead, and that the Trustees had, by laying out the yearly Produce of the Trust Estate from Time to Time at Interest, and by a Sale of Stock in the Year One thousand seven hundred and twenty, greatly improved the same, and had then in their Hands the surplus Sum of about Two thousand five hundred Pounds, and that the said Church was then in a very ruinous Condition, and not capable of being repaired, and the Churchyard so small that it was scarce sufficient to receive the Dead, and that it was apprehended that it would be a more necessary and greater Benefaction, and better answer the Intention of the Founder, to lay out

Marshall's Charity Act, 1855.

out the said Sum of Two thousand five hundred Pounds in rebuilding the said Church, and in making an additional Churchyard thereto, than in the further Purchase of Rectories Improprate, which was the only Trust not fully perfected by the said Trustees; it was enacted, that it should be lawful for the said Trustees to apply the said Sum of Two thousand five hundred Pounds then remaining in their Hands, (the Charges of obtaining that Act of Parliament being first paid,) or so much thereof as should be necessary, with the old Materials of the present Church and of the Churchyard Wall, for and towards pulling down, rebuilding, and beautifying the said Church, and making the same commodious for the Inhabitants of the said Parish, and for pulling down and rebuilding the Churchyard Wall, and enclosing the said Piece of Ground lately purchased for an additional Churchyard to the said Church, to make a sufficient Burial Place for the Reception of the Dead of the said Parish; and that by another Decree of the Court of Chancery, made on the Twenty-first of *June* in the Ninth Year of the Reign of His late Majesty King *George* the Third, in a Cause in which the then Attorney General, at the Relation of *Henry Rundle* Clerk and another, was the Informant, and *Thomas Platt* and others were the Defendants, after reciting the Substance of the Information and Answer, by which it appeared, among other things, that the Trustees, after the passing of the last-mentioned Act, had, pursuant to the Directions thereof, laid out Part of the said Sum of Two thousand five hundred Pounds for the Purposes in the said last-mentioned Act specified, and that they had at different Times invested Part of the Produce of the Rectory Improprate of *Wandsworth* in the Purchase of One thousand one hundred Pounds Three Pounds *per Centum* Reduced Annuities, and that they then had in their Hands the Sum of Three hundred and forty-two Pounds Eighteen Shillings and Sevenpence, or thereabouts, over and above what had been so invested in the Purchase of such Annuities, which had arisen out of the annual Produce of the said Rectory Improprate of *Wandsworth*, and from the Dividends of the said Annuities or some Part thereof, and that with respect to the Application of the Produce of the said Rectory Improprate the Directions in the Testator's Will contained concerning the same were so general that the Trustees were advised that they could not safely apply the same in any way whatsoever without the Direction of the Court; it was decreed, that the Rents and Profits of all Rectories Improprate purchased and to be purchased under the Direction of the said Testator's Will, being made a Fund for the Maintenance and Continuance of the sincere Preaching of God's most holy Word, might be applied from Time to Time towards the Augmentation of poor Livings, within the Meaning and Intention of the said Will; and, as the said Relators had prayed, the said Sum of Two hundred Pounds, Part of the Rents and Profits of the Improprate Rectory of *Wandsworth* then in the Hands of the Trustees,

Marshall's Charity Act, 1855.

Trustees, might be applied, in conjunction with such other Sums as might be advanced by the Governors of Queen *Anne's* Bounty, for the Purpose of augmenting the Curacy of the Parish of *Laneast* in the County of *Cornwall*; it was ordered, that the Trustees should advance the said Sum of Two hundred Pounds, in case the Consent of the Governors of Queen *Anne's* Bounty could be obtained to add a like Sum for that Purpose; and the Trustees for the future, as they should see Occasion, were to be at liberty to apply the Rents of the said Rectory Improprate of *Wandsworth*, or any other Rectory they should thereafter purchase from Time to Time, in like Manner, for the Augmentation of other poor Livings; and the said first-mentioned Information, filed the Fifteenth Day of *February* One thousand eight hundred and fifty-one, prayed, amongst other things, that it might be referred to One of the Masters of the said Court to settle and approve of a proper Scheme for the future Government, Management, and Regulation of the said Charity, and the Lands and Possessions belonging thereto, and for the Application of the Income and Revenues of the said Charity, in such a Manner as, having regard to the existing Circumstances, would best effectuate the Intentions of the Testator *John Marshall*, and confer the greatest Amount of Benefit upon the Objects of his Charity, and that it might be referred to the said Master to take an Account of what the said Charity Property formerly consisted, and of what the same then consisted, and of the annual Income derived therefrom, and of the annual Value thereof, and whether any Alienation of any and what Part of the said Charity Property had ever and when taken place, and under what Circumstances, and that, if necessary, Application might be authorized to be made to Parliament for an Act to authorize and give Effect to the Scheme which the said Master should approve: And whereas on or about the Fourteenth Day of *March* One thousand eight hundred and fifty-one the said *Edward Rowland Pickering, Richard Hotham Pigeon, George Corbett, Peter Davey, Richard Gullett Whitfield, John Flint South, William Pegg, Charles Henry Corbett, and Henry Hill* presented their Petition to the Right Honourable the then Master of the Rolls, in the Matter of an Act of Parliament made and passed in the Fifty-second Year of the Reign of King *George* the Third, intituled *An Act to provide a summary Remedy in Cases of Abuses of Trusts created for charitable Purposes*, and in the Matter of the charitable Trusts of the Will of *John Marshall*, late of the Borough of *Southwark*, Gentleman, deceased, thereby stating, amongst other things, the Will of the said *John Marshall* deceased as or to the Effect herein-before stated, the Death of the said Testator without Issue Male, the Proof of his Will, and the several subsequent Decrees, Acts of Parliament, and other Proceedings relating to the said Charity herein-before stated, and that divers poor Livings had accordingly from Time to Time been augmented by the said Trustees with and out of the

Petition
Court of
Chancery,
dated 14th
March 1851.

52 Geo. 3.
c. 101.

Marshall's Charity Act, 1855.

the surplus Rents and Profits of the said Trust Estate, pursuant to the Decree in that Behalf, in conjunction or concurrence with the Governors of Queen *Anne's* Bounty; and that in pursuance of an Act of Parliament made and passed in the Ninth Year of the Reign of King *George* the Third, for making a Road from *Backfriars Bridge* to the Turnpike Road Cross, *Saint George's Fields*, a Piece of Land situate in or at *Saint George's Fields* aforesaid, and Parcel of the said Trust Estate, was conveyed by the then Trustees of the said Will to the Mayor, Commonalty, and Citizens of *London*, for the Purpose of the same Act; and that in pursuance of another Act of Parliament, made and passed in the Forty-ninth Year of the Reign of King *George* the Third, for making a Road from the Borough of *Southwark* and the *Kent Road* in the County of *Surrey*, a Piece of Land situate in the Parish of *Saint Mary's, Newington*, in the Borough of *Southwark*, and Parcel of the said Trust Estate, was conveyed by the then Trustees of the said Will to the Trustees by the said Act named or appointed for carrying the same Act into execution; and that in pursuance of another Act of Parliament, made and passed in the Forty-ninth Year of the Reign of King *George* the Third, for building a Bridge over the River *Thames* from the Precincts of the *Savoy*, a Piece of Land situate in, at, or near to *Webber Row* in the Parish of *Saint George* in the Borough of *Southwark*, and Parcel of the said Trust Estate, was conveyed by the then Trustees of the said Will to the Trustees by the said Act named or appointed for carrying the same Act into execution; and that under or by virtue of a Faculty issued by the Lord Bishop of *Winchester* on or about the Seventh Day of *December* One thousand eight hundred and fourteen the exclusive Right was granted or reserved to the Trustees of the said Will of Two Pews, one on the North Side of the central Aisle, and another on the South Side of the same Aisle; and that by another Act of Parliament, made and passed in the Fifty-seventh Year of the Reign of His late Majesty King *George* the Third, intituled *An Act for enlarging the Churchyard of the Parish of Christchurch in the County of Surrey, and for other Purposes relating thereto*, after reciting that the then Churchyard of the said Parish was insufficient for the decent Interment of Persons dying within the said Parish, and that such Churchyard adjoined or was near or contiguous to Ground upon which certain Messuages, Erections, and Buildings then stood, and also to other open and void Ground, it was enacted, that the said several Persons in the said Act named (being certain Parishioners of the said Parish, and their Successors,) should be Trustees for carrying such Act into execution, and should have Power to purchase and acquire certain Lands therein mentioned, and to annex the same to the Churchyard of the said Parish Church, in order to the Enlargement of such Churchyard, and in order at all Times thereafter to distinguish and make known the former Churchyard from the said

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Marshall's Charity Act, 1855.

intended additional Churchyard, and to prevent all Litigation and Dispute respecting the Boundaries and Extents thereof respectively, it was further enacted, that the said Trustees for putting the said Act into execution should place proper Boundary Stones or Landmarks, and cause a Map, Plan, or Ground Plot of the said additional Churchyard to be made and deposited with the Clerk of the Peace for the said County of *Surrey*, and by the same Act it was provided, that nothing therein contained should extend to take away, prejudice, derogate from, or in any Manner to affect or interfere with the Rights, Interests, Fees, Privileges, Powers, and Authorities of the Trustees for the Time being for executing the said Will of the said *John Marshall*, but that the same and every of them should remain, be, and continue in full Force and Effect, in such and the same Manner, to all Intents, Ends, Constructions, and Purposes whatsoever, as if the same Act had never been passed, and it was thereby also provided, that nothing therein contained should extend to give or vest in the Trustees of the said Will any Jurisdiction, Right, Power, or Authority over any Part of the new additional Burial Ground, either in respect of the Receipt of the Fees for the same or otherwise; and shortly after the passing of the said lastly herein-before recited Act, and in pursuance of the same, the Churchyard of the said Parish of *Christchurch* was enlarged by the Purchase and Addition thereto of the Ground in the said Act mentioned, and authorized to be used for that Purpose; and that in the Year One thousand eight hundred and twenty-five the Trustees of the said Will, with and out of the surplus Rents and Profits then in their Hands of the said Trust Estate, purchased a Portion of the Improprate Rectory of Great Tithes of *Caversham* in the County of *Oxford*, together with a certain Messuage or Farm Tenement, and Thirty-nine Acres and Ten Perches of Land, situate at *Caversham* aforesaid; and that Part of such last-mentioned Land had since been granted and conveyed by the Trustees for the Time being of the said Will as or for the Site of a Church and Schoolhouse, under the Provisions of the Acts of Parliament then in force for the Erection of additional Churches in populous Places; and that on or about the First Day of *July* One thousand eight hundred and fifty the Trustees of the said Will conveyed by Deed of Gift, under the Church Building Act, One Acre and Twenty Perches of Land at *Caversham* for the Purpose of erecting a Church and School, and that the said Petitioners were the then present Trustees of the said Will; and that since the passing of the said Act of King *George* the Second the yearly Produce of the said Trust Estate had been greatly increased, and then amounted to the net annual Sum of Four thousand six hundred Pounds or thereabouts, and that the same was likely, from the improved Value of Land in the same Neighbourhood, and from divers other Causes, to be still further increased; and that the Petitioners, the then present Trustees

Marshall's Charity Act, 1855.

Trustees of the said Will, had then in their Hands the Sum of Seven thousand Pounds in Three Pounds *per Centum* Consolidated Annuities, and in Cash the Sum of Eight hundred and fifty Pounds Fifteen Shillings and Ninepence, or thereabouts, arising from the surplus Rents and Profits of the said Trust Estate; and that great Difficulty then existed in finding Improprate Rectories purchasable according to the aforesaid Decree in that Behalf; and that for many Years past the Petitioners and their Predecessors, Trustees for the Time being of the said Will of the said *John Marshall*, had paid to the Rector or Minister for the Time being of the said Parish of *Christchurch* the Sum of Eighty-five Pounds for House Rent, and also Two other annual Payments of Twenty Pounds and Forty Pounds each, out of the surplus Rents and Profits of the said Trust Estate, in augmentation of the Profits of his Benefice; and that the Population of the said Parish of *Christchurch* was then greatly augmented, and that the said Parish Church of the said Parish was insufficient for the Accommodation of the Parishioners thereof, and that the Alteration and Enlargement or rebuilding of the said Parish Church upon or according to a more extensive and commodious Plan would tend greatly to the Ease, Benefit, and Convenience of the Parishioners of the said Parish, and to the Encouragement of Religious Worship within the same according to the Rites of the United Church of *England* and *Ireland* as by Law established, and that the same Object would be further promoted by the Erection of additional Churches or Chapels within the same Parish; and that, under the Circumstances aforesaid, the Petitioners, as such Trustees as aforesaid of the said Will of the said *John Marshall*, were desirous of being empowered to lay out and apply the said Stock and Cash then resting in their Hands as aforesaid, together with such further Sum or Sums of Money to arise from the surplus Rents, Issues, and Profits of the said Trust Estate as might be necessary in that Behalf, in and about the Alteration, Enlargement, or rebuilding and Improvement of the said Parish Church of *Christchurch* aforesaid, and in making better Provision for the Remuneration of the Rector and Minister thereof for the Time being, and in the Erection of a Parsonage House for the Use of such Rector or Minister, and also in augmenting the other charitable Allowances directed by the said Will, and, subject thereto, in erecting or contributing thereafter to the Erection of One or more additional Church or Churches, or Chapel or Chapels, within the said Parish of *Christchurch* or in the Vicinity thereof, for the Celebration of Divine Worship therein according to the Rites of the said United Church of *England* and *Ireland*, and in providing from Time to Time a competent Salary for the Minister of each such new Church or Chapel, and a Parsonage House for his Residence, and also in providing One or more convenient Schoolhouse or Schoolhouses within the said Parish for the Reception and Instruction of the

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Marshall's Charity Act, 1855.

the poor Children of the same Parish in the Principles of the Christian Religion according to the Doctrine of the United Church of *England and Ireland*, and under the Superintendence of the Ministers respectively for the Time being of the said Parish Church and the said intended additional Churches or Chapels respectively; and that the Petitioners, as such Trustees as aforesaid, were also desirous to pay unto such poor Scholars as aforesaid an augmented annual Sum or Allowance, in lieu of the said annual Sum of Twelve Pounds then payable to him under the said Will as aforesaid; and that the Petitioners, as such Trustees as aforesaid, were also desirous to pay and allow yearly unto the Preacher for the Time being of such weekly Sermons as by the said Will are directed an augmented annual Sum, in lieu of the said annual Sum of Twenty Marks then payable to him under the said Will as aforesaid, and also to augment the annual Sums then payable under the said Will to the Sexton of the Church where such Sermons should be preached, and to the Collector of the Rents of the said Charity Estates; and that the Petitioners were advised and humbly submitted that the Application in manner aforesaid of the surplus Rents and Profits of the said Trust Estate would be a proper Furtherance and Extension of the charitable and pious Designs of the said *John Marshall*, and would be more beneficial and practicable than the further Purchase of Rectories Improprate, which was the only Trust whereto the said surplus Rents and Profits were then applicable under the said Will, but that the Discontinuance of the Application of such surplus Rents and Profits in the Purchase of Rectories Improprate could not be effected without the Authority of the said Court; and that it would be expedient that all future new Trustees of the said Charity Estates should be appointed by the said Court; and that, for the better Government and Management of the Trust Estates and the Affairs thereof, and especially with reference to the aforesaid Objects, it was expedient to enlarge the Powers of the said Trustees of the said Will; but that the several Objects and Purposes aforesaid, as the Petitioners were advised, could not be fully effected without the Authority of Parliament; and that in order to carry into effect the foregoing Objects and Purposes it would be necessary to raise divers Sums of Money upon the Security of the said Trust Estates, and that the said Will contained no Powers for that Purpose, and that the said Will also contained no Power of leasing the said Trust Estates or any Power of Sale and Exchange; and that, under the Circumstances aforesaid, the Petitioners had prepared and submitted to Parliament a Bill to enlarge the Powers of the Petitioners, and to enable them to carry the foregoing Purposes into effect; and that the Petitioners were advised that the passing of the said Bill would be greatly facilitated if the Scheme therein contained be sanctioned or approved by the said Court; the Petitioners therefore prayed that it might be referred to One of the Masters of the said

said

Marshall's Charity Act, 1855.

said Court to inquire and certify what Real Estates and what Personal Property were then held upon the charitable Trusts of the said Will, and what was the annual Amount of the Rents and Profits thereof respectively, and whether any and what Funds or surplus Income arising from the said Charity Estates remained properly applicable in extension of the charitable Purposes of the said Testator's Will; and in case the Master should find any such surplus Funds or Income to exist, then that the said Master might be directed to inquire and certify whether it would be fit and proper that the said Parish Church of *Christchurch* should be taken down and rebuilt at the Expense of the said Charity Estates; and whether any and what Portion of the surplus Funds or increased Income arising from the said Estates should be applied in augmenting the Stipend of the Rector of the said Parish, and in the Erection or Provision of a Parsonage House for the Use of the said Rector and his Successors, and in erecting or contributing to the Erection of One or more additional Church or Churches, or Chapel or Chapels, in the same Parish or the Vicinity thereof, for the Celebration of Divine Worship therein according to the Rites of the United Church of *England* and *Ireland*, and in providing a Salary for the Minister of each such new Church or Chapel, and a Parsonage House for his Residence, and in providing One or more Schoolhouse or Schoolhouses for the Reception and Instruction of the poor Children thereof in the Principles of the Christian Religion according to the Doctrines of the said United Church, and under the Superintendence of the Ministers for the Time being respectively of the said Parish Church and such additional Churches and Chapels as aforesaid, or in effecting any and which of the aforesaid Purposes; and whether it would be fit and proper that for any and which of the Purposes aforesaid the Petitioners should be at liberty to purchase, at the Expense of the said Charity Estates, or to accept Gifts of convenient Sites of Land; and whether it would be fit and proper that the Patronage of such additional Churches or Chapels as aforesaid should be vested in the Petitioners; and whether it would be fit and proper that any and what augmented annual Sum or Allowance should be paid out of the Income of the said Charity Estates to such poor Scholar as aforesaid in lieu of the said annual Sum of Twelve Pounds then payable to him under the said Will as aforesaid, and that any and what augmented annual Sum should be paid out of the said Income to the Preacher for the Time being of such weekly Sermons as aforesaid, in lieu of the said annual Sum of Twenty Marks then payable to him as aforesaid, and that any and what augmented annual Sum should be paid to the Sexton of the Parish where such Sermons were preached; and whether it would be fit and proper that for the Purposes aforesaid, or any and which of them, the Petitioners should be empowered to raise any and what Sum of Money, by Mortgage or otherwise, on the Security of the

[*Private.*]

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said

Marshall's Charity Act, 1855.

said Charity Estates, or any and what Part or Parts thereof; and whether it would be fit and proper that for effectuating the Purposes aforesaid the further Purchase of Rectories Improprate should be discontinued or suspended, and that the Petitioners should have any and what increased Powers as to the Augmentation of poor Livings in *England* and *Wales*; and whether or not that the Petitioners should be empowered to demise the said Charity Estates, and to sell and exchange the same, or any Part or Parts thereof, for other Hereditaments conveniently situate for the Purposes of the said Charity; and whether or not that the Petitioners should be invested with any and what Powers for leasing and selling and exchanging the said Charity Estates, and with any and what further Powers for the better Government and Management of the said Charity Estates, and the Trusts and Affairs thereof, and especially with reference to the aforesaid additional Objects and Purposes then proposed to be carried into execution; and whether or not it would be fit and proper that the future Trustees of the said Charity should be appointed by the said Court; and that, if necessary, for the better Execution of the said Charitable Trusts, and the said additional Objects and Purposes, the Petitioners might be at liberty to make Application to Parliament for the requisite Powers in that Behalf; and that the Petitioners might be at liberty to lay before the said Master a Scheme for the Application of the said surplus Funds and Income arising from the said Charity Estates in manner therein-before proposed, regard being had to the Intentions of the said Testator; and that the said Master might also be directed to inquire and state whether or not the said Bill so presented to Parliament as aforesaid contained a proper Scheme for the Application of the surplus annual Profits of the said Trust Estates, and whether or not the Petitioner should have liberty to promote the passing of the said Bill through Parliament in the present Form or otherwise, and that the Costs of the said Bill, and of that Application, might be provided for out of the Funds and Property held upon the aforesaid Charitable Trusts; and for further Relief: And whereas the said Petition was afterwards amended pursuant to an Order of the Court, and as amended was intituled, as well in the Matter of the said Act of the Fifty-second Year of the Reign of *George* the Third, and in the Matter of the charitable Trusts of the Will of the said *John Marshall*, as in the said Cause of the Attorney General at the Relation of *John Barton* against the said *Edward Rowland Pickering* and others: And whereas the said Cause and Petition came on to be heard before his Honor the Master of the Rolls on or about the Twenty-fifth Day of *April* One thousand eight hundred and fifty-one, when the Attorney General, by his Counsel, waiving any Answer from the said Defendants, the Petitioners, and both Sides consenting that the said Petition should stand for an Answer, his Honor was pleased, by a Decree and Order of that Date, made as well on the said Petition as in the said Cause,

to

Marshall's Charity Act, 1855.

to decree, amongst other things, that it should be referred to the Master of that Court in rotation to inquire and state to the Court of what the Property of the Charity in the Pleadings mentioned consisted, and what was the annual Income and what the annual Value thereof; and, notwithstanding the former Decrees in the Pleadings mentioned, it was ordered that the said Master should approve of and settle a proper Scheme for the future Government, Management, and Regulation of the said Charity and the Estates thereof, and of the Application of the surplus Income arising from the Rents and Profits of the said Charity Property and Estates; and in settling the said Scheme it was ordered, that the said Master should also consider whether any and what Alteration should be made for the future in the Mode of appointing Trustees of the said Charity; and if the said Master should be of opinion that it would be necessary to apply to Parliament in order to carry into effect any Scheme for any of the Purposes of the Scheme approved by him, it was ordered, that the said Master should settle the Draft of an Act of Parliament for that Purpose: And whereas *Richard Richards* Esquire, the Master to whom the said Cause and Matter were respectively referred, made his Report, in pursuance of the said Decree and Order, such Report being dated the Eighth Day of *June* One thousand eight hundred and fifty-four; and he thereby certified and found, amongst other things, that the Charity Estate and Property given and devised as aforesaid by the said *John Marshall* consisted of the several Particulars mentioned and set forth in the First Schedule annexed to his said Report; and the said Master found and certified, that he had approved of a proper Scheme for the future Government, Management, and Regulation of the said Charity and the Estates thereof, and of the Application of the surplus Income arising from the Rents and Profits of the said Charity Property and Estates, and that the same Scheme was stated and set forth in the Second Schedule annexed to his said Report; and the said Master found and certified, that it would be necessary to apply to Parliament in order to carry into effect the said Scheme, and that the Draft of a Bill for an Act of Parliament for carrying into effect the said Scheme had been laid before him, and that he had perused and settled and approved of the same as a proper Bill for an Act of Parliament to be applied for for the Purpose aforesaid, and that he had in testimony of such his Approbation signed his Allowance at the Foot of a Transcript of the said Bill:

And whereas under and by virtue of an Order of the said Court of Chancery made in the said Cause and Matter, bearing Date the Fifteenth Day of *June* One thousand eight hundred and fifty-four, it was ordered, that the said Master's said Report should be confirmed absolutely: And whereas by another Order of the said Court, made in the said Cause and Matter, bearing Date the Seventh Day of *July* One thousand eight hundred and fifty-four, it was, amongst other

Order of
Court, dated
15th June
1854.

Order of
Court, dated
7th July
1854.

things,

Marshall's Charity Act, 1855.

Order of
Court, dated
20th Jan.
1855.

things, ordered, that the Scheme contained in the said Second Schedule to the said Master's Report should be varied in the several Particulars therein mentioned, and it was referred back to the said Master to amend the Draft of the said Bill for the intended Act of Parliament in conformity with the Directions therein-before given, and to renumber the said Scheme as contained in the Schedule thereto: And whereas by another Order of the said Court, made in the said Cause and Matter, bearing Date the Twentieth Day of *January* One thousand eight hundred and fifty-five, it was ordered, that *Arthur Stevens Davey* should be appointed a Trustee of the Charity of the said *John Marshall*, in the Place and Stead of *Charles Henry Corbett* deceased, and that the Master to whom the said Cause stood referred should amend the Draft Bill for an Act of Parliament, by inserting the Name of the said *Arthur Stevens Davey* in the Place and Stead of the said *Charles Henry Corbett* deceased: And whereas, in pursuance of the above-mentioned Order of the Seventh Day of *July* One thousand eight hundred and fifty-four, the said Master, by his Report dated the First Day of *May* One thousand eight hundred and fifty-five, certified that he had amended the Draft of the said Bill for the intended Act of Parliament referred to in his former Report dated the Eighth Day of *June* One thousand eight hundred and fifty-four, and had renumbered the said Scheme as contained in the Schedule thereto, and had affixed his Name at the Foot of the Transcript of the said Bill, and also of a printed Copy of the said Bill as so amended: And whereas the said Scheme as amended is, with certain Variations, embodied in this Act; and the said Estates and Hereditaments of which the Hereditaments given and devised by the said *John Marshall* for the Benefit and Support of the said Charity now consist are stated and set forth in the Schedule to this Act annexed: And whereas the several Objects and Purposes proposed cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, *Edward Rowland Pickering, George Corbett, Peter Davey, Richard Gullett Whitfield, John Flint South, William Pegg, Arthur Stevens Davey, Henry Hill*, the Venerable *John Sinclair, George Vaughan, John Edward Johnson*, the Reverend *John Teeson, William Milbourne James, John Barton, William Hopkinson* and *Richard Newcombe Thompson*, most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this Parliament assembled, and by the Authority of the same,

Trustees of
the Charity
incorporated.

I. That *Edward Rowland Pickering, George Corbett, Peter Davey, Richard Gullett Whitfield, John Flint South, William Pegg, Arthur Stevens Davey, Henry Hill*, the Venerable *John Sinclair*, Archdeacon of *Middlesex*, *George Vaughan* of *Westbourne Terrace* in the County of

of

Marshall's Charity Act, 1855.

of *Middlesex*, Esquire, *John Edward Johnson*, Treasurer of *Bridewell Hospital* in the City of *London*, the Reverend *John Teeson*, Chaplain of *Saint Thomas's Hospital* in the Borough of *Southwark*, *William Milbourne James* Esquire, of *Lincoln's Inn* in the County of *Middlesex*, Vice-Chancellor of the Duchy of *Lancaster*, *John Barton* of *Hamilton Terrace, Regent's Park*, in the County of *Middlesex*, Land and Estate Agent, *William Hopkinson* of *Stamford* in the County of *Lincoln*, Solicitor, and *Richard Newcombe Thompson* of *Stamford* aforesaid, Solicitor, named in the said Order, and their respective Successors, shall be a Body Corporate by the Name or Style of "The Trustees of the Charity of *John Marshall*, late of the Borough of *Southwark* in the County of *Surrey*, Gentleman, deceased," and shall have and use a Common Seal, and by that Name shall have perpetual Succession, and shall and may sue and be sued in all Courts and Places, and shall and may take, purchase, and hold Lands and Real Estates and other Property, in trust for the Charity, according and subject to the Powers and Provisions of this Act; and shall have the general Management of the Estates and the Application of the Revenues and Income thereof, subject to the Restrictions herein mentioned; and that the Powers of the said Corporation shall not be suspended or affected by any Reduction of the Number of Trustees, so long as there shall be Eleven Members of the Corporation; and that, notwithstanding the Incorporation of the said Trustees, the individual Members thereof shall be responsible, in like Manner as other Trustees, for the due Execution of the Trusts reposed in them in respect of the said Charity.

II. That the several Messuages or Tenements, Rectories, Tithes, Hereditaments, and Premises described and comprised in the Second Schedule to this Act annexed, and all other Messuages or Tenements, Rectories, Tithes, and Hereditaments (if any) which may now be vested in any Person or Persons in trust for the charitable Purposes declared by the said Will of the said Testator *John Marshall*, with all and every the Rights, Members, and Appurtenances thereunto respectively belonging, shall from and after the passing of this Act be and the same are hereby absolutely vested in "the Trustees of the Charity of *John Marshall*, late of the Borough of *Southwark* in the County of *Surrey*, Gentleman, deceased," and their Successors, as established and incorporated by this Act, wholly and absolutely freed, exonerated, and discharged of and from the several charitable Trusts and Purposes heretofore declared of and concerning the same, (subject nevertheless to any Leases or Agreements which may have been granted or entered into by the Trustees or Persons exercising the Office of Trustees for the Time being of the said *John Marshall's* Charity,) upon the Trusts, and for the Ends, Intents, and Purposes hereinafter expressed, declared, or referred to of or concerning the same.

Vesting of the Trust Estates in new Trustees.

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III. That

Marshall's Charity Act, 1855.

Residue of certain Sums mentioned in the Master's Report, &c. to be holden by the new Trustees for the Purposes of this Act.

III. That the Residue of the said Sums of Nine hundred and thirty-eight Pounds One Shilling and Threepence and Sixty-five Pounds Seventeen Shillings and Twopence Cash, in the said Report of the Eighth Day of *June* One thousand eight hundred and fifty-four mentioned as then remaining in the Hands of the said *Edward Rowland Pickering, George Corbett, Peter Davey, Richard Gullett Whitfield, John Flint South, William Pegg, Charles Henry Corbett, and Henry Hill*, as such Trustees as aforesaid, which shall remain after Payment of the Costs by the said Order ordered to be paid thereout, and also the Residue of the said Sums of Seven thousand Pounds and Two thousand five hundred Pounds Three Pounds *per Centum* Consolidated Annuities and One thousand Pounds Bank Three Pounds *per Centum* Reduced Annuities, in the same Report and Order mentioned as being then standing in the Names of the said Trustees or some of them, as shall remain after Payment of the Costs by the said Order ordered to be paid thereout in case the same should be necessary, and all other Sum and Sums of Money, Stocks, Funds, and Securities, if any, now vested in or held by any Person or Persons upon any Trust for the Benefit of the said Charity, shall from and after the passing of this Act be and the same are absolutely freed, exonerated, and discharged of and from the several charitable Uses and Trusts now affecting the same respectively, and all other Trusts and Purposes whatsoever; and the same several Sums, Stocks, Funds, and Securities, and the Dividends and Interest thereof respectively, shall be holden by the Trustees of the said Charity upon the Trusts, and for the Ends, Intents, and Purposes herein-after expressed, declared, or referred to of or concerning the same.

When Number of Trustees reduced to Eleven, new Trustees to be appointed.

IV. That so often as the Number of Trustees shall be reduced to Eleven, either by Death or Resignation, or by refusing or declining to act for a Period of One Year, Incapacity to act, or becoming bankrupt, or taking the Benefit of any Act for the Relief of Insolvent Debtors, each of which said several Circumstances respectively it is hereby declared shall be a Disqualification from continuing to act as a Trustee, and shall create a Vacancy of the Office held by the Person so disqualified, the continuing Trustees shall take Steps for filling up the Vacancies in manner herein-after mentioned: The surviving Trustees of the said Charity shall, within One Calendar Month after the Number shall be so reduced as aforesaid, submit a List of proposed new Trustees, all of whom must be Members of the Established Church of *England and Ireland*, to the Master of the Rolls, for his Approbation; and the Attorney General shall be served with Notice of the Proceedings; and on the Confirmation by the Court of the Certificate approving of such proposed new Trustees, they shall become and be Trustees and Members of the Charity Corporation.

V. That

Marshall's Charity Act, 1855.

V. That the several Messuages or Tenements, Rectories, Tithes, Hereditaments, and Premises, and other the Estates belonging to the said Charity, by this Act vested in the said Body Corporate, and also the Residue of the said several Sums of Nine hundred and thirty-eight Pounds One Shilling and Threepence, and Sixty-five Pounds Seventeen Shillings and Twopence Cash, and Seven thousand Pounds and Two thousand five hundred Pounds Three Pounds *per Centum* Consolidated Annuities and One thousand Pounds Bank Three Pounds *per Centum* Reduced Annuities, which shall remain after Payment of the Costs herein-before mentioned, and all other the Sum and Sums of Money, Stocks, Funds, and Securities belonging to the said Charity, shall from and after the passing of this Act be held by the said Trustees and their Successors, by the said incorporate Name, for the Maintenance and Support of the said Charity in conformity to the Objects and Purposes herein set forth, and upon trust to permit the said Charity Estates, Stocks, Funds, and Securities, and the Income thereof, to be administered and managed accordingly, but subject nevertheless to the Jurisdiction herein-after reserved to the Court of Chancery with regard thereto.

Estates, Moneys, &c. belonging to the Charity to be vested in the new Trustees, and administered in conformity with this Act.

VI. That the Trustees appointed by this Act, and their Successors, shall have such and the like Estate and Estates, Right, Title and Titles, of and in the said Parish Church of *Christchurch*, and in presenting, nominating, and appointing a Rector or Rectors, Minister or Ministers thereto, as the Trustees of the said Charity had, or might, should, or would have had, if this Act had not been passed, or they had not been incorporated thereby.

New Trustees to have like Estate in the Parish Church and in presenting a Rector as the Trustees of the Charity originally had.

VII. That it shall be lawful for the Trustees, out of the surplus Rents and Profits of the said Charity Property, to purchase a Piece or Parcel of Ground, with or without any Messuage or Messuages or other Erections or Buildings thereon, to be situate within the said Parish of *Christchurch*, and convenient for the Erection thereon of a Parsonage House, or Conversion thereof into and for the Residence, Use, and Occupation of the Rector or Minister for the Time being of the said Parish of *Christchurch*, and with all convenient Speed, with and out of the said surplus Rents and Profits thereafter to arise from the said Charity Property, to erect and build on such Site, or convert such Messuage, Erection, or Building into and for a Parsonage House of suitable and convenient Dimensions, with all needful Offices and Appurtenances thereto, for the Residence, Use, and Occupation of the said Rector or Minister for the Time being of the said Parish of *Christchurch*, and to cause or procure the same to be conveyed and assured to him and them in due Form of Law accordingly.

Power to Trustees to purchase Ground or a House within the Parish of *Christchurch* for the Residence of the Rector.

VIII. That

Marshall's Charity Act, 1855.

Trustees empowered to grant Leases of Charity Estates for a Term not exceeding Twenty-one Years.

VIII. That it shall be lawful for the Trustees, their Successors and Assigns, from Time to Time to Time, at their Discretion, to demise and lease all and every or any of the Messuages or Tenements, Rectories, Tithes, Lands, and Hereditaments for the Time being belonging to the Charities, to any Person or Persons, Corporation or Corporations, for any Term or Number of Years not exceeding Twenty-one Years; so as every such Demise or Lease so to be made as aforesaid do commence and take effect in possession, and not in reversion, remainder, or expectancy, or by way of future Interest; and so as by every such Demise or Lease so to be made as aforesaid there be reserved and made payable half-yearly or oftener during the Continuance of the same respectively, to be incident to and go along with the immediate Reversion or Remainder of the Hereditaments to be therein respectively comprised, the best and most approved yearly Rent that can be obtained or reasonably expected for the same, without taking any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift, for or in respect of the making of such Demise or Lease; and so that in every such Lease there be contained a Covenant for the Payment of the Rent thereby reserved, and also a Covenant to repair and keep in good Condition, during the Term of every such Lease, the Hereditaments and Premises comprised therein, and also a Condition or Clause in the Nature of a Condition of Re-entry for Nonpayment of such Rent by the Space of Twenty-one Days next after the same shall have become due, and all such other Covenants, Conditions, Provisions, and Restrictions as to the Trustees, their Successors and Assigns, shall seem reasonable and proper; and so that the Lessee therein named do execute a Counterpart of such Lease, and be not by any Clause or Words therein contained authorized to commit Waste, or exempted from Punishment for committing Waste; provided, that no Surrender of a prior or existing Lease shall be deemed or taken to be in the Nature of a Fine, Premium, or Foregift.

Power to Trustees to grant Leases of Charity Estates for any Term not exceeding 99 Years, under certain Conditions.

IX. That it shall be lawful for the Trustees, their Successors and Assigns, subject to the Approbation of the High Court of Chancery, to be obtained in a summary Way, as herein-after mentioned, from Time to Time to demise or lease all or any Part of the Estates and Property for the Time being belonging to the Charity, and either with or without any Buildings erected and standing thereon, for any Term or Number of Years not exceeding Ninety-nine, but to take effect in every Case in possession, or within Six Calendar Months next after the making thereof at the furthest, to any Person or Persons whomsoever who shall be willing to erect and build any Houses, Manufactories, or other Works, Erections, or Buildings on the Land or Ground proposed to be demised, or any Part thereof, or to improve or repair any Houses or Buildings on the said Land or Ground, or to
erect

Marshall's Charity Act, 1855.

erect and build any other Houses or Buildings in lieu thereof or in addition thereto, or who shall be willing to annex any Part of the said Land or Ground for Gardens, Yards, or other Conveniences to the Buildings erected and built or to be erected and built on the said Estates or any Part thereof, or otherwise to improve the said Premises or any Part thereof; and with or without Liberty for the Lessees to take down Buildings standing on the Land or Ground in such Leases respectively to be comprised, and to convert, apply, and dispose of the Materials thereof to such Purposes as may be agreed on; and also with or without Liberty for the Lessees to set out and allot any Part of the Land or Ground to be comprised in such Leases as and for the Site of Streets or other Spaces of Ground, Roads, Lanes, Courts, Ways, Avenues, Paths, Passages, Sewers, Drains, Walls, Fences, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise, for the Use and Convenience of individual Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement thereof; and also with or without Liberty for the Lessees to dig and make, in or under any of the Land or Ground which may be set out and allotted for Streets, Roads, Lanes, Courts, Ways, Avenues, or Passages as aforesaid, Arches, Cellars, or other Easements to any Houses or Buildings; and also with or without any other Liberties or Privileges, which to the Trustees, their Successors and Assigns, may seem reasonable, or which may be usual in Leases of a similar Description; so that in every such Lease there be reserved and made payable the best yearly Rent or Rents that, considering the Nature and Circumstances of the Case, and having regard to the general Benefit of the said Estates, can be reasonably expected for the same, such Rents to be made payable by half-yearly or quarterly Payments, but so that during a Time not exceeding the first Three Years of such Leases respectively the said Rents may, if the Trustees, their Successors or Assigns, think proper, be of trifling or merely nominal Amount; and so that every such Lease be made without taking for or in respect of making the same any Fine, Premium, or Foregift, beyond and having regard to the Money to be expended by the Lessee or Lessees in building upon or improving the Premises; and so that in every such Lease made with the Purpose of having Buildings finished or erected and built there be contained a Covenant on the Part of the Lessee and Lessees substantially to build and finish the Houses and other Buildings which may be agreed to be erected and built on the Premises, if not then already done, within a Time to be specified for that Purpose, and to keep in repair during the Term such Houses and other Buildings; and so that in every such Lease made for the Purposes of having Buildings repaired or rebuilt there be contained a Covenant on the Part of the Lessee substantially to rebuild or repair the same within a Term to be specified for that Purpose, and to keep in repair during the Term the Houses and Buildings agreed to be rebuilt or repaired; and so that in every such Lease, whether for rebuilding or repairing or

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Marshall's Charity Act, 1855.

otherwise, there be contained on the Part of the Lessee a Covenant for the due Payment of the Rent to be thereby reserved, and of all Taxes, Rates, Assessments, Charges, and Impositions whatsoever affecting the same Premises, except the Income or Property Tax, and also a Covenant for keeping the Houses and Buildings erected and built and to be erected and built or improved on the Premises insured from Loss or Damage by Fire to the Amount of at least Two Thirds of the Value thereof, in One of the Public Offices for Insurance against Fire, and to lay out the Money to be received upon such Insurance, and all such further Sums of Money as shall be necessary, in rebuilding, repairing, or reinstating the Houses or Buildings which shall be destroyed or damaged by Fire, and also a Covenant to surrender the Possession of and leave in good Repair the Houses and other Buildings erected and built and to be erected and built or repaired, on the Premises comprised in such Lease, on the Expiration or other sooner Determination of the Term to be thereby granted; and so that in every such Lease there be contained a Power for the Trustees for the Time being, and their Servants and Agents, to enter upon the Premises twice in every Year during the Term, at reasonable Times in the Day, and inspect the Condition thereof, and also a Proviso or Condition for Re-entry on Nonpayment of the Rent to be thereby reserved (whether the same be first demanded or not) for any Space not exceeding Twenty-one Days, in case there shall not be a Distress found on the Premises sufficient to pay the Rent then due and the Costs of such Distress, and also with a Proviso or Condition for Re-entry on Nonperformance of any of the Covenants, Provisoes, and Conditions therein contained on the Part of the Lessee or Lessees, his or their Executors, Administrators, or Assigns, as may be agreed upon between the said Lessors and Lessees, and all such other Covenants, Conditions, Provisoes, Agreements, and Restrictions, if any, as from the Nature of the Case may appear reasonable or proper; and so that the respective Lessees execute Counterparts of their respective Leases, and pay all Expenses of and incident to such Leases and the Counterparts thereof; and so that no Lessee to whom any such Lease shall be made be by any Clause or Words therein contained authorized to commit Waste, or exempted from Punishment for committing Waste, save so far as may be necessary for the Purposes hereby authorized.

Power to
Trustees to
enter into a
Covenant
with Lessee
to grant se-
parate
Leases of
of any Par-
cels of
Ground

X. Provided always, and it is hereby enacted, That in any Lease which may be granted in pursuance of this Provision it shall be lawful for the said Trustees granting such Lease, upon the Request of the Lessee, to enter into a Covenant with such Lessee, his Executors, Administrators, and Assigns, to grant separate Leases of all such Parcels as shall be built upon or improved according to the Covenants and Provisions in such Lease contained, when and as such Parcels shall be built upon or improved, under and subject to such Portions
of

Marshall's Charity Act, 1855.

of the yearly Rent reserved in such Lease of the Entirety as shall bear the same Proportion to the gross Rent reserved on such Lease of the Entirety as the Parcel or Portion of Land to be demised by such separate Leases shall bear to the Quantity and Value of Land demised by such Lease of the Entirety; but in case (having Regard to the Nature and Extent of the Lands and Premises to be demised, and the Building and Improvements made thereon,) such proportional Rent would not be a fair or proper Amount to be reserved on such separate Lease or Leases, then and in such Case the Trustees granting such Lease may, with the Approbation of the said Court, enter into such Covenants for granting such separate Leases, upon such Terms, and subject to such Portion of the Rent reserved in such Lease, as shall be mutually agreed upon: Provided always, that in every such Lease to be made by the Trustees, in which shall be contained any Covenant for granting separate Leases, there shall also be added and inserted a Covenant on the Part of the Lessee, his Executors, Administrators, or Assigns, to surrender such Lease of the Entirety, and to execute a new Lease of the Premises not comprised in the separate Lease or Leases, at a Rent abated by the Amount of Rent to be reserved on such separate Lease or Leases, if more than One such new Lease, at such abated Rent, to be executed at the Time of the Execution of such separate Lease as aforesaid, and for facilitating the letting of any Portion of the Charity Estates which may for the Time being be applicable to Building Purposes: Provided also, that it shall be lawful for the Trustees, their Successors and Assigns, and they are hereby empowered, with the Approbation of the High Court of Chancery, to be obtained in a summary Way, to enter into any Contract in Writing for granting Building or Repairing Leases of all or any Part of the Estates, with the Buildings (if any) which shall be standing thereon, or any Part thereof, pursuant to the Powers and subject to the Restrictions herein-before respectively contained, so far as the same shall be applicable; and to agree, as and when any Land or Buildings so agreed to be let, or any Part thereof, shall be built upon, rebuilt, or repaired, laid out, formed, or improved, in the Manner and to the Extent to be stipulated in any such Contract, by Indenture to demise and lease the Ground and Buildings mentioned in such Contract, or any Part thereof, to the Person contracting to take the same, or his Heirs, Executors, Administrators, or Assigns, or to such other Person as he shall nominate in that Behalf, during the Remainder of the Term to be specified in such Contract, and in such Parcels, and under and subject to such Portion of the yearly Rent to be specified in such Contract, as shall be thought proper, but so nevertheless that if the yearly Rent to be reserved on any such Lease shall bear a greater Proportion to all the Rent in the Contract agreed to be reserved than the Quantity of Land to be comprised in such Lease shall bear to the Land comprised in the Contract, then and in such Case the same

Rent

built upon
or improved
according to
the Cove-
nants and
Provisions
of original
Lease, &c.

Proviso for
Powers to
grant Build-
ing Leases
under cer-
tain Condi-
tions.

Marshall's Charity Act, 1855.

Rent shall not exceed One Sixth Part of the clear yearly Rackrent Value of the Land or Buildings to be comprised in such Lease, when fit for Habitation and Use; and (if the Trustees granting such Lease shall think the same expedient) to agree that the full Rent specified in such Contract shall be reserved in the Leases to be granted of a given Quantity, to be specified in such Contract, of the Land or Ground thereby agreed to be demised, and that the Residue thereof shall be demised at the yearly Rent of One Shilling, either before or after the full Rent specified in such Contract shall have been reserved in any Lease, to be granted at such Time and in such Manner as may be thought proper; and if no given Quantity of Land or Ground for such Purpose shall be specified in such Contract, to agree that when the full Rent agreed to be reserved shall have been reserved in the Lease granted of a competent Part of the said Land or Ground thereby agreed to be demised, the Residue thereof, if any, shall be demised by One or more than One Lease at the yearly Rent of One Shilling; and in case of Leases to be granted subject to the Rent of One Shilling, to agree to grant the same, either before or after the Land or Ground to be therein comprised shall have been built upon, laid out, or improved; and to agree that the full yearly Rent agreed to be reserved in such Contract may be made to commence at such Period or Periods within or at the Expiration of Three Years from the Date of such Contract, and may be made to increase periodically, beginning with such Portion of the full Rent thereby agreed to be paid as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient or thought proper, and as in such Contract shall be expressed, regard being had to the Quantity of Land or Ground from Time to Time to be demised and the Progress of Buildings stipulated to be erected thereon; and to agree that when and as any Lease shall be granted of any Part of the Hereditaments so contracted to be leased the Hereditaments so for the Time being leased shall be discharged from such Contract, and that the Person with whom such Contract shall be entered into shall remain liable, in respect of such Part of the Hereditaments comprised in such Contract which shall not for the Time being be leased, to the Payment only of such Portion of the Rent by such Contract agreed to be paid as may be thought proper, and shall in such Contract be provided for; and also to agree that the Person with whom such Contract may be entered into may have, exercise, and enjoy all or any of the Liberties which are authorized to be granted to Lessees under the Power of leasing herein-before contained.

Proviso for
the Insertion
in Contracts
of Clauses
for Re-entry,
&c.

XI. Provided also, That in every such Contract there shall be inserted a Clause or Condition for vacating the same or for Re-entry with respect to such Part of the Lands and Buildings therein comprised and agreed to be let as shall not have been actually leased in pursuance of such Contract, and shall not be built on or repaired, laid out,

Marshall's Charity Act, 1855.

out, formed, or improved in the Manner in such Contract stipulated, and within a reasonable Time to be therein appointed, and also a Clause or Condition that the Person to whom such Lease ought to be granted pursuant to such Contract shall accept the same, and execute a Counterpart or Duplicate thereof, within a reasonable Time to be appointed by such Contract, or that in default thereof such Contract as to the Lands and Buildings not actually leased by virtue of the same Contract shall be void; and every such Contract shall be binding, and shall be carried into effect by a Lease or Leases to be granted in pursuance of the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable.

XII. Provided also, That it shall be lawful for the Trustees, their Successors and Assigns, with such Approbation, and to be so obtained as aforesaid, from Time to Time to enter into any new Contract or Agreement with any Person with whom any Contract for granting a Building or Repairing Lease shall have been entered into by virtue of this Act, by way of Addition to or Alteration or Explanation of all or any of the Covenants or Agreements in such Contracts contained or to be contained, or to release the Person with whom any Contract shall have been entered into by virtue of this Act, and his Heirs, Executors, Administrators, or Assigns, from the Observance of all or any Part of the Contract, and (if thought expedient so to do) to enter into any new Covenants or Agreements in Writing with such Person, or his Executors, Administrators, or Assigns, in lieu of the Part of the same Contract which shall have been so released, or to accept or authorize a Surrender of all or any Part of the Hereditaments comprised in any such Contract; and that the Hereditaments so surrendered may be leased, or contracted or agreed to be leased, and afterwards leased, under the Powers of this Act, in the same Manner as if no Contract for leasing the same had been previously entered into or executed: Provided always, that the new Covenants or Agreements hereby authorized to be made and entered into shall be in conformity to the Powers and Provisions of this Act.

Power to Trustees to enter into new Contracts with Persons with whom Contracts have already been entered into.

XIII. Provided always, That every Lease to be granted under the Authority of this Act shall be deemed and taken to be duly granted, although it should have been preceded by a Contract, and such Contract should not in all respects have been duly observed, provided the Approbation of the High Court of Chancery be obtained for the granting of such Lease.

Leases granted to be deemed to be duly granted if approved by Court of Chancery.

XIV. That the Receipt of the Trustees by whom any such Lease as aforesaid for building or repairing or other Purposes shall be executed, endorsed on such Lease, acknowledging that they have received such Counterpart or Duplicate thereof as is hereby required to be

Acknowledgments of Trustees endorsed on Lease, that they have received

[*Private.*]

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executed

Marshall's Charity Act, 1855.

Counterpart
of such
Lease, to be
conclusive
as to the due
Execution of
such Coun-
terpart, &c.

Trustees em-
powered,
with Appro-
bation of
Court, to ac-
cept or
authorize
Surrender of
any Lands
comprised in
any Lease,
&c.

executed of such Lease, shall, in favour of the Lessee and of all Persons claiming under him, be full and conclusive that such Counterpart or Duplicate was duly made and executed pursuant to the Provisions of this Act.

XV. That it shall be lawful for the Trustees, their Successors and Assigns, with the Approbation of the High Court of Chancery, to be obtained in a summary Way, at any Time to accept or authorize a Surrender of all or any of the Hereditaments comprised in any Lease which may have been granted either before or after the passing of this Act, and upon any such Surrender to grant Leases, under the Powers and Authorities herein-before contained, of the Lands, Buildings, or other Hereditaments so to be surrendered, or any Part thereof, either alone or together with any other Part of the Buildings, Lands, and Grounds which are hereby authorized to be leased as aforesaid, making such Allowance or Remuneration, by way of annual Charge upon the Premises so surrendered, to the Person surrendering the same, in regulating the Terms upon which Leases shall be granted to the Persons surrendering, or to any other Person, for the Value (if any) of the Estate or Interest which shall have been so surrendered, as the Trustees granting such Lease shall think reasonable, but so that no such Allowance or annual Charge shall continue for a longer Time or Period than the Time or Period at which the Estate or Interest which shall be surrendered would, if not surrendered, have determined by Effluxion of Time, and also that if Possession of the Hereditaments comprised in any Lease which may have been granted either before or after the passing of this Act, or comprised in any Contract to be made or entered into pursuant to this Act, or any Part thereof, shall be resumed, or the same Hereditaments shall be entered into or recovered, under or by virtue of any Condition of Re-entry in such Lease or Contract contained, or otherwise, then and in every such Case it shall be lawful for the said Trustees to grant Leases, or enter into Contracts for the granting of Leases, and afterwards to grant Leases, of the same Hereditaments and Premises, under the Powers and Authorities herein-before contained, in the same Manner as if no Lease or Contract for Lease thereof had been previously granted.

Power to
Trustees to
confirm
Leases.

XVI. That it shall be lawful for the Trustees, their Successors and Assigns, if they shall think fit so to do, to confirm any Lease to be granted by virtue of this Act, in any Case in which, for some technical Error or Informality in granting or executing the same, or in entering into the Contract for granting the same, and such Lease shall be void or voidable, or to grant any Lease, pursuant to the Powers and subject to the Restrictions herein-before contained, in lieu of such void or voidable Lease, for any Term or Number of Years not exceeding

Marshall's Charity Act, 1855.

exceeding the then Residue of the Term granted or purported to be granted by such void or voidable Lease, and at and under the same yearly Rent or at a larger Rent than was reserved in such void or voidable Lease, so nevertheless that no Fine or Premium shall be accepted or taken for making any such Confirmation or new Lease.

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

No Lease or Contract to be void or invalid, &c. on the Ground that the Right of Re-entry for Nonpayment of Rent or Breach of Covenant shall be confined by restrictive Terms, &c.

Marshall's Charity Act, 1855.

with respect to the Premises to be comprised in each such Under-lease as aforesaid, in such and the same Manner as if, instead of each original Lease comprising more than the Premises including each such Under-lease as aforesaid, there had been an original separate Lease of the Premises respectively comprised in each such distinct Under-lease as aforesaid.

Power to Trustees to take Security from Lessees for Performance of Works agreed to be done.

XVIII. That it shall be lawful for the Trustees, their Successors and Assigns, and they are hereby empowered, if they shall think fit so to do, to take such Security as they shall think reasonable from the Lessees of the Sites of Houses, Manufactories, and Buildings intended to be laid out or erected, for the Performance by such Lessees of the Works, Matters and Things agreed to be done by them in reference to such Lands, or to the Houses, Manufactories, and Buildings to be laid out, erected, and built thereon.

Trustees may, with the Sanction of Court, pull down and re-build.

XIX. That if the Trustees or their Successors shall at any Time think it expedient that any Messuages or Buildings belonging to the Charity should be taken down, and either wholly or partially rebuilt, then and in every such Case, and so often as the same shall happen, it shall be lawful for the Trustees or their Successors, with the Sanction of the Court of Chancery, to take down the whole or any Part of such Messuages or Buildings, and on the Site thereof to erect and build such other Messuages or Buildings as the Trustees or their Successors shall think expedient, and more beneficial to the Charity.

Nothing to interfere with Works of Metropolitan Commissioners of Sewers.

XX. That, notwithstanding anything herein-before contained, no Works shall be done under the Powers of this Act which shall in any way interfere with any Sewers, Drains, or Watercourses under the Control of the Metropolitan Commissioners of Sewers, or which impede, obstruct, or prejudicially affect the Drainage of the District in or near which such Buildings and Works hereby authorized are or may be situate; nor shall any new Sewers, Drains, or Watercourses, or Works of Drainage, be made or done, under the Powers of this Act, without the same shall have been previously approved by the said Metropolitan Commissioners of Sewers, and the same shall be carried out and completed under the Direction and Control of the said Commissioners and their Officers, and thenceforth remain subject in all respects to the Jurisdiction of the said Commissioners; and that nothing in this Act contained shall extend, or be deemed or construed to extend, to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested in the said Commissioners of Sewers, but all the Rights, Powers, and Authorities vested in them shall be as good, valid, and effectual as if this Act had not been passed.

XXI. That

Marshall's Charity Act, 1855.

XXI. That the Receipt or Receipts in Writing of the Trustees for the Time being of the said Charity, under their Common Seal, for any Purchase Money, Exchange Money, Mortgage Money, or other Money which may become payable to them in execution of any of the Trusts of the said Charity, and, as to the annual Rents and Profits of the said Trust Estate or any Part thereof, the Receipt of the Bailiff, Receiver, or Agent for the Time being of the said Trustees, shall respectively effectually discharge the Person or Persons paying such Money from the same, and from being bound to see to the Application or being answerable for the Misapplication or Non-application thereof.

Receipts to be Discharges to Tenants.

XXII. That, for the Purpose of better enabling the Trustees and their Successors to carry the Powers and Provisions of this Act into execution, it shall be lawful for them, with the Sanction of the Court of Chancery, to enter into, make, do, and execute all such Contracts, Acts, Deeds, and Assurances as shall reasonably be required or thought proper, and to agree to any Variation in the Terms of any such Contract or Contracts, either as to Price or in any other respect, and to bring, institute, prosecute, abandon, defend, or submit to any Action, Suit, or Proceeding at Law or in Equity, for compelling a specific Performance thereof, either as originally entered into, or as varied and according to Circumstances, or any Action at Law for Damages in respect thereof, or to abandon or rescind any such original or varied Contract or Contracts, and release the other Party or Parties therefrom, and at any Time or Times thereafter to proceed with all their original Powers, without being answerable for any Loss or Damage which shall be occasioned by any such Acts as aforesaid: Provided always, that all Appointments, Contracts, Agreements, Releases, Conveyances, Assurances, and other Instruments to be made or entered into by the Trustees or their Successors under the Powers of this Act shall be sealed with the Seal of the said Corporation, and duly signed and executed by Three of such Trustees; and any Appointment, Contract, Agreement, Release, Conveyance, Assurance, and other Instrument which shall be so made, signed, or executed by Three of the Trustees shall be as effectual as if the same had been made, signed, and executed by the whole of the Trustees for the Time being.

Power to Trustees, with Sanction of the Court, to execute Contracts, &c.

XXIII. That it shall be lawful for the Trustees, their Successors and Assigns, from Time to Time, with the Sanction and Approbation of the said Court of Chancery, to be obtained on Petition, to sell and convey or to exchange or otherwise dispose of, and also to contract for the Sale and Conveyance or Exchange or other Disposition of all or any Part of the Charity Estates and Property, freed and discharged from all charitable and other Trusts affecting the same, at such Price or Prices, for

Power to Trustees, with Sanction of Court, to sell, &c. any Part of Charity Estates discharged from chari-

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such

Marshall's Charity Act, 1855.

table Uses and Trusts affecting the same, subject to Provisions for Reinvestment of Purchase Money.

such Considerations, upon such Terms and Conditions, in such Manner, and with and subject to such Powers and Provisions, and such Declarations, as to the Reinvestment of the Money to be produced by any such Sale, Exchange, or Disposition in the Purchase of Lands or Hereditaments, or on Government or Real Securities, and otherwise, as the Court of Chancery shall from Time to Time authorize or direct, and also to make and execute all or any such Deeds and Conveyances, and to make and enter into all or any such Contracts and Arrangements, and do all or any such Acts, Matters, and Things whatsoever, in or for the Administration or the Improvement or better Management of the said Charity Estates and Property, and the Income thereof or any Part thereof respectively, as the said Court of Chancery shall or may from Time to Time authorize and sanction or direct.

Applications and Investment of any surplus Income arising from the Charity Estates, with Sanction of the Court of Chancery.

XXIV. That all or any Monies and surplus Income arising or to arise from the said Charity Estates or Property which shall or may from Time to Time remain and be unapplied and unappropriated under or according to the Provisions of this Act may and shall from Time to Time, with the Approbation and Sanction of the said Court of Chancery, to be obtained as herein-before provided, when and as the same shall amount to a competent Sum, be laid out and invested by the said Trustees and their Successors and Assigns in the Purchase of Government or other Securities, to be respectively conveyed or transferred into the Names of the Trustees, and to be held and possessed respectively by them, and their Successors and Assigns, upon trust for the Charity.

Power to Trustees, with Sanction of Court, to lay out surplus Rents and Profits of Charity Estates, &c. in the Purchase of Lands in the County of Surrey, and, when purchased, to vest in Trustees for the Benefit of the Charity.

XXV. That it shall be lawful for the Trustees from Time to Time, with the Sanction of the Court of Chancery, to be obtained in a summary Way, as herein-before provided, to lay out and invest the surplus Rents and Profits of the Charity Estates, and the Proceeds arising from the Sale of the Stocks, Funds, or Securities upon which such surplus Income shall from Time to Time have been invested, and other the surplus Income of the Charity, when and as the same shall amount to a competent Sum, and when and as an Opportunity for an eligible Purchase shall occur, in the Purchase of Lands within the County of *Surrey* or the Neighbourhood thereof; and from Time to Time, when and as often as any such Purchase shall be made as aforesaid, and the Lands so to be purchased shall be conveyed unto or otherwise vested in the Trustees, their Successors and Assigns, upon trust for the Benefit of the said Charity, to be applied according to the Provisions hereof.

Powers of Parties possessed of Piece of

XXVI. That it shall be lawful for all Parties, being seised, possessed of, or entitled to any such Piece or Parcel of Ground, with or without any Messuage or Messuages or other Erections and Buildings thereon,

Marshall's Charity Act, 1855.

thereon, as shall be approved of and are authorized by the said Court as a Site or Sites for the Erection of or for Conversion into a Parsonage House for the Occupation and Use of the Rector or Minister for the Time being of the said Parish of *Christchurch*, as in this Act mentioned, or any Estate or Interest therein, to sell, convey, or release the same to the said Trustees, their Successors and Assigns, or to exchange the same with the said Trustees, their Successors and Assigns, for any Land, Messuages, or Buildings belonging to the Charity, and to enter into all necessary Arrangements for that Purpose; and, particularly, that it shall be lawful for all or any of the following Parties so seised, possessed, or entitled as aforesaid, so to sell, convey, release, or exchange, (that is to say,) all Corporations, Tenants in Tail or for Life, married Women seised in their own Right or entitled for Dower; Guardians, Committees of Lunatics and Idiots, Trustees or Feoffees in Trust for charitable or other Purposes, Executors and Administrators, and all Parties for the Time being entitled to the Receipt of the Rents and Profits of any such Lands in possession, or subject to any Estate in Dower, or to any Lease for Life or for Lives, and Year or for Years, or any less Interest; and the Power so to sell and convey, release, or exchange as aforesaid may be lawfully exercised by all such Parties, other than married Women entitled to Dower, or Lessees for Life or for Lives, and Year or for Years, or any less Interest, not only on behalf of themselves, and their respective Heirs, Executors, Administrators, and Successors, but also for and on behalf of every Person entitled in reversion, remainder, or expectancy after them, or in defeazance of the Estates of such Parties, and as to such married Women, whether they be of full Age or not, as if they were sole and of full Age, and as to such Guardians, on behalf of their Wards, and as to such Committees, on behalf of the Lunatics and Idiots of whom they are the Committees respectively, and that to the same Extent as such Wives, Wards, Lunatics, and Idiots respectively could have exercised the same Power if they had respectively been under no Disability, and as to such Trustees, Executors, and Administrators, on behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Femes Covert, or other Persons, and that to the same Extent as such Cestuique Trusts respectively could have exercised the same Powers if they had respectively been under no Disability; but every such Sale or Exchange to be made by or on behalf of any Person under any such Disability, or not authorized to make Sale or Exchange except under the Powers of this Act, shall be, with the Approbation of the Court of Chancery, as well on behalf of the Vendor as of the Charity; and the Clauses of "The Lands Clauses Consolidation Act, 1845," with respect to the Purchase Money or Compensation coming to Parties having limited Interests, or prevented from treating, or not making Title, shall be and the same are hereby incorporated with this

Ground to be approved of as a Site for Parsonage House to convey to Trustees, or to exchange same for any other Lands belonging to the Charity Estates, &c.

Certain Provisions of 8 & 9 Vict. c. 18. incorporated with this Act.

Marshall's Charity Act, 1855.

this Act, and shall apply as well to the Purchase Money to be given on any Sale as to any Money to be given upon any such Exchange.

Common Seal of Charity to be kept at Muniment Office.

XXVII. That the Common Seal of the said Corporation shall be kept in a Box at the Muniment Office of the said Charity, which Box shall have a Lock and Two Keys, one of which Keys shall be kept by the Chairman for the Time being of the said Trustees, and the other by the Clerk and Collector.

Provision as to Trustees holding Meetings.

XXVIII. That the Trustees shall hold not less than Four Meetings in each Year, at such Place as they may from Time to Time determine; and that such Four Meetings shall be held on the following Days, that is to say, on the Ninth Day of *March*, the Ninth Day of *June*, the Ninth Day of *September*, and the Ninth Day of *December* in every Year, unless the said Trustees shall in each Year appoint some other Days and Periods for the holding thereof, which substituted Days of Meeting shall be within Ten Days sooner or later than the Days herein respectively mentioned.

Chairman to be elected.

XXIX. That the Trustees shall annually elect One of their Number to be Chairman of the Trustees for the ensuing Year, who shall be entitled to take the Chair at every Meeting of the Trustees at which he shall be present; and that at every Meeting held for the Purposes of this Charity any Five of the Trustees shall form a Quorum, who, if the Chairman for the Time being shall not be present, shall, previously to proceeding on the Business of such Meeting, elect a Chairman for that Occasion from amongst the Trustees present thereat; and the Chairman of every Meeting of the said Trustees shall, in case of an Equality of Votes, have a Double or Casting Vote.

Five Trustees to form a Quorum.

Power to adjourn Meetings.

XXX. That if at any Meeting there shall not be a sufficient Number of Trustees in attendance to form a Quorum, or the Business of any Meeting shall from any other Cause be incomplete, the Trustees who shall be present and attending shall, from and after the Space of One Hour from the Time appointed for the holding of any such Meeting, in Cases where a sufficient Number of Trustees do not attend, and at their Discretion in other Cases, adjourn such Meeting until some subsequent Day, of which due Notice shall be given.

Power to call Special Meetings.

XXXI. That if at any Time any Matter should arise requiring the Consideration of the Trustees, and which cannot, without Prejudice to the Interests of the Charity, be deferred until the General Meeting of that Body which may then next ensue, any Two of the Trustees for the Time being may call a Special Meeting of the Trustees, if they shall

Marshall's Charity Act, 1855.

shall think fit, for the Purpose of taking into consideration such Matter or Subject; and the Clerk for the Time being of the Trustees shall, upon Application being made to him for such Purpose, give due Notice to all the other Trustees of the Time and Place and Object of such Meeting.

XXXII. That for the Purpose of a due and efficient Management of the said Charity Property it shall be lawful for the Trustees, at any of their General Meetings, to nominate and appoint from their own Body, from Time to Time, One or more Committee or Committees, consisting of not less than Three in Number, as may be considered proper, and either of a general or special Nature, for the Purpose of making any Inquiry or superintending or performing any Duty connected with or appertaining to the Office of Trustee of the Charity which, in the Judgment of such Trustees, would be more efficiently executed by such Committee or Committees; but the Acts and Proceedings of every such Committee or Committees shall be submitted to the general Body of Trustees at One of their General Meetings, for Information or Confirmation, as may be necessary; and every Committee so appointed shall have the Power and Authority of the whole Body of such Trustees, except that such Committee shall not have the Power of originating an Inquiry or Investigation, or of carrying into effect or executing any Matter or Thing which shall not previously have been specially intrusted to them by the said Trustees, at some General Meeting: Provided, however, that such Committee shall have the Power of calling a Special Meeting of the Trustees for the Purpose of acquiring additional Powers or Instructions.

Power to
appoint a
Committee.

XXXIII. That the Trustees of the said Charity shall from Time to Time, when and so often as there shall be Occasion, provide a Minute Book wherein they shall cause to be entered every Proceeding and Transaction by them in connection with the said Charity.

Trustees to
provide and
keep Minute
Book.

XXXIV. That the Trustees for the Time being shall in like Manner provide all necessary Account Books wherein to enter the Receipts and Payments of the said Charity, and in which the same shall, when so provided, be entered.

Account
Books to be
kept.

XXXV. That every Order and Direction relating to the Charity, given at any General Meeting of the Trustees, and all Cheques for Payment of Money, and all other Proceedings whatsoever binding upon the whole Body of Trustees, shall be signed by any Two of the Trustees, and countersigned by the Clerk.

Trustees
to sign
Cheques, &c.

XXXVI. That the Trustees of the said Charity shall from Time to Time, as Occasion may require or as they shall think fit, nominate

Trustees to
appoint a
Clerk.

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and

Marshall's Charity Act, 1855.

and elect a fit and competent Person to be their Clerk and Collector, who shall perform the Duties herein-after specified, such Clerk and Collector to hold the Office during such Time as the Trustees for the Time being shall think fit, who from Time to Time, as often as there shall be Occasion, may dismiss any such Clerk and Collector, and elect another Person to fill such Office; but such Clerk and Collector shall give a Bond, with sufficient Sureties, to the Corporation, for the faithful Performance of his Office.

Salary of
Clerk.

XXXVII. That the Clerk and Collector shall be allowed for his Care and Pains in the Performance of his Office such annual Sum as the Trustees shall on the Election of such Clerk, or at any Time thereafter, think fit to allow, provided the same does not exceed the Sum of Two hundred and fifty Pounds *per Annum*.

Duties of
Clerk.

XXXVIII. That the Duties of Clerk and Collector shall be to attend the Trustees at their Meetings; to attend and give Information to any Committee or Sub-Committee that may be appointed by such Trustees; to keep the Accounts of the Charity in the Form of Debtor and Creditor Accounts; to preserve, subject to the Direction of the Trustees, all Vouchers for Payments made by him or otherwise on behalf of the Charity; and once in every Half Year to make out, on behalf of the Trustees, a full and detailed Account of the Receipts and Payments of the Charity, to be passed before the Chief Clerk of the Master of the Rolls in the Manner herein-after directed; and it shall also be the Duty of the said Clerk and Collector to enter the Minutes of Proceedings of every Meeting of the Trustees in the Minute Book, and to perform all such other Duties as are herein specified, and likewise all other Acts appertaining to his Office or requisite for the Purposes of the Charity as the Trustees shall direct.

Trustees
may employ
a Surveyor.

XXXIX. That the Trustees shall be at liberty to employ a Surveyor, and to make such Repairs and Improvements as they shall consider proper and beneficial to the Estate, and shall be at liberty to pay and defray all such Expenses out of the Rents received by them, subject to their accounting in the Manner herein-after mentioned, and provided also, that the Sums laid out in Repairs or Improvements in any One Year shall not exceed the Sum of Seven hundred and fifty Pounds, without the Sanction of the Court of Chancery being first obtained for that Purpose in manner herein-after provided.

Trustees to
dispose of
the Surplus
as the Ma-
nagers shall
direct.

XL. That the said Trustees shall pay and dispose of the surplus Rents, Revenues, and Profits of the said Charity Estate, after such Deductions as aforesaid, according to the Provisions herein-after mentioned.

XLI. That

Marshall's Charity Act, 1855.

XLI. That the Majority of the Trustees present at any duly convened Meeting of that Body at which not less than Five shall be present shall have Power to bind the whole Body in any Matter over which they have Jurisdiction by this Act.

Acts of Majority to bind Minority.

XLII. That the Trustees of the said Charity shall keep regular Accounts of the Rents, Issues, and Profits of the Charity Estates received by them, and all Sums paid by them in respect thereof, and shall make up or cause to be made up such Accounts to the Thirtieth Day of *June* and Thirty-first Day of *December* in every Year; and the Trustees shall once in every Year, and so soon after the First Day of *January* as conveniently may be, cause a Copy of both such Accounts for the preceding Year to be deposited in the Chambers of the Master of the Rolls, and shall vouch and pass such Accounts before his Chief Clerk, in the same Manner as Receivers Accounts, and shall cause an Abstract or Balance Sheet thereof to be advertised as soon after the same Accounts shall be deposited as conveniently may be, and before vouching the same as aforesaid, in Two Daily Morning Newspapers published in *London*, with a Notice stating when such Accounts are intended to be vouched and passed; and any Person shall be at liberty to inspect such Accounts on paying to the Suitors Fee Fund, by means of a Stamp, the Sum of Two Shillings and Sixpence, and giving One Day's previous Notice to the Chief Clerk of the Master of the Rolls: Copies or Extracts from the said Accounts shall be furnished from the said Office of the Master of the Rolls to any Person or Persons who may be desirous of obtaining the same, on Payment of the actual Costs of making such Copies or Extracts.

Trustees to keep half-yearly Accounts.

Accounts to be deposited in the Master of the Rolls Office.

XLIII. That the Trustees shall nominate and appoint some Banker or Banking Establishment with whom or where the Rents, Profits, and Income of the Charity, from Time to Time as they shall be received, shall be deposited, and thereout Payments for the Purposes of the Charity shall be made, as the Trustees, or a Majority of them, at any of their Meetings, shall direct; provided that no Member of such Bank or Banking Establishment shall be eligible to be or continue a Trustee of the said Charity, and the Appointment of such Banking Establishment for the Purpose aforesaid shall be a Disqualification for the Office of Trustee of any Partner, Director, or Member of or in the said Establishment.

Trustees to appoint a Banker.

XLIV. That the Trustees of the said Charity shall keep the Title Deeds, Muniments, Accounts, Books, Vouchers, and other Documents belonging to the Charity in the Muniment Room of the Trustees in *King Street* in the Parish of *Saint Saviour's Southwark*, or in such other secure Place as the Trustees shall think fit to direct.

As to the safe-keeping of the Title Deeds.

XLV. That

Marshall's Charity Act, 1855.

Trustees to pay a certain Stipend unto the Rector of Christchurch, in addition to the Sum payable under 7 W. 3.

XLV. That the Trustees of the said Charity shall, out of the Rents and Profits of the said Trust Estates, pay unto the Rector or Minister for the Time being of the said Parish of *Christchurch*, by way of Stipend, as from the Twenty-fifth Day of *April* One thousand eight hundred and fifty-one, the Sum of Four hundred and forty Pounds *per Annum*, which is to be in addition to the annual Sum of Sixty Pounds payable to him under or by virtue of the Act of the Seventh Year of the Reign of *William* the Third, and that he shall be entitled, from and after the passing of this Act, to live Rent-free in the Parsonage House to be rented or purchased for that Purpose pursuant to the Directions hereof; provided that the Amount payable out of the Funds of the said Charity for the Purchase of any such Parsonage House, which, if purchased, shall be of Freehold Tenure, shall not exceed the Sum of Two thousand Pounds, and the Rent of any House to be rented for the Purpose shall not exceed the Sum of Eighty Pounds *per Annum*; provided always, that if any House of Copyhold or Customary Tenure eligible for Use and Occupation as such Parsonage House, shall be approved by the said Trustees for that Purpose, it shall be lawful for the said Trustees to apply or procure Application to be made to the Copyhold Commissioners for the Enfranchisement thereof in due Form of Law, and to pay the Expenses of such Proceedings out of the Income of the Charity, and as Part of the Expenses of the Administration thereof; and that the said Trustees shall also, out of the Income of the Charity, pay unto the Churchwardens for the Time being of the said Parish of *Christchurch*, in aid of any Rate or voluntary Contribution which may be raised or made for the Repairs of the said Parish Church, a Sum not exceeding Fifty Pounds *per Annum*; provided that such Rate or voluntary Contribution be of equal Amount.

Poor Scholars Exhibitions.

XLVI. That the Trustees shall, out of the Rents and Profits of the Trust Estates, pay to Four poor Scholars in either of the Universities of *Oxford* or *Cambridge* from the Grammar School of *Saint Saviour's* in the Borough of *Southwark* the Sum of Fifty Pounds each, such Sums to continue to be payable for Terms of Four Years to each poor Scholar during his statutable Residence at such University, such poor Scholars to be selected, according to Merit, from among the Children who are Natives of the old Borough of *Southwark*, or of the Parish of *Christchurch*, or of the Liberty of the *Clink*, and who shall be attending the said School at *Southwark*, to be chosen as and when a Vacancy shall occur; and the said Trustees shall also, out of the Rents and Profits in every Year, pay to Two poor Scholars in either of the said Two Universities of *Oxford* or *Cambridge* from the Grammar School in the Town of *Stamford* the Sum of Fifty Pounds each, such Sums to continue payable for Terms of Four Years to each such poor Scholar during his statutable Residence at such

Marshall's Charity Act, 1855.

such University, such poor Scholar to be selected, according to Merit, from amongst the Children who are Natives of *Stamford*, and who shall be attending the said School at *Stamford*, as and when a Vacancy shall occur; provided that in case at the Time of choosing an Exhibitioner as aforesaid from the Grammar School of *Saint Saviour's* aforesaid there shall not be any Scholar attending the said School who shall be a Native of the old Borough of *Southwark* or of the said Parish or Liberty, or if there shall be no native Scholar who shall, in the Opinion of the Examiners mentioned in the Forty-sixth Section of this Act, be entitled to an Exhibition, the same shall be open to the Competition of all Natives of the said old Borough, Parish, or Liberty, educated at the Free Grammar School of *Saint Olave* and *Saint John* in the said Borough of *Southwark*; provided that in case, at the Time of choosing an Exhibitioner as aforesaid from the last-mentioned School, there shall not be any Scholar attending that School who shall be a Native of the old Borough of *Southwark* or of the said Parish or Liberty, or there shall be no native Scholar who shall, in the Opinion of the Examiners mentioned in the Forty-sixth Section of this Act, be entitled to an Exhibition, the same shall be open to the Competition successively of the Three Classes of Candidates herein-after named; (that is to say,) first, Natives of the said Borough, Parish, or Liberty, wheresoever educated, not being less than Sixteen or more than Nineteen Years of Age at the Time of such Competition; secondly, Scholars attending the said Grammar School of *St. Saviour's*, wheresoever born; and, thirdly, Scholars attending the said Grammar School of *Saint Olave* and *Saint John*, wheresoever born; provided also, that in case there shall not at the Time of choosing an Exhibitioner from *Stamford* School be any Scholar attending that School who shall be a Native of *Stamford*, or there shall be no such native Scholar who shall, in the Opinion of the Examiner herein-after mentioned, be entitled to an Exhibition, the same shall be open to the Competition of all the Scholars attending the said *Stamford* Grammar School; provided that if at the Time when a Vacancy in any of the said Exhibitions ought, according to the foregoing Provisions, to be filled up, no Candidate shall present himself who shall appear entitled thereto, the Amount which would have been paid to the Exhibitioner if elected in that Year shall fall into the general Funds of the Charity.

XLVII. That the Scholars to be chosen from the Schools of *Saint Saviour's*, *Saint Olave*, and *Saint John*, or the said Borough, Liberty, or Parish, as the Case may be, shall be selected by the Trustees, after Examination by Two Examiners, being Masters of Arts of one or other of the Universities of *Oxford* or *Cambridge*, to be appointed for that Purpose by the Trustees, and to be held at such Time and Place as the Trustees shall appoint, of which public Notice shall be given

How
Scholars to
be selected.

[*Private.*]

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by

Marshall's Charity Act, 1855.

by Advertisement, and in such other Manner as the Trustees shall think fit, and also Notice to the Clerks to the Governors of the said respective Schools; and that the Trustees may, out of the said Rents and Profits, pay to each such Examiner, for his Trouble in attending and conducting the same, such Sum of Money, not exceeding Ten Pounds and Ten Shillings for each such Examination, as the Trustees shall think proper.

Scholars to be chosen from Stamford School for Exhibitions.

XLVIII. That the Scholars to be chosen from the said *Stamford* School, for the Exhibitions attached to such School, shall be selected by the Trustees, after an Examination, to be held once in every Year at the said School, by an Examiner, being a Master of Arts of One of the Universities aforesaid, to be appointed by the Trustees for that Purpose; and the Trustees may, out of the Rents and Profits aforesaid, pay to such Examiner, for his Trouble and Expense in conducting such Examination, such Sum, not exceeding Ten Pounds and Ten Shillings, as such Trustees shall think fit.

St. Saviour's Grammar School to be open to Boys resident in Christchurch.

XLIX. That the said Grammar School of *Saint Saviour Southwark* shall be open to all Boys who are resident or whose Parents are resident within the Parish of *Christchurch*, in like Manner as if resident within the said Parish of *Saint Saviour's*, and such Boys shall be entitled to compete for all Exhibitions attached to the said School which they would have been entitled to compete for if resident in the said Parish of *Saint Saviour's*.

Appropriation for Poor Scholars, School and Minister at Stamford, &c.

L. That the said Trustees shall out of the said Rents and Profits pay to the Lecturer or Preacher of *All Saints Stamford*, for a Lecture to be preached by him on the *Wednesday* Evening in each Week, or at such other Time in each Week, not being *Sunday*, as the Lord Bishop of the Diocese shall appoint, and for the Performance of Divine Service, the annual Sum of One hundred Pounds, and to the Organist, for his or her Services during such Service, the annual Sum of Ten Pounds, and to the Sexton the annual Sum of Five Pounds; provided that in case at any Time hereafter an additional Church shall be built within the said Town of *Stamford* for the Celebration of Divine Service according to the Ritual of the Established Church, the Patronage and Right of Presentation to which shall be in the Lord Bishop of the Diocese, it shall be lawful for the said Trustees to apply and pay the said several Sums of One hundred Pounds, Ten Pounds, and Five Pounds *per Annum* paid to the Minister, Organist, and Sexton respectively of the said new Church, and as Part of the Endowment thereof, instead of being paid to the Lecturer or Preacher of *All Saints*, and to the Organist and Sexton thereof; and in such Case the aforesaid Payments to such last-mentioned Minister, Organist, and Sexton shall thereupon cease.

LI. That

Marshall's Charity Act, 1855.

LI. That the Trustees of the said Charity shall be at liberty to have an annual Dinner at the Expense of the said Charity, provided that no greater Sum than One Guinea *per Head* shall be allowed out of the Funds of the said Charity for such Purpose. Power to Trustees to have an annual Dinner.

LII. That the surplus Income to arise from the said Charity Property, after Payment of the Expenses connected with the Administration of the said Charity, and the several Sums herein-before authorized to be paid thereout, shall be from Time to Time applied by the said Trustees either towards the Augumentation of poor Livings, within the Meaning and Intention of the Testator's Will, as ordered by the said Decree of the Court of Chancery of the Ninth of *June* One thousand seven hundred and sixty-nine, or in such Way as they in their Discretion shall think fit, in or towards the Erection or Endowment, or Erection and Endowment, of any new Church hereafter to be erected and built in *England* or *Wales*, for the Celebration of Divine Service according to the Rites and Ceremonies of the Established Church of *England* and *Ireland*; provided that no greater Sum than Two thousand Pounds shall be paid by the said Trustees in or towards the Erection or Endowment, or Erection and Endowment, of any One such Church; and that the said Trustees shall be at liberty to apply such Sum of Money as they shall so think proper for the Purpose aforesaid, and not exceeding the Amount aforesaid, in conjunction with any Corporation, Association, Persons or Person whatsoever, who shall be willing to concur with the said Trustees in erecting or endowing, or erecting and endowing, any such Church. Trustees to apply Surplus Income according to their Discretion.

LIII. The Patronage and Right of the Presentation to any such new Church to which any Part of the Surplus of the Income of the said Charity shall be applied as aforesaid shall be in the Lord Bishop of the Diocese in which such new Church shall be situate; and that at least One Fourth Part of the Sittings in every such Church shall be entirely free. Patronage.

LIV. That in all Cases in which the Trustees are restrained by this Act from doing any Act, except with the Sanction of the Court of Chancery, they shall be at liberty, without Special Order of Reference, to lay Proposals for such Purpose before the Master of the Rolls, and the Attorney General shall have Notice of all such Proceedings. Trustees may submit State of Facts to the Master of the Rolls.

LV. That nothing herein contained shall affect the Power of the Court of Chancery, in the Exercise of its ordinary Jurisdiction over Charities, to deal with the said *Marshall's* Charity and the Trustees thereof, as there shall be Occasion. Saving Powers of Court of Chancery.

LVI. That

Marshall's Charity Act, 1855.

Certain
Parts of re-
cited Act of
William the
Third not to
be repealed.

LVI. That nothing herein contained shall be construed to repeal so much of the herein-before recited Act of the Seventh *William* the Third as enacts that the said Parish of *Christchurch* should for ever, by a Pound Rate not exceeding Threepence in the Pound for any One Year, raise Sixty Pounds a Year for the Minister of the said Parish.

Expenses of
Act.

LVII. That the Costs, Charges, and Expenses incurred or occasioned in or by the obtaining or passing of this Act, or to be incurred by the Trustees and their Successors in carrying into execution any of the Powers and Authorities vested in them by this Act or by the said Scheme, and not required to be exercised under the Direction or with the Approbation of the Court of Chancery, shall be paid and discharged by the said Trustees, in the first place, out of the Monies or Income belonging to the Charity.

Restricting
Liabilities of
Trustees.

LVIII. Provided also, That the Trustees for the Time being of the said Charity shall be charged and chargeable for such Monies only as they respectively shall actually receive by virtue of the Trusts, Powers, and Provisions of this Act, notwithstanding their or any of their giving or signing, or joining in giving or signing, any Receipt for the sake of Conformity; and any One or more of them shall not be answerable or accountable for the others or other of them, or for involuntary Losses; and also that it shall be lawful for them and every of them, with or out of the Monies which shall come to their respective Hands by virtue of the Trusts and Provisions of this Act, to retain and reimburse themselves respectively, and also to allow to their respective Co-Trustee or Co-Trustees, all Costs, Charges, Damages, and Expenses which they or any of them shall or may suffer, sustain, expend, disburse, be at, or be put unto in or about the Execution of the aforesaid Trusts and Provisions, or in relation thereto.

Trustees
personally
liable for
Breach of
Trust, and
removable
from Office.

LIX. That, notwithstanding anything herein contained, any Trustee acting in the Execution of the Trusts of this Act shall be personally liable for any Breach of Trust committed by him, and shall be removable from his Office of Trustee in the same Manner in all respects as if the Trustees had not by this Act been made a Corporate Body.

Short Title.

LX. That for all Purposes of Recital or Reference it shall be sufficient in all Cases to mention this Act as "*Marshall's Charity Act, 1855.*"

Interpreta-
tion of cer-
tain Terms.

LXI. That in this Act the following Words and Expressions shall have the several Meanings hereby assigned to them, unless there be something

Marshall's Charity Act, 1855.

something in the Subject or Context repugnant to such Construction ;
(that is to say,)

The Expression "the Trustees" shall mean "the Trustees of the Charity of *John Marshall*, late of the Borough of *Southwark* in the County of *Surrey*, Gentleman, deceased :

The Expression "the Charity" shall mean the said Charity founded by the said *John Marshall* as established and administered under the Authority of this Act.

LXII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person or Persons, Bodies Politic or Corporate, his, her, and their Heirs, Executors, Administrators, Successors, and Assigns, other than and except all Persons and Corporations whomsoever to whom any Estate, Right, Title, Term, or Interest whatsoever of, in, to, upon, out of, from, or concerning the Estates and Premises, Monies, Stocks, Funds, and Securities, comprised, mentioned, or referred to in the Schedule to this Act annexed, or by this Act directed to be held in trust for the Maintenance and Support of the Charity, or any of them, or any Part or Parts thereof respectively, or any of the Rents, Dividends, Interest, and Profits thereof respectively, or any Benefit whatever from the said Charity Estates or Property, shall have been limited, devised, or bequeathed, or shall have descended or devolved, or shall descend or devolve, under or by virtue of any of the Deeds for the Appointment of new Trustees, or the Will of the said *John Marshall*, all such Estate, Right, Title, Interest, Property, Benefit, Claim, and Demand whatsoever, of, in, to, or out of the said several Estates and Premises, Monies, Stocks, Funds, and Securities, comprised, mentioned, or referred to in the Schedule to this Act annexed, or any of them, or by this Act directed to be held in trust for the Maintenance and Support of the Charity, or any of them, or any Part or Parts thereof respectively, or any of the Rents, Dividends, Interest, or Profits thereof respectively, as they or any of them had before the passing of this Act, or would, could, or might have had, held, or enjoyed in case this Act had not been passed.

Saving
Rights of the
Crown.

LXIII. That this Act shall not be a Public Act, but shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

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

Marshall's Charity Act, 1855.

The SCHEDULE referred to in the foregoing Act.

Situation of Property.	Tenants Names.	Annual Rental.	Holding.
		£ s. d.	
IN THE COUNTY OF SURREY, IN THE PARISH OF SAINT SAVIOUR'S, SOUTHWARK.			
Being Houses and Premises in King Street, and numbered 6	William Quarterman -	25 0 0	Lease.
Ditto - - - - 7	Edward Quarterman -	25 0 0	Agreement.
Ditto - - - - 8	William James Cox -	26 0 0	Agreement.
Ditto - - - - 9	William Greenslade -	25 0 0	Agreement for Lease (21 Years).
Ditto - - - - 10	Thomas Hone - - -	26 0 0	Yearly Tenant.
Ditto - - - - 11	Richard Longes - -	30 0 0	Agreement.
Ditto - - - - 12	John William Whowall	30 0 0	Agreement.
Ditto - - - - 13	Marshall's Trust Com- mittee Room.		
Ditto - - - - 19	Mary Ann Allgood -	24 0 0	Agreement.
Ditto - - - - 19 ^a	Thomas Collinson -	30 0 0	Agreement.
Ditto - - - - 20	Samuel George Clark -	26 0 0	Agreement.
Ditto - - - - 20 ^a	Samuel Young Allen -	24 0 0	Lease.
Ditto - - - - 21	William Bennick Walker	30 0 0	Agreement.
Ditto - - - - 21 $\frac{1}{2}$	Richard Mills - - -	22 0 0	Yearly Tenant.
Ditto - - - - 22	James Worbey - - -	25 0 0	Yearly Tenant.
Ditto - - - - 23	James Whowall - - -	22 0 0	Yearly Tenant.
Ditto - - - - 24	James Brown - - -	22 0 0	Yearly Tenant.
Ditto - - - - 25	Charles Macklin - - -	22 0 0	Yearly Tenant.
Ditto - - - - 26	John Doyle - - -	22 0 0	Lease.
Ditto - - - - 54	Henry James Farley -	20 0 0	Yearly Tenant.
Ditto - - - - 55	William Earthrowl -	14 0 0	Lease.
Ditto - - - - 56	Thomas Fores - - -	14 0 0	Lease.
Ditto - - - - 57	James Talbot - - -	18 0 0	Agreement.
Ditto - - - - 58	Charles Macklin - - -	25 0 0	Yearly Tenant.
Ditto - - - - 58 ^a	Joseph Woodman - -	25 0 0	Agreement.
Ditto, being 59, 60, & 61, and 3 Cottages and Premises in the Rear thereof, called Chapman's Buildings.	John Minter - - -	118 0 0	Lease.
Ditto - - - - 62	Richard Mills - - -	20 0 0	Lease.
Ditto - - - - 63	Thomas Pidgeon - - -	33 0 0	Agreement.
Workshop and Premises in Ten- nis Court.	Thomas Pidgeon - - -	30 0 0	Lease.
Ditto - - - - 64	John Thomas Ballard -	25 0 0	Agreement.
Ditto - - - - 65	John Yeomans - - -	30 0 0	Lease.
Ditto - - - - 66	William Morgan - - -	25 0 0	Agreement.
Ditto - - - - 67	Edward Hards - - -	22 0 0	Agreement for Lease.
Ditto - - - - 68	Sir Henry Meux & Co.	70 0 0	Lease.
Queen Street - - - - 1	Richard Colvin - - -	12 10 0	Yearly Tenant.

Marshall's Charity Act, 1855.

Situation of Property.	Tenants Names.	Annual Rental.	Holding.
		£ s. d.	
PARISH OF ST. MARY NEWINGTON.			
Being House and Premises in Blackman Street, and numbered - - - 2	Isaac Stephen Varian -	70 0 0	Yearly Tenant.
Ditto 3, and No. 2, Great Dover Street.	W. & W. V. Bicknell -	90 8 0	Lease.
Ditto - - - - 4	James Burnett - -	70 0 0	Lease.
Ditto - - - - 7	Matthew John Lill -	70 0 0	Agreement for Lease.
Ditto - - - - 8	John Rowles - -	52 10 0	Agreement for Lease.
Ditto 9, Public House, "Black Horse and Swan."	Thomas Morse -	110 0 0	Lease.
Ditto - - - - 15	Henry Seward - -	150 0 0	Lease.
Ditto - - - - 27 & 28	The Trinity Company -	21 0 0	Lease.
Premises situate in Rear of Nos. 8 and 9, Blackman Street.	Charles Pugh - -	63 0 0	Agreement for Lease.
Great Dover Street, Nos. 2½, 3, 4, 5, 6, & 7, and Slip of Ground in Rear of 6 & 7, Blackman Street.	Charles Pugh - -	64 0 0	Agreement for Lease.
PARISH OF ST. GEORGE THE MARTYR, SOUTHWARK.			
Being Houses and Premises in Haddon Place, Waterloo Road, numbered 6 & 7.	T. Kenyon - -	40 0 0	Lease.
Webber Street, Blackfriars Road, numbered 1 & 2.	John Smith - -	68 0 0	Lease.
Ditto - - - 3, 4, 5, & 6	Charles Anderson -	70 0 0	Agreement for Lease.
Ditto - - - - 7	Henry Arundell - -	25 0 0	Yearly Tenant.
Houses and Premises in Webber Row, numbered 5 to 29 (25 Houses).	Just repaired and let for about 24l. a House, on an Average amounting to the Sum of	624 12 0	Weekly and monthly Tenants.
Ditto - - - - 30	William Price - -	26 0 0	Agreement.
Ditto - - - - 31	Jesse Wood - -	22 0 0	Agreement.
SAINT GEORGE'S FIELDS, SOUTHWARK.			
The London Road - - 22	Adolphus Taylor -	21 0 0	Agreement.
Ditto - - - - 23	William Sandieson -	25 0 0	Lease.
Ditto - - - - 24	John Nathan - -	28 0 0	Lease.
Ditto - - - - 25	John Nathan - -	21 0 0	Agreement for Lease.
Ditto - - - - 26	Rebuilding - -		
Ditto, Public House, "The Grapes," - - - 27	Henry John Clifford -	90 0 0	Lease.
Ditto - - - - 28	Robert Smith - -	35 0 0	Lease.
Ditto - - - - 29	William Gyde - -	27 10 0	Lease.
Ditto - - - - 30	William Gyde - -	27 10 0	Lease.
Ditto - - - - 31	Benjamin Hughes -	25 0 0	Lease.
Ditto - - - - 32	Benjamin Hughes -	10 0 0	Lease.
Ditto - - - - 102	Henry Pinnock - -	40 0 0	Agreement for Lease.
Ditto, and Warehouse opening to Market - - - - 103	John Davies - -	48 0 0	Agreement.

Marshall's Charity Act, 1855.

Situation of Property.	Tenants Names.	Annual Rental.	Holding.
		£ s. d.	
The London Road : - 104	Richard Downs - -	42 0 0	Agreement.
Ditto - - - 105	Evan Burnell Jones - -	45 0 0	Agreement.
Ditto - - - 106	James Thompson - -	45 0 0	Lease.
Ditto - - - 107	William John Villars - -	65 0 0	Lease.
Ditto - - - 108	Henry Thomas Warren - -	45 0 0	Agreement.
Ditto - - - 109	Hannah Nathan - -	50 0 0	Agreement.
Ditto - - - 110	J. & T. Jennings - -	55 0 0	Agreement.
Ditto - - - 111	Alexander Hawkins - -	60 0 0	
In Street leading from the London Road to the Market, Part of a House and Shed.	George Warman - -	5 0 0	Yearly Tenant.
Union Street, London Road, 15 Houses and Piece of Land in Rear of No. 22, London Road.	John Cheer - -	33 0 0	Agreement for Lease.
Factory - - -	John Cheer - -	45 0 0	Agreement for Lease.
Marshall Street, London Road, being Houses and Premises, Nos. 1 to 28 (both inclusive).	John Cheer - -	180 0 0	Agreement for Lease.
Ditto - - - 29 to 42	John Cheer - -	90 0 0	Lease.
Prospect Place, St. George's Road, the Fountain Public House, at the Corner of St. George's Road and Marshall Street, numbered 1, Fountain Terrace, 2, 3, and 4 in the above Terrace, Two Houses fronting Marshall Street, and Two Houses fronting Union Street, in Rear of Fountain Terrace.	William Michael Davies - -	100 0 0	Lease.
Ditto - - - 68	Constantine Moore - -	27 0 0	Lease.
Ditto - - - 69, 70, 71, & 72	Richard Hodgson - -	73 10 0	Lease.
WANDSWORTH, SURREY.			
Messuages, Carpenter's Yard, Shed, and Buildings in High Street.	William Mears - -	65 0 0	Lease.
SUTTON, SURREY.			
Farm House and Land, containing 16A. 2R. 21P.	Thomas Kesterton - -	45 0 0	Agreement for Lease.
Ditto, Slip of Ground in the Village of Sutton, fronting the High Road.	Thomas Kesterton - -	15 0 0	Agreement for Lease.
Ditto, Building Ground, containing 15A. 3R. 33P.	Thomas Kesterton - -	64 0 0	Agreement for Lease.
Ditto, Arable Field - -	George Ferrige - -	10 0 0	Yearly Tenant.
CAVERSHAM IN THE COUNTY OF OXFORD.			
Farm House and Land at Kidmore End, containing 38A. 1R. 7P.	Edward Lailey - -	45 0 0	Yearly Tenant.

Marshall's Charity Act, 1855.

Situation of Property.	Tenants Names.	Annual Rental.	Holding.
GRANTHAM IN THE COUNTY OF LINCOLN.			
Message on the East Side of High Street.	George Wilcox -	£ . s. d. 25 0 0	Lease.
Annuity charged on an Estate in Green Walk, Christchurch, Surrey, applicable for Bread for the Poor of Christchurch Parish.	John Bilke -	4 0 0	
Annuity charged on an Estate in Green Walk aforesaid, applicable for Bread for the Poor of Christchurch Parish.	Henry Minshaw's Executors.	1 0 0	
For an Encroachment on the Frontage of the Churchyard at Christchurch.	Board of Highways for Christchurch Parish.	0 0 6	
WANDSWORTH, SURREY.			
The Great Tithes - - -	Commutated at - -	525 0 0	
CAVERSHAM, OXFORD.			
The Tithes, both great and small, upon certain Lands of the estimated Quantity 522A. OR. 25P., the Tithes on Part of which Lands belonging to the Trust Estate, and which are let to E. Lailey, have been commuted at the Sum of £16. a Year, and are included in Lailey's Rent. The Tithes on other Part of said Lands have been commuted at Invested in the Public Funds, £7,000 3 per Cent. Consols.	- - - -	100 0 0	
£2,500 Consols - - -	In the Names of Richard Hotham Pigeon, George Corbett, Peter Davey jun., and Richard Gullett Whitfield.	210 0 0	
	In the Names of Richard Gullett Whitfield, Peter Davey, and George Corbett.	75 0 0	
£1,000 Reduced 3 per Cents. -	In the Names of Richard Gullett Whitfield, Peter Davey, and George Corbett.	30 0 0	

Marshall's Charity Act, 1855.

Cash in the Hands of the Trustees, being the Balance at the Bankers on the 25th Day of February 1854, £938 1s. 3d.

Cash in the Hands of the Clerk to the said Trustees, to answer the weekly Expenses, £65 17s. 2d.

PROPERTY BELONGING TO THE TRUST ESTATE NOT PRODUCING
INCOME.

The Parish Church of Christchurch, Blackfriars Road, in the County of Surrey.

The Advowson and Right of Patronage of the said Church.

A Part of the Churchyard belonging to the said Church.

The Burial Fees, if any, arising from such Part of the Burial Ground of Christchurch, Blackfriars, as belongs to the Trustees, are receivable by them, but are, under the Act of 22 & 23 Charles II. exclusively applicable towards the Repairs of the Church and Chancel, and the Churchyard Walls.

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