ANNO QUINQUAGESIMO TERTIO

GEORGII III. REGIS.

Cap. 193.

An Act for ſubſtituting and appointing a new Truſtee in the Place or Stead of *Francis Lucius Auſten* Eſquire, for the Purpoſes of the Settlement made upon the Marriage of *William John Campion* Eſquire with *Jane Auſten* Spinſter, now the Wife of the ſaid *William John Campion*; and alſo of the Will and Codicil of *Henry Courthope Campion* Eſquire, deceaſed, ſo far as reſpects the Freehold and Copyhold or Cuſtomary Eſtates thereby reſpectively deviſed to the Uſes or upon the Truſts of the ſaid Settlement, and for veſting the Truſt Eſtates accordingly. [2d *July* 1813.]

Indentures of Leaſe and Releaſe, 19 and 20 Dec. 1796.

WHEREAS by Indentures of Leaſe and Releaſe, bearing Date reſpectively on or about the Nineteenth and Twentieth Days of *December* in the Year One thouſand ſeven hundred and ninety-ſix, the Releaſe being of Six Parts, and made between *Henry Courthope Campion*, then of *Danny*, in the Pariſh of *Hurſtperpoint*, in the County of *Suſſex*, Eſquire, ſince deceaſed, of the Firſt Part; *William John Campion* of the ſame Place, Eſquire, (therein deſcribed as the only Son and Heir Apparent of the ſaid *Henry Courthope Campion*,) of the Second Part; *Francis Motley Auſten* of *Sevenoaks*, in the County of *Kent*, Eſquire, and *Jane Auſten* of the ſame Place, Spinſter, (One of the Daughters of the ſaid *Francis Motley Auſten*, of the Third Part; Sir

Gilbert Heathcote of *Normanton*, in the County of *Rutland*, Baronet, and *Francis Lucius Auſten* of *Sevenoaks* aforeſaid, Eſquire, Brother of the ſaid *Jane Auſten*, of the Fourth Part; *John Auſten* of *Sevenoaks* aforeſaid, Eſquire, and *John Cole* of *Sprivers*, in the Pariſh of *Horſemanden*, in the ſaid County of *Kent*, Eſquire, of the Fifth Part; and *Multon Lambard* of *Sevenoaks* aforeſaid, Eſquire, and *George Courthope* the younger of the *Middle Temple*, *London*, Eſquire, of the Sixth Part, (being the Settlement made previous to and in Contemplation of the Marriage then intended and ſoon afterwards had between the ſaid *William John Campion* and *Jane Auſten*); in Conſideration of the ſaid intended Marriage, and for other Conſiderations therein expreſſed, the ſaid *Henry Courthope Campion* and *William John Campion* did grant, bargain, ſell, alien, releaſe, and confirm unto the ſaid Sir *Gilbert Heathcote* and *Francis Lucius Auſten*, and their Heirs, divers Manors, Capital and other Meſſuages, Farms, Lands, Tithes, Tenements, and Hereditaments, ſituate, lying, ariſing, and being in the ſeveral Counties of *Suſſex* and *Eſſex*, and in the ſeveral Pariſhes of *Cranbrook*, *Hawkhurſt*, *Frittenden*, and *Biddenden*, in the County of *Kent*, and in divers other Pariſhes or Places in the ſaid County of *Kent*, with their and every of their Rights, Members, and Appurtenances, to hold the ſame unto the ſaid Sir *Gilbert Heathcoate* and *Francis Lucius Auſten*, and their Heirs, to the Uſes following (after the Solemnization of the ſaid intended Marriage); that is to ſay, as to, for and concerning the ſaid Meſſuages, Farms, Lands, Tithes, Tenements, and Hereditaments therein-before mentioned to be thereby granted and releaſed, and deſcribed to be reſpectively ſituate and being in the ſaid County of *Suſſex*, and in the ſeveral Pariſhes of *Cranbrook*, *Hawkhurſt*, *Frittenden*, and *Biddenden*, in the ſaid County of *Kent*, to the Uſe of the ſaid *Henry Courthope Campion*, and his Aſſigns for his Life, without Impeachment of Waſte; with Remainder to the Uſe of the ſaid Sir *Gilbert Heathcote* and *Francis Lucius Auſten*, and their Heirs, for and during the Life of the ſaid *Henry Courthope Campion*, upon Truſt to preſerve contingent Remainders; and as to, for, and concerning the ſame Meſſuages, Farms, Lands, Tithes, Tenements, and Hereditaments after the Deceaſe of the ſaid *Henry Courthope Campion*; and alſo as to all and ſingular other the Manors, Meſſuages, Farms, Lands, Tithes, Tenements, and Hereditaments thereby granted and releaſed from and immediately after the Solemnization of the ſaid then intended Marriage, to the Uſe of the ſaid *William John Campion*, and his Aſſigns, for his Life, without Impeachment of Waſte; with Remainder to the Uſe of the ſaid Sir *Gilbert Heathcote* and *Francis Lucius Auſten*, and their Heirs, during the Life of the ſaid *William John Campion*, in Truſt to preſerve contingent Remainders; with Remainder to the Uſe and Intent that the ſaid *Jane Auſten*, and her Aſſigns, in caſe ſhe ſhould happen to ſurvive the ſaid *William John Campion*, ſhould yearly and every Year during her Life have and take out of the ſaid Manors, Meſſuages, Farms, Lands, Tithes, Tenements, and Hereditaments, One Annuity or yearly Rent-charge of Six hundred Pounds, payable Quarterly as therein mentioned, by Way of Jointure, and in Bar of Dower, with ſuch Remedies of Diſtreſs, and Entry and Perception of Rents and Profits for enforcing Payment thereof, as in the ſaid Indenture mentioned; with Remainder to the Uſe of the ſaid *John Auſten* and *John Cole*, and their Executors, Adminiſtrators, and Aſſigns, for the Term of One hundred Years, to be computed from the Death of the ſaid *William John Campion*, without Impeachment of Waſte, for more effectually ſecuring

ſecuring the ſaid Annuity or yearly Rent-charge; with Remainder to the Uſe of the ſaid *Multon Lambard* and *George Courthope*, and their Executors, Adminiſtrators, and Aſſigns, for the Term of Five hundred Years, without Impeachment of Waſte, to commence from the Day of the Death of the ſaid *William John Campion*, upon Truſt for raiſing Portions for the Daughters and younger Sons of the ſaid then intended Marriage; with Remainder to the Uſe of the Firſt and other Sons of the Body of the ſaid *William John Campion*, ſucceſſively in Tail Male; with Remainder to the Uſe of the Firſt and other Daughters of the Body of the ſaid *William John Campion*, ſucceſſively in Tail Mail; with Remainder, after certain Uſes, Truſts, and Eſtates which are determined by the Death of the ſaid *Henry Courthope Campion*, to the Uſe of *Bridget Campion* of *Danny* aforeſaid, Spinſter, the only Daughter of the ſaid *Henry Courthope Campion*, and her Aſſigns, for her Life, without Impeachment of Waſte; with Remainder to the Uſe of the ſaid Sir *Gilbert Heathcote* and *Francis Lucius Auſten*, and their Heirs, during the Life of the ſaid *Bridget Campion*, upon Truſt to preſerve contingent Remainders; with Remainder to the Uſe of the Firſt and other Sons of the Body of the ſaid *Bridget Campion* ſucceſſively in Tail Male; with Remainder to the Uſe of the Firſt and other Daughters of the Body of the ſaid *Bridget Campion* ſucceſſively in Tail Male; with Remainder to the Uſe of *William Campion* of *Lewes*, in the ſaid County of *Suſſex*, Eſquire, (Brother of the ſaid *Henry Courthope Campion*,) and his Aſſigns, for and during the Term of his natural Life, without Impeachment of Waſte; with Remainder to the Uſe of the ſaid Sir *Gilbert Heathcote* and *Francis Lucius Auſten*, and their Heirs, during the Life of the ſaid *William Campion*, upon Truſt to preſerve contingent Remainders; with Remainder to the Uſe of *Henry Campion* of *Lewes* aforeſaid, Eſquire, (the Firſt and eldeſt Son of the ſaid *William Campion*,) in Tail Male; with Remainder to the Uſe of *William Henry Campion*, then an Infant, (the Second Son of the ſaid *William Campion*,) in Tail Male; with Remainder to the Uſe of the Third and other Sons of the Body of the ſaid *William Campion* ſucceſſively in Tail Male; with Remainder to the Uſe of *Edward Campion* of *Chicheſter*, in the ſaid County of *Suſſex*, Eſquire, (the other Brother of the ſaid *Henry Courthope Campion*,) and his Aſſigns, for his Life, without Impeachment of Waſte; with Remainder to the Uſe of the ſaid Sir *Gilbert Heathcote* and *Francis Lucius Auſten*, and their Heirs, during the Life of the ſaid *Edward Campion*, upon Truſt to preſerve contingent Remainders; with Remainder to the Uſe of the Firſt and other Sons of the Body of the ſaid *Edward Campion* in Tail Male; with Remainder to the Uſe of the ſaid *William John Campion*, his Heirs and Aſſigns for ever: And it was by the ſaid Indenture of Releaſe and Settlement (amongſt other Powers and Proviſoes therein contained) provided and declared that it ſhould and might be lawful to and for the ſaid Sir *Gilbert Heathcote* and *Francis Lucius Auſten*, and the Survivor of them, and the Heirs of ſuch Survivor, at any Time or Times during the Life of ſuch of them the ſaid *Henry Courthope Campion*, *William John Campion*, *Bridget Campion*, *William Campion*, and *Edward Campion*, as ſhould for the Time being be entitled in Poſſeſſion to the ſaid Manors, Meſſuages, Farms, Lands, Tithes, Tenements, Hereditaments, and Premiſes therein-before mentioned to be thereby granted and releaſed, or any Part thereof, under or by virtue of the Limitations therein-before contained, (at the Requeſt and by and with the Direction of ſuch of them the ſaid *Henry Courthope Campion*, *William*

William John Campion, *Bridget Campion*, *William Campion*, and *Edward Campion*, as ſhould for the Time being be entitled in Poſſeſſion to the ſame Manors, Meſſuages, Farms, Lands, Tithes, Tenements, Hereditaments, and Premiſes, ſuch Requeſt and Direction to be ſignified by any Writing under his or her Hand and Seal, and to be atteſted by Two or more credible Witneſſes,) to make ſale and diſpoſe of, or to convey in Exchange, for or in lieu of other Lands or Hereditaments to be ſituate ſomewhere in that Part of *Great Britain* called *England*, all or any Part of the Manors, Meſſuages, Farms, Lands, Tithes, Tenements, Hereditaments, and Premiſes therein-before granted and releaſed, to any Perſon or Perſons, for ſuch Price or Prices in Money, or for ſuch other Equivalent in Lands or Hereditaments, as to them the ſaid Sir *Gilbert Heathcote* and *Francis Lucius Auſten*, or the Survivor of them, or his Heirs, ſhould ſeem reaſonable, and upon Payment of the Money ariſing by the Sale of the ſaid Premiſes, or any Part thereof, to ſign and give Receipts for the Money for which the ſame ſhould be ſold, which Receipts ſhould be ſufficient Diſcharges to any Purchaſer or Purchaſers for the Purchaſe Money for which the ſame ſhould be ſo ſold, or for ſo much thereof as in ſuch Receipt ſhould be acknowledged to be received; and that ſuch Purchaſer or Purchaſers ſhould not afterwards be anſwerable or accountable for any Loſs, Miſapplication, or Non-application of any of ſuch Purchaſe Money; and when any of the ſame Premiſes ſhould be ſo ſold for a valuable Conſideration in Money, and ſuch Receipt ſhould be given for the Purchaſe Money as aforeſaid, and alſo when any of the ſaid Premiſes ſhould be diſpoſed of or conveyed in Exchange for and in lieu of any other ſuch Lands and Hereditaments, and the Fee Simple and Inheritance of ſuch laſt-mentioned Lands and Hereditaments ſhould be well veſted in them the ſaid Sir *Gilbert Heathcote* and *Francis Lucius Auſten*, or the Survivor of them, or in the Heirs of ſuch Survivor, all and every or ſuch of the ſaid Manors, Meſſuages, Farms, Lands, Tithes, Tenements, Hereditaments, and Premiſes as ſhould be ſo ſold, diſpoſed of or conveyed, ſhould be and remain for ever thenceforth freed and abſolutely diſcharged of and from all and every the Uſes, Eſtates, Truſts, Terms, Charges, Declarations, Proviſoes, Powers, and Agreements in and by the ſame Indenture of Releaſe and Settlement limited, raiſed, created, expreſſed, and declared touching or concerning the ſame; and from thenceforth the ſaid Indenture of Releaſe and Settlement, and the Grant and Releaſe therein-before contained to them the ſaid Sir *Gilbert Heathcote* and *Francis Lucius Auſten*, and their Heirs, ſhould be and enure, as to ſo much of the ſaid Premiſes as ſhould be ſo reſpectively ſold, diſpoſed of, or conveyed to the only Uſe and Behoof of ſuch Purchaſer or Purchaſers, or of ſuch other Perſon or Perſons to whom the ſame ſhould be ſo reſpectively ſold, diſpoſed of or conveyed, and of his and their Heirs reſpectively for ever, ſubject only to ſuch Leaſes as ſhould have been made purſuant to the Power therein-before for that Purpoſe contained: And it was thereby declared, that when all or any Part of the ſaid Premiſes thereby made ſaleable as aforeſaid ſhould be ſold in purſuance of the ſaid Indenture of Releaſe and Settlement, all and every the Sum and Sums of Money which ſhould ariſe by ſuch Sale or Sales ſhould, with all convenient Speed, be inveſted in the Purchaſe of other Manors, Meſſuages, Lands, or Hereditaments in Fee Simple in Poſſeſſion, in that Part of *Great Britain* called *England*, of a clear and indefeaſible Eſtate of Inheritance, whereof not above One-fourth Part in any one Purchaſe

ſhould be Copyhold, of as good Value as the Premiſes which ſhould have been ſo ſold as aforeſaid; and that as well the Manors, Lands, and Hereditaments ſo to be purchaſed, as all and every the Manors, Lands, or Hereditaments which ſhould be veſted in the ſaid Sir *Gilbert Heathcote* and *Francis Lucius Auſten*, or the Survivor of them, or in the Heirs of ſuch Survivor, by Way of or in Exchange for or in lieu of all or any Part of the Premiſes thereby made ſaleable or exchangeable as aforeſaid, ſhould be ſettled and conveyed to ſuch and the ſame Uſes, and upon ſuch and the ſame Truſts, and for ſuch and the ſame Ends, Intents, and Purpoſes, and under and ſubject to ſuch and the ſame Proviſoes, Powers, Conditions, and Agreements as were therein-before limited, expreſſed, and declared of and concerning the ſaid Manors, Meſſuages, Farms, Lands, Tithes, Tenements, Hereditaments, and Premiſes thereby made ſaleable and exchangeable as aforeſaid, or as near thereto as the Death of Parties and other Contingencies would then admit of: And it was thereby further agreed and declared, that until the Money ariſing by ſuch Sale or Sales as aforeſaid ſhould be inveſted in a Purchaſe or Purchaſes in the Manner therein-before directed, it ſhould and might be lawful to and for the ſaid Sir *Gilbert Heathcote* and *Francis Lucius Auſten*, and the Survivor of them, and the Executors, Adminiſtrators, and Aſſigns of ſuch Survivor, to place out ſuch Sum or Sums of Money at Intereſt, either in the Public Stocks or Funds, or upon Real Securities, and to call in the Principal Money ſo placed out, or make ſale of the Securities whereupon or wherein the ſame ſhould be inveſted, and to place out the Money ariſing by ſuch Sale or Sales, or ſo to be called in again at Intereſt, on ſuch new or other Securities, or in ſuch other Funds as he or they ſhould think proper; and that the Intereſt, Dividends, Profits, and annual Produce ariſing from ſuch Stocks, Funds or Securities, ſhould go and be paid to ſuch Perſon and Perſons, and be applied to and for ſuch Uſes, Intents, and Purpoſes, and in ſuch Manner as the Rents and Profits of the Manors, Lands or Hereditaments, to be purchaſed therewith would go or be payable, or applicable unto, in caſe ſuch Purchaſe or Purchaſes was or were then made: And it was by the ſaid Indenture of Releaſe and Settlement further witneſſed, that the ſaid *Henry Courthope Campion* did, for the Conſideration therein mentioned, grant, bargain, ſell, alien, releaſe, and confirm unto the ſaid Sir *Gilbert Heathcote* and *Francis Lucius Auſten*, and to their Heirs, a Meſſuage and Farm, with the Lands and Appurtenances thereunto belonging, called *Randall's* otherwiſe *Randolfe's Fee*, containing Sixty Acres more or leſs, and a Barn, Farm, and Lands, containing One hundred and thirty-three Acres more or leſs, formerly Parcel or reputed Parcel of the Demeſnes of the Manor of *Hurſtperpoint*, all which Meſſuage, Lands, and Premiſes are therein mentioned to be ſituate in the Pariſh of *Hurſtperpoint*, in the County of *Suſſex* aforeſaid, and to have been purchaſed by the ſaid *Henry Courthope Campion*, from *John Burry* and *Henry Burry*, with the Appurtenances, to hold the ſame laſt-mentioned Meſſuage, Farms, Lands, Tenements, and Hereditaments unto the ſaid Sir *Gilbert Heathcote* and *Francis Lucius Auſten*, and their Heirs and Aſſigns, (after the Solemnization of the ſaid intended Marriage,) to ſuch Uſes, upon ſuch Truſts, for ſuch Intents and Purpoſes, and with and under and ſubject to ſuch Powers, Proviſoes, Limitations, Declarations, and Agreements, as were in and by the ſaid Indenture of Releaſe and Settlement limited and declared of and concerning the ſaid Meſ-

ſuage, Farms, Lands, Tithes, Tenements, and Hereditaments firſt therein-before mentioned to be thereby granted and releaſed, and to be ſituate or ariſing in the ſaid County of *Suſſex*, and in the ſeveral Pariſhes of *Cranbrooke*, *Hawkhurſt*, *Frittenden* and *Biddenden*, in the ſaid County of *Kent*, but ſo as not to double or increaſe any Proviſion by Way of Rent or annual Sum or Sums in Groſs therein-before mentioned, or in purſuance thereof to be limited, charged or made: And it was by the ſaid Indenture of Releaſe and Settlement further witneſſed, that for the Conſiderations therein mentioned the ſaid *Henry Courthope Campion* did covenant and agree to and with the ſaid Sir *Gilbert Heathcote* and *Francis Lucius Auſten*, and each of them, and their and each of their Heirs, Executors, Adminiſtrators, and Aſſigns, that he the ſaid *Henry Courthope Campion*, or his Heirs, would within One Calendar Month from the Date of the ſaid Indenture of Releaſe and Settlement duly ſurrender into the Hands of the Lord or Lady of the Manor of *Hurſtperpoint*, in the ſaid County of *Suſſex*, ſeveral Pieces or Parcels of Cuſtomary Land, Arable, Meadow, and Paſture, containing by Eſtimation Twenty Acres more or leſs, with the Appurtenances, lying in the Pariſh of *Hurſtperpoint* aforeſaid, called *Parcel of Hatches*; and alſo a Stable, and a certain Piece or Parcel of Cuſtomary Ground thereunto belonging, with the Appurtenances, containing in Length from North to South Forty Feet, and from Eaſt to Weſt Fifteen Feet, ſituate, lying, and being at the Church Green in the ſaid Pariſh of *Hurſtperpoint*, to the Uſe of the ſaid *Francis Lucius Auſten*, and his Heirs, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Powers, Proviſoes, Limitations, Declarations, and Agreements, as would beſt and neareſt correſpond and agree with the Uſes, Truſts, Intents and Purpoſes, Powers, Proviſoes, Declarations, Limitations, and Agreements therein limited and declared of and concerning the ſaid Meſſuages, Farms, Lands, Tithes, Tenements, and Hereditaments therein-before mentioned to be thereby granted and releaſed, and to be ſituate or ariſing in the ſaid County of *Suſſex*, and in the ſaid ſeveral Pariſhes of *Cranbrook*, *Hawkhurſt*, *Frittenden*, and *Biddenden*, in the ſaid County of *Kent*, ſo far as might be, and the different Nature of the Tenure of the ſaid Eſtates and the Rules of Law and Equity would permit, but ſo as not to double or increaſe any Proviſion by way of Rent or annual Sum or Sums in Groſs therein-before mentioned, or in purſuance thereof to be limited, charged or made: And it was by the ſaid Indenture of Releaſe and Settlement further witneſſed, that for the Conſiderations therein mentioned the ſaid *William John Campion* did covenant and agree to and with the ſaid Sir *Gilbert Heathcote* and *Francis Lucius Auſten*, and each of them, their and each of their Heirs, Executors, Adminiſtrators, and Aſſigns, that he the ſaid *William John Campion*, or his Heirs, would within One Calendar Month from the Day of the Date of the ſaid Indenture of Releaſe and Settlement duly ſurrender into the Hands of the Lord or Lady of the ſaid Manor of *Hurſtperpoint* a Cuſtomary Meſſuage, Tenement, Garden, and Lands, called *Megram's Brook* otherwiſe *Margarett's Bank*, containing together Two Acres and Twenty-one Rods, late *Dodſon's*, and ſeveral Pieces or Parcels of Cuſtomary Land, called *Furzey Field*, containing Eight Acres, the *Long Croft*, containing Two Acres, the *Bull's Croft*, containing Two Acres, the *Weſt Croft*, containing Two Acres, and After-paſture in a certain Mead in *Hurſtperpoint*, called *Pryer's Mead*, formerly Parcel of *Maresford*, late *Pierce's*, to the Uſe of the ſaid *Francis Lucius*

Lucius Auſten, and his Heirs, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Powers, Proviſoes, Limitations, Declarations, and Agreements, as would beſt and neareſt correſpond with the Uſes, Truſts, Intents and Purpoſes, Powers, Proviſoes, Declarations, Limitations, and Agreements in and by the ſaid Indenture of Releaſe and Settlement limited and declared of and concerning the ſaid Meſſuages, Farms, Lands, Tithes, Tenements, and Hereditaments therein-before mentioned to be thereby granted and releaſed, and to be ſituate or ariſing in the ſaid County of *Suſſex*, and in the ſaid ſeveral Pariſhes of *Cranbrook*, *Hawkhurſt*, *Frittenden* and *Biddenden*, in the ſaid County of *Kent*, ſo far as the different Nature of the Tenure of the ſaid Eſtates and the Rules of Law and Equity would permit, but ſo as not to double or increaſe any Proviſion by way of Rent or annual Sum, or Sum in Groſs therein-before mentioned, or in purſuance thereof to be limited, charged or made: And it was by the ſaid Indenture of Releaſe and Settlement provided and declared, that in caſe the ſaid Sir *Gilbert Heathcote*, *Francis Lucius Auſten*, *John Auſten*, *John Cole*, *Multon Lambard*, and *George Courthope*, or any of them, ſhould happen to depart this Life before the Completion and Execution of the ſeveral Truſts thereby repoſed in them reſpectively, or in caſe any or either of them ſhould refuſe to act in or deſire to be diſcharged from the ſaid ſeveral Truſts, or any of them, and ſhould ſignify ſuch his or their Deſire in Writing to the ſaid *Henry Courthope Campion*, *William John Campion*, and *Jane Auſten*, during their joint Lives, or to the Survivors or Survivor of them during his, her, or their Lives or Life, and alſo to the others or other of the ſaid Truſtees of the ſaid ſeveral and reſpective Truſts, then that it ſhould and might be lawful to and for the ſaid *Henry Courthope Campion*, *William John Campion*, and *Jane Auſten*, during their joint Lives, and for the Survivors or Survivor of them during his, her, or their Lives or Life, together with the Survivors or Survivor, or others or other of the ſaid Truſtees of the ſaid ſeveral and reſpective Truſts, and for the Survivors or Survivor, or others or other of the ſaid Truſtees of the ſaid ſeveral Truſts, after the Deceaſe of the ſaid *Henry Courthope Campion*, *William John Campion*, and *Jane Auſten*, during the Continuance of the ſaid Truſts reſpectively, to nominate and appoint ſome other fit and proper Perſon or Perſons to be a Truſtee or Truſtees of and in the ſaid Truſt or reſpective Truſts which was or were veſted in the ſaid Truſtee or Truſtees ſo dying, refuſing to act, or deſiring to be diſcharged, in the Room and Place of ſuch Truſtee or Truſtees as ſhould ſo die, refuſe to act, or deſire to be diſcharged; and that upon ſuch Nomination and Appointment all and ſingular the Monies, Eſtates, and Premiſes compriſed in the ſaid Truſt or ſeveral Truſts, ſhould be conveyed and aſſigned over ſo and in ſuch Manner as that the Survivor or Survivors, or other or others of the ſaid Truſtees of the ſaid Truſt or reſpective Truſts, and ſuch Perſon or Perſons as ſhould be ſo nominated and appointed as aforeſaid, or ſuch new Truſtees only, (as the Caſe might happen,) ſhould and might from thenceforth be jointly or ſolely (as the Caſe might happen) concerned and intereſted in the ſame or the like Manner as ſuch ſurviving or other Truſtee or Truſtees of the ſame Truſt or reſpective Truſts, and the Party and Parties ſo dying, refuſing to act, or deſiring to be diſcharged, would have been in caſe he or they had not died, refuſed to act in, or been diſcharged from the ſaid Truſt or reſpective Truſts; and ſo as often as any Truſtee or Truſtees ſhould die, refuſe to act in, or deſire to be diſcharged from

the ſaid Truſts, or any of them, before the ſame were reſpectively fully completed and performed, ſuch Nomination and Appointment, Conveyance and Aſſignment, ſhould and might be made in Manner aforeſaid; and ſuch new Truſtee and Truſtees ſo to be nominated and appointed ſhould and might act in the reſpective Truſts to be repoſed in them in the ſame Manner, and ſhould have and be veſted with ſuch and the ſame Powers, Authorities, and Advantages, to all Intents and Purpoſes, as if he or they had been the original Truſtee or Truſtees named in the ſaid Indenture of Releaſe and Settlement: And whereas the ſaid *Henry Courthope Campion* departed this Life on or about the Twenty-ſeventh Day of *June* One thouſand eight hundred and eleven, having firſt duly made and publiſhed his laſt Will and Teſtament in Writing, bearing Date the Twenty-third Day of *Auguſt* One thouſand ſeven hundred and ninety-ſeven, whereby in purſuance of the ſaid Covenant, and by virtue of a Surrender therein ſtated to have been made to the Uſe of his Will, he gave and deviſed unto the ſaid *Francis Lucius Auſten*, and his Heirs, the ſaid Copyhold or Cuſtomary Eſtate and Premiſes, ſo covenanted to be ſurrendered by him the ſaid *Henry Courthope Campion* as aforeſaid, to hold the ſame to the ſaid *Francis Lucius Auſten*, and his Heirs, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Powers, Proviſoes, Declarations and Agreements, as in and by the ſaid Indenture of Releaſe and Settlement were limited and declared, or referred to, of and concerning the ſame, or as near thereto as the Death of Parties and other Contingencies would admit of: And whereas the ſaid *Henry Courthope Campion* duly made and publiſhed a Codicil to his ſaid Will, bearing Date the Eighth Day of *May* One thouſand eight hundred and one, whereby he gave and deviſed unto the ſaid Sir *Gilbert Heathcote* and *Francis Lucius Auſten*, and their Heirs, the capital Meſſuage, Meſſuage, Farms, Lands, Tithes, Tenements, Hereditaments, and all other the Premiſes ſituate or ariſing in the Pariſh of *Hurſtperpoint* aforeſaid, which he had then lately purchaſed of *Beards*, to hold the ſame to them the ſaid Sir *Gilbert Heathcote* and *Francis Lucius Auſten*, and their Heirs, to ſuch of the Uſes, upon ſuch of the Truſts, and to and for ſuch of the Intents and Purpoſes, and under and ſubject to ſuch of the Powers, Proviſoes, Limitations, Declarations, and Agreements in and by a certain Indenture of Releaſe, bearing Date the Twentieth Day of *December* One thouſand ſeven hundred and ninety-ſix, being the Settlement made previouſly to the Marriage of his Son the ſaid *William John Campion*, (meaning thereby the herein-before recited Indenture of Settlement,) limited, expreſſed, declared and contained of or concerning certain Meſſuages, Farms, Lands, Tithes, Tenements, Hereditaments, and Premiſes therein mentioned to be thereby granted and releaſed, and to be ſituate or ariſing in the ſaid County of *Suſſex*, and in the ſeveral Pariſhes of *Cranbrook*, *Hawkhurſt*, *Frittenden* and *Biddenden*, in the County of *Kent*, as were then exiſting undetermined or capable of taking Effect: And whereas the ſaid *William John Campion* intermarried with the ſaid *Jane Auſten*, on or about the Tenth Day of *January* One thouſand ſeven hundred and ninety-ſeven, and has Iſſue by her One Son, *William John Campion*, and Four Daughters, *Mary Ann*, *Jane Bridget*, *Margaretta*, and *Frances Henrietta*, all Infants under the Age of Twenty-one Years: And whereas the ſaid *William Campion* hath no other Male Iſſue than the ſaid *Henry Campion*, and *William Henry Campion*: And whereas the ſaid *John Cole* lately departed this Life,

Death and Will of Henry Courthope Campion.

Codicil to Henry Courthope Campion's Will.

Life, leaving the ſaid *John Auſten* him ſurviving; and the ſaid *John Auſten* hath ſince departed this Life, having firſt duly made and publiſhed his laſt Will and Teſtament in Writing, bearing Date the Fourteenth Day of *November* One thouſand ſeven hundred and ninety-nine, and thereof appointed his Wife *Joanna Auſten*, and his Daughter *Mary Auſten*, joint Executrixs; but the ſaid *Joanna Auſten* alone duly proved the ſaid Will in the Prerogative Court of the Archbiſhop of *Canterbury*, on or about the Eighteenth Day of *March* One thouſand eight hundred and ſeven, and took upon herſelf the Execution thereof: And whereas the ſaid *Joanna Auſten* hath ſince departed this Life, having firſt duly made and publiſhed her laſt Will and Teſtament in Writing, bearing Date the Thirteenth Day of *February* One thouſand eight hundred and eight, and alſo a Codicil thereto, bearing Date the Twenty-third Day of *March* One thouſand eight hundred and eleven, whereby ſhe appointed *William Scoones* Gentleman, and the Reverend *John Auſten* Clerk, her Executors, who duly proved her ſaid Will with the Codicil thereto annexed in the Prerogative Court of the Archbiſhop of *Canterbury*, on or about the Seventeenth Day of *Auguſt* One thouſand eight hundred and eleven, and took upon themſelves the Execution thereof: And whereas the ſaid *Bridget Campion* departed this Life in the Life-time of the ſaid Teſtator, and without having been married: And whereas the ſaid *Edward Campion* hath departed this Life without Iſſue: And whereas the ſaid *Francis Lucius Auſten* hath not been admitted to the ſaid Copyhold or Cuſtomary Hereditaments ſo deviſed to him by the ſaid Will of the ſaid *Henry Courthope Campion*: And whereas no Surrender hath been made by the ſaid *William John Campion* the Father of the Copyhold or Cuſtomary Hereditaments ſo covenanted by him to be ſurrendered as aforeſaid, upon the Truſts of the ſaid Settlement, or of any Part thereof, in purſuance of his ſaid Covenant: And whereas the ſaid *Francis Lucius Auſten* is become incapable of acting in the Execution of the ſaid Powers of Sale and Exchange ſo veſted in him jointly with the ſaid Sir *Gilbert Heathcote* as aforeſaid, or in the Execution of any other of the Truſts or Powers ſo repoſed in him jointly with the ſaid Sir *Gilbert Heathcote*, or in him the ſaid *Francis Lucius Auſten* alone by the ſaid recited Indenture of Settlement, and Will and Codicil, or any of them, and is alſo incapable of joining or concurring in any Act or Acts that might, under or by virtue of the ſaid Power of appointing new Truſtees contained in the ſaid Settlement, be deemed requiſite or neceſſary for the Purpoſe of ſubſtituting a new Truſtee in the Place or Stead of him the ſaid *Francis Lucius Auſten*, for the Purpoſes aforeſaid: And whereas great Inconvenience may reſult from the Incapacity of the ſaid *Francis Lucius Auſten* to act in the Execution of the Truſts and Powers herein-before mentioned, and the ſaid *William John Campion* and *Jane* his Wife, Sir *Gilbert Heathcote*, *John Auſten*, *Multon Lambard*, and *George Courthope*, are therefore deſirous that a new Truſtee ſhould be ſubſtituted and appointed in the Place of the ſaid *Francis Lucius Auſten*, for all ſuch of the Purpoſes for which he was appointed a Truſtee as aforeſaid as are ſtill ſubſiſting or capable of being performed; but the ſame cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majeſty's moſt dutiful and loyal Subjects the ſaid *William John Campion* and *Jane* his Wife, 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

Death of Bridget Campion.

Death of Edward Campion.

F. L. Auſten has not been admitted to the Copyhold, nor ſurrender made to him.

F. L. Auſten become incapable of acting.

New Truſtee appointed in the room of Mr. Auſten.

rity of the ſame, That the Reverend *John Auſten* of *Sevenoaks*, in the County of *Kent*, Clerk, ſhall be and he is hereby appointed to be a Truſtee in the Place and Stead of the ſaid *Francis Lucius Auſten*, for all ſuch and ſo many of the Purpoſes mentioned in the ſaid Indenture of Six Parts, of the Twentieth Day of *December* One thouſand ſeven hundred and ninety-ſix, and the ſaid Will and Codicil of the ſaid *Henry Courthope Campion* for which the ſaid *Francis Lucius Auſten* was thereby reſpectively appointed a Truſtee as are now ſubſiſting or capable of taking Effect; and that all ſuch Eſtates or Intereſts as are now veſted in the ſaid Sir *Gilbert Heathcote* and *Francis Lucius Auſten* jointly of and in the ſeveral Hereditaments by the ſaid Indenture of Releaſe and Settlement of Six Parts, of the Twentieth Day of *December* One thouſand ſeven hundred and ninety-ſix, granted and releaſed and covenanted to be ſurrendered, and by the ſaid Will and Codicil of the ſaid *Henry Courthope Campion* reſpectively deviſed as aforeſaid, or any of them, or any Part or Parcel thereof, with their and every of their Rights, Members, and Appurtenances, ſhall from and after the paſſing of this Act be diveſted out of the ſaid Sir *Gilbert Heathcote* and *Francis Lucius Auſten*, and transferred to and veſted in the ſaid Sir *Gilbert Heathcote* and *John Auſten* Clerk, and their Heirs, upon ſuch and the ſame Truſts as they the ſaid Sir *Gilbert Heathcote* and *Francis Lucius Auſten* now hold the ſame; and alſo that all ſuch Eſtates or Intereſts as are now veſted in the ſaid *Francis Lucius Auſten* alone of and in all and every or any of the Copyhold or Cuſtomary Meſſuages, Lands, Tenements, Hereditaments, and Premiſes in the ſaid Indenture of Releaſe and Settlement mentioned and covenanted to be ſurrendered, and by the ſaid Will of the ſaid *Henry Courthope Campion* deviſed as aforeſaid, with their and every of their Rights, Members, and Appurtenances, ſhall from and after the paſſing of this Act be diveſted out of the ſaid *Francis Lucius Auſten*, and transferred to and veſted in the ſaid *John Auſten* Clerk, and his Heirs, upon ſuch and the ſame Truſts as the ſaid *Francis Lucius Auſten* now holds the ſame; and that all ſuch Powers and Authorities of ſelling and exchanging, and other Powers and Authorities whatſoever, as the ſaid Sir *Gilbert Heathcote* and *Francis Lucius Auſten* are by the ſaid Indenture of Releaſe and Settlement, and the ſaid Will and Codicil, or any of them, jointly veſted with, ſhall be diveſted out of the ſaid Sir *Gilbert Heathcote* and *Francis Lucius Auſten*, and transferred to and veſted in the ſaid Sir *Gilbert Heathcote* and *John Auſten* Clerk, and the Survivor of them, and the Heirs, Executors, and Adminiſtrators reſpectively of ſuch Survivor, in ſuch and the ſame Manner as if the Name of the ſaid *John Auſten* Clerk had been inſerted in the ſaid Indenture of Leaſe and Releaſe and Settlement, and the ſaid Codicil, inſtead and in lieu of the ſaid *Francis Lucius Auſten*; and that all ſuch Powers and Authorities as the ſaid *Francis Lucius Auſten* is alone veſted with touching or concerning the ſaid Copyhold or Cuſtomary Hereditaments, under or by virtue of the ſaid Indenture of Releaſe and Settlement, and the ſaid Will of the ſaid *Henry Courthope Campion*, or either of them, ſhall be diveſted out of the ſaid *Francis Lucius Auſten*, and transferred to and veſted in the ſaid *John Auſten* Clerk, his Heirs, Executors, and Adminiſtrators, in ſuch and the ſame Manner as if the Name of the ſaid *John Auſten* Clerk had been inſerted in the ſaid Indentures of Leaſe and Releaſe, and Settlement and Will, inſtead and in lieu of the ſaid *Francis Lucius Auſten*.

II. Saving always to the King's moſt Excellent Majeſty, His Heirs and Succeſſors, and to all and every other Perſon and Perſons, and all Bodies Politic and Corporate, and their reſpective Heirs, Executors, Adminiſtrators, and Succeſſors, (other than and except the ſaid *William John Campion*, and his Aſſigns, and the ſaid *Jane Campion* and her Aſſigns, and the Firſt and other Sons of the Body of the ſaid *William John Campion*, and the Heirs Male of the Body and reſpective Bodies of ſuch Firſt and other Sons, and the Firſt and other Daughters of the Body of the ſaid *William John Campion*, and the Heirs Male of the Body and reſpective Bodies of ſuch Firſt and other Daughters, and the ſaid *William Campion* and his Aſſigns, and the ſaid *Henry Campion*, (eldeſt Son of the ſaid *William Campion*,) and the Heirs Male of the Body of the ſaid *Henry Campion* and the ſaid *William Henry Campion*, Second Son of the ſaid *William Campion*, and the Heirs Male of the Body of the ſaid *William Henry Campion*, and the Third and other Sons of the Body of the ſaid *William Campion*, and the Heirs Male of the Body and reſpective Bodies of ſuch Third and other Sons, and the ſaid Sir *Gilbert Heathcote* and *Francis Lucius Auſten*, and their reſpective Heirs, Executors, and Adminiſtrators, and the right Heirs of the ſaid *William John Campion*, and all and every other Perſon and Perſons entitled to or claiming or hereafter to become entitled to or to claim any Eſtate, Right, Title, Truſt, or Intereſt of, in, to, or out of the ſaid Freehold and Copyhold or Cuſtomary Hereditaments and Premiſes, or any of them, or any Part thereof reſpectively, under or by virtue of the ſaid Indenture of Releaſe and Settlement, and Will and Codicil, or any of them,) all ſuch Eſtate, Right, Title, and Intereſt of, in, to, or out of the ſame Hereditaments and Premiſes, as they reſpectively had before the paſſing of this Act, or would, could, or might have had in caſe the ſame had not been paſſed. General Saving.

III. And be it further enacted, That this Act ſhall be printed by the ſeveral Printers to the King's moſt Excellent Majeſty, duly authoriſed 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 made Evidence.

LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN, Printers to the King's moſt Excellent Majeſty. 1813.