ANNO QUADRAGESIMO OCTAVO

GEORGII III. REGIS.

Cap. 156.

An Act for veſting in *Samuel Robert Gauſſen* of *North Mimms* in the County of *Hertford*, Eſquire, a Meſſuage and Farm with the Appurtenances in *North Mimms* aforeſaid; and for applying the Money to ariſe thereby in the Purchaſe of other Eſtates to be ſettled to the ſame Uſes as the Eſtate ſold.

[2d *July* 1808.]

WHEREAS by Indenture of Feoffment with Livery of Seizin indorſed, bearing Date on or about the Twentieth Day of *March* One thouſand ſix hundred and twenty-two, and made between *Hugh Maſcall*, *Thomas Curtys*, and *Henry Loft*, of the one Part, and *Valentine Deycrowe* Gentleman, and Twenty-two other Perſons therein named, all Pariſhioners and Inhabitants of the Pariſh of *Enfield* in the County of *Middleſex*, of the other Part; the ſaid *Hugh Maſcall*, *Thomas Curtys*, and *Henry Loft*, did grant and enfeoff unto the ſaid *Valentine Deycrowe* and the ſaid ſeveral other Perſons and their Heirs, all that Farmhouſe, Meſſuage, or Tenement, and all thoſe Lands and Grounds lying in ſundry Cloſes with the Appurtenances called or known by the Name of *Marches* and *Devizes*, containing together by Eſtimation Thirty Acres (more or leſs) ſituate, lying and being in *North Mimms* aforeſaid, then lately purchaſed of *William Roberts* Doctor of Divinity; to hold the ſame unto and to the Uſe of the ſaid *Valentine Deycrowe* and the ſaid ſeveral other

Perſons, their Heirs and Aſſigns for ever, to and for the only Uſe, Benefit, and Behoof of the Town and Pariſh of *Enfield* aforeſaid, in, for, and under the Limitations and Proviſions therein and hereinafter expreſſed and declared of and concerning the ſame; that is to ſay, upon Truſt that they the ſaid *Hugh Maſcall*, *Thomas Curtys*, *Henry Loft*, *Valentine Deycrowe*, and other the Co-feoffees and the Survivor and Survivors of them and their Heirs from Time to Time always and for ever thereafter the next Sabbath Day after their or any of their Receipt of the Rents, Iſſues or Profits of the Premiſes preſently after Divine Service or Sermon ended, ſhould ſignify and give Notice of a Veſtry to meet in the Afternoon of the ſame Day; and then and there that ſame Afternoon they ſhould bring the ſaid Rent and Money out of and for the Farm of the ſaid Premiſes ſo by them or any of them received, to the Intent that by the Conſent of the Veſtry there aſſembled, the ſaid Rent or Money might be diſpoſed and beſtowed according as the greateſt Number of Perſons at the ſaid Veſtry aſſembled for the Time being ſhould conſent and agree, ſo that it ſhould be to and for any general Uſe that did concern the ſaid Town and Pariſh of *Enfield*, or Poor there, or otherwiſe to be laid up and reſerved in the Store-houſe Cheſt, that it might be in a Readineſs at any Time as often and whenſoever Occaſion ſhould ſerve and require to diſpoſe of the ſame to and for the Uſes aforeſaid; and it was thereby conſented, agreed and concluded by and between all the ſaid Parties thereto, that the ſaid Feoffees ſhould not grant, demiſe, or let the ſaid Premiſes or any Part thereof by Demiſe, Leaſe, or any other Ways whatſoever to exceed the Number of Twenty-one Years, nor ſhould do any other Act, Thing or Things whatſoever in or about or concerning the Premiſes, or diſpoſe of the Rents or Profits thereof and thereout ariſing, coming, growing, or to be made without the ſpecial Conſent of a Veſtry or of the major Part thereof thereunto firſt had and obtained; and it was thereby further conſented, agreed, and concluded by and between all the ſaid Parties thereto, that no Perſon or Perſons which ſhould be a Feoffee of the ſaid Meſſuage, Tenement, and Premiſes, or any Part thereof, ſhould be made or admitted Tenant, Farmer, or Leſſee of or to the ſaid Tenement and Premiſes or any Part thereof in anywiſe during the Time that he or they ſhould be Feoffee or Feoffees thereof; and it was further conſented, concluded, and agreed by and between all the ſaid Parties thereto, that no Perſon or Perſons that then were Feoffee or Feoffees, or that thereafter ſhould be a Feoffee or Feoffees of the ſaid Premiſes, ſhould intermeddle to receive the Rents or Profits, or ſhould deal of, in, or with the ſame or any Part thereof any longer than while and during ſuch Time as he or they ſhould dwell or inhabit, and be abiding within the ſaid Town and Pariſh of *Enfield*, but that upon reaſonable Requeſt, and at the Coſts and Charges of the ſaid other Feoffees or ſome of them within Three Months next after his or their Remove or Departure to dwell out of the ſaid Pariſh of *Enfield*, ſhould remiſe, releaſe, and quit claim or otherwiſe in due Form of Law grant and convey all his, their, and every of their Eſtate, Right, Title, Intereſt, Claim and Demand of, in and to the ſaid Meſſuage or Tenement, Lands, Grounds, and Premiſes unto him or them granted or conveyed by thoſe Preſents unto all the Reſidue of the ſurviving Feoffees which ſhould then be living and inhabiting within the ſaid Town and Pariſh of *Enfield*, to the only Uſes, Intents and Purpoſes aforeſaid; and the further Intent and Meaning of thoſe Preſents and of all the Parties to the ſame were, that when the ſaid *Hugh Maſcall*, *Thomas Curtys*, *Henry Loft*, *Valentine Deycrowe*, *Henry Hunſdon* the younger and *Henry Hunſdon* the elder,

elder, *Eliseus Wybard*, and the Residue of the Parties to those Presents should be all deceased or departed and be gone to dwell out of the said Parish of *Enfield*, except Six, Five, or Four of them at the least, that then the said Six, Five, or Four of them so surviving and inhabiting within the said Parish of *Enfield*, within One Quarter of a Year then after, upon reasonable Request, and at the common Costs and Charges of the said Town and Parish of *Enfield*, should make, seal, and deliver one other Deed of Feoffment indented unto Ten other Persons at the least of discreet and substantial wealthy Men there dwelling and inhabiting within the said Parish of *Enfield*, to be elected, nominated, and chosen by a Vestry as is aforesaid, the said Vestry to be held upon public Warning and Notice on the Sabbath Day in the Church presently after Divine Service or Sermon ended; and they the said Six, Five, or Four Persons surviving in and by the said Deed of Feoffment indented, the said other Ten Persons or more should enfeoff of and in the said Messuage, Land, and Premises with the Appurtenances, and should execute the same, with Livery and Seizin or otherwise, in due Form of Law sufficiently to pass, convey, and settle the Estate and Inheritance in Fee Simple of the said Messuage or Tenement, Lands and Premises, in them the said Ten Persons or more and their Heirs in such like Manner and Form, and to the like Intents and Purposes in all Respects as are before in those Presents expressed and specified and upon the like Declarations; and that the said other Ten or more Persons to whom the said Deed of Feoffment should be made, should likewise from Time to Time for ever observe, perform, and fulfil all Intents, Uses, and Purposes in, touching, for, out of or concerning the Premises, according to the Limitations and Provisions contained in those Presents; and lastly, to the Intent that a certain settled and good Order might from Time to Time and always thereafter be observed and kept in and about the receiving of the Rents, Issues, Profits and Revenue of the Premises, as the same should grow due to be levied and received; it is consented, concluded, and agreed by and between all the Parties to those Presents, that the Two first nominated Persons in those Presents, or the Survivor of them respectively, for the First and present Year, should collect, gather, receive, and be Receiver and Receivers of the Rents, Issues, Profits, and Revenue of the Premises for and in the Names of the other Parties to those Presents, and so afterwards from Year to Year successively during their Lives, all and every the said Persons, Parties to those Presents, by Two and Two every Year in order and course successively as it should come and fall to their Turns, or the Survivor of the said Two Persons should Yearly collect, gather, receive, and be Receiver and Receivers of the Rents, Issues, Profits, and Revenues of the Premises; and the Sabbath Day next following after their, any and every of their said Collection and Receipt thereof, to give Notice or Warning for a Vestry to be held in the Afternoon, and then that same Sabbath Day to pay the same Rent, Revenue, and Profits of the Premises, and deliver the same over in Manner and Form as in and by those Presents before therein are and is mentioned, appointed, and declared: And whereas by virtue of Mesne Conveyances and other Assurances in the Law, the said Farm and Hereditaments comprized in the said recited Indenture of Feoffment are now become vested in *William Beckett*, *Thomas Hill*, *William Baker Naylor*, *Joseph Brown*, *Abraham Wilkinson*, *Joseph Welch*, *Newell Connop* and *Richard Gough*, all Parishioners and Inhabitants of the Parish of *Enfield* aforesaid, their Heirs and Assigns in Trust

The said Estate has become vested in other Parishioners.

as

Leaſe of 1805 expired.

as aforeſaid: And whereas the laſt Leaſe granted of the ſame Eſtate which expired at *Michaelmas* One thouſand eight hundred and five was to a Mr. *Phillips* at the Yearly Rent of Eighteen Pounds Eighteen Shillings only: And whereas a Veſtry for the ſaid Pariſh of *Enfield* was held on the Seventeenth Day of *October* One thouſand eight hundred and five, when it was reſolved that the ſaid Eſtate ſhould be let on Leaſe for Twenty-one Years from *Michaelmas* then laſt, the Tenant to expend One hundred and fifty Pounds at leaſt in ſubſtantial Repairs; towards which Fifty Pounds ſhould be allowed by the Pariſh; and Directions were given for publiſhing Advertiſements for receiving Propoſals which were complied with, and at a Veſtry held for the ſaid Pariſh on the Thirty-firſt Day of *October* One thouſand eight hundred and five, ſeveral Tenders were preſented, none of which exceeded Thirty-ſix Pounds, as the Annual Rent for the ſaid Eſtate, and the ſaid Pariſh to repair the Premiſes: And whereas an Offer was alſo made at the ſame Veſtry to purchaſe the ſaid Eſtate, which the Veſtry conſidered as highly advantageous, and the whole Buſineſs was therefore referred to the Conſideration of the next Veſtry, which was held on the Seventh Day of *November* following, when the Minutes of the laſt Veſtry for letting the ſaid Eſtate were reſcinded, and a Contract was made for ſelling the Eſtate to *Samuel Robert Gauſſen* of *North Mimms* aforeſaid Eſquire for One thouſand five hundred Pounds; and an Agreement was accordingly on that Day entered into between *Henry Sawyer* the Veſtry Clerk of the ſaid Pariſh of *Enfield*, on Behalf of the Truſtees of the ſaid Eſtate of the one Part, and *Joſeph Scrace* of *North Mimms* aforeſaid on Behalf of the ſaid *Samuel Robert Gauſſen* of the other Part, whereby it was agreed that the ſaid Truſtees ſhould make out a good Title and by good and ſufficient Conveyances in the Law convey and aſſure unto the ſaid *Samuel Robert Gauſſen* and his Heirs all that the ſaid Farm and Hereditaments comprized in the ſaid recited Indenture of Feoffment with the Appurtenances; and that the ſaid *Samuel Robert Gauſſen* ſhould receive all the Rents, Iſſues, and Profits thereof from the Twenty-ninth Day of *September* then laſt, in Conſideration whereof the ſaid *Joſeph Scrace* did thereby agree that the ſaid *Samuel Robert Gauſſen* ſhould pay unto the ſaid Truſtees the Sum of One thouſand five hundred Pounds on executing ſuch Conveyances as aforeſaid: And whereas the Rents and Profits of the ſaid Eſtate are now and for ſome Time have been applied towards paying the Salaries to the Schoolmaſter and Uſhers of the Free School of *Enfield*: And whereas it would be highly advantageous to the ſaid Pariſh if the ſaid Agreement was carried into Effect and the ſaid Eſtate veſted in the ſaid *Samuel Robert Gauſſen* in Fee Simple freed and diſcharged of the Uſes and Truſts of the ſaid recited Indenture of Feoffment, and the ſaid Sum of One thouſand five hundred Pounds was paid in Manner hereinafter mentioned, and laid out in the Purchaſe of other Eſtates to be ſettled to the ſame Uſes: but inaſmuch as the ſaid ſeveral Purpoſes cannot be effected without the Aid and Authority of Parliament, Wherefore Your Majeſty's moſt dutiful and loyal Subjects the ſaid *William Beckett*, *Thomas Hill*, *William Baker Naylor*, *Joſeph Brown*, *Abraham Wilkinſon*, *Joſeph Welch*, *Newell Connop* and *Richard Gough*, on Behalf of themſelves and the Reſt of the Pariſhioners of the ſaid Pariſh, 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

Veſtry of Enfield Pariſh, October 1805.

Offer to Veſtry to purchaſe the ſaid Eſtate.

Application of the Rents of the ſaid Eſtate.

Propoſed Sale of the ſaid Eſtate for 1,500 l.

Parliament assembled, and by the Authority of the same, That from and immediately after the said Sum of One thousand five hundred Pounds of lawful Money of *Great Britain* shall be paid by him the said *Samuel Robert Gaussen*, his Heirs, Executors, or Administrators, into the Bank of *England* in the Manner herein-after mentioned, and after such Receipt shall be given as herein-after is directed to be given for the same, all that Messuage, Farm-house, Barns, Stables, Cow-house, Lands, Hereditaments, and Premises situate at *North Mimms* aforesaid, and more particularly mentioned and described in the Schedule to this Act annexed, together with their and every of their Rights, Members, and Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof, shall be and become absolutely vested in and settled upon the said *Samuel Robert Gaussen*, his Heirs and Assigns, to the only proper Use and Behoof of him the said *Samuel Robert Gaussen*, his Heirs and Assigns, for ever freed and absolutely discharged of and from all and every the Uses, Trusts, Estates, Powers, Provisions, Declarations, and Agreements in and by the said recited Indenture of Feoffment of the Twentieth Day of *March* One thousand six hundred and twenty-two, expressed, declared, and contained of and concerning the same.

Empowering Sale of the said Trust Estate.

II. And be it further enacted, That the said *Samuel Robert Gaussen*, his Heirs, Executors, or Administrators, shall pay the said Sum of One thousand five hundred Pounds into the Bank of *England* in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there, *ex parte* the Purchaser or Purchasers of the Trust Estate called *Marches* and *Devizes*, in the Parish of *North Mimms* in the County of *Hertford*, belonging to the Parish of *Enfield* in the County of *Middlesex*, 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 King *George* the Second, Chapter Twenty-four, and the Certificate or Certificates of the said Accountant General of the High Court of Chancery, of the Payment of the said Sum of One thousand five hundred Pounds, 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, shall be a sufficient Release and Discharge for the Money so paid into the Bank as aforesaid, and the said *Samuel Robert Gaussen*, his Heirs, Executors, or Administrators shall not afterwards be obliged to see to the Application of such Money or any Part thereof.

Purchase Money to be deposited in the Bank.

III. And be it further enacted, That the said Sum of One thousand five hundred Pounds so paid into the Bank of *England* as aforesaid, shall be laid out and invested under the Direction and with the Approbation of the High Court of Chancery, to be signified upon an Order made upon a Petition to be preferred in a summary Way by the said Trustees, or the Trustee or Trustees for the Time being, in the Purchase of other Messuages, Lands, Tenements, and Hereditaments, situate in *England* or *Wales*, and the Messuages, Lands, Tenements, and Hereditaments so to be purchased shall thereupon with all convenient Speed be conveyed and settled to and to the Use of such Trustees or the Trustee or Trustees for the Time being and their Heirs and Assigns, to be by them held upon the several Trusts, and to and for the several Ends, Intents, and Purposes mentioned, expressed, and

Application of the Purchase Money.

declared of and concerning the Hereditaments and Premiſes comprized in the ſaid recited Indenture of Feoffment from the Sale whereof the Money veſted in ſuch Purchaſe or Purchaſes aroſe.

Intereſt and Uſe thereof.

IV. And be it further enacted, That the ſaid Sum of One thouſand five hundred Pounds ſo directed to be paid into the Bank of *England* as aforeſaid, or ſo much thereof as ſhall not be ordered by the ſaid Court of Chancery to be applied for the Payment of Coſts and Expences according to the Proviſions herein-after contained, ſhall in the mean Time and until the ſaid Monies ſhall be inveſted in a Purchaſe or Purchaſes as aforeſaid by Order of the ſaid Court of Chancery, upon a Petition to be preferred in a ſummary Way by or on the Behalf of ſuch Truſtees or Truſtee for the Time being, be inveſted by the ſaid Accountant General in the Purchaſe of Three Pounds *per Centum* Conſolidated or Three Pounds *per Centum* Reduced Bank Annuities in his Name *ex parte* the Purchaſer or Purchaſers of the Truſt Eſtate called *Marches* and *Devizes*, in the Pariſh of *North Mimms* in the County of *Hertford*, belonging to the Pariſh of *Enfield* in the County of *Middleſex;* and in the mean Time and until ſuch Bank Annuities ſhall be ordered by the ſaid Court to be ſold for the Purpoſes aforeſaid, the Dividends or Annual Produce of the ſaid Conſolidated or Reduced Bank Annuities ſhall from Time to Time be paid by the ſaid Accountant General to ſuch Truſtee or Truſtees for the Time being as aforeſaid, or any One of them, and by them, or him, applied and diſpoſed of in ſuch and the ſame Manner in all Reſpects as the Rents and Profits of the Hereditaments and Premiſes by Sale whereof the Money inveſted in ſuch Annuities aroſe, were or ought to have been applied if this Act had not been made.

Coſts to be taxed.

V. Provided always, and be it further enacted, That it ſhall and may be lawful for the High Court of Chancery from Time to Time, to make ſuch an Order as that Court ſhall think fit, for taxing all Coſts, Charges, and Expences which ſhall have been incurred preparatory to, and in ſoliciting and applying for and obtaining and paſſing this Act, and in making the ſeveral Applications to the ſaid Court of Chancery in purſuance hereof, and in making and completing the Sale of the Hereditaments hereby made ſaleable, and in veſting all or any of the Monies which under this Act ſhall be paid into the Bank of *England* in the Purchaſe of Lands and Hereditaments according to the Directions herein contained, or otherwiſe in carrying the Truſts and Purpoſes of this Act into Execution; and alſo from Time to Time to make an Order, if to the ſame Court it ſhall ſeem fit, for Payment of all ſuch Coſts, Charges, and Expences as aforeſaid, out of the Money ſo to be paid into the Bank as aforeſaid, or out of the Money ariſing by Sale of the Bank Annuities to be purchaſed as aforeſaid.

General Saving.

VI. 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, and their reſpective Heirs, Succeſſors, Executors and Adminiſtrators (other than and except the ſaid ſeveral Truſtees, their Heirs and Aſſigns, and all and every other Perſon or Perſons whomſoever claiming or to claim any Eſtate, Right, Title, or Intereſt of, in, or to the ſaid Hereditaments and Premiſes hereby directed to be veſted in the ſaid *Samuel Robert Gauſſen*, his Heirs and Aſſigns as aforeſaid, or any Part thereof, under or by virtue of the ſaid recited Indenture of Feoffment, or any Deed granted ſubſequent

sequent to, and in pursuance thereof) all such Estate, Right, Title, Interest, Claim, and Demand of, in, to, or out of the said Hereditaments and Premises hereby directed to be vested in the said *Samuel Robert Gaussen*, his Heirs and Assigns as aforesaid, or any Part thereof, as they, or any of them had before the making this Act, or could or might have had, held or enjoyed, in case the same had not been made.

Public Act.

VII. And be it further enacted, That this Act shall be printed by the Printer to the King's most Excellent Majesty, and a Copy thereof so printed shall be taken as Evidence thereof by all Judges, Justices, and others.

The SCHEDULE to which the foregoing ACT refers.

Description of the Estate.	Name of Occupier.	Quantity. A.	R.	P.
A Messuage, with Barn, Stables, Out-houses, and several Pieces or Parcels of Arable and Meadow or Pasture Land, called *Marches* and *Devizes*, situate in the Parish of *North Mimms*, in the County of *Hertford* - -	*Samuel Robert Gaussen* -	30	1	16

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