ANNO QUADRAGESIMO QUINTO

GEORGII III. REGIS.

Cap. 85.

An Act for effecting the Sale or Exchange of certain Real Eſtates and Hereditaments late of *George Samuel* Lord Viſcount *Montague* deceaſed; and laying out the Money thence ariſing in the Purchaſe of other Real Eſtates. [27th *June* 1805.]

WHEREAS the Right Honourable *George Samuel* Lord Viſcount *Montague*, deceaſed, did by his laſt Will and Teſtament in Writing, bearing Date on or about the Thirteenth Day of *November* in the Year One thouſand ſeven hundred and ninety-two, after charging all his Manors and Hereditaments in the County of *Suſſex* with the Payment of an annual Sum of Four hundred Pounds, clear of all Taxes and Deductions, unto his Mother the Right Honourable *Frances* Dowager Viſcounteſs *Montague*, for her Life (in addition to the annual Rent Charge of Six hundred Pounds then payable to her thereout), give and deviſe all and every his Manors, Meſſuages, Farms, Lands, and

The Will of Lord Viſcount Montague, dated 13th November 1792.

Hereditaments, ſituate, lying, and being in or within the County of *Suſſex*, unto his Siſter *Elizabeth Mary*, now the Wife of *William Stephen Poyntz* of *Cowdray* in the County of *Suſſex*, Eſquire, then the Honourable *Elizabeth Mary Browne* Spinſter, and her Aſſigns for her Life, without Impeachment of Waſte, with Remainder to *John Gage* and *John Forſter*, and their Heirs, during her Life, in Truſt to preſerve contingent Remainders, with Remainder to the Firſt and other Sons of the ſaid *Elizabeth Mary*, ſucceſſively in Tail General, with Remainder to all and every the Daughter and Daughters of the ſaid *Elizabeth Mary*, if more than One, as Tenants in common in Tail General, with croſs Remainders to the Survivors, or others of ſuch Daughters, on Failure of Iſſue of any of them, as Tenants in common in Tail General, with Remainder to Sir *Richard Bedingfeld* Baronet then *Richard Bedingfeld* Eſquire, by the Deſcription of his Couſin *Richard Bedingfeld*, Son of Sir *Richard Bedingfeld* Baronet), and his Aſſigns, for his Life, without Impeachment of Waſte, with Remainder to the ſaid *John Gage* and *John Forſter*, and their Heirs, during the Life of the ſaid Sir *Richard Bedingfeld* the Son, in Truſt to preſerve contingent Remainders, with Remainder to his Firſt and other Sons ſucceſſively in Tail General, with Remainder to the Daughter or Daughters of the ſaid Sir *Richard Bedingfeld* the Son, if more than One, as Tenants in common in Tail General, with croſs Remainders to and amongſt the Survivors or others of ſuch Daughters, on Failure of Iſſue of any of them, as Tenants in common, if more than One, in Tail General, with Remainder to the right Heirs of the Teſtator: And whereas the ſaid *George Samuel* Lord Viſcount *Montague* died in the Year One thouſand ſeven hundred and ninety-three, without having revoked or altered his ſaid Will, leaving his ſaid Siſter his Heireſs at Law, who thereupon entered upon and became ſeiſed of the ſaid Eſtates deviſed to her for her Life as aforeſaid: And whereas by Indenture bearing Date the Eighteenth Day of *Auguſt* One thouſand ſeven hundred and ninety-four, and made between the ſaid *Elizabeth Mary Browne*, of the Firſt Part; the ſaid *William Stephen Poyntz*, of the Second Part; and the Right Honourable *John* Earl of *Sandwich*, the Right Honourable *George John* Earl *Spencer*, *Wriotheſley Digby* of *Mereden* in the County of *Warwick*, Eſquire, and the ſaid *John Gage*, of the Third Part; made previouſly to and in contemplation of the Marriage then intended and ſoon afterwards ſolemnized between the ſaid *William Stephen Poyntz* and *Elizabeth Mary Browne*, all and every the Manors, Meſſuages, Farms, Lands, Tenements, and Hereditaments, deviſed by the ſaid Will, in Manner aforeſaid, were granted and demiſed by the ſaid *Elizabeth Mary Browne*, with the Privity of the ſaid *William Stephen Poyntz*, unto the ſaid *John* Earl of *Sandwich*, *George John* Earl *Spencer*, *Wriotheſley Digby*, and *John Gage*, their Executors, Adminiſtrators, and Aſſigns, for the Term of Ninety-nine Years from the Date of the ſaid Indenture, if the ſaid *William Stephen Poyntz* and *Elizabeth Mary Browne* ſhould both ſo long live, without Impeachment of Waſte, upon Truſt, after the Solemnization of the ſaid Marriage, by and out of the Rents and Profits of the ſaid Manors, Hereditaments, and Premiſes, to levy and raiſe ſufficient Monies to pay and keep down the aforeſaid Rent Charges, and the Intereſt of the Mortgages therein mentioned, or other Incumbrances, or ſuch of them as affected the Premiſes thereby demiſed and ſubject thereto, yearly to levy and raiſe the annual Sum of One thouſand two hundred Pounds, clear of all Taxes and Deductions, and to

Indenture of Settlement of 18th Auguſt 1794.

pay the ſame Quarterly, on the Days therein mentioned, unto ſuch Perſon or Perſons, and for ſuch Purpoſes, as the ſaid *Elizabeth Mary Browne*, ſhe ſhould, notwithſtanding her Coverture, by Writing appoint, or in Default of ſuch Appointment, to her proper Hands, for her ſole and ſeparate Uſe, in the Nature of Pin Money, and upon Truſt, to permit or authorize the ſaid *William Stephen Poyntz*, or his Aſſigns, to receive and take the Reſidue of the Rents and Profits of the ſaid Premiſes, other than the Profits ariſing by Sale of the Timber and Timber-like Trees, for his and their own Uſe; and upon further Truſt, that the ſaid Truſtees ſhould, from Time to Time, during the Continuance of the ſaid Term, fell, cut down, and ſell all ſuch of the Timber or Timber-like Trees which ſhould be growing on the ſaid Premiſes, or any Part thereof, as the ſaid *William Stephen Poyntz* and *Elizabeth Mary Browne* ſhould jointly, by Writing under their Hands and Seals, order or direct; and ſhould lay out and apply all the net Monies to ariſe by ſuch Sales, after deducting the Coſts and Expences incident to the valuing and ſelling ſuch Timber, and the Sale thereof, unto ſuch Perſon or Perſons, and for ſuch Purpoſes, as the ſaid *William Stephen Poyntz* and *Elizabeth Mary Browne*, ſhould from Time to Time order, direct, and appoint; and in Default of ſuch Order or Appointment, to the proper Hands of the ſaid *William Stephen Poyntz* and *Elizabeth Mary Browne*, for their own Uſe: And whereas the ſaid *William Stephen Poyntz* and *Elizabeth Mary* his Wife, have Iſſue Two Sons, namely, *William Montague Browne Poyntz*, who is of the Age of Four Years and upwards, and *Courtenay John Browne Poyntz*, born in the Month of *March* now laſt paſt, who has not yet been chriſtened; and Three Daughters, namely, *Frances Iſabella Poyntz*, of the Age of Nine Years and upwards, *Elizabeth Georgiana Poyntz*, of the Age of Six Years or thereabouts, and *Iſabella Poyntz*, of the Age of Two Years and upwards; and the ſaid Sir *Richard Bedingfeld* hath Iſſue Three Sons and Four Daughters, all Infants, namely, *Henry Richard Bedingfeld*, *Charles Richard Bedingfeld*, and *Edward Richard Bedingfeld*; *Frances Charlotte Bedingfeld*, *Matilda Mary Bedingfeld*, *Agnes Mary Bedingfeld*, and *Charlotte Elizabeth Bedingfeld*, the elder of whom is of the Age of Nine Years or thereabouts: And whereas the Principal Monies ſecured upon certain Parts of the ſaid deviſed Eſtates, by Mortgages made prior to the Date of the ſaid Teſtator's Will, amount to the Sum of Fifteen thouſand Pounds, whereof the Sum of Six thouſand Pounds is due to the ſaid Sir *Richard Bedingfeld*, as Aſſignee of a Mortgage in Fee of ſeveral Manors, Farms, and Hereditaments in the Pariſhes of *Cocking*, *Hayſhot*, *Bepton*, *Clayton*, and *Pyecomb*, in the ſaid County of *Suſſex*; and the Sum of Nine thouſand Pounds, Reſidue thereof, is due to the Honourable Sir *Simon Le Blanc*, one of the Juſtices of His Majeſty's Court of King's Bench at *Weſtminſter*, as Aſſignee of a Mortgage in Fee of ſeveral Farms, Lands, and Hereditaments in the Pariſhes of *Caſtbourn*, *Farnhurſt*, *Woollavington*, *Iurgaſhall*, *Lodſworth*, *Linchmere*, *Newtimber*, and *Steyning*, in the ſaid County of *Suſſex*: And whereas certain Parts of the ſaid ſettled Eſtates, ſituate in the ſeveral Pariſhes of *Clayton*, *Pyecomb*, *Patcham*, *Edburton*, and *Newtimber*, in the ſaid County of *Suſſex*, conſiſting of upwards of One thouſand ſeven hundred and thirty-ſeven Acres, and let at divers yearly Rents, amounting together to Four hundred and fifty-four Pounds, or thereabouts, lie at the Diſtance of about Thirty Miles from the Park and Manſion Houſe of *Coxdray* in the ſaid County of *Suſſex*, and the principal Part of the ſaid

15,000 *l.* due on Mortgage of the deviſed Eſtates.

said devised Estates, and other Part of the said settled Estates, situate in the several Parishes of *Patching*, *Warryingcamp*, *Lymister* alias *Leominster*, *Poling*, *Rustington*, and *Billingshurst*, consisting of upwards of Four hundred and thirty-four Acres, and let at several yearly Rents, amounting to Five hundred and eighty-eight Pounds, or thereabouts, lie detached from the above-mentioned Estates, and are situate at the Distance of Eighteen Miles, or thereabouts, from the said Park and Mansion, and the principal Part of the said devised Estates, and other Parts of the said settled Estates situate in the Parishes of *Linch Tillington*, *Lodsworth*, and *Lurgashall*, in the said County of *Sussex*, consisting of One thousand five hundred and seventy-one Acres and upwards, and let at several yearly Rents, amounting together to Six Hundred and eighty-six Pounds Ten Shillings and Sixpence, or thereabouts, lie at the Distance of from Three to Six Miles from the said Park and Mansion House; and it is conceived that it would be for the Benefit of the several Persons interested in the same Estates, if the several Parts thereof above mentioned were vested in Trustees to be sold, or, under the Direction of the Court of Chancery, to be exchanged, with Liberty to apply a sufficient Part of the Purchase Monies in Payment of the Principal of the aforesaid Mortgages; and the Surplus of such Monies, or the Whole, as the Case may happen to be, invested under the like Direction in the Purchase of other Estates, such Estates and those to be taken in Exchange lying more compactly together, or more convenient to the principal Part of the said devised Estates, and to be settled in lieu of the said Estates so sold or exchanged, and to the like Uses; and it would be also very beneficial to the Parties interested in the said devised Estates if Power was given to the said Trustees to enfranchise the Copyhold Messuages, Farms, Lands, and Hereditaments, holden by Copy of Court Roll of the several Manors devised by the said Will, and also to sell the Heriots, Reliefs, Quit Rents, and Fee Farm Rents payable or reserved to the Lord of the said Manors in respect of any Freehold Messuages, Lands, and Hereditaments, holden of the same Manors; the Monies arising by such Enfranchisements and last mentioned Sales to be laid out, under the like Direction of the Court of Chancery, in the Purchase of other Estates, to be settled to the Uses of the said devised Estates as aforesaid; but, by reason of the Limitations in the said Will and Indenture, the Purposes aforesaid cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *William Stephen Poyntz* and *Elizabeth Mary* his Wife, and also the said Sir *Richard Bedingfeld*, as well for themselves as their said Infant Children, 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 and singular the Manor, Messuages, Farms, Lands, Tenements, Woods, and Hereditaments, particularly described in the First Schedule to this Act, now in the Occupation of the several Tenants, and let at the several yearly Rents, and situate, lying, and being in the several Parishes therein mentioned in the said County of *Sussex*, being Parcel of the Estates comprized in the said Indenture of the Eighteenth Day of *August* One thousand seven hundred and ninety-four, and devised by the said Will of the said *George Samuel* Lord Viscount *Montague*; and also all and singular Houses, Outhouses, Edifices, Buildings, Gardens, Timber, and other Trees,

The Premises described in the First Schedule to the Act shall be vested in Trustees to be sold.

Trees, Ways, Paths, Paſſages, Eaſements, Waters, Watercourſes, Liberties, Privileges, Hereditaments, Rights, Members, and Appurtenances whatſoever, to the ſame Manor, Meſſuages, Farms, Lands, Tenements, and Hereditaments, ſo deſcribed in the ſaid Schedule, or to any of them, or any Part thereof, belonging or in anywiſe appertaining, or with the ſame, or any of them, or any Part thereof, now or at any Time heretofore held, uſed, occupied, or enjoyed, or accepted, reputed, deemed, taken, or known as Part, Parcel, or Member thereof, or of any Part thereof, ſhall from and after the paſſing of this Act (but ſubject and without Prejudice to the aforeſaid Mortgages, as to ſuch of the ſame Premiſes as are therein comprized), be veſted in and ſettled upon, and the ſame are hereby from thenceforth veſted in and ſettled upon the ſaid *George John* Earl *Spencer* and *Wriotheſley Digby*, their Heirs and Aſſigns, to the Uſe of them the ſaid *George John* Earl *Spencer* and *Wriotheſley Digby*, their Heirs and Aſſigns for ever, freed and abſolutely acquitted, exempted, and exonerated of, from, and againſt all and ſingular the Uſes, Eſtates, Intails, Remainders, Limitations, Charges, Truſts, Powers, Proviſoes, Declarations, and Agreements, in and by the ſaid Indenture of the Eighteenth Day of *Auguſt* One thouſand ſeven hundred and ninety-four, and the ſaid Will of the ſaid *George Samuel* Lord Viſcount *Montague*, reſpectively limited, expreſſed, or declared of and concerning the ſame, but nevertheleſs upon the Truſts, and to and for the Ends, Intents, and Purpoſes herein-after expreſſed and declared; (that is to ſay), upon Truſt that they the ſaid *George John* Earl *Spencer* and *Wriotheſley Digby*, and the Survivor of them, and the Heirs and Aſſigns of ſuch Survivor, do and ſhall, as ſoon as conveniently may be, with the Approbation of the Perſon or Perſons who, according to the Uſes limited or declared by the ſaid Indenture of the Eighteenth Day of *Auguſt* One thouſand ſeven hundred and ninety-four, and the ſaid Will of the ſaid *George Samuel* Lord Viſcount *Montague*, for the Time being, would have been beneficially entitled to the Rents and Profits of the Hereditaments and Premiſes hereby veſted and ſettled as aforeſaid, if this Act had not been made; or if any ſuch Perſon or Perſons ſhall be an Infant or Infants, then with the Approbation of his, her, or their Guardian or Guardians, to be teſtified by Writing under his, her, or their Hand and Seal or Hands and Seals, make ſale and diſpoſe of the ſaid Manor, Meſſuages, Lands, Hereditaments, and Premiſes hereby veſted and ſettled as aforeſaid, or any Part thereof, either together or in Parcels, and by publick Auction or private Contract, unto any Perſon or Perſons, at the beſt Price or Prices in Money that can at the Time of ſuch Sale or Sales be reaſonably obtained for the ſame; and upon Payment into the Bank or otherwiſe, in Manner herein-after mentioned, of the Purchaſe Money for which the ſame Hereditaments and Premiſes, or any Part thereof, ſhall be ſo ſold, do and ſhall convey and aſſure the ſame Hereditaments ſo to be ſold and diſpoſed of, unto and to the Uſe of the Purchaſer or Purchaſers of ſuch Hereditaments, his, her, or their Heirs and Aſſigns, or as he or they ſhall direct or appoint.

Power of Exchange under the Direction of the Court of Chancery.

II. Provided always, and be it further enacted, That it ſhall and may be lawful to and for the ſaid *George John* Earl *Spencer* and *Wriotheſley Digby*, and the Survivor of them, and the Heirs and Aſſigns of ſuch Survivor, at any Time or Times after the paſſing of this Act, (but ſubject and without Prejudice to the aforeſaid Mortgages, as to the Premiſes therein

therein respectively comprized), by and under the Direction of the High Court of Chancery, to be obtained upon a Petition in a summary Way, by the Person or Persons who shall, according to the Limitations contained in the said Indenture of the Eighteenth Day of *August* One thousand seven hundred and ninety-four, and the said Will of the said *George Samuel* Lord Viscount *Montague*, be beneficially entitled to the Rents and Profits of the Hereditaments hereby vested and settled as aforesaid, to dispose of the said Manor, Messuages, Lands, Tenements, and Hereditaments hereby vested and settled as aforesaid, or any Part or Parts thereof, by way of Exchange for or in lieu of any other Freehold Manors, Messuages, Lands, Tenements, or Hereditaments, or any Copyhold Lands, Tenements, or Hereditaments, which may respectively be approved of by the said Court, as being convenient to be held and enjoyed with the Manors and Hereditaments devised by the Will of the said *George Samuel* Lord Viscount *Montague*, and for any Sum or Sums to be paid for Equality of Exchange; and when and so soon as any such Manors, Messuages, Lands, Tenements, and Hereditaments so to be taken in Exchange as aforesaid, shall be effectually settled and assured, under the Direction of the said Court of Chancery, to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Limitations, and Restrictions, which by the said Indenture of the Eighteenth Day of *August* One thousand seven hundred and ninety-four, and the said Will of the said *George Samuel* Lord Viscount *Montague*, were limited or declared, or directed to be limited or declared, of or concerning the Manor and Estates hereby vested and settled as aforesaid, or such of them as shall at the Time of such Exchange be subsisting and capable of taking Effect; and when the Sum or Sums (if any) to be paid for Equality of Exchange shall be paid into the Bank as herein-after mentioned, then and immediately after such Conveyance and Settlement shall have been so made and executed, and such Payment (if any) shall have been made as last aforesaid, it shall and may be lawful to and for the said *George John* Earl *Spencer* and *Wriothesley Digby*, and the Survivor of them, his Heirs and Assigns, (but subject and without Prejudice as aforesaid), to convey and assure all and singular the said Freehold Manor, Messuages, Lands, Tenements, and Hereditaments so to be disposed of in Exchange as aforesaid, unto and to the Use of the Person or Persons with whom such Exchange or Exchanges shall be made, his or their Heirs or Assigns, or as he or they shall direct.

Power of enfranchising Copyhold.

III. Provided always, and be it further enacted, That it shall and may be lawful to and for the said *George John* Earl *Spencer* and *Wriothesley Digby*, and the Survivor of them, and the Heirs of such Survivor, at any Time or Times after the passing of this Act, (but subject and without Prejudice as aforesaid), at the Request of the Person or Persons for the Time being, beneficially entitled to the Rents and Profits of the Estates subjected to the Uses and Limitations of the said recited Will and Indenture, to enfranchise all or any of the Copyhold or Customary Messuages, Farms, Lands, Tenements, and Hereditaments holden by Copy of Court Roll, of any of the Manors devised by the said recited Will of the said *George Samuel* Lord Viscount *Montague* deceased, freed and discharged of all Heriots, and all and all Manner of Copyhold or Customary Rents, Suits, and Services; and also to sell and dispose of all or any of the

the Quit Rents, Heriots, Reliefs, and Fee Farm Rents payable or reserved to the Lord of the said devised Manors, for or in respect of any Freehold Messuages, Farms, Lands, Tenements, and Hereditaments holden of the same Manors; and also to sell and dispose of all or any of the Heriots, Reliefs, Quit Rents, or Fee Farm Rents devised by the said recited Will, which are payable for or in respect of any Freehold Messuages, Lands, Tenements, or Hereditaments not holden of any of the Manors devised by the said Will; and upon Payment into the Bank, in the Manner herein-after mentioned, of the Monies agreed to be paid for such respective Enfranchisements, and for such last mentioned Sales, it shall and may be lawful to and for the said *George John* Earl *Spencer* and *Wriothesley Digby*, and the Survivor of them, his Heirs and Assigns, (but subject and without Prejudice as aforesaid), to execute all such Conveyances and Assurances as shall be necessary for effectuating such respective Enfranchisements and last mentioned Sales.

Right of Common.

IV. Provided always, and it is hereby further enacted, That all Rights of Common now appendant or appurtenant to, or exercised or enjoyed with the Messuages and Lands so to be enfranchised, shall for ever, from and after such Enfranchisements respectively, be appendant or appurtenant to, and be capable of being exercised or enjoyed with the Messuages and Lands so respectively to be enfranchised, as Freehold Rights, Members, and Appurtenances thereof, in like Manner as the same Rights of Common are now or have been hitherto appendant or appurtenant, or exercised or enjoyed.

The Money to arise from the Sales and Enfranchisements to be paid into the Bank of England, pursuant to the Act of George the First.

V. And be it further enacted, That all and every the Sum and Sums of Money which shall arise from the Sales and Exchanges and Enfranchisements made in pursuance of this Act, save and except such Part or Parts thereof (if any) as shall or may be paid or applied in, for, or towards the Satisfaction and Discharge of all or any Part of the aforesaid principal Monies due on the aforesaid Mortgages, which Payment and Application it shall be lawful to make at the Request in Writing of the said *William Stephen Poyntz*, shall be paid by the Person or Persons to or with whom such Sales or Exchanges or Enfranchisements shall be made, 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 Estates of *George Samuel* Lord Viscount *Montague* deceased, pursuant to the Method prescribed by the Act of the Twelfth Year of King *George* the First, Chapter the 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 the Twenty-fourth, there to remain until the same shall, upon a Petition to be preferred to the High Court of Chancery in a summary Way, by the Person or Persons who shall, according to the Uses limited or directed to be limited by the said Indenture of the Eighteenth of *August* One thousand seven hundred and ninety-four, and the said Will of the said *George Samuel* Lord Viscount *Montague*, be for the Time being beneficially entitled in Possession as aforesaid, if such Person or Persons shall be of full Age; but if such Person or Persons shall be under the Age of Twenty-one Years, then by his or their Guardian or Guardians respectively be applied in Payment of any Sum or Sums, which, under the Approbation of the said Court of Chancery, shall be stipulated or agreed to be

paid

paid for Equality, on any Exchange or Exchanges to be effected under the Authority of this Act, or be laid out in the Purchase or Purchases of Freehold Manors, Lands, Tenements, or Hereditaments, or of Copyhold Lands, Tenements, or Hereditaments which may respectively be approved of by the said Court of Chancery, as being convenient to be holden or enjoyed with the Bulk of the said Manors and Hereditaments devised by the said Will of the said *George Samuel* Lord Viscount *Montague*, and 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 to, for and upon such and so many of the Uses, Trusts, Intents, and Purposes, and under and subject to such and so many of the Powers, Provisoes, Limitations, and Restrictions in and by the said Indenture of the Eighteenth Day of *August* One thousand seven hundred and ninety-four, and the said Will of the said *George Samuel* Lord Viscount *Montague*, limited, expressed, and declared of or concerning the Manors and other Hereditaments in the County of *Sussex*, devised by the said recited Will, as shall be then subsisting and capable of taking Effect, or as near thereto as Circumstances will admit; or any Part or Parts of such last mentioned Monies shall, upon a like Petition, be applied in Satisfaction of any Sum or Sums which may be payable for Equality of Exchange as aforesaid.

Till the Money is laid out in the Purchase of Lands to be invested in Navy Bills, &c.

VI. 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 Manner herein-before 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, according to the Direction herein-after contained, shall in the mean Time and until the same Monies shall be invested in the Purchase of Lands, Tenements, and Hereditaments, or paid for Equality of Exchange as aforesaid, be from Time to Time laid out in the Purchase of Navy or Victualling, or Transport Bills or Exchequer Bills, and the Interest arising from the Money so laid out in the said Navy or Victualling, or Transport Bills 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, or Transport Bills or Exchequer Bills; all which said Navy and Victualling Bills, and Transport and Exchequer Bills, shall be deposited in the Bank in the Name of the said Accountant General, and shall there remain until the same shall, upon Petition to be preferred to the High Court of Chancery in a summary Way, by or on Behalf of the Person or Persons for the Time being entitled to the Rents and Profits of the Hereditaments so to be purchased, be ordered to be sold by the said Accountant General for the completing any Purchase or Exchange hereby authorized to be made as aforesaid, in such Manner as the said Court shall think just and direct; and if the Money arising by the Sale of any such Navy, Victualling, Transport, or Exchequer Bills, which shall have been purchased as aforesaid, shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then and in that Case only the Surplus which shall remain, shall be paid to such Person or Persons respectively as would have been entitled to receive the Rents and Profits of the Lands directed to be purchased, in case the same

ſame had been purchaſed purſuant to this Act, or to the Repreſentative of ſuch Perſon or Perſons.

The Court of Chancery to make an Order for taxing the Coſts of paſſing the Act.

VII. Provided always, and be it further enacted, That it ſhall and may be lawful for the ſaid Court of Chancery, from Time to Time, if to the ſaid Court it ſhall ſeem fit, to make an Order for taxing or ſettling all Coſts, Charges, and Expences which ſhall have been incurred preparatory to, and in applying for and obtaining and paſſing this Act, and in making the ſeveral Applications to the ſaid Court in purſuance hereof, and in making and completing the Sales and Exchanges and Enfranchiſements hereby authorized, and in inveſting all or any of the Monies which under this Act ſhall be paid into the Bank 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 ſaid Court it ſhall ſeem fit, for Payment of all ſuch Coſts, Charges, and Expences as aforeſaid, out of the Monies which ſhall be ſo paid into the Bank as aforeſaid, or out of the Monies ariſing by Sale of the Navy, Victualling, Tranſport, or Exchequer Bills, to be purchaſed as aforeſaid.

Certificate of the Accountant General of Monies paid into the Bank, to be good Diſcharges to the Purchaſers.

VIII. And be it further enacted, That the Certificate or Certificates of the ſaid Accountant General, together with the Receipt or Receipts of one of the Caſhiers of the Bank, to be thereto annexed, and therewith filed in the Regiſter Office of the ſaid Court of Chancery, of the Payment into the Bank of *England* by the Purchaſer or Purchaſers of the Hereditaments hereby authorized to be ſold or enfranchiſed, of his or their Purchaſe Monies reſpectively, or by any Perſon or Perſons, of the Monies ſo as aforeſaid to be paid for Equality of Exchange, ſhall from Time to Time be and be deemed to be good and effectual Diſcharges to ſuch Purchaſer or Purchaſers, or other Perſon or Perſons, and to his or their reſpective Heirs, Executors, Adminiſtrators, or Aſſigns, for the ſaid Purchaſe or Exchange Monies, or ſo much thereof for which ſuch Certificates and Receipts ſhall be reſpectively given; and after filing ſuch Certificates and Receipts as aforeſaid, ſuch Purchaſer or Purchaſers, or other Perſon or Perſons, ſhall be abſolutely acquitted and diſcharged of and from the ſame Monies, and ſhall not be anſwerable or accountable for any Loſs, Miſapplication, or Non-application thereof.

IX. And whereas it may happen that ſome of the Conſideration Monies for the Sales and Enfranchiſements, and for Equality of the Exchanges hereby authorized to be made, may conſiſt of ſmall Sums, and it would greatly impede the Purpoſes of this Act, if ſuch ſmall Sums were paid into the Bank; be it therefore further enacted, That when the Conſideration for any of the ſaid Sales or Enfranchiſements, or for Equality of any of the ſaid Exchanges, ſhall not exceed the Sum of One hundred Pounds, then and in all ſuch Caſes the Purchaſer or Purchaſers, or other Grantee or Grantees, upon ſuch Enfranchiſements or Exchanges, may pay the Conſideration Money unto the ſaid *George John* Earl *Spencer* and *Wriotheſley Digby*, or the Survivor of them, or his Heirs or Aſſigns, whoſe Receipt ſhall be a good and ſufficient Diſcharge for the ſame; and after ſuch Receipt the Purchaſer or Purchaſers, or other Grantee or Grantees, upon ſuch Enfranchiſements or Exchanges, or his or their Heirs or Aſſigns, ſhall not be obliged to ſee to the Application, or be anſwerable for the Miſapplication or Non-application

tion of the Money in such Receipt expressed or authorized to be received; and when and so often as the Monies so to be received by the said Trustees respectively, shall amount to the Sum of Five hundred Pounds, the same shall be paid by the said Trustees into the Bank, in the Name of the Accountant General, in the Manner and for the Purposes herein-before described in respect of the Monies to be paid into the Bank by the Purchasers or other Grantees themselves.

Until the Sales, the Rents and Profits to be received by the Persons for the Time being entitled to the same.

X. And be it further enacted, That in the mean Time and until such Sales or Exchanges or Enfranchisements shall be made as aforesaid, of the Hereditaments hereby authorized to be sold and exchanged and enfranchised, they the said *George John* Earl *Spencer* and *Wriothesley Digby*, and the Survivor of them, and his Heirs, shall permit and suffer the Rents and Profits of the said Hereditaments to be had, received, and taken by such Person or Persons as would respectively have been entitled to and ought to have held, received, and enjoyed the same, in case this Act had not been made.

Power of appointing new Trustees.

XI. Provided always, and be it further enacted, That if both or either of them the said *George John* Earl *Spencer* and *Wriothesley Digby*, or any future Trustee or Trustees who shall succeed to, or shall be appointed in the Stead or Place of them, or either of them, as herein-after mentioned, shall die, or shall desire to relinquish, or shall refuse or decline to act, or become incapable to act in the Trusts or Powers hereby reposed in them or him, or shall go out of *Great Britain* before the said Trusts shall be fully performed and executed, then and so often as any such Case shall happen, it shall be lawful for the High Court of Chancery, in a summary Way, upon the Petition of such Person or Persons as, for the Time being, would be beneficially entitled to the Rents and Profits of the Hereditaments hereby made saleable and exchangeable, or if such Person or Persons shall be an Infant or Infants, then upon the Petition of his, her, or their Guardian or Guardians, from Time to Time, to make an Order for nominating and appointing any Person or Persons to be a Trustee or Trustees in the Stead or Place of the Trustee or Trustees so dying, or desiring to be discharged, or going out of *Great Britain*, or refusing, declining, or becoming incapable to act as aforesaid; and that when and so soon, and as often as any such Order shall be obtained, all the Estates and Powers which shall be then vested in the Trustee or Trustees so dying, or desirous of being discharged, or refusing, declining, or becoming incapable to act, or going out of *Great Britain* as aforesaid, either solely or jointly with the other Trustee, shall thereupon with all convenient Speed be conveyed and transferred in such Sort and Manner, and so that the same Estates and Powers shall and may be legally and effectually vested in the surviving or continuing Trustee thereof, and such new or other Trustee or Trustees, or in such new Trustees only, as the Case may require, upon the same Trusts, and for the same Intents and Purposes, and subject to the same Powers, as are herein-before declared of and concerning the same Estate, or such and so many of the same Trusts and Powers as shall or may be then subsisting or capable of taking Effect; and that such new Trustee or Trustees shall and may in all Things act in the Management, carrying on, and Execution of the Trusts hereby created, as fully and effectually, and with all the same Powers and Authorities, to all Intents, Effects, Constructions, and Purposes

poſes whatſoever, as if he or they had been originally by this Act nominated a Truſtee or Truſtees for the Purpoſes aforeſaid.

Lady Montague's Rentcharge to remain charged on Reſidue of the Premiſes not affected by the Act.

XII. Provided always, and it is hereby enacted, That notwithſtanding Part of the Hereditaments originally ſubjected to the ſaid annual Sum or yearly Rent Charge of Four hundred Pounds, which was ſo as aforeſaid charged for the Benefit of the ſaid *Frances* Viſcounteſs *Montague* for her Life, is or may be by the Operation of this Act freed and diſcharged of and from the ſame annual Sum or yearly Rent Charge, and all Powers, Authorities, and Remedies for compelling the Payment thereof, yet nevertheleſs the ſame annual Sum or yearly Rent Charge ſhall from henceforth be and remain, and continue to be iſſuing and payable out of and charged upon the Reſidue of the Manors and other Hereditaments originally charged and now being charged therewith, and which are of the annual Value of Four thouſand Pounds and upwards, and which are deſcribed in the Second Schedule to this Act, and not hereby authorized to be ſold or exchanged, or enfranchiſed as aforeſaid, with all Powers, Authorities, and Remedies to the ſaid *Frances* Viſcounteſs *Montague*, and her Aſſigns, for recovering and compelling Payment of the ſame, from and out of ſuch Reſidue of the ſame Manors and other Hereditaments, in ſuch and the ſame Manner as if the ſaid Reſidue of the ſaid Manors and other Hereditaments had been originally the only Premiſes ſubject to the Payment of the ſame annual Sum or yearly Rent Charge.

Power of Exchange repealed.

XIII. And whereas by an Act, made and paſſed in the Thirty ninth Year of the Reign of His preſent Majeſty, intituled, *An Act for enabling* William Stephen Poyntz *Eſquire, and the Honourable* Elizabeth Mary *his Wife, to charge the Eſtates late of the Right Honourable* George Samuel *Lord Viſcount* Montague *deceaſed, in the County of* Suſſex, *with a competent Sum of Money for improving the ſame, and for other Purpoſes*, Power was given to the aforeſaid *George John* Earl *Spencer* and *Wriotheſley Digby*, and the Survivor of them, and the Executors or Adminiſtrators of ſuch Survivor, purſuant to an Order of the High Court of Chancery, to be made in a ſummary Way upon Petition as therein mentioned, to convey in Exchange for or in lieu of other Hereditaments in the County of *Suſſex*, ſeveral of the aforeſaid Farms, Lands, and Hereditaments comprized in the aforeſaid Schedule to this Act; namely, all thoſe Farms and Lands called *Lurgaſhall Park Farm*, *The River Park Farm*, *The River Park Lodge Farm*, *Green Gate* and *Dawbins*, and *Lurgaſhall Mill Farm*, with *Lurgaſhall Water Corn Mill*, together with the Appurtenances thereto belonging: And whereas the ſaid Power of Exchange contained in the ſaid recited Act will become unneceſſary upon the paſſing of this Act, be it therefore further enacted, That, from and immediately after the paſſing of this Act, the ſaid Power of Exchange contained in the ſaid recited Act ſhall be and the ſame is hereby repealed.

General Saving.

XIV. Saving always to the King's moſt Excellent Majeſty, and to His Heirs and Succeſſors, and to all and every other Perſon and Perſons, Bodies Politick and Corporate, his, her, and their Heirs, Succeſſors, Executors, and Adminiſtrators (other than and except the ſaid *William Stephen Poyntz* and *Elizabeth Mary* his Wife, and all and every the Sons and Daughters of the ſaid *Elizabeth Mary* begotten and to be begotten, and the ſeveral and reſpective Heirs of their Bodies; and the ſaid Sir *Richard*

Richard Bedingfeld, and all and every the Sons and Daughters of his Body begotten and to be begotten, and the Heirs of the Bodies of all and every such Sons and Daughters respectively; and the said *Frances* Viscountess *Montague*, and the right Heirs of the said *George Samuel* Lord Viscount *Montague*; and all and every other Person and Persons claiming or to claim any Estate, Right, Title, or Interest, of, in, and to the said Manor, Messuages, Farms, Lands, and Hereditaments hereby vested and authorized to be sold and exchanged, and enfranchised as aforesaid, under or by virtue of the said Will of the said *George Samuel* Lord Viscount *Montague*; and the said Indenture of the Eighteenth Day of *August* One thousand seven hundred and ninety-four, or either of them), all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, or out of the same Manor, Messuages, Lands, Tenements, Hereditaments, and Premises, and every or any Part thereof, as they, every, or any of them had before the passing of this Act, or could or might have had, held, or enjoyed in case this Act had not been made.

Evidence. 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.

The

The First SCHEDULE to which the foregoing Act refers.

FARMS and WOODS.	Tenants Names.	Parishes.	Number of Acres.	Annual Rent.	TOTAL Annual Rent.
			A. R. P.	£. s. d.	£. s. d.
Clayton and Constablewick Farm	John Bull	Clayton, Pyecombe and Patcham	659 0 37	123 16 0	
Aberton Farm	William Gallup	Edburton	125 2 39	71 0 0	454 16 0
Sadlescomb Farm	The Widow Bine	Newtimber	952 3 13	260 0 0	
			1,737 3 9	454 16 0	
Saldown and Stony Land Coppice	In Hand	Patching	35 1 20	—	
Corketts Grounds Coppices	In Hand	Warningcamp	46 1 13	—	
The Manor of Calceto and Calceto Farm	—— Osborn	Warningcamp, Lymister alias Leominster, Poling, Rushington otherwise Rustington	317 2 35	570 0 0	588 0 0
Woodsums Farm	Charles Farhall	Billinghurst	35 0 0	18 0 0	
			434 1 28	588 0 0	
Fromans Farm	Samuel Anker	—— Linch	30 0 13	11 0 0	
River Park, Lodge Farm	John Kingshott	Tillington, Lodsworth otherwise Ludsworth, Lurgashall	414 2 38	200 0 0	
Green Gate, and Dobins otherwise Daubins, and Lurgashall Mill Farms, with the Water Corn Mill	William Rassell —— Lasham	Do.	146 3 18	135 10 6	686 10 6
Harlands Farm	William Bridger	Lodsworth otherwise Ludsworth	139 0 0	90 0 0	
River Park Farm	Henry Older	Tillington, Lodsworth otherwise Ludsworth, Lurgashall	442 0 2	130 0 0	
Lurgashall Park Farm	John Stilwell	Lurgashall	398 3 17	120 0 0	
			1,571 2 0	686 10 6	

The First Schedule.—*continued.*

FARMS and WOODS.	Tenants Names.	Parishes.	No. of Acres.	Annual Rent.	TOTAL annual Rents.
			A. R. P.	£. s. d.	£. s. d.
The Freehold and Inheritance in Fee Simple of the following Lands and Tenements, which are let on long Leases for Years, viz.—Of the Lands and Tenements called Little Manwell, being the same Premises as were demised by Indenture of Lease, dated 18th October, in the 6th Year of the Reign of Queen Elizabeth, by the Right Honourable Henry Earl of Arundel, and the Right Honourable John Lumley Knight, Lord Lumley and Lady Jane his Wife, Daughter of the said Earl, to Thomas Bettesworth Yeoman, for 10,000 Years, without Impeachment of Waste -	Charles William Taylor -	Lynch	27 0 0 be the said several Quantities little more or less.	0 2 8 Heriot on Death and Alienation, the best Beast or 28*s.* 8*d.* and 2*s.* 8*d.* for a Relief.	
ALSO, Of the Lands called Greenmanwell and Hertwell, being the same Premises as are demised by Indenture of Lease, dated the last Day of April in the 6th Year of Queen Elizabeth, by the above Henry Earl of Arundel, John Lumley, Lord Lumley and Lady Jane his Wife, to William Bettesworth Yeoman, for 10,000 Years, without Impeachment of Waste - - - -	Charles William Taylor - Geo. Edwards -	Lynch -	58 0 0	0 7 0 Heriot on Death and Alienation, the best Beast or 40*s.* and 7*s.* for a Relief.	
Together with all Rights of Common now appendant or appurtenant to, or hitherto exercised or enjoyed with the said Leasehold Lands and Tenements, such Rights of Common, from and after the respective Sales thereof, to be deemed and taken and to be for ever exercised and enjoyed as Freehold, and as such appendant or appurtenant to the respective Lands and Tenements to which they are now respectively appendant or appurtenant, or with which they have been hitherto exercised or enjoyed.					

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The Second SCHEDULE referred to by the foregoing Act.

Premiſes.	Tenants Names.	Pariſhes.	Annual Rent. £.	s.	d.
Little Todham - -	Thoˢ Purſer - -	Eaſeborn - -	100	0	0
Vineing - - -	Wᵐ Sanders -		90	0	0
Virdley and Buddington Farms -	Wᵒ James - -		45	0	0
	Hʸ Ford - -		178	0	0
Lands and Woods -	In Hand - -	Cowdray - -	800	0	0
North Mill - -	Mr. Tipper -	Eaſeborn and Wollavington -	42	0	0
Meſſuages and Tenements	Mrˢ. Alliſon -		35	0	0
Coſtus Mill and Anworth Land - -	Mr. Etherton -				
	Mr. Ford and others				
	Mr. Ayling -				
Ball's Farm - -	Mr. Eldridge -	Wollavington -	170	0	0
Late Amber's - -	Mr. Adams -		16	16	0
Bepton and Linch Farms	Meſſrs. Turner -	Bepton and Linch -	580	0	0
Cocking, Cocking Park, and Pitſham Farms -	Mr. Newman -	Cocking and Bepton	150	0	0
	Mr. Lunn - -		140	0	0
Merſh Lands, &c. -	Mr. Ayling - -		130	0	0
	Mr. Underwood -		60	0	0
Moſes Hill - -	Mr. Heather -	Farnhurſt - -	30	0	0
Lower Lodge - -	Mr. Hide - -		65	0	0
Upper Lodge - -	Mr. Baſing - -		85	0	0
North Park and Parkgate Farms - -	Mr. Shotter - -				
	Mr. Church -		60	0	0
	Mr. Newman -				
Shelbread, Guillam's, and Rout's Farms - -	Mr. Rapley -	Linchmere - -	30	0	0
	Mr. Karn -		70	0	0
Lodſworth Farm -	Mr. Knight -	Lodſworth - -	110	0	0
South Farm Goſdenheath's - -	W. A. Damer -	Amberſham - -	40	0	0

The Second Schedule—*continued.*

Farms, Lands, and Woods.	Tenants Names.	Parishes.	Rents.
			£. s. d.
Sulham Farm - -	Mr. Dennett - -	Sulham - -	80 0 0
Lodgebridge Mill -	John Tipper -	Lodsworth - -	50 0 0
Lodsworth Farm -	Mr. Bridger -	Dº - -	90 0 0
Messuage and Malthouse	Mr. Ford - -	Midhurst - -	16 16 0
Part of Whiphill -	Mrs. Cutfield -		120 0 0
Part of Whiphill -	Lord R. Spencer -		70 0 0
St. Ann's Hill House and Meadows - -	Mr. Blake - -		87 5 0
Tythes of Easeborne, Midhurst, Ambersham South, Lodsworth, Farnhurst, Linch, and Ambersham North -	- - - -	- - - -	600 0 0
The Woods of Cocking, Bepton, Linch, Farnhurst, and Linchmere.	In Hand - -	- - - -	300 0 0
The Manors belonging to the Estate - -	- - - -	- - - -	200 0 0
		TOTAL - £	4,672 17 0

Wm DAMER.

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