



ANNO QUADRAGESIMO PRIMO

# GEORGI III. REGIS.

\*\*\*\*\*

## Cap. 139.

An Act for confirming certain Indentures of Lease and Release, dated the Thirteenth and Fourteenth Days of *August*. One thousand seven hundred and ninety-five, whereby several Manors and Real Estates, late of *Sir Nicholas Hackett Carew* Baronet, deceased, situate in the County of *Surrey*, were conveyed upon certain Trusts in such Indentures mentioned; for enabling the Trustees named in the said Indentures to convey, settle, and assure the said Manors and Real Estates to certain remaining Uses, conformable to the last Will and Testament of the said *Sir Nicholas Hackett Carew*; for enabling *Richard Carew* Esquire, and the successive remaining Takers under the said Will, to grant Leases of the said Real Estates; for vesting certain Parts of the said Real Estates in Trustees, in Trust, to be sold; for authorizing the Sale, Release, or Extinguishment of the several Quit Rents, Heriot Rights, and other Dues, payable by the Freehold, Copyhold, and Customary Tenants of the said

[*Loc. & Per.*]

30 C

Manors,

Manors respectively; and also the enfranchising or reducing to small Fines certain, the several Customary or Copyhold Estates holden of the same Manors respectively; and for applying the Monies arising by the said Matters respectively in the Purchase of other Lands or Hereditaments to be settled to the same Uses.

[2d July 1801.]

Preamble.

Will of Sir  
Nicholas  
Hackett Carew  
Baronet,  
dated 1st July  
1762,  
recited.

**W**HEREAS Sir *Nicholas Hackett Carew*, late of *Beddington* in the County of *Surrey*, Baronet, deceased, being seised or entitled in Fee Simple, or for some other good Estate of Inheritance, of and in or to (amongst other Hereditaments) the several Manors, Messuages, Lands, Tenements, and Hereditaments herein-after particularly mentioned, did, on the First Day of *July* in the Year of our Lord One thousand seven hundred and sixty-two, duly make and publish his last Will and Testament in Writing (signed by him and attested in the Manner required by Law for passing Freehold Estates) reciting that he had, soon after his Marriage with his then late Lady, deceased, pursuant to Articles entered into previous to their Intermarriage, settled all his Manor House of *Beddington*, with the Park and Appurtenances thereto belonging, together with his several Manors and Real Estates in the said County of *Surrey*, upon himself for Life, and after his Decease, for securing to his said Lady an Annuity for Life for her Jointure, and with a Charge of Ten thousand Pounds for a Daughter, in case he should have but One, and no Son, to be paid to such Daughter at her Age of Twenty-one Years, or within Three Months next after his Decease; and reciting that he was indebted unto *Thomas Martin* and *Joseph Martin* Esquires, in several Sums of Money, amounting to Sixteen thousand two hundred and eighty-six Pounds Thirteen Shillings and Five-pence, he directed that so much of the said Sums as should not be discharged in his Lifetime, should remain charged on all his Real Estates in *Great Britain* and *America*, and be raised by such Sale and Mortgage thereof as is therein-after mentioned; and reciting that *Rowland Fry* Esquire, had contracted for the Purchase of his Manor of *Banstead* in *Surrey*, for the Price of Fifteen thousand Pounds, the said Testator confirmed and directed his Executor specifically to perform the said Contract; and reciting that he had Issue by his said Wife only One Daughter, *Catherine*, who would, on attaining her Age of Twenty-one Years, in case of his Death be entitled to the said Ten thousand Pounds; and reciting that his Estates in *England*, being the ancient Family Estate, it was his Desire that the same might be kept together, and no Part thereof dismembered or aliened, but that his Iron Works and Estates in *America* should be sold towards discharging his Debts, Legacies, and Incumbrances upon his said Estates, and that what should remain unsatisfied thereby should be discharged by the Rents and Profits thereof in Manner therein-after mentioned; and that all his Plate, Pictures, and Furniture should go along with and be annexed for ever to his said Mansion House at *Beddington*; and that his said Mansion House should by his Trustee be kept in Hand, and in good Repair, with the Gardens, and such Part

of the Park and Lands as were then in his own Occupation, until the said Estates should be so cleared of all Incumbrances, and not let; and in regard there were many Copyhold Tenements holden of his said Manors that were held by arbitrary Fines, he for the Reasons therein mentioned directed that his said Trustee should be at liberty to set such Fines as he should think fit; and for the better carrying into Execution and effecting his Purposes aforesaid, the said Testator did thereby give, devise, and bequeath unto *William Pellatt* of *Moredon* in the County of *Surrey*, Gentleman, his Heirs, Executors, Administrators, and Assigns, all that his said Mansion House of *Beddington*, with the Outbuildings, Park, Yards, Gardens, Lands, and Hereditaments thereunto belonging; and also the Advowson or Portionary of the Church of *Beddington*, together with all his said Plate, Pictures, and Furniture, and directed that the same should be annexed to and for ever thereafter go along with his said Mansion House as Heir Looms; and also all those his several Manors of *Beddington*, *Bandon*, *Ravensbury*, *Norbury*, *Banstead*, *Horne*, *Burstow*, and *Walton upon the Hill*, and all other his Real Estate in the said County of *Surrey* or elsewhere in *England*; and also his said Iron Works and Real or Personal Estate in *America*, with all and every of their Appurtenances, to hold to the said *William Pellatt*, his Heirs, Executors, Administrators, and Assigns, to, for, and upon the several Uses, Trusts, Ends, Intents, and Purposes therein after mentioned (that is to say); upon Trust, in the First Place to sell all the said Testator's Real and Personal Estate in *America*, and with the Monies arising thereby, pay off and discharge so much of his Debts and Legacies as the same should extend to pay; and upon further Trust, to permit his Daughter *Catherine* to hold and enjoy his said Mansion House, Park, and Gardens at *Beddington*, and the Use of his said Plate, Paintings, and Furniture, during her Life; and upon further Trust, to raise by Mortgage of the said Manors, Lands, and Hereditaments in *England*, so much Money as with the said Fifteen thousand Pounds to be received for the Sale of his Estate at *Banstead*, and all the Residue of his Personal Estate not thereby otherwise disposed of, should be sufficient to pay off and discharge all his Debts and Legacies which should then remain unpaid, together with his said Trustee's Charges and Expences, and also the said Ten thousand Pounds for the Portion of his said Daughter, in case the same should become payable, with all such Interest and Costs as should become due for the same; and after full Payment thereof, and in the mean Time from and immediately after the Testator's Decease, upon Trust, to pay and expend, out of the yearly Rents and Profits of his said Estates in *England*, all such Sums as his said Trustee should find necessary to keep his said Mansion House, Gardens, and Park at *Beddington*, and all other his Buildings, Fences, and Inclosures in good Repair; and upon further Trust to pay out of the said yearly Rents and Profits an Annuity of Six hundred Pounds to his said Daughter *Catherine* during her Life, and after Payment thereof, then upon Trust, after Deduction of the Legacies and Annuities therein given, and his Trustee's reasonable Charges, to pay and apply all the clear and net Surplus of such yearly Rents and Profits, in the First Place for keeping down the Interest of such Mortgage, and then to pay off and discharge so much of the Principal thereof from Time to Time as the same would extend to pay, until the Whole thereof should be fully paid and discharged; and from and after full Payment and

Satisfaction

Satisfaction thereof, then upon further Trust, to pay all the said Rents, Issues, and Profits (subject to such Annuities and Charges) into the proper Hands of his said Daughter during her Life, and from and immediately after her Decease, then upon Trust to convey and assure all and singular his said Manors, Hereditaments and Premises, and all other his said Trust Estates (subject to the said Annuities and Legacies, and after the Trusts aforesaid should be all performed and executed) unto and to the Use of the First and eldest Son of his (the said Testator's) Cousin, the Reverend Doctor *John Fountayne* Dean of *York*, when such First Son should attain his Age of Twenty-five Years, in case his said Cousin should have or leave any such who should attain his said Age of Twenty-five Years; for and during the Term of his natural Life only; with Remainder to Trustees and their Heirs, to preserve contingent Remainders during his Life; and after the Decease of such First Son, to his First and other Sons in Tail Male successively; and for Default of such Issue, to the Use of the Second, Third, Fourth, Fifth, and all and every other the Son and Sons of the Body of his said Cousin *John Fountayne*, lawfully to be begotten, severally and successively, and in Remainder, One after another, in Order and Course as they and every of them should be in Priority of Birth, for and during the Term of his and their natural Life and Lives successively only, and with such Remainder to Trustees and their Heirs to preserve contingent Remainders during their Lives; and with the same and the like Remainders to their First and other Sons successively in Tail Male, every Elder of such Son and Sons, and the Heirs Male of his Body, being always to be preferred and to take before a Younger of them, and the Heirs Male of his Body; and for Default of such Issue, then upon further Trust, to convey the said Trust Estate (subject as aforesaid) to the Use of *Richard Gee* Eldest Son of his (the said Testator's) Cousin *Richard Gee* of *Orpington* in the County of *Kent*, Esquire, for and during the Term of his natural Life; Remainder to Trustees during his Life to preserve contingent Remainders; and from and after his Decease, to the Use of the First Son of the Body of the said *Richard Gee*, and the Heirs Male of such First Son lawfully issuing, and in Default of such Issue, to the Use of the Second, Third, Fourth, and all and every other Son and Sons of the Body of the said *Richard Gee*, lawfully to be begotten, severally, successively, and in Remainder, One after another, in Order and Course as they respectively should be in Priority of Birth, and the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing, every Elder of such Son and Sons, and the Heirs Male of his Body being always preferred, and to take before a Younger of them, and the Heirs Male of his Body; and for Default of such Issue, then upon Trust to convey the said Trust Estate unto the Use of *Farrer* Eldest Son of the said Testator's Kinsman *William Farrer* of *Cold Brayfield* in the County of *Bucks*, Esquire, for and during the Term of his natural Life; Remainder to Trustees during his Life to preserve contingent Remainders, with such and the like Remainders to the First and other Son and Sons of the said *Farrer* successively, and the Heirs Male of his and their Body and Bodies lawfully issuing, in the same Manner as he had before limited the same Premises unto the Sons of the said *Richard Gee*; and for Default of such Issue, then upon Trust to convey the same Premises unto and to the Use of the said

said Doctor *John Fountayne*, his Heirs and Assigns for ever; and the said Testator, for the Reasons therein mentioned, restricted his said Daughter from marrying, and directed that the Issue Male of the said Doctor *John Fountayne*, and *Richard Gee*, and *Farrer*, and their respective Issue Male, and also the said *John Fountayne*, when and as they should respectively come into the actual Possession of his said Estate by virtue of the said Limitations, should take the Surname and Arms of *Carew*, and should procure an Act of Parliament for that Purpose, in the next Session of Parliament after so coming into Possession, or in Default thereof should forfeit the Estates, Benefits, and Advantages thereby given; and the said Testator committed the sole Care and Management, Power of leasing, letting, and repairing, and also the Receipt of the Rents and Profits of his said Estates, unto the said *William Pellatt* during his natural Life, and gave and bequeathed unto him an Annuity of Two hundred Pounds, payable Half yearly, clear of all Deductions, as a Satisfaction for such his Care, Time, Pains, and Trouble, besides his reasonable Charges and Expences, and the Perquisites of the said Courts, and other Law Affairs, and charged the said Annuity upon all his said Trust Estate, during the natural Life of the said *William Pellatt*; and the said Testator did thereby direct, authorize, and empower the said *William Pellatt*, at any Time or Times during the Continuance of the Trusts thereby invested in him as aforesaid, and before such Conveyance of the said Premises should be made by him as aforesaid, by any Deed or Deeds indented under his Hand and Seal, to demise, lease, and grant all or any Part of the said Testator's Estate in Manner therein mentioned; (that is to say) to demise, lease, and grant such Part of the same Premises upon which any Dwelling House was or should be standing, and which any Person or Persons should be willing to rebuild and improve, and also such Part or Parts of the Premises not before built upon, as any Person or Persons should be willing to build upon and improve, and particularly any Mill or Mills, unto any Person or Persons for any Term or Number of Years not exceeding Ninety-nine Years; and also to demise and grant any other Part of the same Premises (except the said Mansion House, Garden, and Park, with the Appurtenances) to any Person for any Term or Terms, or Number of Years, not exceeding Thirty-one Years, to take Effect in Possession and not in Reversion; so as in every such Lease there should be reserved the best and most improved yearly Rent or Rents that could at the Time of making such Leases be had and gotten for the same, without taking any Fine for the same; and so as in every such Lease there should be contained a Clause of Re-entry for the Non-payment of the Rent and Rents thereby reserved; and that the respective Lessees execute Counterparts of such Lease and Leases; and so as no Clause should be contained in any such Lease giving Power to any Lessee to commit Waste, or exempting him, her, or them from Punishment for committing the same; and the said Testator thereby also directed, that it should be lawful for the Sons of the said Doctor *Fountayne*, and of the said *Richard Gee*, and the said *Farrer*, when he or they should come into and be in the actual Possession of the said Premises by virtue of the Limitations aforesaid, to grant such Leases; and the said Testator thereby provided, in Manner therein mentioned, for the settling of the Accounts of the said *William Pellatt*, and for the Execution of the said Trusts; and for the Appointment

Mortgage.  
for 12,000 l.

Death of Sir  
Nicholas  
Hackett Carew,  
18th  
August 1762.  
His Will  
proved.

His Daughter  
attained 21.  
Bill to perpetuate  
the Testimony of  
Witnesses.

Sale of Estate  
at Banstead.

Dr. Fountain,  
One  
Son a Minor.

of a new Trustee in case of the said *William Pellatt's* Death; and the said Testator thereby gave sundry Legacies and Annuities, which he charged upon his said Estates, and appointed the said *William Pellatt* sole Executor of his said Will: And whereas by Indentures of Lease and Release of the Fifth and Sixth Days of *July* One thousand seven hundred and sixty-two, made between the said Sir *Nicholas Hackett Carew* of the One Part, and *Thomas Martin*, then of *Clapham* in the County of *Surrey*, Esquire, and *Joseph Martin*, then of *Lombard Street, London*, Esquire, of the other Part; it is witnessed, that in consideration of Twelve thousand Pounds paid by the said *Thomas Martin* and *Joseph Martin* to the said Sir *Nicholas Hackett Carew*, he the said Sir *Nicholas Hackett Carew* did grant, release, and confirm unto the said *Thomas Martin* and *Joseph Martin*, their Heirs and Assigns, all those the several Manors of *Beddington, Norbury, Ravensbury* otherwise *Ravisbury, Walton, and Wallington*, and also the said Mansion House and Lands of *Beddington*, and also all those Messuages, Mills, Lands, Tenements, Rents, Hereditaments and Premises of him the said Sir *Nicholas Hackett Carew*, situate within the several Parishes, Precincts, and Territories of *Beddington, Bandon, Wallington, Carshalton, Woodmansterne, Chiffington, Croydon, Streatham, Sanderstead, Mitcham, Morden* otherwise *Mourden, Tooting, Gravenor, Merton*, and *Walton* otherwise *Walton-upon-the-Hill*, or any of them, in the said County of *Surrey*, to hold the same unto and to the Use of the said *Thomas Martin* and *Joseph Martin*, their Heirs and Assigns, subject to a Proviso for Redemption, on Payment of the said Sum of Twelve thousand Pounds and Interest: And whereas the said Sir *Nicholas Hackett Carew* died on the Eighteenth of *August* One thousand seven hundred and sixty-two, without revoking or altering his said Will, leaving his said Daughter *Catherine Carew* his only Child and Heir at Law him surviving; and the said *William Pellatt* afterwards duly proved the said Will in the proper Ecclesiastical Court, and took upon him the Execution thereof, and of the Trusts therein mentioned, and entered into and took Possession of all the Testator's Real and Personal Estates in *England*; and the said *Catherine Carew* soon afterwards attained her Age of Twenty-one Years, and thereupon became entitled to the said Ten thousand Pounds; and the said *William Pellatt* filed a Bill in the High Court of Chancery, against the said *Catherine Carew* for perpetuating the Testimony of the several subscribing Witnesses to the said Will, in which the said Witnesses were examined as to the Execution and Attestation thereof, and the Sanity of the said Testator, and the Depositions of such Witnesses were duly published; and the said *William Pellatt* afterwards completed the Contract for the Sale of the said Testator's Estate at *Banstead* to the said *Rowland Fry*, and received the Sum of Five thousand Two hundred Pounds, the Residue of the Purchase Money for the same (the said Testator having, after the making and executing his Will, and previous to his Death, received the Sum of Nine thousand eight hundred Pounds of the said *Rowland Fry* in Part of such Purchase Money, and thereout paid to the said *Thomas Martin* and *Joseph Martin* the Sum of Four thousand two hundred and eighty-six Pounds Thirteen Shillings and Five-pence, in Part Satisfaction of the Monies mentioned in his said Will to be due to them, and thereby reduced the same to the said Sum of Twelve thousand Pounds, which he secured to them by the above-mentioned Mortgage): And whereas at the Time of making the said Will

Will, and the Death of the said Testator, the said *John Fountayne* had One only Son, named *Thomas Charles Fountayne*, living, who was then a Minor; and the said *Richard Gee* the Son, and *William Farrer* the eldest Son of the said Testators said Kinsman *William Farrer*, and the Person described and intended by his said Will as such eldest Son of the said *William Farrer*, also survived the said Testator: And whereas the said *Catherine Carew*, the Testator's Daughter, died in *March* One thousand seven hundred and sixty-nine, unmarried, having first duly made her Will in Writing, dated the Fifth Day of *September* One thousand seven hundred and sixty-four, executed and attested so as to pass Real Estates, and thereby, after giving several pecuniary and other Legacies, she gave, devised, and bequeathed all the Residue of her Estate and Effects whatsoever and wheresoever, and of what Nature or Kind soever, whether Real or Personal, unto the said *William Pellatt*, and appointed him sole Executor of her said Will: And whereas the said *Thomas Charles Fountayne*, and *Richard Gee* the Son, and also the said *William Farrer*, the said eldest Son of the said Testator's said Kinsman *William Farrer*, and the said *John Fountayne*, survived the said *Catherine Carew*; and the said *William Farrer* the Son died soon after the Death of the said *Catherine Carew*, without Issue: And whereas by Indentures of Lease and Release dated respectively the Eighteenth and Nineteenth of *July* One thousand seven hundred and sixty-nine, the Release being made between the said *Joseph Martin*, One of the Two acting Executors, and also the only surviving Residuary Legatee of the said *Thomas Martin*, of the First Part; *John Porker*, the other acting Executor of the said Will of the said *Thomas Martin*, of the Second Part; the said *William Pellatt* of the Third Part; the said *John Fountayne* of the Fourth Part; *Randolph Marriott* Esquire, of the Fifth Part; *John Martin* of the Sixth Part; and *John Marriott* Esquire, of the Seventh Part; reciting as therein is recited, and also reciting the Wills of the said Sir *Nicholas Hackett Carew* and *Catherine Carew*, and the said Indentures of Lease and Release of the Fifth and Sixth of *July* One thousand seven hundred and sixty-two, and that the said whole Principal Sum of Twelve thousand Pounds then remained due thereon, and that the said *William Pellatt*, having Occasion for the said Sum of Ten thousand Pounds due to the said *Catherine Carew*, and then belonging to the said *William Pellatt* as her Executor, had applied to the said *Randolph Marriott* to advance the said Two Sums of Twelve thousand Pounds and Ten thousand Pounds, making together Twenty-two thousand Pounds, it is witnessed, that in Consideration of Twelve thousand Pounds to the said *Joseph Martin*, and of Ten thousand Pounds to the said *William Pellatt*, paid by the said *Randolph Marriott*, he the said *Joseph Martin*, by the Direction of the said *William Pellatt* and *John Fountayne*, did bargain, sell, remise, and release, and the said *William Pellatt* did grant, release, and confirm unto the said *Randolph Marriott*, his Heirs and Assigns, all the said several Manors, Messuages, Mills, Farms, Lands, Tenements, Rents, and all and singular other the Hereditaments and Premises comprized in the said Indentures of the Fifth and Sixth of *July* One thousand seven hundred and sixty-two (except the said Mansion House and Park of *Beddington*, and the Lands held therewith, and also and except the Advowsons of the Churches of *Beddington* and *Walton-on-the-Hill*;) to hold the same unto and to the Use of the said *Randolph Marriott*, his Heirs and Assigns for ever, discharged from

*Richard Gee* and *William Farrer* survived the Testator. Death of the Testator's Daughter unmarried. Her Will 5th September 1764.

Death of *William Farrer*, without Issue.

Mortgage for 22,000 l. *Marriott*.

the

Further  
Charge of  
2,000 l.

Bill in Chan-  
cery for esta-  
blishing the  
Will of Sir  
*Nicholas  
Hackett  
Carew.*

Decree for  
that Purpose,  
24th Febru-  
ary 1773.

Loss of the  
Testator's  
Property in  
*America.*

the said former Proviso, but subject to another Proviso for Redemption of the said Premises on Payment of the said Twenty-two thousand Pounds and Interest: And whereas by a certain Deed Poll under the Hand and Seal of the said *William Pellatt*, dated the Thirtieth Day of *July* One thousand seven hundred and seventy, indorsed on the said Indenture of Release of the Nineteenth of *July* One thousand seven hundred and sixty-nine, reciting that the said *William Pellatt* having Occasion for the further Sum of Two thousand Pounds, the said *Randolph Marriott* had agreed to advance him the same, on the Security of the said several Manors and Hereditaments therein comprized; the said *William Pellatt*, in consideration of Two thousand Pounds to him paid by the said *Randolph Marriott*, and for securing the Re-payment thereof, did covenant, declare, and agree, that the same Manors, Hereditaments, and Premises, should stand charged with the said Sum of Two thousand Pounds, and Interest, in the same Manner, and subject to the same Proviso, as with respect to the said Sum of Twenty-two thousand Pounds: And whereas soon after the Decease of the said Sir *Nicholas Hackett Carew*, the said *John Fountayne*, on Behalf of the said *Thomas Charles Fountayne* his Son, and of himself, filed a Bill in the said Court of Chancery against the said *William Pellatt* and *Richard Gee* the Son, and all other necessary Parties, praying (amongst other Things) that the said Will of the said Sir *Nicholas Hackett Carew* might be established, and the Trusts thereof performed and carried into Execution, and for an Account to be taken of the said Testator's Real and Personal Estates; and that the said Testator's Estates and Property in *America* might be sold, and the Produce thereof applied towards the Payment of his said Debts, Legacies, and Incumbrances; and for a Conveyance of the said Testator's Estates to the Uses of his said Will, and for other the Purposes therein mentioned; and the said Defendants to such Bill having put in their respective Answers thereto, and sundry Witnesses having been examined therein, the said Cause came on to be heard on the Twenty-fourth Day of *February* One thousand seven hundred and seventy-three, when the said Court was pleased by its Decree, to declare the said Will of the said Sir *Nicholas Hackett Carew* well proved, and that the same ought to be established, and the Trusts thereof performed and carried into Execution, and to order and decree the same accordingly; and it was referred to a Master of the said Court to take an Account of the Testator's Personal Estate not specifically bequeathed, and of his Debts, Funeral Expences, Annuities, and Legacies; and it was ordered that the said Personal Estate should be applied in Payment thereof, in a due Course of Administration; and that the said Master should enquire whether it was proper and for the Benefit of the said Trust, to sell the said Testator's Estates and Property in *America*, and should also take an Account of the Rents and Profits of the said Testator's Real Estates received by the said *William Pellatt*; and that he should continue to pass annual Accounts thereof before the said Master, with sundry other collateral Directions; and the Consideration of all further Directions was thereby reserved until after the said Master should have made his Report: And whereas pending the Proceedings in the said Cause, the late Troubles broke out in *America*, and the said Testator's Estates and Property there were confiscated, and thereby lost to the said Trusts; and the Whole of the Testator's Debts, Legacies, Annuities, and Incumbrances thereby fell upon the said Estates



Estates in *England*, except as to a Compensation obtained by the said *William Pellatt*, in respect of the said confiscated Estates and Property, as hereinafter-mentioned: And whereas the said *Thomas Charles Fountayne*, the said Son of the said *John Fountayne*, departed this Life in *January* One thousand seven hundred and eighty, without attaining the Age of Twenty-five Years, and without Issue, and the said *John Fountayne* has not hitherto had any other Son; and thereupon the said *Richard Gee* the Son, hath obtained an Act of Parliament authorizing him to take the Surname and bear the Arms of *Carew*, pursuant to the Directions of the said Will in respect thereof: And whereas by a Deed Poll dated the Twenty-ninth Day of *November* One thousand seven hundred and eighty-nine, under the Hand and Seal of the said *Randolph Marriott*, indorsed on the said Indenture of Release of the Nineteenth of *July* One thousand seven hundred and sixty-nine, reciting that the said *William Pellatt* having been allowed by the Commissioners appointed by Act of Parliament for giving Relief to the *American* Loyalists, the Sum of Five thousand Pounds, the said *William Pellatt* was enabled to pay off the Sum of Five thousand Pounds of the said Principal Sum of Twenty-four thousand Pounds secured by the same Indenture and Indorsement, it is witnessed, that in Consideration of Five thousand Pounds paid by the said *William Pellatt* to the said *Randolph Marriott*, he the said *Randolph Marriott* did remise, release, and discharge the said *William Pellatt*, and the said Manors, Messuages, Lands, Tenements, and Hereditaments comprized in the same Indenture, as to the said Five thousand Pounds, and did thereupon covenant to re-convey the same on Payment of the remaining Nineteen thousand Pounds, and Interest: And whereas the Master to whom the said Cause was referred, did on the Twenty-third Day of *February* One thousand seven hundred and ninety-one, make his General Report therein, and thereby certified, that having taken the several Accounts directed by the said Decree, including the said Five thousand two hundred Pounds received for the said Estate at *Banstead*, and also the said Twenty-two thousand Pounds and Two thousand Pounds borrowed of the said *Randolph Marriott*, and also the said Ten thousand Pounds due to the said *Catherine Carew*, and the said Mortgage of Twelve thousand Pounds to the said *Joseph Martin*, he found that there remained in the Hands of the said *William Pellatt*, on Account of the said Testator's Real and Personal Estates, at the Time of the Hearing of the said Cause, a general Balance of Six hundred and sixty-four Pounds, Five Shillings and Four-pence Three Farthings; and that the said Testator had in his Life-time granted an Annuity of One hundred Pounds to *Sarah Cooper* Spinster (then *Sarah Lister* Widow) during her Life, but that he did not find there was any other Debt then remaining due from the said Testator, or his Estate, except what might be due on the said Mortgage to the said *Randolph Marriott*, and that he did not find that any of the said Testator's Legacies then remained unsatisfied, or that there was any Annuity given by his Will then remaining unsatisfied, except the said Annuity of Two hundred Pounds thereby given to the said *William Pellatt*; which said Report was afterwards confirmed absolute: And whereas the said Mortgage was afterwards transferred to Sir *John Dixon Dyke*, of *Lullingstone Castle* in the County of *Kent*, Baronet: And whereas by Indentures of Lease and Release, dated respectively the Thirteenth and Fourteenth Days of

Death of *Thomas Charles Fountayne*, without Issue, and without attaining 25 Years. *Richard Gee* took the Name and Arms of *Carew*. 5,000 *l.* paid in Part of the Mortgage.

Master's General Report, 23<sup>d</sup> *February* 1791.

Transfer of Mortgage to Sir *John Dixon Dyke*, Baronet.

Indentures of  
Lease and  
Release, 13th  
and 14th  
August 1795  
recited.

*August* One thousand seven hundred and ninety-five, made between the said Sir *John Dixon Dyke* of the First Part; the said *William Pellatt* of the Second Part; the said *John Fountayne* of the Third Part; the said *Richard Carew* of the Fourth Part; Sir *Charles Morgan* of *Grafton Street* in the County of *Middlesex*, Baronet, and *Robert Jenner* of *Lincolns Inn Fields* in the same County, Esquire, of the Fifth Part; and divers other Persons, being Trustees of Two several Terms of Years attending the Inheritance of the said Premises, of the other Parts, reciting the several Matters aforesaid, and also reciting that the said Principal Sum of Nineteen thousand Pounds still remained due upon the said Mortgage, and that the said Annuity of One hundred Pounds to the said *Sarah Lister*, and also the said Annuity of Two hundred Pounds to the said *William Pellatt*, still remained payable out of the said Real Estates; and also reciting, that by Means of the said Testator's Debts, Legacies, Annuities, Mortgage, and other Incumbrances affecting his said Estates having been very considerable, and of the many incidental Expences necessarily attending the Execution of the Trusts of his said Will, and also by Means of the Loss of the said Testator's said Estates and Property in *America*, and otherwise, the Surplus arising from the said Real Estates in *England*, after Payment of the Interest of the said Mortgage, and of the said Annuities, and also of Repairs, Taxes, and various other necessary Expences and Outgoings had been very small, and it would require a considerable Length of Time before the said remaining Mortgage could be paid off by Means of such Surplus, and the said *William Pellatt* and *John Fountayne* were each of them far advanced in Years, and that the said *Richard Carew* was entitled, subject to the Execution of the Trusts of the said Will for the Payment of such remaining Mortgage, and to the Limitation in the said Will contained, of the said Real Estates to the Second and other Sons of the said *John Fountayne* (if any such should become entitled under the same) to an Estate for Life in the said Real Estates, with Remainder to his First and other Sons in Tail Male, and that the said *John Fountayne* was entitled to the Reversion in Fee in the same Estates, expectant on a Failure of Issue Male of the said *Richard Carew*; and that the said *John Fountayne* was the First Cousin and Heir at Law of the said Sir *Nicholas Hackett Carew*, and likewise the First Cousin once removed and Heir at Law of the said *Catherine Carew* his Daughter; and that the said *William Pellatt* was the Devisee in Fee of all the Real Estates of the said *Catherine Carew*, by virtue of and under her said Will, and who as the Daughter and only Child, was the Heir at Law of the said Sir *Nicholas Hackett Carew*; and any Estate, Right, Title, or Interest, at Law or in Equity, of or in all or any of the Real Estates of the said Sir *Nicholas Hackett Carew*, or any Part thereof, which was undisposed of, or which did not pass by the said Wills of the said Sir *Nicholas Hackett Carew* and *Catherine Carew*, or either of them, would descend upon and belong to the said *John Fountayne* and *William Pellatt*, or One of them, in such their respective Characters as aforesaid; and also reciting that the said *John Fountayne* had contracted and agreed with the said *Richard Carew*, for the absolute Sale of his the said *John Fountayne's* said contingent Remainder, or Executory Estate in Fee, and of all other his Estate, Right, Title, and Interest at Law or in Equity, of, in, and to the said Real Estates, or any of them, by virtue of and under the said Will of the said Sir *Nicholas Hackett Carew* as aforesaid;

faid; as also all such other Right, Title, Estate, and Interest, as he the said *John Fountayne* had, or as he, his Heirs, Executors, Administrators, or Assigns could or might have or claim at Law or in Equity, of, in, or to all or any of the Real Estates of the said Sir *Nicholas Hackett Carew*, and of the said *Catherine Carew* his Daughter, or of either of them, as the Heir at Law of the said Sir *Nicholas Hackett Carew*, and also of the said *Catherine Carew* his Daughter, or of either of them, or in any other Manner, or by any other Means whatsoever, at and for the Price or Sum of Ten thousand eight hundred Pounds; and also reciting that the said *William Pellatt* had contracted and agreed with the said *Richard Carew*, for the absolute Sale of all such beneficial Estate, Right, Title, and Interest, at Law or in Equity, as he the said *William Pellatt* had, or as he, his Heirs, Executors, Administrators, or Assigns, could or might have or claim of, in, or to all or any of the Real Estates of the said Sir *Nicholas Hackett Carew*, and of the said *Catherine Carew* his Daughter, or of either of them, as the Devisee under the said Will of the said *Catherine Carew* as aforesaid, his said Annuity of Two hundred Pounds excepted, at or for the Price or Sum of Two thousand one hundred and forty Pounds; and also reciting that the said *Richard Carew* was desirous of paying off and satisfying all Principal Money and Interest remaining due upon the said Mortgage, and of exonerating and discharging all the said Real Estates therefrom, upon having the said Real Estates conveyed, settled, and assured in Manner therein mentioned; and also reciting that the said *William Pellatt* had duly passed before the said Master his several annual Accounts of the Rents and Profits of the said Estates received by him since the Hearing of the said Cause, down to *Michaelmas Day* One thousand seven hundred and ninety-two, as appears by the said Master's Report dated the Eighth of *March* One thousand seven hundred and ninety-four, and an Account had been that Day stated and settled by and between the said *Richard Carew* and the said *William Pellatt*, of all the Receipts and Disbursements of the said *William Pellatt*, upon account of the said Real Estates since *Michaelmas Day* One thousand seven hundred and ninety-two, and of sundry Disbursements and Law Expenses not included in his said Accounts passed before the said Master, and that there appeared to remain in the Hands of the said *William Pellatt*, upon the final Balance of all his said Accounts as Devisee and Executor of the said Sir *Nicholas Hackett Carew*, up to and upon the Day of the Date of the same Indenture, the clear Sum of Four thousand nine hundred and twelve Pounds Seven Shillings and Ten-pence, and no more, and that all Interest due on the said Mortgage had been fully paid up to the Day of the Date of the same Indenture; but it was agreed by and between the said Parties thereto, that the said *William Pellatt* should pay the said Sum of Four thousand nine hundred and twelve Pounds Seven Shillings and Ten-pence, so remaining due from him upon the Balance of all his said Accounts as aforesaid, unto the said Sir *John Dixon Dyke*, in Part Payment of the said Principal Sum of Nineteen thousand Pounds, so due upon the said Mortgage, and that the said *Richard Carew* should pay off and satisfy the Residue thereof upon such Conveyance being made as aforesaid, and in Consideration thereof, and of all and singular the Matters aforesaid, he the said *William Pellatt* had consented and agreed to release and relinquish such of the said Trusts as remained to be performed, and to convey the said entrusted Estates to new Trustees (subject to the same Trusts)

Trusts) upon being indemnified by the said *Richard Carew* in that Behalf, and to release and relinquish, or give up unto or in Trust for the said *Richard Carew*, his Heirs and Assigns, all such Right, Title, Privileges, Powers, and Authorities, as in and by the said Will of the said *Sir Nicholas Hackett Carew*, are given and appointed to and for the said *William Pellatt*, in respect of the Office of Steward of the Courts of the said Manors, or any of them, Power of assessing Fines on the Copyhold Tenants of the same Manors, and Perquisites thereof, Powers of leasing, setting, and repairing the said Messuages, Lands, and Hereditaments, and of Management of the same, and all other Rights, Powers, and Authorities given and appointed for and vested in him in and by the same Will, in respect of the said Matters and Things aforesaid, save and except as to the said Annuity of Two hundred Pounds thereby bequeathed to him during his Life as aforesaid, which it was agreed should remain charged upon the said Hereditaments and Premises, and also except as to the Power of Leasing as therein-after mentioned; it is witnessed, that for effecting the said Purposes, and for carrying into Effect the said Contracts and Agreements, and also for the better executing, carrying into Effect, and establishing such of the Trusts, Limitations, Estates, and Interests mentioned, directed, declared, limited, and appointed in and by the said Will of the said *Sir Nicholas Hackett Carew* as were then subsisting and capable of being carried into Effect, and in Consideration of Four thousand nine hundred and twelve Pounds Seven Shillings and Ten-pence to the said *Sir John Dixon Dyke* paid by the said *William Pellatt*, and in Consideration of Fourteen thousand and eighty-seven Pounds Twelve Shillings and Two-pence to the said *Sir John Dixon Dyke* paid by the said *Richard Carew*; making together Nineteen thousand Pounds, and also in Consideration of Ten thousand eight hundred Pounds to the said *John Fountayne* paid by the said *Richard Carew*, for the absolute Purchase of all his the said *John Fountayne's* Estate, Right, Title, and Interest, at Law and in Equity as aforesaid, and also in Consideration of the Sum of Two thousand one hundred and forty Pounds to the said *William Pellatt* paid by the said *Richard Carew*, in full for the absolute Purchase of all his the said *William Pellatt's* beneficial Estate, Right, Title, and Interest, at Law, or in Equity as aforesaid, they the said *Sir John Dixon Dyke*, *John Fountayne*, and *William Pellatt*, and each of them, according to their and each of their respective Estates, Rights, Titles, and Interests as aforesaid, and at the Nomination and with the Consent of the said *Richard Carew*, testified as therein is mentioned, did grant, bargain, sell, release, and confirm unto the said *Sir Charles Morgan* and *Robert Jenner*, and to their Heirs and Assigns, all that the said Manor House of *Beddington*, with the Outbuildings, Park, Gardens, Land, and Hereditaments thereunto belonging, and all the said Plate, Pictures, and Furniture; and also the Advowsons of the Churches of *Beddington* and *Walton-upon-the-Hill* aforesaid, in the said County of *Surrey*; and all that Prebend or Portionary of the Church of *Beddington* aforesaid; and also all those the several Manors or reputed Manors of *Beddington*, *Norbury*, *Ravenbury* otherwise *Ravisbury*, *Walton* otherwise *Walton-upon-the-Hill*, and *Wallington*; with the several and respective Quit Rents, Rights, Royalties, Members, and Appurtenances thereof, in the County of *Surrey*; and all those Messuages, Mills, Farms, Lands, Tenements, Woods, and Hereditaments, situate, lying, and being within the Parishes Precincts,

Precincts, and Territories of *Beddington, Bandon, Wallington, Carshalton, Woodmanstern, Chiffington, Croydon, Streatham, Sanderstead, Mitcham, Moredon* otherwise *Mourdon, Tooting, Graveney, Merton, and Walton* otherwise *Walton-on-the-Hill*, or any of them, in the said County of *Surrey*, and all other the Manors, Messuages, Lands, Tenements, Mills, Rents, Royalties, Advowsons, Hereditaments, and Real Estates whatsoever, late of the said Sir *Nicholas Hackett Carew*, either in Possession, Reversion, Remainder, or Expectancy, situate in the said County of *Surrey*, or elsewhere in the Kingdom of *England*, together with all and every the Appurtenances thereto respectively belonging, and all the Estate, Right, Title, Interest, Use, Trust, Inheritance, Property, Possession, Claim, and Demand whatsoever, both at Law and in Equity, of them the said Sir *John Dixon Dyke, William Pellatt, and John Fountayne*, and of each of them, of, in, to, or out of the same, and every Part and Parcel thereof, to hold the same, and every Part thereof, with the Appurtenances, unto and to the Use of them the said Sir *Charles Morgan* and *Robert Jenner*, their Heirs, Executors, Administrators, and Assigns, for all such Estate, Right, Title, and Interest, at Law or in Equity, as the said Sir *John Dixon Dyke, John Fountayne, and William Pellatt*, or either of them had, or could or might have or claim therein, or in any Part thereof, in their said respective Rights, Characters, and Interests as aforesaid, or otherwise howsoever (except and without Prejudice as to the said Annuity of Two hundred Pounds payable to the said *William Pellatt* during his natural Life as aforesaid, and as to the said Annuity of One hundred Pounds to the said *Sarah Lister* during her natural Life) upon the Trusts therein mentioned; (that is to say) upon Trust in the First Place, for and to and for the Benefit and Behoof of the said *Richard Carew*, his Heirs and Assigns, until a Son of the said *John Fountayne* should become entitled to the Possession, or to a Conveyance of the said Manors, Hereditaments, and Premises, by virtue of or under the said Will of the said Sir *Nicholas Hackett Carew*, or any of the Uses, Trusts, or Limitations therein contained, or until the said *John Fountayne* should depart this Life, without having a Son who should so become entitled, and in case of any such Son becoming so entitled, then upon Trust, by good and sufficient Deeds, Conveyances, and Assurances in the Law, to convey, settle, and assure the said several Manors, Hereditaments, and Premises (subject to the same Annuities) unto such Son, and his Issue Male, for such Estate and Interest as he and they should or might in Law or Equity be entitled to therein, under or by virtue of the same Will, or any of the Uses, Trusts, or Limitations therein contained, and subject to any such Estate and Interest as such Son and his Issue Male might be or become entitled to in the said Manors, Hereditaments, and Premises as aforesaid, if any such Son should be, or if none such should be, then from and after the Death of the said *John Fountayne*, without having such Son, to convey, settle, and assure all the said several Manors, Messuages, Mills, Farms, Lands, Tenements, Rents, Advowsons, and Premises (subject to the said Annuities) to the Use of the said *Richard Carew* and his Assigns for Life; Remainder to Trustees to support contingent Remainders; and from and after the Decease of the said *Richard Carew*, to the Use of the First and other Sons of the Body of the said *Richard Carew* successively in Tail Male; and for Default of such Issue, to the Use and Behoof of the said *Richard Carew*, his Heirs and Assigns for

ever; and it was by the same Indenture declared and agreed, that it should and might be lawful to and for the said *William Pellatt* from Time to Time, before such Conveyance should be made by the said Trustees thereby appointed, with the Consent in Writing of the said *Richard Carew*, his Heirs or Assigns, under his or their Hands, to make such Demises, Leases, and Grants of the said Hereditaments, or any Part or Parts thereof, as the said *William Pellatt* is empowered to make by the said Will of the said *Sir Nicholas Hackett Carew*; and also that it should be lawful for any Son of the said *John Fountayne*, who might happen to become entitled as aforesaid, and also to and for the said *Richard Carew*, and for any Son or Sons of the said *Richard Carew*, when he or they should respectively come into and be in the actual Possession of the said Hereditaments and Premises, or any Part thereof, by virtue of and under the same Will, or any of the Uses, Trusts, and Limitations therein contained, to grant, make, and execute any such Lease or Leases, pursuant to and in Exercise of the Power and Authority, and in Manner and subject to the Regulations and Restrictions in the said Will of the said *Sir Nicholas Hackett Carew*, given, provided, and appointed in respect thereof; and it was thereby further witnessed, that for the Considerations and Purposes aforesaid, he the said *William Pellatt* did remise, release, relinquish, transfer, surrender, and yield up unto the said *Sir Charles Morgan* and *Robert Jenner*, their Heirs and Assigns, upon, to, and for the Trusts aforesaid, all such Right, Title, Privileges, Powers, and Authorities, as in and by the said Will of the said *Sir Nicholas Hackett Carew*, are given and appointed to and for the said *William Pellatt*, in respect of the Office of Steward of the Courts of the said Manors or any of them, Power of assessing Fines on the Copyhold Tenants of the same Manors, and all Perquisites and Profits thereof, Powers of leasing, setting, and repairing the said Messuages, Lands, and Hereditaments, and of Management of the same, and all other Rights, Powers, and Authorities given and appointed for, and vested in him in and by the same Will, in respect of the said Matters and Things last aforesaid, other than the Power of leasing with such Consent as aforesaid; and except and without Prejudice as to the said Annuity of Two hundred Pounds; and the said *John Fountayne* did for himself, his Heirs, Executors, and Administrators, covenant, promise, grant, and agree, to and with the said *Richard Carew*, his Executors, Administrators, and Assigns, that in case any Son of the said *John Fountayne* should at any Time thereafter become entitled to the Possession of the said Manors, Hereditaments, and Premises, or any Part thereof, by virtue of and under the said Will of the said *Sir Nicholas Hackett Carew*, or any of the Uses, Trusts, or Limitations therein contained, he the said *John Fountayne*, his Heirs, Executors, or Administrators, should and would indemnify and reimburse the said *Richard Carew*, his Executors, Administrators, or Assigns, in respect of the said Sum of Fourteen thousand and eighty-seven Pounds Twelve Shillings and Two-pence, paid by him towards Satisfaction of the said Mortgage as aforesaid, deducting what should have been in the mean Time received by him, by the Rents and Profits of the said Premises, over and above the necessary Outgoings and Repairs thereof, and the Interest of the said Mortgage Money, and of the said Sum of Ten thousand eight hundred Pounds, and the Interest thereof, to be each computed at and after the Rate of Four Pounds Ten Shillings *per Centum*  
*per*

*Per Annum*; and the said *Richard Carew* thereby covenanted to indemnify the said *William Pellatt* in respect of the said Release and Conveyance in Manner therein mentioned: And whereas by reason of the several Matters aforesaid, the said *Richard Carew* is become entitled to the beneficial Interest in the said Real Estates, until any Son of the said *John Fountayne* shall have become entitled to any Estate or Interest therein, by virtue of the said Limitation contained in the said Will in that respect, or until the Death of the said *John Fountayne* without having any such Son, on which Event the said *Richard Carew* will become entitled to the said Estates as Tenant for Life; with Remainder to his First and other Sons in Tail Male, with Remainder to the said *Richard Carew*, his Heirs and Assigns for ever: And whereas the said *John Fountayne* hath had no Son since the Death of the said *Thomas Charles Fountayne*, and is now in the Eighty-seventh Year of his Age: And whereas the said *William Pellatt*, being by the said Will directed to convey the said Estates in particular Events only, none of which have yet in fact happened; a Doubt has arisen whether the said Conveyance made by him thereof as aforesaid, is strictly accurate in point of legal Form according to the Terms of the said Will; and it would therefore be for the Interest and Security of the said *Richard Carew*, and of all Parties eventually to be interested in or entitled to the said Estates under the said Will and Conveyance, that such Doubt should be obviated, and that the said Indentures of the Thirteenth and Fourteenth of *August* One thousand seven hundred and ninety-five, should be rendered fully legal and valid: And whereas the said *William Pellatt*, while he was in Possession of the said Real Estates as such Trustee as aforesaid, did, in Exercise of the Power given to him by the said Will in that Behalf, grant various Leases of several Messuages, Mills, Farms, and Lands, Parcels of the said Real Estates; some of which Leases are very nearly expired, and others of them will expire in Succession in a very few Years: And whereas the Premises comprized in such Leases are capable of being let to very considerable Advantage on the Expiration of such Leases respectively, provided other Leases can be again granted thereof, and several of the same Premises might be let to great Advantage for Buildings, and other valuable Improvements, in case sufficient Terms of Years could be granted for those Purposes; but inasmuch as none of the Events on which any of the remaining Limitations contained in the said Will are thereby appointed to take Effect have yet happened, it is apprehended that Leases cannot, under present Circumstances, be effectually granted of any of the said Premises, pursuant to the Power contained in the said Testator's Will in respect thereof; and the Trusts of the said Will for Payment of all the said Testator's Debts and Incumbrances having been fully executed as aforesaid, and the said *William Pellatt* having conveyed the said Estates to other Trustees, and relinquished all the Powers given to him by the said Will for the Management of the said Estates, it is apprehended that his said Power of leasing is thereby extinguished, and the said Power having been, as is conceived, a Personal Trust or Confidence in the said *William Pellatt*, the same could not be transferred with the said Estates to the said new Trustees; and the Power of leasing given to the said *Richard Carew* by the said Will hath not yet arisen, inasmuch as the said *Richard Carew* is not, nor until the Death of the said *John Fountayne* without having any other Son, will be entitled

Interest of  
*Richard Carew*  
stated.

*John Fountayne*  
has had  
no other Son.  
His Age.  
Doubt as to  
the Validity  
of the said In-  
dentures,  
13th and  
14th *August*  
1795.

Leases grant-  
ed by *Wil-  
liam Pellatt*.

Premises let-  
table to Ad-  
vantage un-  
der renewed  
Leases.

Doubts as to  
the Validity  
of any renew-  
ed Leases.

ted

Beneficial to  
the Parties  
that Leases  
should be  
granted.

Detached  
Lands.

Quit Rents

and Heriot  
Rights sale-  
able to Ad-  
vantage.

tled to the Estate and Interest limited to him by the said Will, to which such Power of leasing in the said *Richard Carew* is by the same Will attached: And whereas, for the Reasons aforesaid, it would be very much for the Advantage of the said Estates, and of the said *Richard Carew*, and of any other Person or Persons who may eventually become entitled thereto by virtue of any of the remaining Limitations of the said Will, that Leases agreeable to the Powers contained in the said Will in that Behalf, could be effectually granted: And whereas there are several small Parcels of Land belonging to the said Estates, which are either detached and at a considerable Distance from the main Body of the said Estates, or otherwise immaterial to the Convenience or Advantage thereof, but which from local Circumstances would sell at considerable Prices: And whereas the Quit Rents payable by the Freehold and Copyhold Tenants of the said Manors are respectiuey of very small Amount, and very troublesome and expensive in their Collection; and it is conceived that the Persons liable to the Payment thereof would be willing to purchase such Quit Rents respectively at reasonable Prices: And whereas the Estates from which the said Quit Rents are payable, are also liable to Heriots of the best Beast on the Deaths of the respective Tenants, which Right is considered by the Tenants as a Burthen on the Property; and it is conceived that all or many of them would be willing to purchase in and extinguish such Heriot Rights at suitable Prices: And whereas the Fines payable by the Copyhold Tenants of the said Manors respectively on Death or Alienation, being arbitrary, and usually estimated on the actual annual Value of the Estates, are a heavy Burthen thereon, and a great Discouragement to the Improvement of that Species of Property; and it is conceived that the respective Tenants, or many of them, would be willing either to enfranchise the said Copyhold Tenures or reduce the same to small Fines certain, for suitable Compensations to be paid in respect thereof: And whereas it is apprehended that the Interest of the Monies to arise from the Sale or Produce of all or any of the several Matters aforesaid, would be more than equal to any probable Benefit to arise from the said Lands or from a Continuation of the said Rights respectively; and it would therefore be for the Advantage of the said *Richard Carew*, and of any Person or Persons who may hereafter be eventually interested in the said Estates by virtue of the said remaining Limitations of the said Will, that the same should be sold, enfranchised, or reduced to Fines certain as aforesaid, and the Money arising thereby laid out in the Purchase of other Lands or Hereditaments, to be settled to the same Uses; and the said *Richard Carew* is therefore desirous that the said Objects, respectively should be effected accordingly, but which Objects, or any of them, cannot be so effected without the Aid of Parliament, wherefore Your Majesty's most dutiful and loyal Subject the said *Richard Carew* doth most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the said Indentures of Lease and Release of the Thirteenth and Fourteenth Days of *August* One thousand seven hundred and ninety five be, and the same are hereby enacted and declared to be good, valid, and effectual to all Intents and Purposes whatsoever.

Indentures,  
13th and 14th  
*August*, 1795,  
confirmed.

II. And



II. And be it further enacted, That it shall and may be lawful to and for the said *Charles Morgan* and *Robert Jenner*, and their Heirs, at any Time from and after the passing of this Act, to release, convey, settle, limit, and assure all and every of the said Manors, Lands, and Hereditaments, comprized in the said Indentures of Lease and Release of the Thirteenth and Fourteenth Days of *August* One thousand seven hundred and ninety-five, with their and every of their Appurtenances, upon, to, and for the several Uses, Trusts, Estates, and Interests herein-after particularly mentioned; (that is to say) as to the several Lands, Hereditaments, and Premises mentioned in the Schedule to this Act annexed, and every of them respectively, to the Use of *Charles Morgan* of *Grafton Street* in the County of *Middlesex*, Esquire (Son of the said Sir *Charles Morgan*), and the said *Robert Jenner*, their Heirs and Assigns for ever, freed and discharged of and from all the Uses, Trusts, Limitations, Estates, and Interests mentioned, limited, and appointed in and by the said Will of the said Sir *Nicholas Hackett Carew*, and the said Indentures of Lease and Release of the Thirteenth and Fourteenth Days of *August* One thousand seven hundred and ninety-five, and also of and from the said Two several remaining Annuities, and each of them; upon Trust nevertheless, that the said *Charles Morgan* and *Robert Jenner*, or their Heirs, may be enabled to make sale of the same Lands, Hereditaments, and Premises, in Manner herein-after mentioned; and as to all the Residue of the said Manors, Lands, and Hereditaments, over and above, and exclusive of those mentioned in the said Schedule to this Act annexed (subject to the said Annuity of Two hundred Pounds to the said *William Pellatt*, and to the said Annuity of One hundred Pounds to the said *Sarah Lister*) to the Use of the said *Richard Carew*, his Heirs and Assigns, until any Son of the said *John Fountayne* shall have become entitled to the Possession or Enjoyment of, or to any Estate, Right, Title, or Interest, at Law or in Equity, in or to the said Manors, Lands, and Hereditaments, or any of them, by virtue of any of the Limitations contained in the said Will of the said Sir *Nicholas Hackett Carew* in respect thereof, or until the Death of the said *John Fountayne* without having any such Son; and in case of any such Son becoming so entitled, then to the Use of such Son; and his Issue Male, for such Estate and Interest as he or they shall or may in Law or Equity be entitled to in the said Manors, Lands, and Hereditaments, or any of them, by virtue of or under the said Will of the said Sir *Nicholas Hackett Carew*, or any of the Uses, Trusts, or Limitations therein contained, and subject to any such Estate or Interest as such Son and his Issue Male may become entitled to in the said Manors, Lands, and Hereditaments, or any of them as aforesaid, if any such Son shall be; or if no such Son shall be, then from and after the Death of the said *John Fountayne*, without having any such Son, to the Use of the said *Richard Carew*, and his Assigns, for and during the Term of his natural Life; and from and after the Determination of that Estate, to the Use of the said *Charles Morgan* and *Robert Jenner*, and their Heirs, during the natural Life of the said *Richard Carew*, upon Trust to preserve the contingent Remainders herein-after mentioned from being defeated or destroyed; and from and after the Decease of the said *Richard Carew*, to the Use of the First and other Sons of the Body of the said *Richard Carew* successively in Tail Male; and for Default of such Issue, then to the Use of the said *Richard Carew*, his Heirs

[Loc. &amp; Per.]

30 G.

and

Trustees to convey to the remaining Uses.

and Assigns for ever; which said Release, Conveyance, Settlement, and Assurance so to be made by virtue of this Act as aforesaid, and the several Uses, Trusts, Limitations, Estates, and Interests so to be thereby limited and appointed as aforesaid, shall be good, valid, and effectual to all Intents and Purposes whatsoever.

Power to  
grant Leases.

III. And be it further enacted, That it shall and may be lawful to and for the said *Richard Carew*, his Heirs and Assigns, at any Time or Times from and after the passing of this Act, until any Son of the said *John Fountayne* shall have become entitled as aforesaid, if any such Son shall be, and if no such Son shall be, then that from and after the Decease of the said *John Fountayne*, it shall and may be lawful to and for the said *Richard Carew*, at any Time or Times during his natural Life, and from and after his Decease, then to or for any Son or Sons of the Body of the said *Richard Carew*, lawfully to be begotten, and the Heirs Male of the Body and Bodies of such Son or Sons respectively, when and as such Son or Sons, or the Heirs Male of his or their Body or Bodies respectively, shall be in the actual Possession of the said Manors, Hereditaments, and Premises by virtue of the Limitations aforesaid, by any Deed or Deeds indented, under his or their Hand and Seal or Hands and Seals respectively, to demise, lease, and grant all or any Part of the said Manors, Lands, and Hereditaments, in Manner following; (that is to say) to demise, lease, and grant such Part of the same Premises upon which any Messuage or Dwelling House is or shall be standing, and which any Person or Persons shall be willing to rebuild and improve; and also such Part or Parts of the said Premises not before built upon, as any Person or Persons shall be willing to build upon and improve, particularly any Mill or Mills, unto any Person or Persons for any Term or Number of Years not exceeding Ninety-nine Years; and also to demise and grant any other Parts of the same Premises (except the Mansion House, Gardens, and Park of *Beddington* aforesaid) unto any Person or Persons, for any Term or Number of Years not exceeding the Term of Thirty-one Years, to take Effect in Possession and not in Reversion; so as in every such Lease there be reserved the best and most improved yearly Rent or Rents that can at the Time or Times of making such Leases be had and gotten for the same, without taking any Fine for the same; and so as in every such Lease there be contained a Clause of Re-entry for Non-payment of the Rent or Rents to be thereby reserved; and the respective Lessees execute Counterparts of such Lease and Leases; and so as no Clause be contained in any such Lease giving Power to any Lessee to commit Waste, or exempting him, her, or them from Punishment for committing the same; all and every of which Leases so to be granted by virtue of this Act, and the Terms of Years, and Interests to be thereby respectively created in Manner aforesaid, shall be good, valid, and effectual to all Intents and Purposes whatsoever.

Power to sell  
certain  
Lands.

IV. And be it further enacted, That it shall and may be lawful to and for the said *Charles Morgan* and *Robert Jenner*, or their Heirs, at any Time or Times from and after the passing of this Act, by and with the Consent of the said *Richard Carew* and his Heirs, to sell and dispose of, and to release, convey, and assure the Inheritance in Fee Simple of and in all, any, or either of the several Lands, Hereditaments, and Premises mentioned

mentioned in the said Schedule to this Act annexed, or any Part or Parts thereof respectively, to any Person or Persons whomsoever, either by publick Auction or private Contract, for the most Money and the best Price or Prices that can be reasonably got for the same; every of which Sale or Sales, and all Deeds, Instruments, Releases, Conveyances, and Assurances for effecting the same respectively, shall be good, valid, and effectual to all Intents and Purposes whatsoever.

V. Provided always, and be it further enacted, That in the mean Time and until any such Sale or Sales respectively shall be made, the Rents, Issues, and Profits of the said Lands, Hereditaments, and Premises so proposed and intended to be sold as aforesaid, or of so much and such Part or Parts thereof respectively as shall from Time to Time remain unsold, shall be had, received, and taken by, and be applied to or for the Benefit of such Person or Persons as would have been entitled to and ought to have received the same in case this Act had not been made.

Until such Sales the Lands to remain to the same Uses.

VI. And be it further enacted, That it shall and may be lawful to and for the said *Richard Carew* or his Heirs, at any Time or Times from and after the passing of this Act, with the Consent of the said *Charles Morgan* and *Robert Jenner*, or the Survivor of them, or the Heirs or Assigns of such Survivor, to sell, release, and extinguish all or any of the Quit Rents, Chief Rents, Heriot Rights, and other Dues whatsoever due or payable to the Lord or Lords for the Time being of the said several Manors of *Ravensbury*, *Norbury*, and *Walton-upon-the-Hill* respectively, by the Freehold and Copyhold, or Customary Tenants of the same Manors respectively, and also to enfranchise or convert into Freehold all or any of the Copyhold Estates holden of the said Manors respectively, or to reduce and fix the Fines payable on the Descent or Alienation of all or any of the said Copyhold Estates respectively, to small or nominal Fines certain, or otherwise, as shall be agreed upon by and between the said *Richard Carew* or his Heirs, with such Consent as aforesaid, and the said Copyhold or Customary Tenants of the said Manors respectively, or any of them; every of which Sales, Releases, Extinguishments, Enfranchisements, and Agreements last mentioned, shall be and the same are hereby declared and enacted to be good, valid, and effectual, to all Intents and Purposes whatsoever.

Power to sell Quit Rents, Heriot Rights, &c. and to enfranchise Copyhold.

VII. And be it further enacted, That the Purchase Monies to arise by such Sales, Releases, Extinguishments, Enfranchisements, and Agreements respectively as aforesaid, shall be paid by the respective Purchasers, or others concerned in the Payment thereof respectively, 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 Real Estates late of Sir *Nicholas Hackett Carew*, Baronet, 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 Rules and 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; which Monies when so paid in shall be laid out in the Purchase of Navy or Victualling Bills or Exchequer Bills, and the Interest arising from such Navy or Victualling

Money arising by Sale, to be paid into the Bank.

Victualling Bills or Exchequer Bills, and the Money received for the same, as they shall be respectively paid off by Government, shall be laid out in the Name of the said Accountant General in the Purchase of other Navy or Victualling 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 (subject to such Payments thereout as herein-after mentioned) until a proper Purchase or Purchases shall be found and approved of by the said Court of Chancery as herein-after mentioned, and until the same shall, upon a Petition to be preferred to the said Court of Chancery in a summary Way, by or on the Behalf of the said *Richard Carew*, or the Person or Persons for the Time being entitled to the Freehold or Inheritance of the Manors, Lands, or Hereditaments so to be purchased, be ordered to be sold by the said Accountant General, for completing such Purchase or Purchases, 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 Expence of the Application to the Court, 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 had been purchased pursuant to this Act, or to the Representative of such Person or Persons.

Certificates of the Accountant General, and Receipts of the Cashier of the Bank, to be good Discharges to Purchasers.

VIII. And be it further enacted and declared, That the Certificate and Certificates of the said Accountant General, together with the Receipt and Receipts of the Cashier 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 such Purchaser or Purchasers, or such other Person or Persons, of his or their said respective Purchase Money or Monies, shall from Time to Time be and be deemed and taken to be good and sufficient Discharges to such Purchaser or Purchasers, or other Person or Persons respectively, and to his, her, and their respective Heirs, Executors, Administrators, and Assigns, for so much of the said Purchase Money or Monies for which such Certificate or Certificates, Receipt or Receipts, as aforesaid, shall be given; and that after the giving of such Certificate or Certificates, and Receipt or Receipts respectively, and filing the same in the said Register Office as aforesaid, such Purchaser or Purchasers, or other Person or Persons respectively, shall be absolutely acquitted and discharged of and from the same Monies respectively; and such Purchaser or Purchasers, or other Person or Persons, shall in nowise be answerable or accountable for any Loss, Misapplication, or Non-application thereof, or of any Part thereof.

Part of Purchase Money to be applied in defraying the Expences of the Act, &c.

IX. And be it further enacted, That a sufficient Part of the Monies to arise by such Sales, Releases, Extinguishment, Enfranchisements, and Agreements as aforesaid respectively, shall be applied in defraying the Costs and Expences attending or in anywise relating to the applying for and obtaining this Act, and the carrying the same into Effect, and of the said Sales, Releases, Extinguishments, Enfranchisements, and Agreements respectively, and of the several Purchases to be made pursuant to this Act, and of the several Applications to be made to the Court of Chancery

Chancery pursuant hereto, and of the taxing, settling, and adjusting the several Costs and Expences hereby directed to be paid, and otherwise, in the Execution of this Act, all and every of such Expences respectively to be taxed, settled, and adjusted by or under an Order or Orders of the Court of Chancery, to be from Time to Time made for that Purpose; which Order or Orders the said Court is hereby authorized and required to make from Time to Time accordingly, upon any summary Application or Applications to be made in respect thereof; and the said Court is hereby also authorized and required to order and direct from Time to Time, upon any summary Application or Applications as aforesaid, sufficient Part of the said Navy, Victualling, and Exchequer Bills, respectively to be sold for Payment of the said Costs and Expences respectively.

X. And be it further enacted, That the Residue of the Purchase Money or Monies to arise as aforesaid, after Payment thereof of the several Costs and Expences aforesaid, shall and may, after the same shall respectively be so received and invested as aforesaid, be laid out with the Consent of the said *Richard Carew* or his Heirs, and with the Approbation of the said Court of Chancery, to be obtained as aforesaid, in the Purchase of Freehold Lands, Tenements, or Hereditaments in Fee Simple in Possession; which Lands, Tenements, or Hereditaments, so to be purchased, shall be conveyed, settled, and assured upon, to, and for such and the same Uses, Trusts, Estates, and Interests as the Residue of the said Manors, Lands, and Hereditaments herein-before mentioned, shall be liable to at the Time of the making of every such Purchase respectively.

Residue of Purchase Money to be laid out in other Estates to be settled to the same Uses.

XI. Provided always, and be it further enacted, That it shall and may be lawful to and for the said *Charles Morgan* and *Robert Jenner*, and each of them, their and each of their respective Heirs, Executors, Administrators, and Assigns, at all Times from and after the passing of this Act, to deduct, retain, and reimburse themselves and himself respectively, by and out of the said Monies and Property, all such Losses, Costs, Charges, Damages, Payments, and Expences, as they or any of them shall or may at any Time hereafter bear, pay, sustain, or be put unto, for, or by Reason or Means, or on Account of the several Matters aforesaid, or any of them, in any Manner howsoever.

Trustees to reimburse themselves Expences.

XII. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators (other than and except the said *Richard Carew* and his Heirs, and the said *John Fountayne* and his Heirs, and the said *William Pellatt* and his Heirs, and the Issue Male of the Body of the said *John Fountayne*, and the Issue Male of the Body of the said *Richard Carew*) all such Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever, of, in, to, or out of the said Manors, Lands, and Hereditaments, and every of them, and every or any Part thereof, as they, every, or any of them have or hath, or could or might have had, held, or enjoyed in case this Act had not been made.

General Saving.

Publick Act.

XIII. And be it further enacted, That this Act shall be deemed, adjudged, and taken to be a Publick Act, and shall be judicially taken Notice of as such by all Judges, Justices, and other Persons whomsoever, without specially pleading the same.

The SCHEDULE to which this ACT refers.

LANDS.	OCCUPIERS.	Reputed Quantities.	Present Rents.
In CROYDON PARISH:			
		A. R. P.	£. s. d.
Story Field near Comb Lane	James Bourdieu, Esq.	5 0 0	5 — —
Duppers Hill Clofe	Late Bance	2 2 0	10 — —
Allotment in Waddon Field	Peter Wood	4 0 0	5 12 —
<hr/>			
Hughes's Land near Broad Green; viz.			
Small Profits		5 2 0	
Cherry Orchard		5 0 0	
Shoulder of Mutton		1 3 0	
Five Parcels in Bensom Field, since allotted together	Executors of John Hughes	2 0 0	
	Total - Hughes's	14 1 0	25 15 —
<hr/>			
Messrs. Farley's Lands; near Thornton Heath; viz.			
Three Acre Field		3 2 0	
Five Acre Ditto adjoining		5 0 0	
Hither Six Acres		6 0 0	
Barn Field and Barn		6 0 0	
Middle Six Acres		6 0 0	
Further Ditto		6 0 0	
Burley Field		5 0 0	
Two Parcels in Bensom Field, since allotted elsewhere		1 2 0	
	Total - Farley's	39 0 0	40 — —
<hr/>			
Half Moon Field next Waddon Marsh, behind the Half Moon	Philip Blumfome	6 2 0	2 4 —
Piece of Wood Land, near Grove House, Mr. Mills's House on Crown Hill, Croydon	John Bath, or Mr. Mills's Tenant John Ford	4 0 0	6 — — 9 — —
<hr/>			
Mrs. Pantons; viz.			
Messuage, Garden, and Orchard, at Dodd's Gate, next Croydon Common		0 3 8	
Clofe of Pasture adjoining		2 2 1	
Ditto		2 2 0	
Ditto		0 1 32	
	Total - Mrs. Pantons's	6 1 1	14 10 —

LANDS.	OCCUPIERS.	Reputed Quantities.	Present Rents.
In STREATHAM PARISH:			
In Streatham Mead, near the Hermitage Bridge	John Bath, or his Under-Tenant	A. R. P. 6 0 0	£. s. d. 3 -- --
In BEDDINGTON PARISH:			
Inclousure next Little Woodcot	John Hodson Durand Esq.	10 0 0	9 -- --
In MITCHAM PARISH:			
Field next Mitcham Common, near East Field	William Pollard, Esq.	5 0 0	4 -- --
Field adjoining	"	5 0 0	4 -- --
Field next Tomlins Lane	Jones, Esq.	4 0 0	3 -- --
Another Ditto	Simmonds	1 0 0	} 5 -- --
Another Ditto	Ditto	20 Rods	
Green's Acre	Ditto	1 0 0	
Piece near Collier's Wood	Thomas Skinner, Esq.	2 2 0	
Three Parcels in Bigory Mead	Ditto	2 0 0	
One Acre in Hay-Furlong	James Moore	1 0 0	
Total A.		118 2 0	146 -- --

CHARLES WESTON.  
To the Items and present Rents.

N. B. It is computed, that the Lands intended to be sold may produce

upwards of	£. 6,000 -- --
The Quit Rents	1,120 -- --
The Heriot Rights	791 -- --
The Enfranchisements	11,400 -- --
Total	£. 19,311 -- --

JOHN FOAKES,  
To the Values for Sale.