ANNO QUINQUAGESIMO SECUNDO

GEORGII III. REGIS.

Cap. 123.

An Act for confirming and rendering valid and effectual an Exchange made between *Thomas Fowler* Gentleman, and *Mary* his Wife, both deceaſed, and the Vicar of *Walberton*, in the County of *Suſſex*, of Lands and Hereditaments of the ſaid *Thomas Fowler*, in the Pariſh of *Walberton*, for a ſmall Part of the Glebe belonging to the ſaid Pariſh.

[20th *May* 1812.]

Indentures, dated Sept. 8, 1743, recited.

WHEREAS by Indentures of Five Parts bearing Date the Eighth Day of *September* One thouſand ſeven hundred and forty-three, made between the Right Reverend *Matthias* then Biſhop of *Chicheſter*, the Patron of the Vicarage of the Pariſh Church of *Walberton* in the County of *Suſſex*, and Dioceſe of *Chicheſter*, of the Firſt Part; *George Adams* Clerk, then Vicar of the ſaid Vicarage of the ſaid Pariſh Church, of the Second Part; *Thomas Fowler* of *Walberton* aforeſaid, Gentleman, and *Mary* his Wife, of the Third Part; *William Leeves* and *Thomas Birch*, therein reſpectively deſcribed, of the Fourth Part; and *Edward Boniface*, therein deſcribed, of the Fifth Part: Reciting that there were Two Cloſes or Parcels of Arable Land, lying and being in *Walberton* aforeſaid, Parcel of the Glebe Land belonging to the Vicarage aforeſaid, containing together by Eſtimation Ten Acres, more or leſs, bounded on the Weſt by the then Meſſuage or Dwelling Houſe and Garden Wall of the ſaid *Thomas Fowler*, Party thereto, and on the Eaſt by the Lane or Highway leading from *Walberton Common*, to the Pariſh of *Walberton* aforeſaid, which ſaid Two Cloſes of Land did lie remote from the other Glebe Lands belonging to the ſaid Vicarage, and very incommodious and inconvenient for the Vicar for the Time being: And alſo reciting that the ſaid

Thomas Fowler was rightfully and lawfully ſeiſed to him in his Heirs in Fee Simple of and in all thoſe Two Cloſes, ſome time called one Cloſe or Parcel of Arable Land, commonly called or known by the Name of *Todders*, containing together by Eſtimation Six Acres, be the ſame more or leſs, lying and being in *Walberton* aforeſaid, abutting to Lands formerly of *John Styant* the elder, deceaſed, towards the Weſt and North, and to Lands called *Kennetts*, on or towards the North and Eaſt Parts, and partly to other Parcel of the Glebe Land belonging to the Vicarage of *Walberton* aforeſaid, on or towards the South, and ſome Time ſince in the Occupation of *John Peachy*, his Aſſignee or Aſſigns, which ſaid Two Cloſes or Parcels of Land were by Indentures of Leaſe and Releaſe bearing Date reſpectively the Fifth and Sixth Days of *September* then inſtant, granted and conveyed by *William Floate*, unto the ſaid *Thomas Fowler*, his Heirs and Aſſigns for ever: And further reciting, that by Indentures of Leaſe and Releaſe, bearing Date reſpectively on or about the Twelfth and Thirteenth Days of *January* One thouſand ſeven hundred and thirty-eight, the Releaſe made between the ſaid *Thomas Fowler* of the Firſt Part; the ſaid *William Leeves* and *Thomas Birch* of the Second Part; *William Gratwick* ſince deceaſed, and the ſaid *Edward Boniface*, of the Third Part; and the ſaid *Mary*, then the Wife of the ſaid *Thomas Fowler*, therein called *Mary Leeves* Spinſter, of the Fourth Part; the ſaid *Thomas Fowler*, in Conſideration of the Marriage then intended, and which ſoon after took effect between the ſaid *Thomas Fowler* and *Mary Leeves*, did grant, bargain, ſell, alien, remiſe, releaſe, and confirm, unto the ſaid *William Leeves* and *Thomas Birch*, and their Heirs, amongſt other Premiſes, all that Mead, or Cloſe, or Parcel of Meadow Land, commonly called or known by the Name of the *Weſt Mead*, containing by Eſtimation Four Acres, be the ſame more or leſs, lying and being in *Walberton* aforeſaid, and bounded on the North by other Parcel of the Glebe Land belonging to the Vicarage of *Walberton* aforeſaid, on the South by a Mead called *Shorteſmead*, and on the Eaſt by the Lane or Highway there called *Barnham Lane*, to hold unto the ſaid *William Leeves* and *Thomas Birch*, and their Heirs, to and for the ſeveral and reſpective Uſes, Intents, and Purpoſes, therein-after expreſſed, limited, and declared, and to and for no other Uſe, Intent, or Purpoſe whatſoever, that is to ſay, after the ſaid Marriage, to the Uſe of the ſaid *Thomas Fowler*, for his Life, with Remainder to the Uſe of the ſaid *William Leeves* and *Thomas Birch*, and their Heirs, for the Life of the ſaid *Thomas Fowler*, in Truſt, to preſerve contingent Remainders, with Remainder to the Uſe of the ſaid *Mary* for her Life, for her Jointure, Remainder to the Firſt and other Sons of the ſaid *Thomas Fowler* and *Mary* his intended Wife, in Tail Male ſucceſſively; and in Default of ſuch Iſſue, to the Uſe of the ſaid *William Gratewicke* and *Edward Boniface*, their Executors, Adminiſtrators, and Aſſigns, for the Term of Five hundred Years, on the Truſts therein-after mentioned, with Remainder to the Uſe of the right Heirs of the ſaid *Thomas Fowler* for ever, in which ſaid Indenture quadrupartite the ſaid Term of Five hundred Years is declared to be limited to the ſaid Truſtees, upon Truſt, by Sale or Mortgage thereof, as therein mentioned, to raiſe Two thouſand Pounds for Daughters Portions, to be paid in Manner therein expreſſed; and after the ſaid Two thouſand Pounds ſhould be ſo raiſed, the Eſtate and Intereſt ſo granted and limited unto the ſaid Truſtees, as to ſo much of the Premiſes as ſhould not be ſold, ſhould remain unto ſuch Perſon or Perſons to whom the next Remainder expectant on

the ſaid Term of Five hundred Years ſhould belong; and further reciting, that the exchanging the firſt before mentioned Two Cloſes of Land, Parcel of the Glebe aforeſaid, for the Two Cloſes or Parcels of Land therein before mentioned, called *Todders*, and the Mead or Cloſe, or Parcel of Meadow Land before therein alſo mentioned, called *Weſt Mead*, would be much better and more advantageous for the Vicars of the ſaid Vicarage for the Time being, and alſo much more convenient and agreeable to the ſaid *Thomas Fowler*, it is by the ſaid Indenture now in Recital witneſſed, that for the Reaſons aforeſaid, and the mutual Convenience and Advantage as well of the ſaid *George Adams* and the future Vicars of the Vicarage of *Walberton* aforeſaid for the Time being, as of the ſaid *Thomas Fowler*, he, the ſaid *George Adams*, as well by and with the Conſent and Approbation of the ſaid *Matthias* Biſhop of *Chicheſter*, teſtified by his being made a Party to and affixing his Epiſcopal Seal to the ſaid Indenture, as at the Requeſt and by the Direction of the ſaid *Thomas Fowler* and *Mary* his Wife, teſtified as therein mentioned, did give, grant and confirm unto the ſaid *William Leeves* and *Thomas Birch*, and their Heirs, in Exchange for the Two Cloſes of Land called *Todders*, and the Mead called *Weſt Mead*, before therein mentioned, all the ſaid firſt therein before mentioned Two Cloſes or Parcels of Arable Land, lying and being in *Walberton* aforeſaid, and Parcel of the ſaid Glebe Land, belonging to the Vicarage aforeſaid, containing together, by Eſtimation, Ten Acres, were the ſame more or leſs, and all Woods, Underwoods, Timber and Trees, Commons, Common of Paſture, Ways, Waters, Eaſements, and Appurtenances whatſoever, thereunto belonging, or in anywiſe appertaining, to hold the ſaid firſt mentioned Two Cloſes of Arable Land, with the Appurtenances, unto the ſaid *William Leeves* and *Thomas Birch*, and their Heirs, to and for the ſeveral and reſpective Uſes, Intents, and Purpoſes as are expreſſed, limited and declared in and by the ſaid recited Indenture of Four Parts, concerning the ſeveral Meſſuages, Barns, Edifices, Buildings, Lands, Tenements, Hereditaments, and Premiſes therein mentioned, to be thereby granted and releaſed, ſubject nevertheleſs and chargeable with the Payment of Four Shillings of lawful Money of *Great Britain* yearly, and every Year, unto the ſaid *George Adams* and his Succeſſors for ever, in lieu and as a Satisfaction for the like Sum of Four Shillings, payable yearly out of the Lands therein before mentioned, called *Todders*: And it is by the ſaid Indenture now in Recital further witneſſed, that for the Reaſons aforeſaid, the ſaid *Matthias* Lord Biſhop of *Chicheſter* did thereby, as much as in him lay, for him and his Succeſſors, ratify, approve and confirm the Exchange and Grant aforeſaid, made by the ſaid *George Adams* of the ſaid firſt mentioned Two Cloſes or Parcels of Arable Land, Parcel of the Glebe Land aforeſaid, and all and every Matter and Thing therein contained, according to the Tenor, Effect and true Meaning of the ſaid Indenture now in Recital; and it is by the ſaid Indenture now in Recital further witneſſed, that for the Conſideration aforeſaid, the ſaid *Thomas Fowler* did give, grant and confirm unto the ſaid *George Adams* and his Succeſſors, Vicars of the ſaid Vicarage of *Walberton* aforeſaid, in Exchange, all the aforeſaid Two Cloſes, ſome time called One Cloſe, or Parcel of Arable Land, commonly called or known by the Name of *Todders*, containing together, by Eſtimation, Six Acres, be the ſame more or leſs, lying and being in *Walberton* aforeſaid, and before therein mentioned to have been lately purchaſed by the ſaid *Thomas Fowler* of and from *William Floate*, together with all Woods, Underwoods, Timber and Trees, Commons,

Commons, Common of Paſture, Ways, Waters, Eaſements, Profits, Commodities, Privileges, Advantages, Hereditaments and Appurtenances whatſoever to the ſame belonging, or in anywiſe appertaining; to hold the ſaid laſt mentioned Two Cloſes, with the Appurtenances, unto the ſaid *George Adams* and his Succeſſors, Vicars of the Vicarage of *Walberton* aforeſaid, to the only Uſe and Behoof of the ſaid *George Adams* and his Succeſſors for ever, to be holden of the Chief Lord or Lords of the Fee or Fees thereof, by the ancient Rent of Four Shillings, and Services therefore formerly due, and of Right accuſtomed to be paid and done: And it is in and by the ſaid Indenture now in Recital further witneſſed, that for the Reaſon and Conſideration aforeſaid, the ſaid *William Leeves*, *Thomas Birch*, and *Edward Boniface*, at the Requeſt, and by the Direction of the ſaid *Thomas Fowler* and *Mary* his Wife, teſtified as therein mentioned, and alſo the ſaid *Thomas Fowler* and *Mary* his Wife did each and every of them give, grant, and confirm according to their reſpective Truſts, Eſtates, and Intereſts in the Premiſes unto the ſaid *George Adams* and his Succeſſors, Vicars of the Vicarage of *Walberton* aforeſaid, in Exchange, all the ſaid Mead or Cloſe, or Parcel of Meadow Land, commonly called or known by the Name of the *Weſt Mead*, containing by Eſtimation Four Acres, (be the ſame more or leſs), lying and being in *Walberton* aforeſaid, and before therein mentioned, together with all Woods, Underwoods, and Trees, Commons, and Common of Paſture, Ways, Waters, Eaſements, Profits, Commodities, Privileges, Advantages, Hereditaments, and Appurtenances whatſoever to the ſame belonging or in anywiſe appertaining; to hold the ſaid Mead or Cloſe, or Parcel of Meadow Land, with the Appurtenances laſt therein-before mentioned, unto the ſaid *George Adams* and his Succeſſors, Vicars of the Vicarage of *Walberton* aforeſaid, to the only Uſe and Behoof of the ſaid *George Adams* and his Succeſſors for ever; and in and by the ſaid Indenture now in Recital, the ſaid *George Adams* did for himſelf, and as far as he could for his Succeſſors, covenant for the quiet Enjoyment and for the further Aſſurance of the Two Cloſes of Land and Premiſes herein-before expreſſed, to be granted by him in Manner aforeſaid; and the ſaid *Thomas Fowler* did thereby for himſelf and the ſaid *Mary* his Wife, and for their and each of their Heirs, Executors, and Adminiſtrators, covenant in like Manner, for the quiet Enjoyment and for the further Aſſurance of the ſaid Two Cloſes of Land called *Todders*, and the Mead called *Weſt Mead*, therein before expreſſed to be given and granted to him the ſaid *George Adams* and his Succeſſors, by him the ſaid *Thomas Fowler*, and by the ſaid *William Leeves*, *Thomas Birch*, and *Edward Boniface*, in Manner aforeſaid, and there is therein alſo contained a Covenant by the ſaid *William Leeves*, *Thomas Birch*, and *Edward Boniface*, againſt Incumbrances: And whereas the ſaid *Thomas Fowler* continued in the Poſſeſſion and Enjoyment of the Piece or Parcel of Land ſo taken by him in Exchange as aforeſaid, together with other Lands and Property in *Walberton* aforeſaid, until his Death, which happened in the Month of *March*, in the Year One thouſand ſeven hundred and ſeventy-two: And whereas upon the Deceaſe of the ſaid *Thomas Fowler*, the ſaid *Mary Fowler*, his Widow, became entitled in Poſſeſſion for her Life to all the ſaid Eſtate and Property of her ſaid late Huſband, with Remainder to *Thomas Fowler*, their eldeſt Son, and the Heir at Law of the ſaid *Thomas Fowler* deceaſed, in Tail Male: And whereas under and by virtue of certain Indentures of Leaſe and Releaſe, bearing Date reſpectively the Twentieth and Twenty-

first Days of *November* One thousand seven hundred and seventy-two, and of a Common Recovery duly suffered by the said *Mary Fowler* and *Thomas Fowler*, the Son, in pursuance thereof, in *Michaelmas* Term, in the Thirteenth Year of the Reign of His Majesty King *George* the Third, the said Estate Tail of the said *Thomas Fowler* the Son, in the said Hereditaments and Premises, was barred, and the same Premises were and stood limited, to the Use of the said *Mary Fowler* and her Assigns, for her Life, and after her Decease, to the Use of the said *Thomas Fowler*, his Heirs and Assigns for ever: And whereas, some Time in the Year One thousand seven hundred and eighty, the said *Mary Fowler*, and *Thomas Fowler* the Son, contracted and agreed with *Henry Halsted* of *Walberton* aforesaid, Gentleman, for the absolute Sale of the Fee Simple in Possession of the said Estate and Premises, (including the whole of the Land so taken by the said *Thomas Fowler*, in Exchange as aforesaid), free from Incumbrances for the Price or Sum of Two thousand six hundred and twenty-five Pounds; and accordingly by Indentures of Lease and Release, bearing Date respectively the Twenty-second and Twenty-third Days of *September* One thousand seven hundred and eighty, all and singular the said Estates, Lands, and Premises, were by the Direction of the said *Henry Halsted* granted and conveyed by the said *Mary Fowler*, and *Thomas Fowler* her Son, unto and to the Use of *William Halsted*, (the Son of the said *Henry Halsted*), his Heirs and Assigns for ever: And whereas under the said Purchase and Conveyance, the said *William Halsted* continued in the Occupation or Enjoyment of the whole of the Hereditaments and Premises so purchased by him, until the Year One thousand seven hundred and eighty-six, when the said *William Halsted* contracted and agreed with *George Montagu* Esquire, now an Admiral in His Majesty's Royal Navy, for the absolute Sale to him of the Fee Simple and Inheritance, free from Incumbrances, of and in a Messuage or Dwelling House, with divers Lands and Tenements thereto belonging, being the Principal Part of the Hereditaments and Premises which were so purchased by the said *William Halsted* and *Henry Halsted*, as aforesaid, and particularly including Seven Acres, Parcel of the Ten Acres of Land which were so taken in Exchange from the said Glebe as aforesaid, at the Price or Sum of Two thousand two hundred and eighty-four Pounds Five Shillings; and accordingly by Indentures of Lease and Release, bearing Date respectively the Twenty-third and Twenty-fourth Days of *June*, in the said Year One thousand seven hundred and eighty-six, and by a Fine levied by the said *William Halsted* and *Ann* his Wife, in pursuance of a Covenant therein contained in *Trinity* Term, in the Twenty-sixth Year of the Reign of His Majesty King *George* the Third, all the said Messuage or Dwelling House, Lands, and Premises, and especially the said Piece or Parcel of Land containing Seven Acres or thereabouts, so taken in Exchange as aforesaid, are and stand granted and conveyed, limited and assured, unto and to the Use of the said *George Montagu* and of Sir *George Thomas*, their Heirs and Assigns for ever, nevertheless, as to the Estate and Interest of the said Sir *George Thomas*, his Heirs and Assigns, in Trust for the said *George Montagu*, his Heirs and Assigns, and to be from Time to Time conveyed and disposed of as he or they should direct or appoint: And whereas under the said Purchase and Conveyance the said *George Montagu* has ever since continued in the Possession or Enjoyment of the said Seven Acres of Land taken from the Glebe as aforesaid, and the said *William Halsted* has in like Manner continued, and now is, in the

Poſſeſſion or Occupation and Enjoyment of the Three Acres, being the remaining Part of the ſaid Land taken from the Glebe in Exchange as aforeſaid: And whereas the ſaid *George Adams*, Party to the above recited Deed of Exchange, continued as the Incumbent of the ſaid Vicarage in the Occupation and Enjoyment of the Piece or Parcel of Land taken in Exchange by him under the ſaid Deed until the Time of his Death, which happened in the Year One thouſand ſeven hundred and fifty: And whereas on the Deceaſe of the ſaid *George Adams*, *Michael Dorſet* Clerk was collated to the ſaid Vicarage of *Walberton*, to which the adjoining Vicarage of *Yapton* was united in the Year One thouſand ſeven hundred and fifty-three, and thereupon entered into Poſſeſſion of the ſaid Piece or Parcel of Land ſo taken in Exchange from the ſaid *Thomas Fowler* the elder, and his Truſtees as aforeſaid, and continued in the Poſſeſſion or Occupation and Enjoyment thereof as Part of the Glebe Lands of the ſaid Vicarage of *Walberton*, until his Death, which happened in the Year One thouſand eight hundred and two: And whereas on the Deceaſe of the ſaid *William Dorſet*, *Robert Hardy* Clerk was duly inſtituted and inducted in and to the ſaid united Vicarage of *Walburton* and *Yapton*; and the ſaid *Robert Hardy* thereupon entered into Poſſeſſion of the ſaid Pieces or Parcels of Land ſo taken in Exchange from the ſaid *Thomas Fowler* the elder, and his Truſtees as aforeſaid, and has ever ſince continued, and now is in the Poſſeſſion or Enjoyment thereof, as Part of the Glebe Lands of the ſaid Vicarage: And whereas the Right Reverend Father in God *John*, now Lord Biſhop of *Chicheſter*, the Patron of the ſaid Vicarage of *Walberton*, and Dioceſan of the ſaid Church, the ſaid *Robert Hardy*, the preſent Incumbent of the ſaid Vicarage as aforeſaid, the ſaid *George Montagu*, the preſent Proprietor or Poſſeſſor of Seven Acres, or thereabouts, Part of the Land taken in Exchange from the ſaid Glebe as aforeſaid, and the ſaid *William Halſted*, as the Proprietor or Poſſeſſor of the remaining Part of the ſaid Land, are ſeverally ſatisfied that the ſaid Exchange ſo made between the ſaid *Thomas Fowler* the elder and his Truſtees, and the ſaid *George Adams*, late Vicar of the ſaid Vicarage, with ſuch Conſent and Confirmation of the ſaid *Matthias*, late Lord Biſhop of the ſaid See, and Patron of the ſaid Vicarage as aforeſaid, by the ſaid Indenture of the Eighth Day of *September* One thouſand ſeven hundred and forty-three herein-before recited, was in all Reſpects a fair and proper Exchange, and mutually beneficial and commodious for the ſaid ſeveral Parties and their reſpective Succeſſors, Heirs and Aſſigns, and the above named ſeveral Perſons are accordingly deſirous that the ſaid Exchange ſhould be legally eſtabliſhed and confirmed, but the ſame cannot be effected without the Aid and Authority of Parliament; wherefore Your Majeſty's moſt dutiful and loyal Subjects, the ſaid *John* Lord Biſhop of *Chicheſter*, *Robert Hardy*, *George Montagu*, and *William Halſted*, 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 the ſaid Indenture of the Eighth Day of *September* One thouſand ſeven hundred and forty-three, and all and every the Covenants, Agreements, Clauſes, Matters and Things therein and thereby entered into, agreed upon, and contained, ſhall be and the ſame are hereby ratified and confirmed.

Exchange confirmed.

II. And

The Land taken from the Glebe vested in the present Possessors.

II. And be it further enacted by the Authority aforesaid, That the several Closes or Pieces or Parcels of Land and Hereditaments so granted and given, or agreed to be granted and given in Exchange by the said *George Adams* to the said *William Leeves* and *Thomas Birch*, and their Heirs, by the said Indenture of the Eighth Day of *September* One thousand seven hundred and forty-three, as is herein-before mentioned and recited (being the Lands and Hereditaments mentioned in the First Schedule to this Act annexed), and all Houses, Outhouses, Edifices, Buildings, Barns, Stables, Yards, Gardens, Woods, Underwoods, Timber, and Trees, Commons, Common of Pasture, Ways, Waters, Easements, and Appurtenances whatsoever to the said Closes or Pieces or Parcels of Land and Hereditaments, or any Part thereof, belonging or in anywise appertaining, and the Reversion and Reversions, Remainder and Remainders, yearly and other Rents, Issues, and Profits of all and singular the same Lands and Hereditaments, shall from and after the passing of this Act, be settled, limited, and assured, and shall go and remain to the Uses herein-after expressed and declared, of and concerning the same Lands and Hereditaments, or the several Parts thereof, respectively; that is to say, as to and concerning all that Close or Piece or Parcel of Land, containing Seven Acres, or thereabouts, being that Part of the said Lands and Hereditaments so given and granted, or agreed to be given and granted in Exchange by the said *George Adams* as aforesaid, as is in the said Schedule first described, and therein mentioned to be now in the Occupation of the said *George Montagu*, to the only Use and Behoof of the said *George Montagu*, his Heirs and Assigns, for ever, subject only to the Payment of a proportionable Part of the yearly Sum of Four Shillings, of lawful Money of *Great Britain*, by the said Indenture or Deed of Exchange made payable unto the said *George Adams* and his Successors for ever, as therein mentioned, and also subject to the Tithes out of or payable for or in Respect of the said Hereditaments and Premises; and as to and concerning all that Close, or Piece or Parcel of Land, containing Three Acres, or thereabouts, being the Residue of the said Lands and Hereditaments, so given and granted, or agreed to be given and granted, by the said *George Adams*, in Exchange as aforesaid, and which is the Piece or Parcel of Land secondly described in the said Schedule to this Act annexed, and therein mentioned to be now in the Occupation of the said *William Halsted*, to the only Use and Behoof of the said *William Halsted*, his Heirs and Assigns, for ever, subject nevertheless to the Payment of a proportionable Part of the said yearly Sum of Four Shillings, of lawful Money of *Great Britain*, by the said Indenture made payable unto the said *George Adams* and his Successors, as aforesaid, and also subject to the Tithes out of or payable for or in Respect of the said Hereditaments and Premises.

The Lands given to the Glebe in Exchange vested in the Vicars of Walberton.

III. And be it further enacted by the Authority aforesaid, That the several Closes, or Pieces or Parcels of Land, and Hereditaments so granted and given, or agreed to be granted and given, in Exchange by the said *Thomas Fowler*, and *Mary* his Wife, *William Leeves*, *Thomas Birch*, and *Edward Boniface*, to the said *George Adams* and his Successors, Vicars of *Walberton* aforesaid, by the said Indenture of the Eighth Day of *September* One thousand seven hundred and forty-three, as herein-before is mentioned and recited, (being the Lands and Hereditaments mentioned and described in the said Second Schedule to this Act annexed), and all Woods, Underwoods,

Underwoods, and Trees, Commons, and Common of Paſture, Ways, Waters, Eaſements, Profits, Commodities, Privileges, Advantages, Hereditaments, and Appurtenances whatſoever to the ſaid Lands and Hereditaments ſo granted and given, or agreed to be granted and given by the ſaid *Thomas Fowler* or by the ſaid *Thomas Fowler* and *Mary* his Wife, *William Leeves*, *Thomas Birch*, and *Edward Boniface*, to the ſaid *George Adams*, and his Succeſſors, Vicars of *Walberton* aforeſaid, belonging or in anywiſe appertaining; and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues, and Profits of all and ſingular the ſame Lands and Hereditaments, ſhall from and after the paſſing of this Act be ſettled upon and veſted in the ſaid *Robert Hardy* and his Succeſſors, Vicars of *Walberton* for the Time being, as to ſuch Part of the ſaid Lands and Hereditaments as in the ſaid recited Deed of Exchange is mentioned to have been called or commonly known by the Name of *Todders*, and to contain by Eſtimation Six Acres more or leſs, to be holden of the Chief Lord or Lords of the Fee or Fees thereof by the ancient Rent of Four Shillings, and Services therefore formerly due and of Right accuſtomed to be paid and done.

Saving Clauſe.

IV. Saving always to the King's moſt Excellent Majeſty, His Heirs and Succeſſors, and to all and every other Perſon and Perſons, Bodies Politic and Corporate, his, her, and their Heirs, Executors, and Adminiſtrators, (other than and except the ſaid *George Montagu* and *William Halſted*, and their reſpective Heirs, and all Perſons entitled, or to become entitled from, by, through, under, or in Truſt for them, or either of them, or from, by, through, under, or in Truſt for the ſaid *Thomas Fowler*, Party to the Indenture of the Eighth of *September* One thouſand ſeven hundred and forty-three, herein-before recited, or the ſaid *Mary Fowler*, his Wife, or the ſaid *Thomas Fowler*, his Son, or the ſaid *Henry Halſted*, the Father of the ſaid *William Halſted*, to the Lands and Hereditaments by the ſaid Indenture given and granted, or agreed to be given and granted, by the ſaid *Thomas Fowler*, in Exchange as aforeſaid, and other than and except the ſaid *Robert Hardy* and his Succeſſors, Vicars of *Walberton* for the Time being, and the ſaid *John* Lord Biſhop of *Chicheſter* and his Succeſſors, Patrons of the ſaid Vicarage of *Walberton* for the Time being); all ſuch Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever, of, in, to, or out of the Premiſes reſpectively, ſo to be ſettled, limited, aſſured, and veſted by this Act, as they, every, or any of them had or were entitled to before the paſſing of this Act, or could or might have had, held, and enjoyed, in caſe this Act had not been made.

Evidence.

V. 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 a Copy thereof ſo printed by any of them, ſhall be admitted as Evidence thereof by all Judges, Juſtices, and others.

The

The FIRST SCHEDULE referred to by the foregoing Act.

	Estimated Quantity.	Quantity by Admeasurement.	Yearly Value.
	A. R. P.	A. R. P.	£ s. d.
Two Closes of Land, formerly Arable, but now Pasture, adjoining together, and containing when exchanged, by Estimation by the Customary Acre of the Country, being 120 Perches, -	10 0 0		
Whereof One Close is now in the Possession or Occupation of the said Admiral Montagu - -		8 2 6	13 13 7
The other Close in the Possession or Occupation of the said William Halsted -		1 2 12	2 11 2
	10 0 0	10 0 18	16 4 9

N. B.—Two Coach-houses, a Six-stall Stable, and a Brew-house, have been erected by the said Admiral Montagu, on the Part of the above Land in his Occupation, Value thereof to the Proprietor of his Dwelling House, to which they are attached as now standing - - - 919 0 7

Nett Value of the Materials thereof, if taken down 479 18 10

*Ja*s *Wisdom*, as to Quantity.
*Ja*s *Florance*, as to yearly Value.
Ed *Sturt*, as to Buildings.

The SECOND SCHEDULE referred to by the foregoing Act.

	Eſtimated Quantity.	Quantity by Admeaſurement.	Yearly Value.
	A. R. P.	A. R. P.	£ s. d.
A Cloſe of Arable Land, called Todders, when exchanged, Two Cloſes adjoining, together, and containing by the cuſtomary Acre of the Country, being 120 Perches - - -	6 0 0	6 1 17	11 10 0
A Cloſe of Meadow Land, called Weſt Mead, containing, when exchanged by Eſtimation, by the cuſtomary Acre of the Country, being 12 Perches - - -	4 0 0	5 0 25	5 4 2
Both in the Occupation of the ſaid Robert Hardy, Vicar of Walberton, aforeſaid - - -			
	10 0 0	11 2 12	16 14 2

Jas Wiſdom, as to Quantity.
Jas Florance, as to yearly Value.

LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN, Printers to the King's moſt Excellent Majeſty. 1812.