

or enforcing Payment thereof, shall be extended and applied to the Contracts of Composition continued under this Act, to all Intents and Purposes, as if the same had been herein repeated and re-enacted.

except in Cases where Parties shall give Notice to determine the same on the 5th April 1842.

II. Provided always, and be it enacted, That this Act shall not extend to the Contract or Composition of any Person who shall be desirous of determining the same on the Fifth Day of *April* One thousand eight hundred and forty-two, and who shall on or before the Tenth Day of *October* One thousand eight hundred and forty-one give Notice thereof in Writing to the Assessor or Collector of the Parish or Place, or to the Surveyor acting in the Execution of the Acts relating to the Duties of Assessed Taxes for the District in which such Composition shall be payable.

C A P. XXVII.

An Act to enable Her Majesty's Commissioners of Woods to complete the Contract for the Sale of *York House*, and to purchase certain Lands for a Royal Park. [21st June 1841.]

Lease to the Duke of York, 26th Oct. 1810.

WHEREAS by Indenture or Letters Patent under the Seal of the Court of Exchequer, bearing Date the Twenty-sixth Day of *October* One thousand eight hundred and ten, and made between His Majesty King *George* the Third of the one Part, and His Royal Highness *Frederick* Duke of *York* and *Albany*, deceased, of the other Part, all that Ground enclosed with Brick Walls, theretofore Part of His Majesty's Park called *Saint James's Park*, and lying and being in or near the Parish of *Saint Martin-in-the-Fields* in the County of *Middlesex*, therein particularly mentioned, together with the Messuage and Buildings erected on Part thereof, and all that Piece or Parcel of Ground being Part of His Majesty's said Park, called the *Green Park*, therein also particularly mentioned, were demised unto the said Duke of *York* for the Terms and under the Rents in the said Indenture mentioned: And

Mortgage, 14th Nov. 1811.

whereas by an Indenture bearing Date the Fourteenth Day of *November* One thousand eight hundred and eleven, and made between the said Duke of *York* of the one Part, and *Charles Greenwood*, *Richard Henry Cox*, and *Charles Hammersley* of the other Part, the said Hereditaments demised by the said Lease were assigned by the said Duke of *York* unto the said *Charles Greenwood*, *Richard Henry Cox*, and *Charles Hammersley* for the Residue of the said Terms by the said Indenture of Lease granted, subject to a Proviso for Redemption thereof upon Transfer and Payment by the said Duke of *York*, his Heirs, Executors, or Administrators, to the Person or Persons, his, her, or their Heirs, Executors, Administrators, or Assigns, to whom as Principals or Securities the said *Charles Greenwood*, *Richard Henry Cox*, and *Charles Hammersley* were then bound or otherwise liable for the Transfer or Payment of any Principal Sums on account of the said Duke of *York*, of all such Principal Sums as aforesaid, and of the Dividends and Interest to become due thereon, and also upon the said Duke of *York*, his Heirs, Executors, or Administrators, indemnifying the said *Charles Greenwood*, *Richard Henry Cox*, and *Charles Hammersley* as therein mentioned, and also upon Payment or Transfer by the said Duke of *York*, his Heirs, Executors, or Administrators, into the Names of the said *Charles Greenwood*, *Richard Henry Cox*, and *Charles Hammersley*, of all such Sums or Dividends as the said *Charles Greenwood*, *Richard Henry Cox*, and *Charles Hammersley* should at any Time thereafter, in consequence of their Liability, be called upon to transfer or pay, and should have actually transferred or paid, and also upon Payment by the said Duke of *York* to the said *Charles Greenwood*, *Richard Henry Cox*, and *Charles Hammersley* of all such Sums of Money as were then or might thereafter become due and owing from the said Duke of *York* to the said *Charles Greenwood*, *Richard Henry Cox*, and *Charles Hammersley*,

Lease to the Duke of York, 4th May 1824.

with Interest for the same respectively after the Rate and as therein mentioned: And whereas by another Indenture of Lease bearing Date the Fourth Day of *May* One thousand eight hundred and twenty-four, and made between His Majesty King *George* the Fourth of the First Part, the then Commissioners of His Majesty's Woods, Forests, and Land Revenues of the Second Part, and the said Duke of *York* of the Third Part, firstly, all that Piece of Ground situate, lying, and being in or near the Parish of *Saint Martin-in-the-Fields* aforesaid, and on the South Side of a certain Place called the *Stable Yard*, within *Saint James's Palace*, and other the Hereditaments therein particularly mentioned; secondly, all that Piece or Parcel of Ground situate, lying, and being in or near the said Parish of *Saint Martin-in-the-Fields* aforesaid, on the East Side of the *Green Park* aforesaid, abutting and containing as in the said Indenture is mentioned, together with the Buildings thereon; thirdly, all that Piece or Parcel of Ground theretofore Part of the *Green Park* aforesaid, then lately enclosed from the said Park with Iron Rails, and then forming Part of the Garden of *York House*, situate, lying, and being on the East Side of the said Park, and within or near the said Parish of *Saint Martin-in-the-Fields*, abutting and containing as therein is mentioned (except as in the said Indenture is mentioned), were demised unto the said Duke of *York*, from the Tenth Day of *October* One thousand eight hundred and twenty-three, for the Term of Eighty-two and a Half Years, at the yearly Rents, and subject to the several Covenants, Provisoes, and Agreements thereby and therein reserved and contained:

Mortgage, 3d July 1824.

And whereas by an Indenture bearing Date the Third Day of *July* One thousand eight hundred and twenty-four, and made between the said Duke of *York* of the one Part, and the said *Charles Greenwood*, *Richard Henry Cox*, and *Charles Hammersley* of the other Part, the said Hereditaments demised by the aforesaid Indenture of Lease of the Fourth Day of *May* One thousand eight hundred and twenty-four were assigned by the said Duke to the said *Charles Greenwood*, *Richard Henry Cox*, and *Charles Hammersley* for the Residue then to come of the said Term of Eighty-two Years and a Half, for the further securing to the said *Charles Greenwood*, *Richard Henry Cox*, and *Charles Hammersley*, their Executors, Administrators, and Assigns, the Sum and Sums of Money then

secured

secured or which might thereafter be secured under or by virtue of the herein-before recited Indenture of the Fourteenth Day of *November* One thousand eight hundred and eleven, and the Interest thereof, and also subject to such and the same Right, Title, and Equity of Redemption, in respect of the Ground, Buildings, and Premises therein-before mentioned to be thereby assigned, as the Capital Messuage and Premises comprised in the said Indenture of the Fourteenth Day of *November* One thousand eight hundred and eleven was then or at any Time thereafter should be subject to, under or by virtue of such last-mentioned Indenture: And whereas by an Indenture bearing Date the Seventeenth Day of *March* One thousand eight hundred and twenty-six, and made between the said Duke of *York* of the First Part, the said *Charles Greenwood, Richard Henry Cox, and Charles Hammersley* of the Second Part, *Charles Arbuthnot, William Dacres Adams, and Henry Dawkins*, the then Commissioners of His Majesty's Woods, Forests, and Land Revenues, of the Third Part, and His said Majesty King *George* the Fourth of the Fourth Part, it was witnessed, that in pursuance of the Agreement in that Behalf therein mentioned the said Duke of *York*, and the said *Charles Greenwood, Richard Henry Cox, and Charles Hammersley*, did surrender unto His Majesty all those several Pieces or Parcels of Ground, with the several Erections and Buildings thereon, therein-before particularly mentioned and described, and all and singular other the Premises comprised in and demised by the said herein-before recited Indentures of Lease, with their Appurtenances, to the Intent that a new Lease might be granted by the Commissioners for the Time being of His Majesty's Woods, Forests, and Land Revenues, on behalf of His Majesty, to the said Duke of *York*, of the said several Pieces or Parcels of Ground therein-before mentioned and described, with the Messuage or Dwelling House and other Buildings which had been then thereon erected, and together with a certain additional Piece of Ground and Premises therein mentioned; and it was by the Indenture now in recital agreed between the said Duke of *York* and the said *Charles Greenwood, Richard Henry Cox, and Charles Hammersley*, that it should be lawful for the said Duke of *York* to assign the said Indenture of Lease so intended to be granted, and the Premises therein comprised, for all or any Part of the Term of Ninety-nine Years, by way of Mortgage, to any Person or Persons whomsoever, for securing any Sum or Sums of Money not exceeding in the whole the Sum of Thirty thousand Pounds, with Interest for the same, and that in the meantime and until such Mortgage should be made and executed (and subject to such Mortgage after the same should be made and executed) the said intended Lease, and the Premises therein comprised, should stand, remain, and be a good and valid Second Mortgage and Security, and should be assigned unto the said *Charles Greenwood, Richard Henry Cox, and Charles Hammersley*, by way of Mortgage, for the Sum of Thirty thousand Pounds, Part of the Sum of Money therein mentioned to be then remaining due to them, with Interest for the same, as therein mentioned: And whereas by an Indenture of Lease bearing Date the Eighteenth Day of *March* One thousand eight hundred and twenty-six, and made between His said Majesty King *George* the Fourth of the First Part, the said *Charles Arbuthnot, William Dacres Adams, and Henry Dawkins*, as such Commissioners as aforesaid, of the Second Part, and the said Duke of *York* of the Third Part, all the said Ground and Premises mentioned and comprised in the several Indentures of Lease herein-before mentioned, and also the additional Piece of Ground by the Description therein mentioned, and the Messuage and other Buildings and Hereditaments therein also mentioned, (except and reserved as therein is mentioned,) were demised to the said Duke of *York*, his Executors, Administrators, and Assigns, from the Tenth Day of *October* One thousand eight hundred and twenty-five for the Term of Ninety-nine Years, at the yearly Rents and subject to the Covenants and Agreements therein reserved and contained, and on the Part of the Tenants or Lessees thereof to be observed and performed: And whereas by an Indenture bearing Date the Seventeenth Day of *May* One thousand eight hundred and twenty-six, and made or expressed to be made between the said Duke of *York* of the one Part and Sir *Coutts Trotter* Baronet and *Edward Marjoribanks* of the other Part, the said Piece or Parcel of Ground, Messuage or Tenement, and Premises comprised in and demised by the said Indenture of Lease of the Eighteenth Day of *March* One thousand eight hundred and twenty-six, were demised by the said Duke unto the said Sir *Coutts Trotter* and *Edward Marjoribanks*, their Executors, Administrators, and Assigns, from the Tenth Day of *October* One thousand eight hundred and twenty-five for the Term of Ninety-eight Years then next ensuing, subject nevertheless to a Proviso therein contained for Redemption of the said Hereditaments on Payment by the said Duke, his Heirs, Executors, or Administrators, unto the said Sir *Coutts Trotter* and *Edward Marjoribanks*, of the Sum of Thirty thousand Pounds, and Interest for the same after the Rate and on or at the Days and Times and in Manner therein mentioned: And whereas the said Duke of *York* signed a Memorandum in Writing, bearing Date the Tenth Day of *July* One thousand eight hundred and twenty-six, and thereby (after stating that the Lords Commissioners of His Majesty's Treasury had advanced him the Two several Sums of Ten thousand Pounds) did engage, upon Request, to execute a Security for those Two Sums on his House and Premises in the *Stable Yard*, payable at the End of Six Months from the Date thereof, with Interest at Five *per Centum*; and he did further agree, that in case their Lordships should pay off the existing Mortgage of Thirty thousand Pounds, and advance him the further Sums necessary to the Completion of his said House, and on Security thereof, that he would enter into an Engagement, in case he should be disposed to part with the same before the Money to be secured thereon should be paid off, but not otherwise, to give them the Option of purchasing, at a Valuation of Two indifferent Persons, One to be chosen by each Party; and also, that in case he should not pay off the Money so to be secured in his Lifetime, then that his Representatives should offer his said House and Premises to the said Lords Commissioners for Sale upon the same Terms: And whereas the

Surrender of
Leases, 17th
March 1826.

New Lease to
the Duke of
York, 18th
March 1826.

Mortgage,
17th May 1826.

Agreement,
10th July 1826.

' said Lords Commissioners advanced to the said Duke of *York* divers other Sums of Money, and for
 ' which Advances the said Duke of *York* signed Receipts, thereby acknowledging that he had received
 ' the same Sums respectively from the Lords Commissioners of His Majesty's Treasury on account of the
 ' Sum they had agreed to advance him for the Completion of his House in the *Stable Yard*, and for which
 ' he thereby acknowledged he was to give them Security thereon : And whereas the said Duke of *York*
 ' duly made and published his last Will and Testament in Writing, bearing Date on or about the Twenty-
 ' sixth Day of *December* One thousand eight hundred and twenty-six, and thereof appointed Sir *Herbert*
 ' *Taylor* and Sir *Benjamin Charles Stephenson* Executors ; and the said Duke died on the Fifth Day of
 ' *January* One thousand eight hundred and twenty-seven without having revoked or altered his said Will,
 ' which was proved by the said Sir *Herbert Taylor* and Sir *Benjamin Charles Stephenson* in the Prerogative
 ' Court of the Archbishop of *Canterbury* : And whereas no Assignment by way of Mortgage for securing
 ' the said last-mentioned Sum of Thirty thousand Pounds and Interest upon the said Mansion and Premises
 ' comprised in and demised by the herein-before recited Indenture of the Eighteenth Day of *March* One
 ' thousand eight hundred and twenty-six, pursuant to the Declaration for that Purpose contained in the
 ' herein-before recited Indenture of the Seventeenth Day of *March* One thousand eight hundred and
 ' twenty-six, was made to the said *Charles Greenwood*, *Richard Henry Cox*, and *Charles Hammersley*, or
 ' any of them : And whereas by an Indenture bearing Date the Thirty-first Day of *March* One thousand
 ' eight hundred and twenty-seven, and made between the said Sir *Coutts Trotter* and *Edward Marjoribanks*
 ' of the First Part, the said *Charles Arbuthnot*, *William Dacres Adams*, and *Henry Dawkins* of the Second
 ' Part, and the King's most Excellent Majesty of the Third Part, after reciting the herein-before recited
 ' Indenture of Lease of the Eighteenth Day of *March* One thousand eight hundred and twenty-six, and
 ' the herein-before recited Indenture of the Seventeenth Day of *May* One thousand eight hundred and
 ' twenty-six ; and that the said Principal Sum of Thirty thousand Pounds remained due upon the Security
 ' of the herein-before recited Indenture of Mortgage, with Interest for the same from the Day of the Date
 ' of the said Indenture of Mortgage, in consideration of the Sum of Thirty-one thousand one hundred and
 ' sixteen Pounds Nineteen Shillings and Eight-pence to the said Sir *Coutts Trotter* and *Edward Marjori-*
 ' *banks* paid by the said *Charles Arbuthnot*, *William Dacres Adams*, and *Henry Dawkins* out of the
 ' Monies in their Hands arising from the Land Revenues of the Crown, the said Sir *Coutts Trotter* and
 ' *Edward Marjoribanks* did assign unto the said *Charles Arbuthnot*, *William Dacres Adams*, and *Henry*
 ' *Dawkins*, their Executors, Administrators, and Assigns, the said Hereditaments comprised in and
 ' demised by the said Indenture of Mortgage of the Seventeenth Day of *May* One thousand eight hundred
 ' and twenty-six, unto the said *Charles Arbuthnot*, *William Dacres Adams*, and *Henry Dawkins*, their
 ' Executors, Administrators, and Assigns, for all the Residue of the said Term of Ninety-eight Years by
 ' the said Indenture of Mortgage granted therein as aforesaid, subject nevertheless to the same or the like
 ' Right and Benefit of Redemption as the said Premises were then subject to under or by virtue of the
 ' said Indenture of Mortgage ; and the said Sir *Coutts Trotter* and *Edward Marjoribanks* did also assign
 ' unto the said *Charles Arbuthnot*, *William Dacres Adams*, and *Henry Dawkins*, their Executors,
 ' Administrators, and Assigns, the said Sum of Thirty thousand Pounds, so secured to them by the said
 ' Indenture of Mortgage of the Seventeenth Day of *May* One thousand eight hundred and twenty-six,
 ' and all Interest then due and payable or to become due and payable for or in respect of the same, upon
 ' Trust for the King's Majesty, His Heirs and Successors : And whereas by a Warrant under the Hands
 ' of Three of the Commissioners of His Majesty's Treasury, bearing Date the Eleventh Day of *December*
 ' One thousand eight hundred and twenty-seven, directed to the Commissioners of His Majesty's Woods,
 ' Forests, and Land Revenues, the said Commissioners of the Treasury authorized and required the said
 ' Commissioners of Woods, Forests, and Land Revenues to purchase, at the Price of Eighty-one thousand
 ' nine hundred and thirteen Pounds, the aforesaid Crown Lease dated the Eighteenth Day of *March* One
 ' thousand eight hundred and twenty-six and the Premises in the said Lease comprised, and to cause the
 ' said Lease and Premises to be vested in a Trustee for His Majesty, in order that such Trustee might
 ' thereafter assign the said Lease and Premises as the Commissioners for the Time being of His Majesty's
 ' Treasury should direct : And whereas the said *Charles Arbuthnot*, *William Dacres Adams*, and *Henry*
 ' *Dawkins*, as such Commissioners as aforesaid, agreed with the said Sir *Herbert Taylor* and Sir *Benjamin*
 ' *Charles Stephenson* (as such Executors as aforesaid) for the Purchase of the said Premises comprised in and
 ' demised by the said Indenture of Lease of the Eighteenth Day of *March* One thousand eight hundred and
 ' twenty six, for the Sum of Eighty-one thousand nine hundred and thirteen Pounds, being the Value put
 ' upon the same Premises by Two Referees respectively appointed to value the same on the Part of the said
 ' Commissioners of His Majesty's Woods, Forests, and Land Revenues and of the said Executors of the said
 ' Duke of *York* : And whereas, on or about the Fourteenth Day of *February* One thousand eight hundred
 ' and twenty-eight, the said *Charles Arbuthnot*, *William Dacres Adams*, and *Henry Dawkins*, as such
 ' Commissioners as aforesaid, in obedience to a Warrant from the said Commissioners of the Treasury,
 ' contracted with the late Duke of *Sutherland* for Sale to him, for the Sum of Seventy-two thousand
 ' Pounds, of the said Mansion and Premises which had been so agreed to be purchased by them of the
 ' Executors of the said Duke of *York*, as from the Twenty-fifth Day of *March* One thousand eight
 ' hundred and twenty-eight : And whereas on or about the Thirty-first Day of *January* One thousand
 ' eight hundred and twenty-seven the said *Charles Greenwood*, *Richard Henry Cox*, and *Charles Ham-*
 ' *mersley* filed their Bill in the High Court of Chancery on behalf of themselves and all other the Creditors
 ' of the said Duke of *York* who should come in and contribute to the Expence of the said Suit against the
 ' said Sir *Herbert Taylor* and Sir *Benjamin Charles Stephenson* (as such Executors as aforesaid), and
 ' against

Will, 26th De-
cember 1826.

Death,
5th Jan. 1827.

Assignment
of Mortgage,
31st March
1827.

Treasury War-
rant, 11th Dec.
1827.

Contract of
Sale, 14th Feb.
1828.

Bill in Chan-
cery, 31st Jan-
1827.

' against Her Royal Highness the Princess *Sophia*, the said *Charles Greenwood*, *Richard Henry Cox*,
 ' and *Charles Hammersley* thereby claiming to be paid out of the Personal Estate of the said Duke of
 ' *York* (amongst other Sums) the said Sum of Thirty thousand Pounds, which was so due and owing to
 ' them the said *Charles Greenwood*, *Richard Henry Cox*, and *Charles Hammersley* at the Time of the
 ' Decease of the said Duke of *York*, as herein-before is recited, with an Arrear of Interest thereon: And
 ' whereas a Decree hath been made in the said Suit for taking the usual Accounts of the Estate and
 ' Effects of the said Duke of *York*, and the said Suit is still pending: And whereas the said *Charles*
 ' *Greenwood* departed this Life or or about the Twenty-fifth Day of *January* One thousand eight hundred
 ' and thirty-two, having duly made and published his last Will and Testament in Writing, bearing Date
 ' on or about the Twenty-sixth Day of *November* One thousand eight hundred and thirty, whereby he
 ' appointed the said *Charles Hammersley* the sole Executor thereof; and the same was duly proved by the
 ' said *Charles Hammersley* in the Prerogative Court of the Archbishop of *Canterbury* on the Third Day
 ' of *March* One thousand eight hundred and thirty-two: And whereas, before filing of the Bill in
 ' Chancery next herein-after recited, the Right and Interest of the said *Charles Greenwood* in and to the
 ' said Sum of Thirty thousand Pounds and Interest secured to the said *Charles Greenwood*, *Richard*
 ' *Henry Cox*, and *Charles Hammersley* as aforesaid, and the said Security for the same, became vested in
 ' the said *Richard Henry Cox* and *Charles Hammersley*, as surviving Partners of the said *Charles Green-*
 ' *wood*: And whereas on or about the Ninth Day of *February* One thousand eight hundred and thirty-
 ' two the said *Richard Henry Cox* and *Charles Hammersley* filed another Bill in the High Court of
 ' Chancery against the said *Charles Arbuthnot*, *William Dacres Adams*, and *Henry Dawkins*, *Sir Herbert*
 ' *Taylor*, and *Sir Benjamin Charles Stephenson*, the said Duke of *Sutherland*, and His Majesty's Attorney
 ' General, in order that it might be declared that by virtue of the Declaration to that Effect contained in
 ' the said Indenture of the Seventeenth Day of *March* One thousand eight hundred and twenty-six the
 ' said Sum of Thirty thousand Pounds and Interest so due to the said *Richard Henry Cox* and *Charles*
 ' *Hammersley* as aforesaid was charged as a Second Mortgage or Security on the said Premises comprised
 ' in the said Indenture of Lease of the Eighteenth Day of *March* One thousand eight hundred and twenty-
 ' six for the Term thereby demised, and otherwise as therein mentioned: And whereas by a Decree made
 ' in the last-mentioned Cause by the Master of the Rolls on the Twenty-fifth Day of *July* One thousand
 ' eight hundred and thirty-four it was ordered, by the Consent of all Parties to the said Suit, and His
 ' Majesty's Attorney General, by his Counsel, informing the Court, amongst other Things, that the Lords
 ' Commissioners of His Majesty's Treasury, on behalf of His Majesty, were desirous of paying off the
 ' Principal, Interest, and Costs therein-after directed, upon the Terms and Conditions therein-after men-
 ' tioned, and to provide the necessary Funds for that Purpose, and had directed the Commissioners of His
 ' Majesty's Woods, Forests, Land Revenues, Works, and Buildings, on behalf of His Majesty, out of the
 ' Funds of that Department, to advance and pay the same accordingly, it was ordered that the Commis-
 ' sioners of His Majesty's Woods, Forests, Land Revenues, Works, and Buildings for the Time being, on
 ' behalf of His Majesty, should be at liberty to pay the Thirty thousand Pounds and Interest to the
 ' Plaintiffs in discharge of the Mortgage in the Pleadings mentioned: And whereas by an Indenture
 ' bearing Date the Eighteenth Day of *June* One thousand eight hundred and thirty-five, and made or
 ' expressed to be made between the said *Richard Henry Cox* and *Charles Hammersley* of the First Part,
 ' the said *Charles Hammersley* of the Second Part, *John William Baron Duncannon*, *Sir Benjamin*
 ' *Charles Stephenson*, and *Alexander Milne* of the Third Part, His Majesty's Attorney General of the
 ' Fourth Part, and the said *Sir Herbert Taylor* and *Sir Benjamin Charles Stephenson* of the Fifth Part,
 ' after reciting, amongst other Things, to the Effect herein-before recited, and that there was then due
 ' in respect of the Interest which had accrued on the said Sum of Thirty thousand Pounds, by the said
 ' Decree ordered to be paid as aforesaid, the Sum of Thirteen thousand eight hundred and seventy five
 ' Pounds, and which Sum of Thirteen thousand eight hundred and seventy-five Pounds and the said Sum of
 ' Thirty thousand Pounds amounted together to the Sum of Forty-three thousand eight hundred and seventy-
 ' five Pounds, and that in pursuance of the said Decree, and of such Direction of the said Lords Commis-
 ' sioners of His Majesty's Treasury as aforesaid, they the said *John William Baron Duncannon*, *Sir Benjamin*
 ' *Charles Stephenson*, and *Alexander Milne*. as such Commissioners as aforesaid, had, out of the Funds of the
 ' Crown in their Department, paid to the said *Richard Henry Cox* and *Charles Hammersley*, with the Privity
 ' and Approbation of the said *Charles Hammersley*, as such Executor as aforesaid, the Sum of Forty-three
 ' thousand eight hundred and seventy-five Pounds in full for all Monies due on the Security of the said In-
 ' denture of the Seventeenth Day of *March* One thousand eight hundred and twenty-six, it was by the said
 ' Indenture now in recital witnessed, that in obedience to the said Decree the said *Richard Henry Cox* and
 ' *Charles Hammersley*. by the Direction of the Attorney General, did assign unto the said *John William Baron*
 ' *Duncannon*, *Sir Benjamin Charles Stephenson*, and *Alexander Milne* the said Principal Sum of Thirty
 ' thousand Pounds so secured by the Declaration contained in the said Indenture of the Seventeenth
 ' Day of *March* One thousand eight hundred and twenty-six, and all Interest then due or thereafter to
 ' become due thereon, in Trust for the King's Majesty, His Heirs and Successors, and did also assign
 ' unto the said *John William Baron Duncannon*, *Sir Benjamin Charles Stephenson*, and *Alexander*
 ' *Milne* the said Mansion and Premises comprised in the said Indenture of the Eighteenth Day of *March*
 ' One thousand eight hundred and twenty-six, for all the Term of Years, Estate, and Interest to which,
 ' under or by virtue of the said Indenture of the Seventeenth Day of *March* One thousand eight
 ' hundred and twenty-six, or otherwise, the said *Richard Henry Cox* and *Charles Hammersley* were
 ' entitled therein, subject to the said Indenture of Mortgage to the said *Sir Coultts Trotter* and *Edward*
 ' *Marjoribanks*,

Death of Mr.
Greenwood,
25th Jan. 1832.

Bill in Chan-
cery, 9th Feb.
1832.

Decree,
25th July 1834.

Assignment,
18th June 1835.

‘ *Marjoribanks*, for securing the said Sum of Thirty thousand Pounds, and also subject to such Title and Equity of Redemption as the said Premises were then subject or liable to under or by virtue of the said Indenture of the Seventeenth Day of *March* One thousand eight hundred and twenty-six, in Trust for the King’s Majesty, His Heirs and Successors: And whereas no Part of the several Sums of Money advanced by the Commissioners of the Treasury to the said Duke of *York*, or which were advanced for the Purpose of paying off the said Mortgages or Charges as aforesaid, has yet been paid: And whereas the said Sir *Herbert Taylor* and the said Sir *Benjamin Charles Stephenson* have both departed this Life: And whereas the said late Duke of *Sutherland* by his Will (which was duly proved in the Prerogative Court of *Canterbury*), after certain specific Bequests, gave all his residuary Personal Estate to his Son *George Granville* now Duke and Earl of *Sutherland*, and appointed him sole Executor of his said Will: And whereas no Account hath been agreed on between the personal Representatives of the said Duke of *York* and the Crown of the Monies due from the Estate of the said Duke of *York* in respect of the Rent of the said Leasehold Premises, and for the Principal Monies and Interest advanced by the Crown to the said Duke of *York*, and for the paying off the said Mortgages or Charges as aforesaid, and for the Principal Monies and Interest payable by the Crown to the personal Representatives of the Duke of *York* under the aforesaid Contract, for the Purchase of the aforesaid Crown Lease of the Eighteenth Day of *March* One thousand eight hundred and twenty-six, so agreed to be purchased for the Sum of Eighty-one thousand nine hundred and thirteen Pounds, and the Accounts between the personal Representatives of the said Duke of *York* and the Crown cannot be finally adjusted until the said Accounts shall have been taken, under the Sanction of the Court of Chancery in the said first-mentioned Suit: And whereas in the said Contract so entered into with the said late Duke of *Sutherland* it was agreed that until the said Contract should be completed the said Sum of Seventy-two thousand Pounds should be invested in the Purchase of Exchequer Bills on the Account and for the Benefit of the Crown, and that the said late Duke of *Sutherland* should be let into Possession of the said Capital Messuage and Hereditaments comprised in the said Lease, and accordingly the said Sum of Seventy-two thousand Pounds was so invested, and the late Duke of *Sutherland* was thereupon let into the Possession of the said Capital Messuage and Premises: And whereas by reason of the said Accounts between the Crown and the personal Representatives of the said Duke of *York* not having been adjusted the said Contract for the Purchase of the aforesaid Lease, and the Sale thereof in pursuance of the said Contract of the Fourteenth Day of *February* One thousand eight hundred and twenty-eight, cannot now be completed, but on the Part of the Crown a large Balance is claimed to be due to the Crown, after making Allowance for all Monies due from the Crown to the Estate of the said Duke of *York*: And whereas it is expedient that the said Contract for the Sale of the said Leasehold Mansion and Premises so entered into with the late Duke of *Sutherland* should be forthwith completed, and that the Monies to arise from the Sale of the Exchequer Bills wherein the said Sum of Seventy-two thousand Pounds was invested, and all Accumulations thereof, should be applicable, as after mentioned, to the Purchase of certain Lands for a Royal Park: Now therefore may it please Your Majesty that it may be enacted; and be it enacted by the Queen’s most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall be lawful for Her Majesty’s Commissioners of Woods, Forests, Land Revenues, Works, and Buildings for the Time being, by the Direction of the Lord High Treasurer or the Commissioners for executing the Office of Lord High Treasurer of the United Kingdom of *Great Britain* and *Ireland*, or any Three or more of them, for the Time being, to complete the said Contract so entered into with the said late Duke of *Sutherland*, and for that Purpose to assign unto the said *George Granville* now Duke and Earl of *Sutherland*, as such Executor as aforesaid of the said late Duke of *Sutherland*, or unto other the personal Representative or Representatives of the said late Duke of *Sutherland* for the Time being, the said Capital Messuage or Tenement and other the Hereditaments and Premises comprised in the aforesaid Crown Lease of the Eighteenth Day of *March* One thousand eight hundred and twenty-six, for all the Residue which shall be to come of the Term of Ninety nine Years thereby created, subject to the Payment of the Rent and Observance and Performance of the Covenants and Agreements in the same Indenture of Lease reserved and contained, and on the Part of the Lessee to be paid, observed, and performed, as from the said Twenty-fifth Day of *March* One thousand eight hundred and twenty-eight, but freed and discharged from all Estate, Right, Interest, Lien, Claim, or Demand therein or thereupon by the personal Representative or personal Representatives for the Time being of the said Duke of *York*, or any Person or Persons interested or to be interested in the Administration of his Estate and Effects, on receiving the said Exchequer Bills, and all Accumulations thereon, and all Exchequer Bills wherein the same may have been invested; and the Acknowledgments of Her said Majesty’s Commissioners of Woods, Forests, Land Revenues, Works, and Buildings of the Receipt of the said Exchequer Bills and Monies shall be a sufficient Discharge to the said *George Granville* Duke and Earl of *Sutherland*, his Executors, Administrators, or Assigns, or other the personal Representative or Representatives of the said late Duke of *Sutherland*, to whom the said Premises shall be assigned, and also to all and every Persons and Person in whose Possession, Custody, or Power the said Exchequer Bills and Monies are or shall be.

Commissioners of Woods may assign the Lease of York House to the Duke of *Sutherland*.

Assignment by Trust.

II. And be it enacted, That it shall be lawful for all Persons in whom the said Messuage or Tenement and Premises comprised in the said Crown Lease of the Eighteenth Day of *March* One thousand eight hundred and twenty-six, or any Parts thereof, or any Interest therein, are or is or shall be vested, in Trust for the Crown, and they and he are and is hereby directed and required, to join in any Assignment of the said

said Crown Lease, as Her Majesty's Commissioners of Woods, Forests, Land Revenues, Works, and Buildings shall order or direct; and that after such Assignment by the said Commissioners, and by such Trustees or Trustee for the Crown as aforesaid, and without any Assignment by the personal Representative or personal Representatives of the said Duke of York, the said Capital Messuage and Premises shall be absolutely vested at Law and in Equity in the said Duke of Sutherland, or other the Person or Persons to whom the said Capital Messuage and Hereditaments shall be so assigned by the said Commissioners as aforesaid, for all the Residue which shall be to come of the said Term of Ninety-nine Years created by the said Indenture of Lease of the Eighteenth Day of March One thousand eight hundred and twenty-six, freed from all Claim and Demand whatsoever of or by the personal Representative or personal Representatives of the said Duke of York, or of or by any Persons or Person interested or to be interested in the Administration of the Estate and Effects of the said Duke of York, and also freed and discharged from all Claims and Demands whatsoever of Her Majesty, Her Heirs and Successors (other than and in respect of the Rent, Covenants, Provisoies, or Agreements in the said Indenture of Lease reserved and contained, and on the Tenant's or Lessee's Part to be paid and performed, from and subsequent to the said Twenty-fifth Day of March One thousand eight hundred and twenty-eight): Provided nevertheless, that notwithstanding any such Assignment so to be made to the said George Granville now Duke and Earl of Sutherland, or other the personal Representative or Representatives of the said late Duke of Sutherland as aforesaid, or any thing herein contained, the Rights or Interests of Her Majesty, Her Heirs or Successors, as against the Estate and Effects of the said Duke of York, and any Lien or Charge for the Payment of any Monies which are due or may ultimately be found due from the Estate and Effects of the said Duke of York, on taking such Accounts as aforesaid, shall in all respects (except as against the said George Granville Duke and Earl of Sutherland, or other the Person or Persons to whom such Assignment as aforesaid shall be made, and his, her, or their Executors, Administrators, or Assigns,) remain as if the said Assignment had not been made; and that the said Assignment so to be made as aforesaid shall not (except as against the said George Granville Duke and Earl of Sutherland, or other the Person or Persons to whom such Assignment as aforesaid shall be made, and his, her, or their Executors, Administrators, and Assigns) in anywise prejudice the Rights or Interests of the personal Representative or personal Representatives of the said Duke of York, or of any Person or Persons interested or to be interested in the Administration of the Estate and Effects of the said Duke of York, to any Monies which may be due from Her Majesty under the aforesaid Contract for the Purchase of the said Crown Lease; and that all Monies, if any, which may on a Balance of Accounts be found due from Her Majesty, Her Heirs or Successors, to the Estate of the said Duke of York, shall be no longer charged and chargeable on the aforesaid Crown Lease of the Eighteenth Day of March One thousand eight hundred and twenty-six, or the Messuage and Premises thereby demised, or any Part thereof, but all such Monies (if any) shall be chargeable and charged on the other Hereditary Land Revenue of the Crown, and shall be paid by Her Majesty's Commissioners of Woods, Forests, Land Revenues, Works, and Buildings out of any Monies which may from Time to Time be at their Disposal; and that as regards the said Accounts between the Crown and the Estate of the said Duke of York, the same shall be taken and adjusted in all respects as if the said Crown Lease had not been assigned in pursuance of the Provisions of this Act, and as if this Act had not passed.

III. And be it enacted, That Her Majesty's Commissioners of Woods, Forests, Land Revenues, Works, and Buildings for the Time being may, by the Direction of the Lord High Treasurer, or the Commissioners for executing the Office of Lord High Treasurer, or any Three or more of them, for the Time being, lay out all or any Part of the Money to arise from the Sale of the said Exchequer Bills to be received as aforesaid on the Assignment of the said Messuage and Hereditaments to be assigned as aforesaid in the Purchase of certain Lands or Hereditaments containing about Two hundred and ninety Acres, with the several Houses and Buildings thereon, situate in the Parishes of *Saint John Hackney*, *Saint Matthew Bethnal Green*, and *Saint Mary Stratford-le-Bow*, or some or One of them, bounded on or towards the South-east by the *Stour* Navigation otherwise *Sir George Duckett's Canal*; on or toward the North-east by a Lane or Road called "*The Old Ford Lane, or Wick Lane*;" on or towards the North by *Hackney Wick*; on or towards the North-west by *Grove Street Lane* and *Grove Street, Valentine Corner*, and by Lands belonging to *Sir John Cass's Charity* and *Saint Thomas's Hospital*; on or towards the West by Lands late the Property of *Nathaniel Fenn*, *John Scott*, and others, and by the *Regent's Canal*; and including also a Piece or Parcel of Ground, with certain Erections and Buildings thereon, situate on or towards the South or South-west Side of the *Regent's Canal*, and called or known by the Name of *Bonnors Hall Field*; and such Lands and Hereditaments, when purchased, shall be conveyed and assured to Her Majesty, Her Heirs and Successors, and when so conveyed shall for ever thereafter be taken and be a Royal Park, by the Name of "*Victoria Park*," and Part and Parcel of the Possessions and Land Revenues of Her Majesty in right of the Crown; and all Laws, Provisions, and Regulations now in force or hereafter to be in force with respect to Royal Parks shall be taken to extend and apply to such Park, except that Her Majesty's Commissioners of Woods, Forests, Land Revenues, Works, and Buildings for the Time being may, in such Manner as by Law is provided with regard to the Hereditary Revenues of the Crown (not being Royal Parks), lease any Part of the said Royal Park, not exceeding in the whole One Fourth Part, for the Purposes of the same being used as Sites for Dwelling Houses or ornamental Buildings, and the Offices and Gardens thereto to be annexed; and that all and whatsoever the Powers and Provisions with regard to Leases to be granted by Her Majesty's Commissioners of Woods, Forests, Land Revenues, Works,

Purchase of
Lands for a
Royal Park in
Parishes of
Hackney, &c.

and Buildings, of the Hereditary Revenues of the Crown, shall extend to such Part or Parts of the said Park so to be leased as aforesaid.

For laying out, planting, &c. the Park.

IV. And be it enacted, That the said Commissioners of Woods, Forests, Land Revenues, Works, and Buildings may, by and out of the aforesaid Monies, by such Direction as is before mentioned with regard to such Purchase as aforesaid, lay out, plant, and enclose the said Park, and build any Lodge or Lodges or other ornamental Buildings therein, and in such Manner as they shall think fit, and may cause any of the Buildings which shall be on the Hereditaments so to be purchased to be pulled down, and apply the Produce of the Sale of the Materials in any of the Purposes aforesaid.

Application of Surplus.

V. And be it enacted, That as regards the Surplus of any Monies to arise from the said Exchequer Bills, and which may not be applied for the Purposes aforesaid, the same shall be applied in the same Manner as Monies arising from the Income of the Land Revenues of the Crown are by Law applicable.

Powers of 10 G. 4. c. 50. and 2 & 3 W. 4. c. 1. extended to this Act.

VI. And be it enacted, That all and singular the Powers and Provisions for enabling incapacitated Persons and Bodies Politic or Corporate to sell and convey to Her Majesty, Her Heirs and Successors, and the Provisions as to the Exemptions from Stamp Duty, which are contained or referred to in and by an Act passed in the Tenth Year of the Reign of His Majesty King George the Fourth, intituled *An Act to consolidate and amend the Laws relating to the Management and Improvement of His Majesty's Woods, Forests, Parks, and Chases; of the Land Revenue of the Crown within the Survey of the Exchequer in England; and of the Land Revenue of the Crown in Ireland; and for extending certain Provisions relating to the same to the Isles of Man and Alderney*, or in and by another Act passed in the Second Year of the Reign of His late Majesty King William the Fourth, intituled *An Act for uniting the Office of the Surveyor General of His Majesty's Works and Public Buildings with the Office of the Commissioners of His Majesty's Woods, Forests, and Land Revenues; and for other Purposes relating to the Land Revenues*, or any of them, shall be taken to extend and apply to any Lands or Hereditaments which it may be necessary to purchase or lease under the Powers of this Act, and to all Deeds, Agreements, or other Contracts whatsoever which may be made in pursuance of the Powers of this Act.

C A P. XXVIII.

An Act to prevent Plaintiffs in certain frivolous Actions from obtaining their full Costs of Suit.

[21st June 1841.]

3 & 4 Vict. c. 24.

‘ **W**HEREAS by an Act passed in the last Session of Parliament, intituled *An Act to repeal Part of an Act of the Forty-third Year of the Reign of Queen Elizabeth, intituled ‘ An Act to avoid trifling and frivolous Suits in Law in Her Majesty's Courts in Westminster, and of an Act of the Twenty-second and Twenty-third Year of the Reign of King Charles the Second, intituled ‘ An Act for laying Impositions on Proceedings at Law ;’ and to make further Provisions in lieu thereof*, the said Act of the Forty-third of *Elizabeth*, so far as it relates to Costs in Actions of Trespass or Trespass on the Case, and so much of the said Act of the Twenty-second and Twenty-third of *Charles* the Second as relates to Costs in personal Actions, was repealed: And whereas it is expedient to remove all Doubt whether Plaintiffs in Actions which had been commenced, and wherein Verdicts had been returned before the passing of the said Act of the last Session for less Damages than Forty Shillings, may not still be entitled to their full Costs of Suit, contrary to the manifest Intention of the same;’ be it therefore enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the said Act of the last Session shall be and is hereby repealed, so far as the same repeals or may be deemed to repeal the said Statute of the Forty-third of *Elizabeth* or the said Statute of the Twenty-second and Twenty-third of *Charles* the Second, in respect to Actions wherein Verdicts had been returned before the passing of the said Act of the last Session.

Repeal of 3 & 4 Vict. c. 24. as to Actions wherein Verdicts had been returned before it passed.

Plaintiff's Costs in case of a Verdict for less than 40s.

II. And be it enacted, and it is hereby enacted and declared, That no Plaintiff who had before the passing of the said Act of last Session obtained a Verdict for a less Amount of Damages than Forty Shillings shall now be entitled to full Costs, unless he was so entitled immediately before the passing of the said Act of last Session: Provided nevertheless, that if any such Plaintiff shall have proceeded, since the passing of the said last-mentioned Act, and before the Third Day of *May* One thousand eight hundred and forty-one, to tax his full Costs on any such Verdict so obtained for less than Forty Shillings, nothing in this Act contained shall deprive such Plaintiff of any Remedy thereon which he may now have for the Recovery thereof; but it shall be lawful for such Court or Judge, on the Application of any Defendant in such Action, to stay all the Proceedings on such Application, upon Payment of such Costs as such Court or Judge shall think fit.

C A P. XXIX.

An Act for granting to Her Majesty, until the Fifth Day of *July* One thousand eight hundred and forty-two, certain Duties on Sugar imported into the United Kingdom, for the Service of the Year One thousand eight hundred and forty-one.

[21st June 1841.]

[This Act is the same, except as to Dates, as 3 & 4 Vict. c. 23.]