ANNO QUINQUAGESIMO

GEORGII III. REGIS.

Cap. 196.

An Act for veſting the ſettled Eſtates at *Eltham*, in the County of *Kent*, of the Right Honourable *George Auguſtus Henry Anne* Lord *Rancliffe*, in Truſtees upon Truſt, to ſell the ſame, or to make Grants in Fee, or Leaſes of the ſame, for the Purpoſe of building; and to lay out the Monies ariſing by ſuch Sales in the Purchaſe of other Eſtates to be ſettled to the ſame Uſes. [15th *June* 1810.]

Indentures of Leaſe and Releaſe, dated 23d and 24th January 1793.

WHEREAS by Indentures of Leaſe and Releaſe, bearing Date reſpectively the Twenty-third and Twenty-fourth Days of *January* One thouſand ſeven hundred and ninety-three, the Releaſe being made or expreſſed to be made between Dame *Anne James*, of *Hartham Park*, in the County of *Wilts*, Widow and Relict, and alſo a Deviſee and Executrix named and appointed in and by the laſt Will and Teſtament of Sir *William James*, late of *Eltham* in the County of *Kent*, Baronet, deceaſed, of the Firſt Part; *Lacon Lambe* Gentleman, *Elizabeth Woodhouſe* Widow, *John Woodhouſe* Eſquire, *James Woodhouſe* Clerk, and *Francis Coke* Clerk, of the Seceond Part; *Philip Bromfield* Eſquire, and *William Bowman* Banker, of the Third Part; *Thomas Boothby Parkyns*, who was afterwards created Lord *Rancliffe*, and *Elizabeth Anne*, afterwards Lady *Rancliffe*, his Wife, late *Elizabeth Anne James* Spinſter, the only ſurviving Child, Heireſs at Law and a Deviſee named in the laſt Will and Teſtament of Sir *William James*, of the Fourth Part; *Clement Winſtanley* Eſquire, of the Fifth Part; the Right Honourable *Francis* Earl of *Moira*, then *Francis* Lord *Rawdon*, and the ſaid *Philip Bromfield* and

Dame *Anne James*, of the Sixth Part; the said *Thomas Boothby Parkyns*, afterwards Lord *Rancliffe*, of the Seventh Part; the said *Elizabeth Anne*, afterwards Lady *Rancliffe*, of the Eighth Part; the Right Honourable *George Augustus Henry Anne*, now Lord *Rancliffe*, then *George Augustus Henry Anne Parkyns* Esquire, the only Son of the said *Thomas Boothby Parkyns*, afterwards Lord *Rancliffe*, and *Elizabeth Anne*, afterwards Lady *Rancliffe*, his Wife, of the Ninth Part; *Elizabeth Anne Parkyns*, the eldest Daughter of the said *Thomas Boothby Parkyns*, afterwards Lord *Rancliffe*, and *Elizabeth Anne*, afterwards Lady *Rancliffe*, his Wife, of the Tenth Part; *Selina Jane Parkyns*, the second Daughter of the said *Thomas Boothby Parkyns*, afterwards Lord *Rancliffe*, and *Elizabeth Anne*, afterwards Lady *Rancliffe*, his Wife, of the Eleventh Part; *Harriet Elizabeth Parkyns*, the third Daughter of the said *Thomas Boothby Parkyns*, afterwards Lord *Rancliffe*, and *Elizabeth Anne*, afterwards Lady *Rancliffe*, his Wife, of the Twelfth Part; *Anne Sarah Catherine Parkyns*, the fourth Daughter of the said *Thomas Boothby Parkyns*, afterwards Lord *Rancliffe*, and *Elizabeth Anne*, afterwards Lady *Rancliffe*, his Wife, of the Thirteenth Part; and *Maria Charlotte Parkyns*, the fifth Daughter of the said *Thomas Boothby Parkyns*, afterwards Lord *Rancliffe*, and *Elizabeth Anne*, afterwards Lady *Rancliffe*, his Wife, of the Fourteenth Part; reciting in the said Indenture of Release, among other Things, that the said Sir *William James*, being at the Time of the Date and Execution of his Will thereinafter mentioned, and also at the Time of his Death, seised and intitled in Fee Simple of and to the Messuages or Tenements and Hereditaments therein particularly mentioned or described and referred to, did by his last Will and Testament in Writing (duly executed as the Law requires, for devising Freehold Lands, Tenements and Hereditaments and Real Estates,) bearing Date on or about the Twenty-fifth Day of *June*, which was in the Year of our Lord One thousand seven hundred and eighty, (among other Things) give and devise all that his capital Messuage or Manfion-House at *Eltham* aforesaid, in the County of *Kent* called *Park Farm*, with Four hundred Acres of Land, were the same more or less, and the Farm House and Appurtenances thereunto belonging; and also all the Lands, Tenements and Hereditaments he the said Testator had lately purchased of Mr. *James Adams*, and his Lands in the County of *Huntingdon*, and all his Goods, Household Furniture and Implements of Household, in his said capital Messuage or Manfion House, unto the said Dame *Anne James*, for her Life; and after her Decease he gave and devised the same to his dear Son *Edward William James*, at his Age of Twenty-five Years, and to the Heirs of his Body, but if he died under that Age unmarried and without Issue, he the said Testator gave the same, and every Part thereof, to any Son his said Wife might be ensient with at the Time of his Death, and the Heirs of his Body; and failing such Issue to his dear Daughter *Elizabeth Anne*, and any Daughter or Daughters, and younger Son or Sons born after his Decease, and the Heirs of their Bodies respectively, equally to be divided, if more than One, Share and Share alike, and in Default of such Issue, he the said Testator gave the same to his own right Heirs for ever; and reciting that the said Testator departed this Life on or about the Sixteenth Day of *December*, which was in the Year of our Lord Seventeen hundred and eighty-three, without revoking or altering his said Will, leaving the said Dame *Anne* his Wife, and *Edward William James*, and *Elizabeth Anne James*, his only Children, him surviving; and reciting that the said Dame *Anne James* duly proved the said Will in the Prerogative Court of the Archbishop of *Canterbury*;

Canterbury; and alſo reciting that the ſaid *Elizabeth Anne James* ſoon afterwards intermarried with the ſaid *Thomas Boothby Parkyns* Eſquire (who was afterwards created Lord *Rancliffe* in *Ireland*); and further reciting that the ſaid Sir *Edward William James* departed this Life on or about the Sixteenth Day of *November* then laſt paſt, under the Age of Twenty-five Years, *videlicet*, of the Age of Seventeen Years or thereabouts unmarried, without Iſſue and inteſtate, the ſaid Dame *Anne James* and *Thomas Boothby*, afterwards Lord *Rancliffe*, and *Elizabeth Anne* his Wife, afterwards Lady *Rancliffe*, did, for the Conſiderations mentioned in the ſaid Indenture of Releaſe, grant Releaſe and confirm unto the ſaid *Francis* Earl of *Moira* and *Philip Bromfield*, their Heirs and Aſſigns, the capital Meſſuage and other Hereditaments deviſed by the ſaid Will of the ſaid Sir *William James* with their Appurtenants, to hold the ſame unto the ſaid *Francis* Earl of *Moira* and *Philip Bromfield*, their Heirs and Aſſigns, to the Uſes upon and for the Truſts, Intents and Purpoſes, and with, under and ſubject to the Powers, Proviſoes, Agreements and Declarations in the Indenture of Releaſe now in Recital expreſſed and contained, and in part hereinafter mentioned, (that is to ſay) to the Uſe of the ſaid Dame *Anne James* and her Aſſigns, for her Life, without Impeachment of Waſte; and after her Deceaſe to the Uſe of the ſaid *Thomas Boothby*, afterwards Lord *Rancliffe*, and *Elizabeth Anne*, afterwards Lady *Rancliffe*, his Wife, and the Survivor of them, during their natural Lives and the Life of the longer Liver of them, without Impeachment of Waſte; and after the Deceaſe of the Survivor of them the ſaid *Thomas Boothby*, afterwards Lord *Rancliffe*, and *Elizabeth Anne*, afterwards Lady *Rancliffe*, his Wife, to the Uſe of the ſaid *George Auguſtus Henry Anne*, now Lord *Rancliffe*, and his Aſſigns, during his Life, without Impeachment of Waſte; and after the Determination of that Eſtate by Forfeiture or otherwiſe, in the Life-time of the ſaid *George Auguſtus Henry Anne*, now Lord *Rancliffe*, to the Uſe of the ſaid *Francis* Earl of *Moira* and *Philip Bromfield*, and their Heirs, during the Life of the ſaid *George Auguſtus Henry Anne*, now Lord *Rancliffe*, upon Truſt, to preſerve the contingent Remainders thereinafter limited, and after the Deceaſe of the ſaid *George Auguſtus Henry Anne*, now Lord *Rancliffe*, to the Uſe of the firſt and every other Son of the ſaid *George Auguſtus Henry Anne*, now Lord *Rancliffe*, ſeverally and ſucceſſively, according to their reſpective Seniorities in Tail, and for Default of ſuch Iſſue to the Uſe of all and every the Daughters and Daughter of the ſaid *George Auguſtus Henry Anne*, now Lord *Rancliffe*, to be equally divided between or among them, if more than One, as Tenants in common in Tail, with Croſs Remainders between or among them in Tail; and if all the ſaid Daughters ſave One ſhould die without Iſſue, or there ſhould be but One ſuch Daughter, to the Uſe of that remaining or only Daughter in Tail, and for Default of ſuch Iſſue to the Uſe of the ſecond and every ſubſequently born Son of the ſaid *Thomas Boothby*, afterwards Lord *Rancliffe*, by the ſaid *Elizabeth Anne*, afterwards Lady *Rancliffe*, his Wife, ſeverally and ſucceſſively, according to their reſpective Seniorities in Tail, and for Default of ſuch Iſſue to the Uſe of the ſaid *Elizabeth Anne Parkyns*, and her Aſſigns, for her Life, without Impeachment of Waſte; and after the Determination of that Eſtate by Forfeiture or otherwiſe, in the Lifetime of the ſaid *Elizabeth Anne Parkyns*, to the Uſe of the ſaid *Francis* Earl of *Moira* and *Philip Bromfield*, and their Heirs, during the Life of the ſaid *Elizabeth Arne Parkyns*, upon Truſt, to preſerve the contingent Remainders thereinafter limited; and after the Deceaſe of

the

the ſaid *Elizabeth Anne Parkyns* to the Uſe of the firſt and every other Son of the ſaid *Elizabeth Anne Parkyns* ſeverally and ſucceſſively, according to their reſpective Seniorities in Tail; and for Default of ſuch Iſſue to the Uſe of all and every the Daughters and Daughter of the ſaid *Elizabeth Anne Parkyns*, to be equally divided between or amongſt them, if more than One, as Tenants in Common in Tail, with Croſs Remainders between or among them in Tail; and if all the ſaid Daughters ſave One ſhould die without Iſſue, or there ſhould be but One ſuch Daughter, to the Uſe of that One Daughter in Tail; and for Default of ſuch Iſſue to the Uſe of the ſaid *Selina Jane Parkyns* and her Aſſigns for her Life, without Impeachment of Waſte; and after the Determination of that Eſtate by Forfeiture or otherwiſe in the Lifetime of the ſaid *Selina Jane Parkyns*, to the Uſe of the ſaid *Francis* Earl of *Moira* and *Philip Bromfield* and their Heirs during the Life of the ſaid *Selina Jane Parkyns* upon Truſt, to preſerve the contingent Remainders thereinafter limited; and after the Deceaſe of the ſaid *Selina Jane Parkyns* to the Uſe of the firſt and every other Son of the ſaid *Selina Jane Parkyns* ſeverally and ſucceſſively, according to their reſpective Seniorities in Tail; and for Default of ſuch Iſſue to the Uſe of all and every the Daughters and Daughter of the ſaid *Selina Jane Parkyns*, to be equally divided between or among them if more than One as Tenants in common in Tail, with Croſs Remainders between or among them in Tail; and if all the ſaid Daughters ſave One ſhould die without Iſſue, or there ſhould be but One ſuch Daughter, to the Uſe of that One or only Daughter in Tail, and for Default of ſuch Iſſue to the Uſe of the ſaid *Harriet Elizabeth Parkyns* and her Aſſigns for her Life, without Impeachment of Waſte; and after the Determination of that Eſtate by Forfeiture or otherwiſe in her Lifetime, to the Uſe of the ſaid *Francis* Earl of *Moira* and *Philip Bromfield* and their Heirs, during the Life of the ſaid *Harriet Elizabeth Parkyns*, upon Truſt, to preſerve the contingent Remainders thereinafter limited; and after the Deceaſe of the ſaid *Harriet Elizabeth Parkyns* to the Uſe of the firſt and every other Son of the ſaid *Harriet Elizabeth Parkyns* ſeverally and ſucceſſively, according to their reſpective Seniorities in Tail; and for Default of ſuch Iſſue to the Uſe of all and every the Daughters and Daughter of the ſaid *Harriet Elizabeth Parkyns*, to be equally divided between or among them if more than One, as Tenants in common in Tail, with Croſs Remainders between or among them in Tail; and if all the ſaid Daughters but One ſhould die without Iſſue, or there ſhould be but One ſuch Daughter, to the Uſe of that One or only Daughter in Tail, and for Default of ſuch Iſſue to the Uſe of the ſaid *Anne Sarah Catherine Parkyns* and her Aſſigns for her Life, without Impeachment of Waſte; and after the Determination of that Eſtate by Forfeiture or otherwiſe in her Lifetime, to the Uſe of the ſaid *Francis* Earl of *Moira* and *Philip Bromfield* and their Heirs during the Life of the ſaid *Anne Sarah Catherine Parkyns* upon Truſt, to preſerve the contingent Remainders thereinafter limited; and after the Deceaſe of the ſaid *Anne Sarah Catherine Parkyns* to the Uſe of the firſt and every other Son of the ſaid *Anne Sarah Catherine Parkyns* ſeverally and ſucceſſively according to their reſpective Seniorities in Tail, and in Default of ſuch Iſſue to the Uſe of all and every the Daughters and Daughter of the ſaid *Anne Sarah Catherine Parkyns*, to be equally divided between or among them, if more than One, as Tenants in common in Tail, with Croſs Remainders between or among them in Tail; and if all the ſaid Daughters ſave One ſhould die without Iſſue, or there ſhould be but One ſuch Daughter, to the Uſe of that

One

One or only Daughter in Tail; and for Default of such Issue, to the Use of the said *Maria Charlotte Parkyns* and her Assigns for her Life, without Impeachment of Waste; and after the Determination of that Estate by Forfeiture or otherwise in the Lifetime of the said *Maria Charlotte Parkyns*, to the Use of the said *Francis* Earl of *Moira* and *Philip Bromfield*, and their Heirs, during the Life of the said *Maria Charlotte Parkyns*, upon Trust, to preserve the contingent Remainders thereinafter limited; and after the Decease of the said *Maria Charlotte Parkyns*, to the Use of the first and every other Son of the said *Maria Charlotte Parkyns*, severally and successively, according to their respective Seniorities, in Tail; and for Default of such Issue, to the Use of all and every the Daughters and Daughter of the said *Maria Charlotte Parkyns*, to be equally divided between or among them if more than One, as Tenants in Common in Tail, with cross Remainders between or among them in Tail; and if all the said Daughters save One should die without Issue, or there should be but One such Daughter, to the Use of that One or only Daughter in Tail; and for Default of such Issue, to the Use of the first and every other Son of the said *Elizabeth Anne*, afterwards Lady *Rancliffe*, by any after taken Husband, severally and successively, according to their respective Seniorities in Tail; and for Default of such Issue, to the Use of the first and every other Daughter of the said *Elizabeth Anne*, afterwards Lady *Rancliffe*, by any after taken Husband, severally and successively, according to their respective Seniorities, in Tail; and for Default of such Issue, to the Use of the said *Thomas Boothby*, afterwards Lord *Rancliffe*, his Heirs and Assigns for ever; and by and in the Indenture now in Recital, the said *Dame Anne James*, and the said *Thomas Boothby*, afterwards Lord *Rancliffe*, and *Elizabeth Anne*, afterwards Lady *Rancliffe*, his Wife, covenanted to levy a Fine *sur Conuzance de Droit Come Ceo, &c.* of the Messuage and other Hereditaments therein mentioned; and it was directed, agreed and declared, that the said Fine when levied should operate and enure to the Uses upon and for the Trusts, Intents and Purposes, and with, under and subject to the Powers, Provisoes, Agreements and Declarations in the said Indenture of Release expressed and contained; and the said Fine was afterwards duly levied and suffered accordingly: And whereas the said *Elizabeth Anne* Lady *Rancliffe* departed this Life in the Lifetime of the said *Thomas Boothby* Lord *Rancliffe*, her Husband: And whereas the said *Thomas Boothby* Lord *Rancliffe*, duly signed and published his last Will and Testament in Writing, bearing Date the Twenty-first Day of *June* One thousand seven hundred and ninety-eight, and he thereby committed the Care of his Children unto his Mother-in-law the said *Dame Anne James*, and his Friends the said *Francis* Earl of *Moira*, and the Earl of *Wycombe:* And whereas the said *Thomas Boothby* Lord *Rancliffe*, duly signed and published a Codicil to his said Will, which Codicil bears Date the Twenty-first Day of *June* One thousand seven hundred and ninety-eight, but the said Testator did not by his said Will or Codicil make any Disposition of the Remainder in Fee, limited to him by the said Indentures of Lease and Release of the Twenty-third and Twenty-fourth Days of *January* One thousand seven hundred and ninety-three, and the Fine levied in pursuance of the said Indenture of Release: And whereas the said *Thomas Boothby* Lord *Rancliffe*, departed this Life in the Year One thousand eight hundred, leaving the said *George Augustus Henry Anne*, now Lord *Rancliffe*, his only Son and Heir, and his Daughters, the said *Elizabeth Anne Parkyns*, *Selina Jane Parkyns*, *Harriet Elizabeth Parkyns*,

21st June, 1708. Will of T. B. Lord Rancliffe.

Anne Sarah Catherine Parkyns, and *Maria Charlotte Parkyns*, him surviving: And whereas the said Dame *Anne James* departed this Life in the Year One thousand seven hundred and ninety-eight: And whereas the said *Selina Jane Parkyns*, and *Anne Sarah Catherine Parkyns*, are both dead without Issue: And whereas the said Earl of *Wycombe*, afterwards the Most Honourable the Marquis of *Lansdowne*, hath departed this Life, leaving the said *Francis* Earl of *Moira* him surviving: And whereas the said *George Augustus Henry Anne* Lord *Rancliffe* is married, but hath not any Issue: And whereas the said *Elizabeth Anne Parkyns* hath attained her Age of Twenty-one Years, and is unmarried: And whereas the said *Harriet Elizabeth Parkyns* hath intermarried with and is now the Wife of Sir *William Rumbold* Baronet, and the said Sir *William Rumbold* and Dame *Harriet Elizabeth* his Wife have Issue, a Daughter less than One Month old and not yet baptised: And whereas the said *Maria Charlotte Parkyns* is an Infant under the Age of Twenty-one Years, and unmarried: And whereas the said Estate at *Eltham*, devised by the said Will of the said Sir *William James*, and comprised in the said Indentures of Lease and Release of the Twenty-third and Twenty-fourth Days of *January* One thousand seven hundred and ninety-three, is particularly described in the Schedule to this Act: And whereas the principal Mansion House, and the Bulk of the Family Estates of the said *George Augustus Henry Anne* Lord *Rancliffe*, are situate in the County of *Nottingham*: And whereas the Estate at *Eltham*, devised by the said Will of the said Sir *William James*, as hereinbefore is mentioned, lies convenient for building, and might be sold in Parcels or granted in Fee, or let upon Lease, for building to great Advantage; And it would therefore be greatly for the Benefit of the several Persons interested in the Estates settled by the said Indentures of Lease and Release of the Twenty-third and Twenty-fourth Days of *January* One thousand seven hundred and ninety-three, and the Fine levied in pursuance of the said Indenture of Release, that the said Hereditaments should be vested in Trustees, in Trust to sell such Parts of the same as can be advantageously sold, and make such Grants or Leases as aforesaid of such Parts of the same as can be so advantageously granted or leased, and to invest the Money arising from the said Sales, under the Direction of the High Court of Chancery, in the Purchase of other Hereditaments, and to settle the Hereditaments so to be purchased to the Uses and upon the Trusts of the said Indenture of Release of the Twenty-fourth Day of *January* One thousand seven hundred and ninety-three; but by reason of the Limitations and Trusts contained in the same Indenture, such Sales, Grants or Leases cannot be effectually made without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *George Augustus Henry Anne* Lord *Rancliffe*, and *Elizabeth Anne Parkyns*, and the said Sir *William Rumbold*, Baronet, and the said *Dame Harriet Elizabeth*, his Wife, for themselves and their said Infant Daughter, and the said *Francis* Earl of *Moira*, for and on Behalf of the said *Maria Charlotte Parkyns*, 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 all those the Pieces and Parcels of Land, which are comprised in or settled by the Indentures of Lease and Release, hereinbefore recited, and the Capital Messuage or Manion House, and all other Messuages, Edifices and Buildings, on or upon

The Hereditaments in the Schedule shall be vested in Trustees.

upon the ſame or any Part thereof, with their Rights, Members and Appurtenances (all which ſaid Hereditaments are intended to be particularly mentioned in the Schedule to this Act), and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits of the ſame Hereditaments, ſhall immediately from and after the paſſing of this Act be and the ſame are hereby veſted in the ſaid *Francis* Earl of *Moira*, and *William Forſteen*, of *Lime-ſtreet Square*, in the City of *London*, Eſquire, their Heirs and Aſſigns, abſolutely and for ever freed and diſcharged of and from all and ſingular the Uſes, Eſtates, Intails, Remainders, Limitations, Truſts, Charges, Powers, Proviſoes and Declarations, which under or by virtue of the ſaid Indentures of Leaſe and Releaſe, of the Twenty-third and Twenty-fourth Days of *January* One thouſand ſeven hundred and ninety-three, and the Fine levied in purſuance of the ſaid Indenture of Releaſe, or any of them, are now ſubſiſting, or capable of taking effect in the ſame Hereditaments, but upon and for the Truſts, Intents and Purpoſes hereinafter expreſſed and contained of and concerning the ſame.

Upon Truſt to ſell ſuch Parts as in their Diſcretion can be ſold to Advantage.

II. And be it further enacted, That they the ſaid *Francis* Earl of *Moira* and *William Forſteen*, and the Survivor of them, and the Heirs and Aſſigns of ſuch Survivor and other the Truſtee or Truſtees of this Act for the Time being, ſhall, as ſoon as conveniently may be, ſell and diſpoſe of all ſuch and ſo many and ſuch Part and Parts of the ſaid Hereditaments as in the Opinion and Diſcretion of the ſaid *Francis* Earl of *Moira* and *William Forſteen*, or the Survivor of them, or the Heirs or Aſſigns of ſuch Survivor, or ſuch other Truſtee or Truſtees, for the Time being, can or may be ſold to Advantage, either together or in Parcels, and either by Publick Auction or Sale, or Private Contract, unto any Perſon or Perſons who ſhall be willing to become the Purchaſer or Purchaſers thereof, for ſuch Price or Prices as to the ſaid *Francis* Earl of *Moira* and *William Forſteen*, or the Survivor of them, or the Heirs or Aſſigns of ſuch Survivor, or other the Truſtee or Truſtees of this Act for the Time being, ſhall appear reaſonable, and with full Power to purchaſe in the ſame at any Publick Auction, without Liability for any Loſs incurred thereby; and ſhall, upon the Payment of the Purchaſe Money or Purchaſe Monies, as hereinafter is directed, convey and aſſure the Hereditaments ſo to be ſold, with their Appurtenances, unto and to the Uſe of the Purchaſer or Purchaſers thereof, and his, her or their Heirs and Aſſigns, abſolutely or otherwiſe, as he or they ſhall direct or appoint, freed and diſcharged as aforeſaid.

And to make Grants in Fee or Leaſes for Years, of ſuch Parts as in their Diſcretion can be advantageouſly granted or leaſed.

III. And upon this further Truſt, That in caſe the ſaid *Francis* Earl of *Moira* and *William Forſteen*, or the Survivor of them, or the Heirs or Aſſigns of ſuch Survivor, ſhall in their or his Opinion and Diſcretion think that the ſaid Hereditaments or any Part or Parts of the ſame, can or may be advantageouſly granted or leaſed in the Manner and for the Purpoſe hereinafter mentioned, it ſhall and may be lawful to and for the ſaid *Francis* Earl of *Moira* and *William Forſteen*, and the Survivor of them, and the Heirs and Aſſigns of ſuch Survivor, or other Truſtee or Truſtees of this Act for the Time being, by Indenture or Indentures to be by them or him ſealed and delivered, in the Preſence of and atteſted by One, Two or more credible Witneſs or Witneſſes, from Time to Time, to grant and convey in Fee or Demiſe, or Leaſe for Nine hundred and ninety-nine Years, or any other Term or Number of Years, all or any Part of the

the ſaid Hereditaments, to any Perſon or Perſons who ſhall be willing to build upon and improve the ſame, or to repair any Buildings erected and to be erected thereon, or to annex the ſame to Buildings already erected or to be erected, in ſuch Manner as by ſuch Grants, Leaſes or Demiſes reſpectively ſhall be ſpecified; and alſo to lay out and appropriate any Part of the ſame Premiſes, as and for a Yard or Yards, Garden or Gardens, attached to the Building or Buildings already built, or which may be built upon the ſaid Hereditaments, or as and for a Way or Ways, Street or Streets, Avenue or Avenues, Paſſage or Paſſages, Sewer or Sewers, for the Uſe and Convenience of the Grantee or Grantees, Leſſee or Leſſees, or the Tenants and Occupiers of the ſaid Premiſes, or for any Garden or Gardens held diſtinctly from and not attached to any ſuch Building or Buildings, in ſuch Manner as ſhall be mentioned and agreed upon in each ſuch Grant, Leaſe or Demiſe reſpectively, and alſo ſuch Privileges and other Eaſements as ſhall by the Truſtee or Truſtees for the Time being be deemed reaſonable or convenient, ſo as the Rent to be reſerved by each Grant, Leaſe or Demiſe, ſhall be the beſt that can or may be reaſonably obtained by ſuch Truſtee or Truſtees; and without taking any Sum or Sums of Money, or other Thing by way of Fine or Foregift for or in reſpect of any ſuch Grant, Leaſe or Demiſe, and ſo as the Rent or Rents to be reſerved in or by every ſuch Grant, Leaſe or Demiſe, ſhall be made payable half-yearly or oftener, either by way of Reſervation in Fee Farm, or by way of Limitation of Uſe, and ſo as there ſhall be contained in each ſuch Grant, Leaſe or Demiſe, ſuch Powers of Diſtreſs and Entry, and of Perception of Rents and Profits, for recovering and enforcing the Payment of ſuch Rents and Covenants and Conditions, as by the ſaid Truſtee or Truſtees for the Time being ſhall be deemed reaſonable, and ſo as the Grantee or Grantees, Leſſee or Leſſees, execute a Counterpart or Counterparts of ſuch Grants or Conveyances, Leaſes or Demiſes, and ſo as there ſhall be contained in every ſuch Grant, Leaſe or Demiſe, a Proviſo or Condition, that if the Rent or Rents to be thereby reſerved ſhall at any Time be in arrear for the Space of Two Years, and not paid within One Year after the ſame ſhall be demanded by a Notice in Writing, to be delivered to the Grantee or Leſſee named in ſuch Grant or Leaſe, his or her Heirs, Executors, Adminiſtrators or Aſſigns, or to be affixed on ſome conſpicuous Part of the Premiſes compriſed in ſuch Grant or Leaſe, or left with the Tenant, or One of the Tenants of the Premiſes to be compriſed in the ſame Grant or Leaſe, or if the Buildings to be erected on the Ground compriſed in any ſuch Grant or Leaſe ſhall be ſuffered to be dilapidated or out of Repair to the Value of Fifty Pounds or upwards, and the ſame ſhall not be repaired within One Year after Notice in Writing for that Purpoſe to be delivered to the Grantee or Leſſee, in that Grant or Leaſe, his or her Heirs, Executors, Adminiſtrators or Aſſigns, or to be affixed on ſome conſpicuous Part of the Premiſes compriſed in that Grant or Leaſe, or left with the Tenant, or One of the Tenants of the ſame Premiſes, or if any of the Buildings to be erected on the Ground compriſed in any Grant, Leaſe or Demiſe ſhall be deſtroyed by Fire or other Accident, and ſhall not be rebuilt within Three Years next after ſuch Fire or Accident ſhall happen, then and in either of the ſaid Caſes it ſhall or may be lawful to and for the Perſon or Perſons intitled to the Reverſion, if any, to which ſuch Rent or Rents ſhall be annexed, and in caſe there ſhall not be any ſuch Reverſion, then to and for the Perſon or Perſons for the Time being intitled at Law to the Receipt of the Rent or

Subject to certain Reſtrictions.

Rents

Rents reſerved by the ſame Grant or Leaſe, to enter into and upon the Hereditaments compriſed in ſuch Grant or Leaſe reſpectively, and that from and after ſuch Entry and thenceforth ſuch Grant or Leaſe ſhall be void and of no Effect at Law or in Equity; Provided always, that no ſuch Entry ſhall be made by any Perſon or Perſons having a particular Eſtate or Intereſt in any ſuch Reverſion, Rent or Rents, without the Conſent of the Perſon or Perſons entitled to the firſt veſted Eſtate of Inheritance in the ſame Reverſion, Rent or Rents, unleſs ſuch Perſon or Perſons ſhall be a Minor or Minors, nor if ſuch Perſon or Perſons ſhall be a Minor or Minors, without the previous Conſent of his or their Guardian or Guardians, ſuch Conſent to be expreſſed in the Notice to be given as aforeſaid.

For giving full Effect to the Conditions, to be inſerted in the Grants or Demiſes.

IV. And be it further enacted, by the Authority aforeſaid, That the Condition or Conditions particularly mentioned in this Act, and hereby directed to be inſerted in each ſuch Grant or Leaſe reſpectively, ſhall be good and have full Effect at Law and in Equity, and that when, and if any ſuch Entry ſhall be made by the Perſon or Perſons entitled at Law to the Reverſion or Receipt of the ſaid Rent or Rents, then from and after ſuch Entry, the Hereditaments compriſed in each Grant or Leaſe, avoided by ſuch Entry, and the Buildings to be erected thereupon ſhall become and be veſted in the Perſon or Perſons entitled to the ſaid Reverſion, Rent or Rents, under and ſubject to the ſame or the like Truſts, Charges and Conditions, Intents and Purpoſes, as the ſame Reverſion, Rent or Rents, ſhall be held by him, her or them reſpectively, at the Time of ſuch Entry.

Truſtees ſeiſed of ſuch Part of the Eſtate as ſhall be ſo granted or leaſed for the Benefit of the Perſons who under the recited Settlement would be entitled to the ſame.

V. And be it further enacted, by the Authority aforeſaid, That, ſubject to the ſeveral Truſts, Powers, or Authorities, herein expreſſed and contained, they the ſaid *Francis* Earl of *Moira* and *William Forſteen*, their Heirs and Aſſigns, and the Truſtee or Truſtees for the Time being, ſhall, if any Grant or Demiſe ſhall be made as aforeſaid, ſtand and be ſeized of, and intereſted in, the ſaid Hereditaments included in ſuch Grant or Demiſe, and of and in the Rents and Profits thereof reſpectively, for the Benefit of ſuch Perſon and Perſons as under the ſaid recited Settlement of the Twenty-third and Twenty-fourth Days of *January* One thouſand ſeven hundred and ninety-three would be entitled to the ſaid Hereditaments.

All Sales, Grants and Leaſes ſhall be with the Conſent of the Perſons entitled to the actual Poſſeſſion.

VI. Provided always and be it further enacted, That the Sale or Sales, Conveyance or Conveyances, Leaſe or Leaſes, hereinbefore directed to be made, ſhall, during the Life of the ſaid *George Auguſtus Henry Anne* Lord *Rancliffe*, be made with his Conſent in Writing, and after his Deceaſe with the Conſent in Writing of the Perſon or Perſons who for the Time being would have been entitled to the actual Poſſeſſion, or to the actual Receipt of the Rents, Iſſues and Profits of the Hereditaments hereby veſted in the ſaid *Francis* Earl of *Moira*, and *William Forſteen*, if this Act had not been made, if ſuch Perſon or Perſons ſhall then be of full Age, but if ſuch Perſon or Perſons ſhall then be under Age, then with the Conſent in Writing of his or their Guardian or Guardians.

The Purchaſe Money to be paid into the Bank.

VII. And be it further enacted, That the Purchaſer or Purchaſers of the Lands, hereinbefore directed to be ſold, and ſuch Grantee or Grantees, Leſſee or Leſſees as aforeſaid, ſhall pay his, her or their Purchaſe Money with

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 Purchasers of the settled Estates of *George Augustus Henry Anne Parkyns*, Lord *Rancliffe*," pursuant to the Method prescribed by the Act of the 12th Year of King *George* the First, Chap. 32d and the General Orders of the said Court, without Fee or Reward, according to the Act of the 12th Year of the Reign of King *George* the Second, Chap. 24th.

The Certificate of the Accountant General and the Receipt of one of the Cashiers of the Bank to be a good Discharge.

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 of *England*, to be thereto annexed, and therewith filed in the Register Office of the said Court of Chancery, of the Payment into the Bank by the Purchaser or Purchasers of the Hereditaments hereinbefore mentioned, of his, her or their Purchase Money, shall be a good and effectual Discharge to such Purchaser or Purchasers, and to his, her or their Heirs, Executors, Administrators and Assigns, for his or their respective Purchase Monies, and that after filing such Certificates and Receipts as aforesaid, such Purchaser or Purchasers shall be absolutely acquitted and discharged of and from the same, and shall not be answerable or accountable for any Loss, Misapplication, or Non-application thereof.

Under the Direction of the Court of Chancery the Trust Monies to be laid out in the Purchase of other Hereditaments to be settled to the Uses of the Settlement of 1793.

IX. And be it further enacted, That upon a Petition to be presented to the said Court in a summary Way, by the Person or Persons who if this Act had not been made would have been beneficially entitled to the Rents, Issues and Profits of the Hereditaments hereby vested in the said *Francis* Earl of *Moira* and *William Forsteen*, their Heirs and Assigns, if such Person or Persons shall be of full Age; but if such Person or Persons shall be under Age, then by his, her or their Guardian or Guardians, the Monies arising from the Sales hereinbefore mentioned, and so to be paid into the Bank as aforesaid, shall be laid out in the Purchase of Freehold Manors, Lands, Tenements or Hereditaments, or of Copyhold Lands, Tenements, or Hereditaments, which may be respectively approved of by the said Court of Chancery; and that upon or from, and immediately after the making such Purchase or Purchases, the Manors, Messuages, Lands, Tenements and Hereditaments, so to be purchased, shall be conveyed, settled and assured upon and for such and so many of the Uses, Trusts, Intents and Purposes, and with, under and subject to such and so many of the Powers, Provisoes, Agreements and Declarations in the said Indenture of Settlement of the Twenty-fourth Day of *January* One thousand seven hundred and ninety-three expressed and contained, of and concerning the Hereditaments hereinbefore directed to be sold, as at the Time of making such Conveyances, Settlements and Assurances, would have been subsisting undetermined and capable of taking Effect in case this Act had not been made.

Trustees to stand seised of the Estate upon Trust for the Persons who would have been entitled

X. And be it further enacted, That in the mean Time, and until such Sale, Grant, or Demise, shall be made of the Hereditaments hereinbefore mentioned, the said *Francis* Earl of *Moira* and *William Forsteen* and the Survivor of them, and the Heirs and Assigns of the Survivor, and other the Trustee or Trustees for the Time being, shall permit and suffer the same Hereditaments and Premises, or so much of the same respectively

as

as ſhall from Time to Time remain unſold, and not granted or demiſed in Manner aforeſaid, to be held and enjoyed, and the Rents and Profits thereof received and taken by and for the Benefit of the Perſon or Perſons who would reſpectively have been entitled to have held, received, and enjoyed the ſame, in caſe this Act had not been made. to the ſame if this Act had not been made.

XI. And be it further enacted, That all Sums of Money which ſhall be paid into the Bank, in the Name of the ſaid Accountant-General, in the Manner hereinbefore directed, or ſo much thereof as ſhall not be ordered by the ſaid Court of Chancery to be applied in the Payment of Coſts and Expences, purſuant to the Directions hereinafter contained, ſhall in the mean Time and until the ſame Monies ſhall be inveſted in the Purchaſe of Lands, Tenements and Hereditaments, be from Time to Time laid out in the Purchaſe of Navy, Victualling or Exchequer Bills, all which ſaid Navy or Victualling or Exchequer Bills, and the Intereſt ariſing from the Money ſo laid out in the ſaid Navy or Victualling or Exchequer Bills, and the Money received for the ſame as they ſhall reſpectively be paid off by Government, ſhall be laid out in the Name of the ſaid Accountant General in the Purchaſe of other Navy or Victualling Bills or Exchequer Bills, all which ſaid Navy and Victualling Bills and Exchequer Bills, ſhall be depoſited in the Bank, in the Name of the ſaid Accountant General, and ſhall there remain until a proper Purchaſe or Purchaſes be found and approved as hereinbefore is directed, and until the ſame ſhall upon a Petition ſetting forth ſuch Approbation to be preferred to the Court of Chancery in a ſummary Way by the Perſon or Perſons hereinbefore mentioned be ordered to be ſold by the ſaid Accountant General for the completing ſuch Purchaſe in ſuch Manner as the ſaid Court ſhall think juſt and direct; and if the Money ariſing by the Sale of ſuch Navy, Victualling or Exchequer Bills 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 after diſcharging the Expences of the Application to the ſaid Court, ſhall be paid to ſuch Perſon or Perſons reſpectively, as would have been entitled to receive the Rents and Profits of the Lands, Tenements, and Hereditaments directed to be purchaſed in caſe the ſame had been actually purchaſed purſuant to this Act, or to the Repreſentatives of ſuch Perſon or Perſons. The Monies paid into the Bank, until laid out in a Purchaſe or Purchaſes, to be inveſted in Navy, Victualling or Exchequer Bills.

XII. And be it further enacted, That it ſhall be lawful for the ſaid Court of Chancery, from Time to Time, to make any Order for the taxing and ſettling all Coſts, Charges and Expences which have been or ſhall be incurred in obtaining and paſſing this Act, and in making the ſeveral Applications to the ſaid Court in purſuance thereof, and in making and compleating the Sale or Sales, Grants or Demiſes of the Hereditaments and Premiſes hereinbefore mentioned, and inveſting 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 hereinbefore contained, and from Time to Time to make an Order for Payment of all ſuch Coſts, Charges and Expences out of the Monies which ſhall ariſe from any Sale or Sales under this Act, and which ſhall be paid into the Bank as aforeſaid, or out of the Monies ariſing by the Sale of the Navy, Victualling or Exchequer Bills, to be purchaſed as aforeſaid, and alſo to make any Order or Orders, or give any Direction or Directions for carrying Power for the Court of Chancery to make Order for taxing Coſts and Payments of Expences, &c.

carrying the Truſts and Purpoſes of this Act into Execution, or in any Manner touching or relating thereto.

Power to appoint new Truſtees.

XIII. Provided always, and be it further enacted, That if the ſaid *Francis* Earl of *Moira*, and *William Forſteen* or either of them, or any Truſtee or Truſtees to be appointed in the Stead of them, or either of them, as hereinafter is mentioned, ſhall die or be deſirous of being diſcharged from, or become incapable to act in the Truſts hereby created, then and in any ſuch Caſe, it ſhall be lawful for the ſaid Court of Chancery, upon a Petition to be preſented in a ſummary Way by the Perſon or Perſons who, if this Act had not been made, would for the Time being have been beneficially entitled to the Rents and Profits of the Hereditaments hereinbefore directed to be ſold, if ſuch Perſon or Perſons ſhall be of full Age, but if ſuch Perſon or Perſons ſhall be under Age, then by his, her or their Guardian or Guardians, from Time to Time to nominate and appoint any Perſon or Perſons to be a Truſtee or Truſtees in the Place or Stead of the Truſtee or Truſtees ſo dying or deſiring to be diſcharged, or refuſing, declining or becoming incapable to act as aforeſaid; and thereupon the Hereditaments and Premiſes hereby veſted in the ſaid *Francis* Earl of *Moira* and *William Forſteen*, or ſuch of them as ſhall from Time to Time remain unſold, ſhall, with all convenient Speed, be conveyed, transferred, or aſſigned in ſuch Sort and Manner as to become legally and effectually veſted in ſuch new Truſtee or Truſtees, ſolely or jointly with the ſurviving or continuing Truſtee, as the Circumſtances of the Caſe ſhall require, upon and for the Truſts, Intents and Purpoſes hereinbefore declared of and concerning the ſame, or ſuch of them as ſhall be then ſubſiſting and capable of taking Effect; and that every ſuch new Truſtee ſhall and may in all Things act in the Management and Execution of the Truſts hereby created to all Intents, Effects, Conſtructions and Purpoſes, as if he or they had been originally nominated by this Act a Truſtee or Truſtees for the Purpoſes aforeſaid.

General Saving.

XIV. Saving always to the King's moſt Excellent Majeſty, and to his Heirs and Succeſſors, and to all and every other Perſons and Perſon, Bodies Politick and Corporate, his, her and their Heirs, Succeſſors, Executors and Adminiſtrators, (other than and except the ſaid *George Auguſtus Henry Anne* Lord *Rancliffe*, and all and every the Son and Sons of the ſaid *George Auguſtus Henry Anne* Lord *Rancliffe*, and the Heirs of the Body and Bodies of ſuch Son and Sons reſpectively; and all and every the Daughters and Daughter of the ſaid *George Auguſtus Henry Anne* Lord *Rancliffe*, and the Heirs of the Bodies and Body of ſuch Daughters and Daughter reſpectively; and the Heirs, Executors, Adminiſtrators, and Aſſigns of the ſaid *George Auguſtus Henry Anne* Lord *Rancliffe*, and the ſaid *Elizabeth Anne Parkyns*, and all and every the Sons and Son of the ſaid *Elizabeth Anne Parkyns*, and the Heirs of the Body and Bodies of ſuch Son and Sons reſpectively; and all and every the Daughters and Daughter of the ſaid *Elizabeth Anne Parkyns*, and the Heirs of the Bodies and Body of ſuch Daughters and Daughter reſpectively; and the ſaid Sir *William Rumbold* and *Dame Harriet Elizabeth*, his Wife, and all and every the Sons and Son of the ſaid *Dame Harriet Elizabeth Rumbold*, and the Heirs of the Body and Bodies of ſuch Son and Sons reſpectively; and all and every the Daughters and Daughter of the ſaid *Dame Harriet Elizabeth Rumbold*, and the Heirs of the Bodies and Body of ſuch Daughters

ters and Daughter respectively; and the said *Maria Charlotte Parkyns*, and all and every the Sons and Son of the said *Maria Charlotte Parkyns*, and the Heirs of the Body and Bodies of such Son and Sons respectively; and all and every the Daughters and Daughter of the said *Maria Charlotte Parkyns*, and the Heirs of the Bodies and Body of such Daughters and Daughter respectively; and all and every other Persons or Person claiming or to claim any Estate, Right, Title, Interest, Claim or Demand whatsoever, of, in or to the Estates, hereby vested in the said *Francis* Earl of *Moira* and *William Forsteen* under or by virtue of the said Indentures of Lease and Release, of the Twenty-third and Twenty-fourth Days of *January* One thousand seven hundred and ninety-three, and the Fine levied in pursuance of the said Indenture of Release) all such Estate, Right, Title, Interest, Claim and Demand whatsoever of, in or to the said Estates, and every or any Part of the same respectively; as they, every, or any of them had before the passing of this Act, or could, or might have had in case this Act had not been made.

XV. 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 admitted as Evidence thereof by all Judges, Justices, and others. Publick Act.

The SCHEDULE above referred to.

Names of Houſes and Fields.	Quantities.	Total Quantities.	Names of Tenants.
PARK AND LANDS.	A. R. P.	A. R. P.	
Park, Houſe, Garden, Shrubberies, &c.	61 3 22		
Windmill Field	8 0 38		
Wizard's Fallow	7 1 2		
Shepherd's Ley	7 0 30		
Ditto	6 2 22		
Wood at the Grove	3 0 35		
Field at Ditto	3 2 16		In Hand.
Kitchen Garden	1 3 28		
Orchard	2 0 16		
Plantation	0 3 19		
Shooters Hill Wood	42 2 14		
Severndroog Caſtle and Shrubberies	2 1 17		
		147 3 19	
PARK FARM.			
Long Pond Willow Field	7 0 29		
Shaw and Pond	0 1 19		
Round Hill or Willow Pit Field	6 0 14		
Shaw and Pond	0 1 11		
Shoulder of Mutton Field	11 0 39		
Eaſt Broom Field	12 0 20		
Drift Way	0 2 23		
Cow Houſe and Yard	0 2 14		
Weſt Broom Field	10 2 22		
Homeſtead	3 0 27		
Park Field	7 3 11		
Upper Sand Pit Field	7 3 29		
Lower Sand Pit Field	7 2 10		
Little Garden Field	4 0 6		
Lower Sand Pit or Marle Field	7 0 7		
Dock Meadow	12 3 30		
Plantation at Road Side, oppoſite Well Hall	0 0 15		Joſeph Faulder.
Hobland's Meadow, or Lower Great Meadow	15 3 25		
Five Acre Meadow, or the Half Mead	11 2 31		
Drift Way	0 1 16		
Cow Paſture	16 0 11		
Dock Land Field	10 2 8		
Dock Land or Drift Way Paſture	9 3 32		
Wood Field	13 1 26		
Ditto	13 3 10		
Shepherd's Ley	11 1 30		
Ditto	14 0 15		
Wood Field	12 3 1		
Ditto	3 2 20		
Shooters Hill Great Common Field	14 0 38		
Shooters Hill Little Common Field	5 1 32		
		253 0 12	
Houſe, Garden, Yard, &c. adjoining Barn Houſe		0 2 23	Capt. Gardner.
Barn, Houſe, Garden, &c.		0 0 34	Unoccupied.
		401 3 8	

FRANCIS GILES.

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