ANNO QUINQUAGESIMO TERTIO

GEORGII III. REGIS.

Cap. 98.

An Act for enabling the Principal and Scholars of *Brazen Nose College*, *Oxford*, to sell the Manor and Farm of *Gennings Court*, *Kent*, to Sir *John Gregory Shaw*, Baronet, and to apply the Money thence arising in the Purchase of other Estates to be settled to the same Uses. [21st *May* 1813.]

WHEREAS the Principal and Scholars of the *Kings Hall* and *College* of *Brazen Nose* in *Oxford*, are seised to them and their Successors for ever of the Manor or reputed Manor of *Gennings Court*, and of a Farm and Lands containing Sixty-one Acres and Twenty-six Perches, or thereabouts, with Two Barns and some other Out-buildings thereon, situate in *Yalding*, *West Paringent*, and *Nettlesteed*, or in one of them in the County of *Kent*, and more particularly mentioned and described in the Schedule to this Act annexed, subject to a Lease of the said Farm and Lands from the said Principal and Scholars to Sir *John Gregory Shaw*, of *Kenward*, in the said County of *Kent*, Baronet, for Twenty-one Years, from *Michaelmas* One thousand eight hundred and twelve, at and under the yearly Rent of Thirty-five Shillings and Five-pence in Money, and One Quarter and One Bushel of Whea, and Two Quarters and a Half a Bushel of Malt, payable to the said Principal and Scholars, and their Successors, and certain Exceptions, Covenants, and Conditions in the said Lease contained: And whereas the said Farm and Lands lie very near the Freehold Mansion-house of the said Sir *John*

Gregory Shaw at *Kenward*, in the County of *Kent*, and contiguous to his Freehold Lands, and Part of the ſaid College Eſtate is intermixed with or cloſe adjoins to the Ornamental or Pleaſure Ground, belonging to and occupied with the ſaid Manſion: And whereas the ſaid Manor, or reputed Manor, Farm, Lands, and Hereditaments in the ſaid County of *Kent*, lie at a great and inconvenient Diſtance from *Brazen Noſe College*, and ſeparate and apart from and unconnected with any other Property of the ſaid College: It would therefore be advantageous and deſirable to the ſaid Principal and Scholars to ſell and diſpoſe of the ſame, and they have accordingly had the ſaid Manor or reputed Manor, Farm, Lands, and Hereditaments lately ſurveyed by *William Phelps*, (a Land Surveyor) who has eſtimated the ſame with the Timber thereon, to be worth the Sum of Four thouſand three hundred and twenty-three Pounds, Twelve Shillings, and Six-pence, ſubject to the ſaid Leaſe: And whereas, by Articles of Agreement indented and concluded upon the Firſt Day of *January*, in the Year of our Lord One thouſand eight hundred and thirteen, between the ſaid Principal and Scholars of the one Part, and the ſaid Sir *John Gregory Shaw* of the other Part, the ſaid Principal and Scholars for themſelves and their Succeſſors, did, as far as they could and lawfully might, covenant and agree with the ſaid Sir *John Gregory Shaw*, his Heirs and Aſſigns, that in Conſideration of the Sum of Four thouſand three hundred and twenty-three Pounds, Twelve Shillings, and Sixpence of lawful Money of Great Britain, to be paid to the ſaid Principal and Scholars, or their Succeſſors by the ſaid Sir *John Gregory Shaw*, his Heirs, Executors, or Adminiſtrators, as hereinafter mentioned, they the ſaid Principal and Scholars or their Succeſſors would well and effectually convey and aſſure, or cauſe to be conveyed and aſſured unto and to the Uſe of the ſaid Sir *John Gregory Shaw*, his Heirs and Aſſigns, or unto ſuch other Perſon or Perſons, and to ſuch uſes as he or they ſhould in that Behalf nominate, direct, or appoint, the Fee-ſimple and Inheritance in Poſſeſſion, free from Incumbrances, except the preſent ſubſiſting Leaſe to the ſaid Sir *John Gregory Shaw*, as therein and hereinbefore is mentioned, of and in the ſaid Manor or reputed Manor of *Gennings Court*, and of and in the ſaid Farm and Lands, containing Sixty-one Acres, and Twenty-ſix Perches or thereabouts, with the Two Barns and other Out-buildings, and all Timber ſtanding and being thereon, with all Appurtenances thereunto belonging or appertaining, ſituate in *Yalding*, *Weſt Paringent*, and *Nettleſteed* aforeſaid, or in one of them in the ſaid County of *Kent*, and alſo that the ſaid Principal and Scholars, or their Succeſſors, ſhould and would for effectuating the Purpoſes aforeſaid, forthwith apply for an Act of Parliament at the proper Coſts and Charges of the ſaid Sir *John Gregory Shaw*, his Heirs, Executors, or Adminiſtrators; and the ſaid Sir *John Gregory Shaw*, for himſelf, his Heirs, Executors, and Adminiſtrators, did thereby covenant with the ſaid Principal and Scholars, and their Succeſſors, that he the ſaid Sir *John Gregory Shaw*, his Heirs, Executors, or Adminiſtrators would, upon the obtaining ſuch Act of Parliament, well and truly pay, or cauſe to be paid unto the ſaid Principal and Scholars, or their Succeſſors, the Sum of Four thouſand three hundred and twenty-three Pounds Twelve Shillings and Sixpence of lawful Money of Great Britain, for the Purchaſe of the ſaid Manor, or reputed Manor, Farm, Lands, and Hereditaments therein and hereinbefore deſcribed, and Timber thereon; and it was thereby further agreed between the ſaid Parties thereto, that all the Coſts, Charges, and Expences attending,

ing, or in anywiſe incidental to the preparing and obtaining the ſaid Act of Parliament, and of preparing and executing theſe Preſents, ſhould be paid and borne by the ſaid Sir *John Gregory Shaw*, his Heirs, Executors, or Adminiſtrators: And whereas the ſaid Contract or Agreement, although beneficial to the ſaid Principal and Scholars and their Succeſſors, cannot be carried into Effect, without the Aid and Authority of Parliament: Wherefore Your Majeſty's moſt dutiful and loyal Subjects, the ſaid Principal and Scholars of the *King's Hall* and *College*, of *Brazen Noſe*, in *Oxford*, on behalf of themſelves and their Succeſſors, and alſo the ſaid Sir *John Gregory Shaw*, do moſt humbly beſeech Your Majeſty, That it may be enacted, and be it enacted by the King's moſt Excellent Majeſty, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That from and immediately after the ſaid Sum of Four thouſand three hundred and twenty-three Pounds Twelve Shillings and Sixpence, ſhall be paid by the ſaid Sir *John Gregory Shaw*, his Heirs, Executors, Adminiſtrators, or Aſſigns into the Bank of *England*, in Manner hereinafter directed, and after ſuch Receipt ſhall be given as hereinafter is directed to be given for the ſame, the Fee-ſimple and Inheritance free from Incumbrances of, and in the ſaid Manor or reputed Manor, Farm, Lands, and Hereditaments ſituate in *Yalding*, *Weſt Paringent*, and *Nettleſteed* aforeſaid, or one of them, in the ſaid County of *Kent*, with all Timber and Appurtenances thereunto belonging or appertaining, and which are particularly mentioned and deſcribed in the Schedule annexed to this Act, ſhall be and become abſolutely veſted in and ſettled upon the ſaid Sir *John Gregory Shaw*, his Heirs and Aſſigns, to the only proper Uſe and Behoof of him the ſaid Sir *John Gregory Shaw*, his Heirs and Aſſigns, for ever freed, diſcharged, and abſolutely acquitted and exonerated of and from all Eſtate, Right, and Intereſt whatſoever of the ſaid Principal and Scholars, and their Succeſſors of, in, and to the ſame, and of and from all and every Uſes, Truſts, Intents, and Purpoſes whatſoever ſubject to which the ſaid Principal and Scholars are now ſeiſed to them, and their Succeſſors of and in the ſaid Manor or reputed Manor, Farm, Lands, and Hereditaments.

Premiſes on Payment of Money and Receipt given, to be veſted in Sir John Gregory Shaw in fee.

II. And be it further enacted, That the ſaid Sum of Four thouſand three hundred and twenty-three Pounds, Twelve Shillings, and Six-pence, ſhall be paid by the ſaid Sir *John Gregory Shaw*, his Heirs, Executors, Adminiſtrators, or Aſſigns, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there *ex parte* Sir *John Gregory Shaw*, purſuant to the Method preſcribed by the Act of the Twelfth Year of the Reign of King *George* the Firſt, Chapter Thirty-ſecond, and the General Orders of the ſaid Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-fourth; and that the Certificate or Certificates to be given by the ſaid Accountant General, together with the Receipt and Receipts of the Caſhier of the Bank of *England*, to be thereto annexed and therewith filed in the Regiſter Office of the ſaid Court of Chancery, of the Payment into the Bank by the ſaid Sir *John Gregory Shaw*, his Heirs, Executors, Adminiſtrators, or Aſſigns, of the ſaid Sum of Four thouſand three hundred and twenty-three Pounds Twelve Shillings and Sixpence, ſhall, from Time to Time, and at all Times thereafter, be deemed

Receipt of the Caſhier to a ſufficient

deemed and taken to be a good and ſufficient Diſcharge to the ſaid Sir *John Gregory Shaw*, his Heirs, Executors, Adminiſtrators, and Aſſigns, for the ſaid Sum; and that upon the filing ſuch Certificate and Receipt of the Caſhier of the Bank as aforeſaid, the ſaid Sir *John Gregory Shaw*, his Heirs, Executors, Adminiſtrators, and Aſſigns, ſhall be and are hereby abſolutely acquitted and diſcharged of and from the ſame, and every Part thereof, and ſhall not be anſwerable for any Loſs, Miſapplication, or Non-application, of the ſaid Sum of Four thouſand three hundred and twenty-three Pounds Twelve Shillings and Sixpence, or any Part thereof.

Purchaſe Money to be laid out in Lands.

III. And be it further enacted, That the ſaid Sum of Four thouſand three hundred and twenty-three Pounds, Twelve Shillings, and Six-pence ſhall, with all convenient Speed, be laid out and inveſted under and ſubject to the Directions of His Majeſty's High Court of Chancery, in purſuance of an Order or Orders for that Purpoſe, to be obtained upon Notice or Petition, in a ſummary Way, by the ſaid Principal and Scholars and their Succeſſors, in the Purchaſe of Freehold Manors, Meſſuages, Farms, Lands, Tenements, or Hereditaments, to be ſituate in England; and that upon and immediately after making ſuch Purchaſe or Purchaſes, all and ſingular the Manors and other Hereditaments which ſhall be ſo purchaſed as aforeſaid, ſhall be accordingly conveyed and aſſured unto and to the Uſe of the Principal and Scholars, of the *King's Hall* and *College* of *Brazen Noſe* in *Oxford*, and their Succeſſors for ever.

Until Purchaſes, Money to be laid out in Navy Bills.

IV. And be it further enacted, That until ſuch Purchaſe ſhall be made as aforeſaid, the ſaid Sum of Four thouſand three hundred and twenty-three Pounds Twelve Shillings and Six-pence, and Intereſt ſhall be laid out by the ſaid Accountant General in the Purchaſe of Navy or Victualling, or Tranſport or Exchequer Bills, and the Intereſt ariſing from the Bills ſo to be purchaſed, and the Monies received for the ſame, as they ſhall be reſpectively paid off by Government, ſhall be laid out in the Name of the ſaid Accountant General in the Purchaſe of other Navy or Victualling or Tranſport Bills, or Exchequer Bills: Provided, that it ſhall and may be lawful for the ſaid Court of Chancery to make ſuch general Order or Orders, or Special Order or Orders if neceſſary, that whenſoever the Exchequer Bills of the Date of thoſe in the Hands of the ſaid Accountant-General ſhall be in the Courſe of Payment by Government, and new Exchequer Bills ſhall be iſſued, ſuch new Exchequer Bills may be received in Exchange for thoſe which are in the Courſe of Payment, as ſhall be effectual for enabling ſuch Receipt in Exchange, and that in that Event the Intereſt of the old Bills ſhall be laid out as before directed, with reſpect to the Intereſt whereon the Bills are paid off, all which ſaid Navy, Victualling, Tranſport, and Exchequer Bills ſhall be depoſited in the Bank in the Name of the ſaid Accountant General, and ſhall there remain until a proper Purchaſe or Purchaſes ſhall be found and approved of as hereinbefore directed, and until the ſame ſhall upon a Petition ſetting forth ſuch Approbation to be preferred to the ſaid Court of Chancery in a ſummary Way, by the ſaid Principal and Scholars, and their Succeſſors, be ordered to be ſold by the ſaid Accountant General, for the compleating ſuch Purchaſe, in ſuch Manner, as the ſaid Court ſhall think juſt and direct.

V. Pro-

Leaſes to be made for the beſt Rent.

V. Provided always, and be it further enacted, That no Demiſe or Demiſes, Leaſe or Leaſes, ſhall be made by the ſaid Principal and Scholars of the *King's Hall* and *College* of *Brazen Noſe* in *Oxford* or their Succeſſors, of all or any Part of the Manors, Meſſuages, Farms, Lands, Tenements, or Hereditaments, to be purchaſed by virtue of the Proviſions of this Act for any Term exceeding Twenty-one Years, in Poſſeſſion and not in Reverſion; and every ſuch Demiſe and Leaſe ſhall be made at the beſt improved Rent or Rents, payable half-yearly or oftener, which can or may be obtained for the ſame Manors, Meſſuages, Farms, Lands, Tenements, or Hereditaments, without taking any Fine, Premium, or Foregift for the ſame; and that every Demiſe or Leaſe which ſhall be made of any ſuch Manors, Farms, Lands, Tenements, or Hereditaments, contrary to the Proviſions aforeſaid, ſhall be abſolutely null and void to all Intents and Purpoſes whatſoever, and ſhall not in any Manner bind or oblige the Principal and Scholars making the ſame, or any of them or their Succeſſors, or the Perſons or Perſon, Body Politic or Corporate, to whom any ſuch Demiſe or Leaſe ſhall be made, their or any of their Heirs, Executors, Adminiſtrators, or Succeſſors, in any Manner whatſoever.

Intereſt and Rents to accumulate for Seven Years.

VI. And be it further enacted, That all the Money to be received for Intereſt of Navy, Victualling, Tranſport, or Exchequer Bills, under the Proviſions of this Act, for the Term of Seven Years, to be computed from *Michaelmas* One thouſand eight hundred and twelve; and alſo all the Rents and Profits of any Manors, Meſſuages, Lands, Tenements, or Hereditaments, to be purchaſed in the mean Time under the Authority of this Act, which ſhall accrue and become due before the Expiration of the ſaid Term of Seven Years, ſhall be applied together with the ſaid Sum of Four thouſand three hundred and twenty-three Pounds Twelve Shillings and Sixpence, in the Purchaſe of the like Manors, Meſſuages, Lands, Tenements, and Hereditaments, to be conveyed and aſſured in the like Manner, and for ſuch Purpoſe all ſuch Rents and Profits ſhall be paid into the Bank of *England*, in the ſame Manner, and placed to the ſame Account and applied in like Manner as hereinbefore directed, with reſpect to the ſaid Sum of Four thouſand three hundred and twenty-three Pounds, Twelve Shillings, and Six-pence, and the Navy, Victualling, Tranſport, and Exchequer Bills, to be purchaſed therewith and the Intereſt thereof.

Coſts of Act to be paid by Sir John Gregory Shaw.

VII. And be it further enacted, That all the Coſts, Charges, and Expences of applying for, and obtaining, and paſſing of this Act ſhall be paid and borne by the ſaid Sir *John Gregory Shaw*, his Heirs, Executors, Adminiſtrators, or Aſſigns, and that no Part of any ſuch Coſts, Charges, and Expences ſhall be paid by the ſaid Principal and Scholars, or their Succeſſors, or by and out of the ſaid Sum of Four thouſand three hundred and twenty-three Pounds, Twelve Shillings, and Six-pence, or any Intereſt, Dividends, or Proceed thereof.

Coſts of Application to the Court of Chancery, &c. to be paid by the

VIII. Provided always, and be it further enacted, That it ſhall and may be lawful for the High Court of Chancery, from Time to Time, to make ſuch an Order as that Court ſhall think fit, for taxing all Coſts, Charges, and Expences which ſhall be incurred in making the ſeveral Applications to the ſaid Court of Chancery, in purſuance hereof, and in veſting all or any of

Principal and Scholars.

of the Monies which under this Act ſhall be paid into the Bank of *England*, in the Purchaſe of Lands and Hereditaments, according to the Directions herein contained; and alſo from Time to Time to make an Order, if to the ſame Court it ſhall ſeem fit, for Payment of all ſuch laſt-mentioned Coſts, Charges, and Expences out of the Money ſo to be paid into the Bank as aforeſaid, or out of the Money ariſing by ſale of the Navy, Victualling, Tranſport, or Exchequer Bills ſo to be purchaſed as aforeſaid.

Saving.

IX. Saving always unto the King's moſt Excellent Majeſty, his Heirs and Succeſſors, and to all and every Perſon and Perſons, Bodies Politic and Corporate, his, her, and their Heirs, Succeſſors, Executors, and Adminiſtrators, (other than and except the ſaid Principal and Scholars, and their Succeſſors), all ſuch Eſtate, Right, Title, Intereſt, Claim, and Demand of, and in, to, or out of the ſaid Manor, or reputed Manor, Farm, Lands, and Hereditaments, or any Part or Parts thereof, as they or any of them had before the making of this Act, or could, or might have had, held, or enjoyed in caſe this Act had not been made.

Evidence Clauſe.

X. And be it further enacted, That this Act ſhall be printed by the ſeveral Printers to the King's moſt Excellent Majeſty, duly authorized to print the Statutes of the United Kingdom, and that a Copy thereof, ſo printed by any of them, ſhall be admitted as Evidence thereof, by all Judges, Juſtices, and others.

The

THE SCHEDULE.

THE Manor, or reputed Manor of *Genning's-court*, and Thirty-three Shillings Rent in *Yalding*, *West Paringent*, and *Nettlesteed*, or in one of them, in the County of *Kent*, together with the following Lands and Buildings in *Yalding*.

Letter on Map.	Names of the Fields.	State.	Quantities.	Value per Acre.	Annual Value.
			A. R. P.	s.	£. s. d.
A	Fourteen-Acre Field	Arable	14 0 3	42	54 1 0
B	Twelve Acre Field	Ditto	11 2 35		
C	Three-Acre Field	Ditto	2 3 18	60	22 16 9
D	Stack-Yard Field	Ditto	3 3 24		
E	———	Ditto	0 3 16		
F	Old-House Field	Ditto	4 2 11	65	23 11 0
G	———	Ditto	1 2 26		
H	———	Ditto	0 2 0		
I	———	Ditto	0 2 0		
K	Lawn Field	Pasture	6 0 0	84	25 4 0
L	Middle Field	Meadow	7 0 2	90	65 11 6
M	Medway Meadow	Meadow	6 0 0		
N	Round Acre	Meadow	1 2 11		
	Total Quantity		61 0 26		
	A Hay Barn, Corn Barn, Three Cow Sheds, Two other Buildings, and Three Pig-sties				5 0 0
	Total - - - -				£196 4 3
	Value of the Timber - -				£275 11 6

WM. PHELPS.

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