ANNO QUINQUAGESIMO

GEORGII III. REGIS.

Cap. 105.

An Act for enabling the Truſtees of *George* Earl of *Coventry*, to cut down and ſell Timber on the Eſtates deviſed to him for Life by the Will of His late Father, deceaſed. [18th *May* 1810.]

WHEREAS the Right Honourable *George William*, late Earl of *Coventry*, made and publiſhed his laſt Will and Teſtament in Writing, in ſuch Manner as is preſcribed by the Statute for rendering valid the Deviſes of Freehold Eſtates, bearing Date the Twenty-firſt Day of *May*, which was in the Year of our Lord One thouſand eight hundred and two, and thereby gave and deviſed all and every the Manors, Meſſuages, Lands, Tenements, and Hereditaments, of, in, or to which he was ſeized or entitled in Law or Equity, of or for any Eſtate of Inheritance of Freehold Intereſt whatſoever, in Poſſeſſion, Reverſion, Remainder, Expectancy, or Poſſibility, and all other his Real Eſtates, of what Nature, Kind, or Tenure ſoever, and whereſoever, over or of which he had any diſpoſing Power, with their and every of their Rights, Members, and Appurtenances, other than and except his Manſion Houſe at *Spring Hill* in the Pariſh of *Broadway* in the County of *Worceſter*, and his Farm and Lands thereto belonging and then occupied therewith; and all other his Lands, Tenements, and Hereditaments at *Broadway* aforeſaid; and his Meſſuages, Lands, and Hereditaments ſituate at *Upton*, or *Upton Old*, or elſewhere

elſewhere in the Pariſh of *Blockley*, in the ſaid County of *Worceſter*, which he had then lately purchaſed of *George Pengree* and *Robert Dagley*, or one of them; and his Farm and Lands, ſituate in the Hamlets of *Broad Campden* and *Weſtington*, in the Pariſh of *Chipping Campden* in the County of *Glouceſter*, which he had then lately purchaſed of *Gerard Noel Noel* Eſquire; and his Farm of *Brockhampton* otherwiſe *Blockhampton* in *Snowſhill* in the ſaid County of *Glouceſter*, and the Lands and Hereditaments thereto belonging, or therewith held, occupied or enjoyed, and his Eſtates at *Mickleton* in the ſaid County of *Glouceſter*, and at *Poſtlip* and *Cockbury* in the ſame County, therein-after deviſed to his ſecond Son the Honourable *John Coventry*, for his Life in the firſt Inſtance; and other than and except his Eſtate at *Wiveliſcombe* and *Fitzhead*, in the County of *Somerſet*, therein-after deviſed to, or in Truſt for his ſaid Son *John Coventry*, in the firſt Inſtance, with their and every of their Appurtenances, to the Uſe of his eldeſt Son, the Right Honourable *George*, now Earl of *Coventry*, in the ſaid Will by Miſtake called *George William Coventry*, commonly called Lord Viſcount *Deerhurſt*, and his Aſſigns, during the Term of his natural Life, with Remainder to the Uſe of the Right Honourable *Henry Frederick* Lord *Carteret*, and *St. Andrew St. John*, late of the *Inner Temple*, *London*, Son of the late Dean of *Worceſter*, and their Heirs, during the Life of his ſaid Son, Lord Viſcount *Deerhurſt*, upon Truſt to ſupport the contingent Remainders therein after limited; and from and after the Deceaſe of his ſaid Son, Lord Viſcount *Deerhurſt*, to the Uſe of his the ſaid Teſtator's Grandſon, *George William Coventry*, the eldeſt Son of the ſaid Lord Viſcount *Deerhurſt*, and his Aſſigns, for his Life; with Remainder to the Uſe of the ſaid *Henry Frederick* Lord *Carteret*, and *St. Andrew St. John*, and their Heirs, during the Life of his ſaid Grandſon, the ſaid *George William Coventry*, upon Truſt to ſupport the contingent Remainders; with Remainder to the Uſe of the firſt and every other Son of the ſaid Teſtator's ſaid Grandſon, the ſaid *George William Coventry*, ſeverally and ſucceſſively, according to their reſpective Seniorities, in Tail Mail; with Remainder to the Uſe of the ſaid Teſtator's Grandſon, *John Coventry* ſecond Son of the ſaid *George* now Earl of *Coventry*, and his Aſſigns, during his Life; with Remainder to the Uſe of the ſaid *Henry Frederick* Lord *Carteret* and *St. Andrew St. John* and their Heirs, during the Life of his ſaid Grandſon, *John Coventry*, upon Truſt, to ſupport the contingent Remainders; with Remainder to the Uſe of the firſt and every other Son of the ſaid *John Coventry*, ſeverally and ſucceſſively, according to their reſpective Seniorities in Tail Male; with Remainder to the Uſe of his the ſaid Teſtator's Grandſon, *Thomas Henry Coventry* the third Son of the ſaid *George* now Earl of *Coventry*, and his Aſſigns, during his Life; with Remainder to the Uſe of the ſaid *Henry Frederick* Lord *Carteret* and *St. Andrew St. John*, and their Heirs, during the Life of the ſaid *Thomas Henry Coventry* upon Truſt to ſupport the contingent Remainders; with Remainder to the Uſe of the Firſt and every other Son of his ſaid Grandſon *Thomas Henry Coventry*, ſeverally and ſucceſſively according to their reſpective Seniorities, in Tail Male; with Remainder to the Uſe of his the ſaid Teſtator's Grandſon, *William James Coventry*, the Fourth Son of the ſaid *George* now Earl of *Coventry* and his Aſſigns during his Life; with Remainder to the Uſe of the ſaid *Henry Frederick* Lord *Carteret*, and *St. Andrew St. John*, and their Heirs during the Life of the ſaid *William James Coventry*, upon Truſt, to ſupport the

the contingent Remainders; with Remainder to the Use of the first and every other Son of the said *William James Coventry*, severally and successively, according to their respective Seniorities, in Tail Male; with Remainder to the Use of the Fifth, and every other subsequent or younger Son of the said *George*, now Earl of *Coventry*, severally and successively, according to their respective Seniorities in Tail Male; with Remainder to the Use of the said *John Coventry* the said Testator's said second Son, and his Assigns during his Life; with Remainder to the Use of the said *Henry Frederick* Lord *Carteret*, and *St. Andrew St. John*, and their Heirs, during the Life of the said *John Coventry*, in Trust, to support the contingent Remainders; with Remainder to the Use of the first, and every other Son of the said *John Coventry*, severally and successively, according to their respective Seniorities in Tail Male; with Remainder to the Use of the Honourable *Thomas William Coventry*, the Testator's third Son, and his Assigns during his Life; with Remainder to the Use of the said *Henry Frederick* Lord *Carteret*, and *St. Andrew St. John*, and their Heirs, during the Life of the said *Thomas William Coventry*, upon Trust to support the contingent Remainders; with Remainder to the Use of his the said Testator's Grandson, *Thomas Coventry*, Son of the said *Thomas William Coventry* and his Assigns during his Life; with Remainder to the Use of the said *Henry Frederick* Lord *Carteret*, and *St. Andrew St. John*, and their Heirs during the Life of the said *Thomas Coventry*, upon Trust to support the contingent Remainders; with Remainder to the Use of the first, and other Sons of the said *Thomas Coventry*, successively in Tail Male; and for Default of such Issue, to the Use of the Second, Third, and all and every other Sons of the said Testator's said Son, *Thomas William Coventry*, severally and successively according to their respective Seniorities, in Tail Male; and for Default of such Issue, to the Use of the said Testator's own right Heirs for ever: And the said *George William*, late Earl of *Coventry*, did, by his said Will, provide and direct that it should and might be lawful to and for the said Lord Viscount *Deerhurst*, now Earl of *Coventry*, by Deed or Deeds, with or without Power of Revocation, to be executed by him in the Presence of, and to be attested by Three or more credible Witnesses, to charge all and every or any Part of the Manors, Messuages, Lands, Tenements and Hereditaments therein-before devised to him for his Life, in the first Instance as aforesaid, with the Payment of such Sum or Sums of Money as he should think fit, not exceeding in the Whole the Sum of Twenty thousand Pounds, with Interest to be paid to such Person or Persons for such Intents or Purposes as he the said Lord Viscount *Deerhurst*, now Earl of *Coventry*, should think fit; and to raise, create, and demise such Term or Terms of or in the Hereditaments so charged, and under such Trusts, Powers, and Provisoes for securing the Payment of the same Sum or Sums, and the Interest thereof, as is or are usual for such Purposes: And the said Testator appointed his said second Son, *John Coventry*, sole Executor of the said Will: And whereas the said *George William* late Earl of *Coventry*, the Testator, by a Codicil to his said Will, duly executed and attested in the Presence of Three Witnesses, and bearing Date on or about the Third Day of *February* One thousand eight hundred and six, gave unto his youngest Son, *Thomas William Coventry*, One Annuity, or yearly Rent-charge or Sum of Four Hundred Pounds, for the Term of his Life; and he directed that One Moiety or equal Half Part thereof should be charged upon, and payable out

of the Manors, Farms, Lands, and Hereditaments, by his ſaid Will deviſed in the firſt Inſtance to his the ſaid Teſtator's eldeſt Son, *George*, now Earl of *Coventry*, for his Life, with Remainders over as aforeſaid: And whereas the ſaid Teſtator, *George William*, late Earl of *Coventry*, made ſeveral other Codicils to his ſaid Will, but without in any Reſpect revoking or altering the ſeveral Limitations herein-before recited: And whereas the ſaid Teſtator, *George William*, late Earl of *Coventry*, departed this Life on or about the Third Day of *September* One thouſand eight hundred and nine, and the ſaid *John Coventry*, the ſole Executor named in the ſaid Will, duly proved the ſame and the Codicils thereto, in the Prerogative Court of the Archbiſhop of *Canterbury*: And whereas, upon the Deceaſe of the ſaid *George William*, late Earl of *Coventry*, his ſaid eldeſt Son, *George*, thentofore called Viſcount *Deerhurſt*, ſucceeded to the Title of Earl of *Coventry*, and under the Limitations contained in the ſaid Will of his ſaid Father, is now become Tenant for Life, in Poſſeſſion of all and every the Manors and other Hereditaments of which the Teſtator, the ſaid late Earl of *Coventry*, died ſeiſed, and of which he had any diſpoſing Power; except of ſuch Manors, Lands, and Hereditaments, which were thereby deviſed in the firſt Inſtance to the ſaid *John Coventry*, the ſecond Son of the ſaid late Earl, for his Life, as herein-before is mentioned: And whereas the ſaid *George*, now Earl of *Coventry*, intermarried with *Peggy Pitches*, on or about the Tenth Day of *January* One thouſand ſeven hundred and eighty-three, and hath Iſſue Four Sons, namely, the ſaid *George William* now called Viſcount *Deerhurſt*, *John Coventry*, *Thomas Henry Coventry*, and *William James Coventry*, all of whom are named in the Will of the ſaid Teſtator: And whereas the ſaid *George William*, now called Viſcount *Deerhurſt*, hath attained his Age of Twenty-one Years; and all of them, the ſaid *John Coventry*, *Thomas Henry Coventry*, and *William James Coventry*, are Infants under the Age of Twenty-one Years; and the ſaid *George*, now Earl of *Coventry*, hath no other Male Iſſue: And whereas the ſaid *George William*, now called Viſcount *Deerhurſt*, intermarried with the Honourable *Emma Suſanna Lygon*, on or about the Fifteenth Day of *January* One thouſand eight hundred and eight, and hath Iſſue, *George William*, his only Son, aged One Year and Four Months or thereabouts, and no other Male Iſſue: And whereas the ſaid *John Coventry*, the ſecond Son of the ſaid *George William*, late Earl of *Coventry*, intermarried with *Caroline Clayton* Spinſter, on or about the Thirty-firſt Day of *March* One thouſand ſeven hundred and eighty-nine, and hath Iſſue, Two Sons, namely, *Frederick Coventry* and *John Coventry*, both of whom are Infants under the Age of Twenty-one Years, and no other Male Iſſue: And whereas the ſaid *Thomas William*, the third Son of the ſaid *George William*, Earl of *Coventry*, the Teſtator, intermarried with *Catherine Clarke*, Spinſter, on or about the Fifteenth Day of *July* One thouſand eight hundred, and hath Iſſue only the ſaid *Thomas Coventry*, named in the ſaid Will of the ſaid Teſtator, an Infant under the Age of Twenty-one Years, and no other Male Iſſue: And whereas a great Quantity of Timber Trees and other Trees is now ſtanding upon the Eſtates by the ſaid Will of the ſaid *George William*, late Earl of *Coventry*, deviſed in the firſt Inſtance to the ſaid *George*, now Earl of *Coventry*, for his Life, as herein-before is mentioned, and ſome of the ſaid Timber and other Trees are actually dead, ſome are decaying and paſt Maturity, ſome are

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at their full Growth and Height of Improvement, ſome if permitted to ſtand will decreaſe in Value, and ſome if not immediately cut down will prevent or greatly injure the Growth of young thriving Timber, and the Underwoods, Plantations of Trees, and Shrubberies, in or near which they ſtand, and ſeveral grow ſo near together as to damage one another; and in all Probability there well hereafter, from Time to Time, be a conſiderable Quantity of Timber and Trees upon the ſame Premiſes, circumſtanced in like Manner: And whereas an Account hath been taken of the Timber and other Trees now actually circumſtanced as aforeſaid, and after leaving a ſufficiency for Repairs, Ornament, and Shelter, ſuch Timber and other Trees have, upon a Valuation lately made of the ſame, been eſtimated or computed to be worth Forty Thouſand Pounds or thereabouts; all which Trees are particularly mentioned and deſcribed in a Schedule hereto annexed: And whereas it will greatly encourage the Growth of the Woods, Underwoods, Plantations, and Shrubberies, upon the Eſtates, by the ſaid Will of the ſaid *George William*, late Earl of *Coventry*, deviſed in the Firſt Inſtance to the ſaid *George*, now Earl of *Coventry*, for his Life, as herein-before is mentioned; and it will be greatly for the Advantage of the ſaid *George*, now Earl of *Coventry*, and the Perſons beneficially intereſted in the ſaid Eſtates, under the ſaid Will of the ſaid *George William*, late Earl of *Coventry*, that the Timber and other Trees which now are, or from Time to Time hereafter may be in the Circumſtances herein-before mentioned, ſhould from Time to Time, in Manner here-after mentioned, be cut down and ſold, and that the Money ariſing from the Sale thereof ſhould be applied, in the Firſt Place, in exonerating and diſcharging the ſaid Manors and Hereditaments by the ſaid Will of the ſaid *George William*, late Earl of *Coventry*, deviſed in the Firſt Inſtance to the ſaid *George*, Earl of *Coventry*, for Life, as aforeſaid, from the Payment of the ſaid Sum of Twenty Thouſand Pounds, which the ſaid *George*, now Earl of *Coventry*, is empowered to raiſe by virtue of the Clauſe therein contained for that Purpoſe, and herein-before recited; and that the Reſidue of the Money ariſing from the Sale of the ſaid Timber ſhould be laid out in the Purchaſe of Freehold Lands or Hereditaments, to be ſettled to and upon the Uſes and Truſts ſubſiſting, or capable of taking Effect, under the ſaid Will of the ſaid *George William*, late Earl of *Coventry*, in the Eſtates thereby deviſed in the Firſt Inſtance to the ſaid *George*, now Earl of *Coventry*, for his Life, as herein-before is mentioned; but on account of the Limitations contained in the ſaid Will of the ſaid *George William*, late Earl of *Coventry*, the Purpoſes aforeſaid, however beneficial, cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majeſty's moſt dutiful and loyal Subject, the ſaid *George*, now Earl of *Coventry*, for himſelf, and for the ſaid *John Coventry*, *Thomas Henry Coventry*, and *William James Coventry*, his Infant Sons, doth beſeech Your Majeſty; and the ſaid *George William* Viſcount *Deerhurſt*, for himſelf and the ſaid *George William Coventry*, his Infant Son; and the ſaid *John Coventry*, the Brother of the ſaid *George*, now Earl of *Coventry*, for himſelf, and the ſaid *Frederick Coventry*, and *John Coventry*, his Infant Sons; and the ſaid *Thomas William Coventry*, the other Brother of the ſaid *George*, now Earl of *Coventry*, for himſelf and the ſaid *Thomas Coventry*, the ſaid Infant, named in the ſaid Will, 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 it shall and may be lawful to and for Sir *James Graham*, of *Portland Place*, in the County of *Middlesex*, Baronet, and *Edmund Antrobus*, of the *Strand*, in the same County, Esquire, and the Survivor of them, and the Executors and Administrators of such Survivor, and to and for any Person or Persons whom they, he, or she, respectively shall or may, by any Writing or Writings under their, his, or her Hands or Hand, authorize in that Behalf, at any Time or Times, during the Life of the said *George*, now Earl of *Coventry*, and, after his Decease, during the Life and respective Lives of any Person or Persons who, for the Time being, shall under or by virtue of the Limitations or Trusts contained in the said Will of the said *George William* late Earl of *Coventry*, be actually seized of or entitled to the Manors and other Hereditaments thereby devised to the said *George*, now Earl of *Coventry*, for Life, in the First Instance, as herein-before is mentioned, for an Estate for Life, to enter into, and upon all or any Part of the said Manors and other Hereditaments which by the Will of the said *George William*, late Earl of *Coventry*, were devised in the First Instance, to the said *George*, now Earl of *Coventry*, for his Life, as herein-before is mentioned, or any Part or Parts of the same, whereupon any of the Timber Trees, Pollards, or other Trees particularly mentioned and described in the Schedule hereto annexed, are standing, growing or being, and which now are at their full Growth, or Height of Improvement, or actually dead, or in a State of Decay, or which, if permitted to stand, will prevent the Growth of young Timber, and the Underwoods and Shrubberies, near which they stand; and to contract for the Sale of, and to sell and dispose of the same, and the Lops and Tops, Bark and Branches thereof, either together or in Parcels, and either before or after the same shall be felled or cut down, and to deliver or assign, or cause such Timber Trees, Pollards, and other Trees, to be delivered or assigned, to any Person or Persons who shall be willing to purchase the same, for the most Money and best Price and Prices that can at the Time of such Contracts and Sales respectively, reasonably be had and obtained for the same, any Thing in the said Will contained to the contrary in anywise notwithstanding.

Trustees empowered to fell Timber and sell the same.

II. Provided also, and be it further enacted, That at any future Time, and after the said Timber Trees, Pollards, or other Trees, which shall be cut down, felled and disposed of as aforesaid, it shall and may be lawful for His Majesty's High Court of Chancery, on the Motion or Petition of the said *George* now Earl of *Coventry*, during his Life, and after his Decease, of the Person or Persons who, under the said Will of the said *George William*, late Earl of *Coventry*, shall for the Time being, be entitled to the actual Freehold of the said Estates, if such Person shall be of full Age; but if such Person shall be under Age, then during his or their Minority or respective Minorities, by his or their Guardian or Guardians, for the Time being, in a summary way, to order it to be referred to any Master of the said Court, to enquire and state what Timber Trees, Pollards, or other Trees, then standing upon the Estates, by the said Will of the said *George William*, late Earl of *Coventry*, devised in the First Instance to the said *George*, now Earl of *Coventry*, for his Life, as herein-before is mentioned, are

The Court of Chancery may direct future Sales.

are decaying and paſt Maturity, or actually dead, or at their full Growth and Height of Improvement, or if permitted to ſtand would decreaſe in Value; and whether any and which of ſuch Timber, Pollards, and other Trees, if permitted to ſtand, would prevent or greatly injure the Growth of young thriving Timber, and the Underwoods, Plantations of Trees, and Shrubberies, in or near which they ſtand; and after the ſaid Maſter ſhall have made his Report, it ſhall and may be lawful to and for the ſaid Court to make ſuch Orders, and give ſuch Directions for the felling, cutting down, Sale, and Diſpoſition, by the ſaid Sir *James Graham*, and *Edmund Anitrobus*, or the Survivor of them, or the Executors, Adminiſtrators, or Aſſigns, or ſuch Survivor, of ſuch Timber Trees, Pollards, and other Trees, which ſhall be mentioned or referred to in the ſaid Maſter's Report, as to the ſaid Court ſhall ſeem proper; and the Money ariſing from the Sale thereof ſhall be applied in Manner, and for the Purpoſes herein-after directed by this preſent Act.

Not to extend to ornamental Timber.

III. Provided alſo, and it is hereby enacted and declared, That nothing herein contained ſhall extend to authorize the ſaid Sir *James Graham* and *Edmund Antrobus*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, or any other Perſon or Perſons whomſoever, to cut, fell, ſell, or diſpoſe of any Timber ſtanding and growing, or which ſhall hereafter ſtand and grow, in, upon, or near the Pleaſure Grounds and Walks of or belonging to the Manſion-houſe or Manſion-houſes on or belonging to the ſaid Eſtates, or which ſhall ſerve for the Ornament or Shelter of the ſaid Eſtates, or any Part thereof, or the felling or cutting down of which will injure the Beauty or Ornament of the ſaid Eſtates, or any of them, or not leave ſufficient Timber and Wood for the Repairs of the ſaid Eſtates at all Times.

Power to enter upon the Eſtates, and to fell and carry away the Timber.

IV. And be it further enacted, That it ſhall and may be lawful to and for the ſaid Sir *James Graham* and *Edmund Antrobus*, and the Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, and alſo for all and every Perſon and Perſons, who at any Time or Times hereafter ſhall be or become a Purchaſer or Purchaſers of all or any Part of ſuch Timber Trees, Pollards, or other Trees as aforeſaid, by themſelves or their Agents, Servants, Workmen, and Labourers reſpectively, from Time to Time and at all proper Seaſons and Times in the Year, with or without Horſes, Carts, and Carriages, to enter, and have free Ingreſs and Egreſs into and upon, over and out of all and every the Lands and Grounds aforeſaid, upon or near which the ſaid Timber Trees, Pollards, or other Trees, are or ſhall be ſtanding and growing, for the Purpoſe of peeling or barking the Oak Trees, or of felling, cutting down, ſawing, and carrying away all and ſingular ſuch Timber Trees, Pollards, and other Trees as aforeſaid, and the Bark, Branches, Lops, and Tops thereof, making reaſonable Satisfaction to the Tenant or Tenants, Occupier or Occupiers of the ſaid Lands and Premiſes, for any Damage he or they may ſuſtain by Means of any Thing to be done in purſuance or in exerciſe of this Act.

Truſtees empowered to recover the

V. And be it further enacted, That it ſhall and may be lawful to and for the ſaid Sir *James Graham* and *Edmund Antrobus*, and the Survivor of them,

Money to arise by Sale of Timber.

them, and the Executors and Administrators of such Survivor, and they and he respectively are and is hereby authorized and directed, from Time to Time to demand and sue for, recover, and receive, all and every the Sums and Sum of Money which shall or may become payable for or in respect of the Sale of any such Timber Trees, Pollards, or other Trees mentioned or described in the said Schedule, or which shall hereafter be felled, cut down, and disposed of by virtue of the Order or Directions of the said Court, or the Bark, Branches, Lops, and Tops thereof.

Trustees to plant young Trees in the Room of those cut down.

VI. And, for the further promoting and improving the Value and Beauty of the Woods and Woodlands aforesaid, be it further enacted, That it shall and may be lawful, to and for the said Sir *James Graham* and *Edmund Antrobus*, and the Survivor of them, his Executors or Administrators from Time to Time to plant so many, and such Species of young Trees, in or upon any of the open or vacant Parts and Places of the said Woods and Woodlands, and in such other Parts thereof where the Timber and other Trees growing thereon shall appear to the said Trustees or Trustee for the Time being to be too thin, as they in their Discretion shall think fit; and also to fence in and inclose the said Woods and Woodlands where Occasion shall require, so as to preserve and defend the young Plants from Destruction or Damage by Cattle or otherwise; and it shall be lawful for the said Trustees or Trustee for the Time being, by and out of the Trust Monies which shall come to their or any of their Hands, to pay and defray all and every the Charges and Expences attending such planting and fencing.

The Residue of the Money to be paid into the Bank.

VII. And be it further enacted, That the Money for which the said Timber Trees and Wood, mentioned in the said Schedule, shall be sold, and the Money for which the Trees and Wood which shall hereafter be felled and cut down by the Order or Directions of the said Court, shall be sold, shall be paid into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, *ex parte* the Trustees or Trustee for the Time being for the Sale of the Timber or Wood on certain Estates devised by the Will of the late Earl of *Coventry*, 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 His late Majesty King *George* the Second, Chapter the Twenty-fourth: and under the Direction of the Court of Chancery, to be obtained upon a Petition in a summary Way by the said *George* now Earl of *Coventry*, during his Life, and after his Decease, by the Person or Persons who, according to the Uses limited by the said Will of the said *George William*, late Earl of *Coventry*, shall for the Time being, be beneficially intitled to the actual Possession, or to the actual Receipt of the Rents of the said Estates thereby devised in the first Instance to the said *George* Earl of *Coventry*, for his Life, as herein-before is mentioned, if such Person or Persons shall be of full Age; but if such Person or Persons shall be under Age, then by his or her Guardian or Guardians, a competent Part of the Sum or Sums to be paid into the Bank, by virtue of this Act, shall be paid and applied in Discharge of the Costs, Charges, and Expences

of

of obtaining, and incident to the Execution of this Act, and attending the Survey and Valuation as herein-before is mentioned, and after Payment thereof, in Discharge of the Sum of Twenty thousand Pounds to such Person or Persons as the said *George* Earl of *Coventry*, by any Deed or Deeds to be by him executed in the Presence of and to be attested by Two or more credible Witnesses, shall direct, nominate, and appoint, in Exoneration and full Discharge of the said Sum of Twenty thousand Pounds, which the said *George* Earl of *Coventry*, has Power to charge as aforesaid, and in Extinguishment of such Power: And all the Surplus or Residue of the Money which shall arise of the said Sale or Sales, shall upon a Petition to be preferred to the High Court of Chancery, in a summary Way, by the said *George* now Earl of *Coventry*, during his Life, and after his Decease, by the Person or Persons who, according to the Uses limited by the said Will of the said *George William*, late Earl of *Coventry*, shall for the Time being, be beneficially entitled to the actual Possession or to the actual Receipt of the Rents, Issues, and Profits of the Estates thereby devised, in the first Instance to the said *George*, now Earl of *Coventry*, for his Life, as herein-before is mentioned, if such Person or Persons shall be of full Age; but if such Person or Persons shall be under Age, then by his or their Guardian or Guardians, be ordered to be applied in Manner herein-after mentioned; and that in the mean Time, and until the same shall be so ordered to be applied the same shall from Time to Time be laid out in the purchase of Navy, Victualling, or Transport Bills, or Exchequer Bills; and the Interest arising from the Money so laid out in the said Navy, Victualling, or Transport Bills, or Exchequer Bills, and the Money received for the same, as they shall be respectively paid off by Government, shall be laid out in the Name of the said Accountant General, in the Purchase of other Navy, or Victualling, or Transport, or Exchequer Bills; all which said Navy, or Victualling, or Transport, or Exchequer Bills, shall be deposited in the Bank, in the Name of the said Accountant General, and shall there remain until the same shall upon Petition to be preferred to the High Court of Chancery, in a summary Way, by or on behalf of the Person or Persons for the Time being entitled as aforesaid, be ordered to be sold by the said Accountant General, for the Purposes herein-after mentioned, in such Manner as the said Court shall think just and direct; and if the Money arising by the Sale of any such Navy, Victualling, Transport, or Exchequer Bills, which shall be purchased as aforesaid, shall exceed the Amount of the Original Purchase Money so laid out as aforesaid, then and in that case only, the Surplus which shall remain shall be paid to such Person or Persons respectively as shall then be entitled to receive the Rents and Profits of the Hereditaments so by the said Will of the said *George William* late Earl of *Coventry*, devised in the first Instance to the said *George*, now Earl of *Coventry*, for his Life, as herein-before is mentioned, or to the Representatives of such Persons, as Part of his Personal Estate.

Receipt of the Cashier, with the Accountant General's Certificate, to be Discharges to Persons paying Money into the Bank,

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

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

And to be laid out in the Purchase of Freehold Estates, under the Direction of the Court of Chancery.

IX. And it is hereby further enacted, That the said Sir *James Graham* and *Edmund Antrobus*, or the Survivor of them, and the Executors and Administrators of such Survivor, shall and do from Time to Time, under the Direction of His Majesty's High Court of Chancery to be obtained by Petition in a summary Way as herein-before is mentioned, lay out and invest all the said Surplus or Residue of the Monies so to be paid into the Bank as herein-before is mentioned, or to be produced by the Sale of the Navy, Victualling, Transport, or Exchequer Bills, on which the same shall be invested as herein-before is mentioned, in the Purchase of Freehold Manors, Messuages, Lands, Tenements, or Hereditaments, to be situate in that Part of *Great Britain* called *England*, free from Incumbrances, except the Fee-farm or Chief Rents, or Quit Rents, or other Outgoings of the like Nature; and do and shall settle, convey, and assure, or cause to be settled, conveyed, and assured, the said Hereditaments so to be purchased, to, for, upon, and subject to such and so many of the Uses, Trusts, Intents, Purposes, Powers, Provisoes, Conditions, and Limitations, in and by the said Will of the said *George William*, late Earl of *Coventry*, the Testator limited, created, expressed, and declared, of and concerning the Hereditaments thereby devised, in the first Instance, to the said *George*, now Earl of *Coventry*, as herein-before is mentioned; and that it also shall and may be lawful for the said Sir *James Graham* and *Edmund Antrobus*, and the Survivor of them, and the Executors or Administrators of such Survivor, under the Direction of the said Court of Chancery, to be obtained as herein-before is mentioned, by and out of the Money so arising or to be produced as aforesaid, to pay all Costs, Charges, and Expences incident to, or occasioned by the Trusts of the present Act, or by carrying the same into Execution.

The Court of Chancery to make any Order or give Directions for completing the Sales and Purchases.

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

The Court of Chancery to appoint new Trustees.

XI. Provided always, and it is hereby further enacted, That if the said Sir *James Graham* and *Edmund Antrobus*, or either of them, or any Trustee to be appointed in their or either of their Stead, as herein-after is mentioned,

or their reſpective Executors or Adminiſtrators, ſhall depart this Life, or decline to act in the Truſts hereby created, then, and ſo often as it ſhall ſo happen, it ſhall be lawful for His Majeſty's High Court of Chancery, upon a Petition to be preferred in a ſummary Way as herein-before is mentioned, to appoint a Truſtee in the Room of the Truſtee ſo dying, or refuſing, or declining to act; and every ſuch new Truſtee ſhall have the ſame Powers and Authorities as the Truſtee in whoſe Room he ſhall be ſo ſubſtituted.

Truſtees not anſwerable for any involuntary Loſs.

XII. Provided alſo, and it is hereby further enacted, That the Truſtees hereby appointed or to be appointed as herein-before is mentioned, ſhall not be anſwerable the one for the other of them, or for any involuntary Loſs.

Saving Clauſe.

XIII. Saving always to the King's moſt Excellent Majeſty, His Heirs and Succeſſors, and to all and every other Perſon and Perſons, Bodies Politick and Corporate, his, her, and their reſpective Heirs, Succeſſors, Executors, and Adminiſtrators, (other than and except the ſaid *George* now Earl of *Coventry*; and the ſaid *George William*, now Viſcount *Deerhurſt*, the eldeſt Son of the ſaid *George*, now Earl of *Coventry*, and the firſt and every other Son of the ſaid *George William*, now Viſcount *Deerhurſt*, and the Heirs Male of their reſpective Bodies; and the ſaid *John Coventry*, the ſecond Son of the ſaid *George* now Earl of *Coventry*, and the firſt and every other Son of the ſame *John Coventry*, and the Heirs Male of their reſpective Bodies; and the ſaid *Thomas Henry Coventry*, the third Son of the ſaid *George*, now Earl of *Coventry*, and the firſt and every other Son of the ſaid *Thomas Henry Coventry*, and the Heirs Male of their reſpective Bodies; and the ſaid *William James Coventry*, the fourth Son of the ſaid *George*, now Earl of *Coventry*, and the firſt and every other Son of the ſaid *William James Coventry* and the Heirs Male of their reſpective Bodies; and the fifth, ſixth, ſeventh, and every other Son hereafter to be born to the ſaid *George* now Earl of *Coventry*, and the Heirs Male of their reſpective Bodies; and the ſaid *John Coventry*, the ſecond Son of the ſaid *George William*, late Earl of *Coventry*, and the firſt and every other Son of the ſaid laſt named *John Coventry*, and the Heirs Male of their reſpective Bodies; and the ſaid *Thomas William Coventry*, the third Son of the ſaid *George William*, late Earl of *Coventry*, and the firſt and every other Son of the ſaid *Thomas William Coventry*, and the Heirs Male of their reſpective Bodies; and the ſaid *Thomas Coventry*, and the firſt, and other Sons of the ſaid *Thomas Coventry*, and the Heirs Male of their reſpective Bodies, and the right Heirs of the ſaid *George William*, late Earl of *Coventry*; and all and every other Perſons and Perſon claiming, or to claim any Eſtate, Right, Title, Truſt, or Intereſt, under or by virtue of the ſaid recited Will of the ſaid *George William*, late Earl of *Coventry*), all ſuch Eſtates, Rights, Titles, Intereſts, Claims, and Demands, of, into, or out of the ſaid ſeveral Manors, Lands, Tenements, Hereditaments, and Eſtates, meant and intended to be affected by this preſent Act, as they, every, or any of them had before the paſſing of this Act, or could or might have had, held, or enjoyed, in caſe this preſent Act had not been made.

XIV. And

Publick Act. XIV. And be it further enacted by the Authority aforesaid, That this Act shall be printed by the Printer to the King's most Excellent Majesty; and that a Copy thereof so printed, shall be admitted as Evidence thereof by all Judges, Justices, and others.

SCHEDULE

SCHEDULE referred to.

Parishes.	Farms or Lands on which the Trees intended to be cut are now standing.	Trees to be cut.				
		Oak.	Elm.		Oak.	Elm.
		Numbered from.	Numbered from		Total	Total.
Earls Croome.	Red Deer Park, in the Occupation of James Chucketts,	1 to 148 1 - - 18	1 to - 9		166	9
Hill Croome.	Hill Farm in the Occupation of John Fletcher	1 - - 72	- - - -		72	- - -
Croome Dabitot, Stoke Defford, and Pirton, some or one of them.	New Wood,	1 - - 152	- - - -		152	- - -
	North Lawn, and Churchill,	- - - -	1 - - 5		- - -	5
	The Park,	1 - - 42	1 - - 53		42	53
	Horrell Wood,	1 - - 282	- - - -		282	- -
	N. B. These are old Pollards.					
	Slaughter House Ground,	- - - -	1 - - 8		- - -	8
	The Pheasantry,	- - - -	1 - - 4		- - -	4
	The Cow Leasow Upper Grove,	1 - - 138	- - - -		138	- - -
	The House Close,	1 - - 2	- - - -		2	- - -
	North Field,	1 - - 7	1 - - 7		7	7
	West Wood,	1 - - 139	- - - -		139	- - -
	Beech Grove,	1 - - 41	- - - -		41	- - -
	Middle Grove,	1 - - 150	- - - -		150	- - -
	Land in the Occupation of N. Higginson,	- - - -	1 - - 4		- - -	4
	Land, in the Occupation of Mary Farley,	- - - -	1 - - 6		- - -	6
	The Borders, in the Occupation of A. Brotheridge,	- - - -	1 - - 2		- - -	2
	Land, in the Occupation of Thomas Packwood, in the Hamlet of Woodmancote,	1 - - 6	1 - - 7		6	7
	Land, in the Occupation of George Firkins,	1 - - 75	- - - -		75	- - -
	Kinnersley Farm, in the Occupation of James Whitaker,	1 - - 38	1 - - 21		38	21
	Kinnersley, in the Occupation of James Pearce,	1 - - 1	1 - - 5		13	5
	High House Farm, in the Occupation of Wm. Horniblow,	1 - - 38	1 - - 8		38	8
Pirton.	Pirton Court, in the Occupation of J. Bullock,	1 - - 92	1 - - 91		92	91
	Pirton Farm, in the Occupation of John Procter,	1 - - 100	- - - -		100	- - -
Stoke and Kempsey.	The Park Farm, in the Occupation of John Hobbs,	1 - - 365 1 - - 200 1 - - 228	1 - - 11		793	11
	Naunton Farm, in the Occupation of John Newman,	- - - -	1 - - 23		- - -	23
	The Holdings, William Hurdman,	1 - - 21	1 - - 32		21	32
	Other Part of the Park Farm, in the Hamlet of Clifton, John Hobbs,					
	Land in the Occupation of Wm. Stone, Mary Farley, Edward Griffiths, John Hall, and J. Baylis,	1	1 - - 27		1	27
Holy Cross.	Chivington Farm, in the Occupation of Hesther Woodward,	1 - - 173 1 - - 327 1 - - 90 1 - - 51 1 - - 14	1 - - 20		655	20
	Catycroft Farm, in the Occupation of Eleanor Skinner,	1 - - 90 1 - - 45 1 - - 85 1 - - 270	1 - - 68		490	68
	Broughton Farm, in the Occupation of Abel Smith and John Harris,	1 - - 47	1 - - 36		47	36
	Walcot Farm, in the Occupation of John Stone and John Best,	1 - - 2	1 - - 46		2	46

All the Numbers inclusive.—Marked by the Surveyor.

Parishes.	Farms or Lands on which the Trees intended to be cut are now standing.	Trees to be cut.				
		Oak.	Elm.	All the Numbers inclusive.—Marked by the Surveyor.	Oak.	Elm.
		Numbered from	Numbered from		Total.	Total.
Upton.	Land, in the Occupation of Thomas Hughes,	1 - - 87	1 - - 11		87	11
Snoddesbury.	Ditto, - - - - - J. Cole, - -	- - - -	1 - - 79		- - -	79
	Ditto, - - - - - John Nott, -	- - - -	1 - - 14		- - -	14
In the Hamlet of Libbery.	Ditto, - - - - - Thomas Hewins,	1 - - 2	1 - - 9		2	9
	Ditto, - - - - - John Wheeler, -	1 - - 22	1 - - 9		22	9
	Wood Leasow, - - John Wheeler, -	1 - - 86	- - - -		8	
Grafton.	Grafton Farm in the Occupation of Robert Cowley, - - - - - - - -	1 - - 29	1 - - 91 1 - - 20 1 - - 51		29	162
Feckingham.	Land in the Occupation of Wm. Harris, - -	1 - - 127	- - - -		127	- - -
	Ditto, - - - John Farmer, -	1 - - 128	- - - -		128	- - -
Hanbury.	Broughton Wood, in the Occupation of Wm. Lucas, - - - - - - - -	1 - - 160	- - - -		160	- - -
	In the adjoining Fields - - - - -	1 - - 44	- - - -		44	- - -

The Timber contained in this Schedule is of the Value of Forty-thousand seven hundred and seventy-four Pounds, as valued by me,

WILLIAM PHELPS.

LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN, Printers to the King's most Excellent Majesty. 1810.