



ANNO QUADRAGESIMO SECUNDO

GEORGI II. REGIS.

Cap. 53.

An Act for vesting Part of the Estates of *John Williams* Esquire, devised by the Will of *Peckham Williams* Esquire, deceased, in Trustees, to be sold for discharging an Incumbrance thereon.

[7th May 1802.]

WHEREAS *Peckham Williams*, late of *Badshott Place* in the Parish of *Farnham* in the County of *Surrey* Esquire, deceased, by his last Will and Testament in Writing, bearing Date the Eleventh Day of *April* One thousand seven hundred and seventy-seven, (after giving all his Personal Estate, except his Leasehold Premises and Chattels Real, thereafter by him specifically bequeathed, unto *John Williams*, Son of his (the said Testator's) then late Wife, subject to the Payment of his Debts, Legacies, and the Charges of the Probate of his said Will, and the Expence of proving the same *per Testes*, in the Court of Chancery, and charging all his Personal Estate not thereafter specifically bequeathed, with the Payment thereof accordingly) devised all his Freehold Manors, Messuages, Lands, Tenements, and Hereditaments in the several Counties of *Surrey*, *Suffex*, *Wilts*, *Southampton*, and *Cornwall*, or elsewhere in *Great Britain*, whereof or wherein he the said Testator, or any other Person or Persons in Trust for him, or for his Use, was or were seized, possessed, or entitled unto, in Possession, Reversion, Remainder, or Expectancy, or otherwise howsoever, with their and every of their Rights,

Recites the Will of *Peckham Williams* Esquire, dated 11th of *April* 1777:

[*Loc. & Per.*]

10 A

Members,

Members, and Appurtenances, unto the Reverend *Charles Harward* Dean of *Chichester*, and *George White* Esquire, their Heirs and Assigns: To the Use of the Reverend *James Jackson* and *Richard North* Gentleman, their Executors, Administrators, and Assigns, for the Term of One thousand Years, to commence and be computed from the Day of his Decease, without Impeachment of Waste upon the Trusts thereafter declared concerning the same and herein-after mentioned: Remainder to the Use of the said *John Williams* and his Assigns, during his natural Life, without Impeachment of Waste: Remainder to the Use of the said *Charles Harward* and *George White*, and their Heirs, during the Life of the said *John Williams*, upon Trust to support the contingent Estates thereafter limited: Remainder to the Use of the First and every other Son of the said *John Williams*, severally and successively, according to their Priority of Birth, in Tail: Remainder to the Use of all and every the Daughter and Daughters of the said *John Williams*, as Tenants in common in Tail, with cross Remainders among them in Tail: Remainder to the Use of *Elizabeth Williams*, and *Jane Williams*, (the Daughters of the said Testator's late Wife, and the Sisters of the said *John Williams*), as Tenants in common in Tail, with cross Remainders between them in Tail: Remainder to the Use of the Right Heirs of the said *John Williams* for ever: And as to the said Term of One thousand Years limited to the said *James Jackson* and *Richard North*, their Executors, Administrators, and Assigns, the said Testator declared that the same was so limited to them as aforesaid, upon Trust, that they or the Survivor of them, or the Executors or Administrators of such Survivor, should immediately, or as soon as conveniently might be, after his Decease, by Demise, Mortgage, or Sale of all or any Part of the said Premises, so to them limited, for the said Term of One thousand Years, for all or any Part of the same Term, or by and out of the Rents, Issues, and Profits of the said Premises, or any Part thereof, or by all or any of the Ways and Means aforesaid, or such other Ways or Means as they or he should think fit, raise and levy or borrow the Sum of Ten thousand Pounds of lawful Money of *Great Britain*, and should immediately thereupon pay the Sum of Five thousand Pounds (being One Moiety of the said Sum of Ten thousand Pounds), unto the said *Elizabeth Williams*, and the remaining Sum of Five thousand Pounds (being the other Moiety of the said Sum of Ten thousand Pounds), unto the said *Jane Williams*: And upon further Trust to raise and levy such Interest for the said Two Sums of Five thousand Pounds, and Five thousand Pounds, until actual Payment thereof, as therein is mentioned; and the Testator declared, that from and after Payment of the said Sums of Five thousand Pounds, and Five thousand Pounds, with Interest as aforesaid, the said Term of One thousand Years should cease: And the said Testator empowered the said *John Williams* to make any Lease or Leases of his (the said Testator's) said Freehold Hereditaments, for any Term of Years, not exceeding Twenty-one Years in Possession, so as upon every such Lease the best improved yearly Rent should be reserved: And as for and concerning all his (the said Testator's), Copyhold or Customary Messuages, Lands, Tenements, and Hereditaments, in the several Counties aforesaid, or elsewhere in *Great Britain*, whereof or wherein he the Testator, or any Person or Persons in Trust for him, was or were seised or entitled unto, in Possession, Reversion, Remainder, Expectancy, or otherwise howsoever, (and which Copyhold Premises he had surrendered to the Use of his Will,) he devised the same unto and to the Use of the said *Charles Harward* and

George White, their Heirs and Assigns in Trust for the said *John Williams*, for his natural Life, and from and immediately after his Decease, in Trust for such Person or Persons, and for such Estate and Estates, and in such Proportions, Manner, and Form, and subject to such Powers, Provisoos, and Declarations as were therein-before expressed, of and concerning his (the said Testator's) Freehold Hereditaments, or as near thereto as was consistent with the Customs respecting the said several Copyhold or Customary Lands and Hereditaments, and as the Nature of the same would admit of; to the End that the said Copyhold or Customary Messuages, Lands, Tenements, and Hereditaments, might be held and enjoyed, and go along with the said Freehold Hereditaments, so long as might be, and the Laws of *England*, and Customs of such Copyhold or Customary Hereditaments would permit: And as for and concerning all his (the said Testator's) Leasehold Messuages, Lands, Tenements, and Hereditaments, in the several Counties aforesaid, or elsewhere in *Great Britain*, whether the same were for a Life or Lives, or Years or any Term of Years, determinable on One or more Life or Lives, whereof or wherein he or any Person or Persons in Trust for him, was or were seised, possessed of, or entitled unto, either in Possession, Reversion, Remainder, or Expectancy; or otherwise howsoever, he gave the same unto and to the Use of the said *Charles Harward* and *George White*, their Heirs, Executors, and Administrators respectively, according to the Nature and Quality of the same Leasehold Premises, during the Continuance of the same respective Leases; in Trust nevertheless for such Person and Persons, and for such Estate and Estates, and under and subject to such Powers, Provisoos, and Declarations as were therein-before expressed concerning his Freehold Hereditaments, or as near thereto as might be, and the Nature of the said several Leasehold Estates would admit of, to the End that the said Leasehold Estates and Premises might be enjoyed and go along with the said Freehold Premises, so long as might be, and the Laws of *England* would permit: And he thereby directed that the respective Leases he then had or might have at the Time of his Decease, of and in the said Leasehold Premises, should when and so often as Occasion should require, (and that the same could be done on reasonable and equitable Terms) be renewed by and out of the Rents and Profits of the same Premises, or of the said Freehold and Copyhold Estates, or some Part thereof, in the Name or Names of his said Trustees, *Charles Harward* and *George White*, or the Survivor of them, or his legal Representative; and that all new Leases should continue and be upon the like Trusts, and subject to the like Limitations, as were therein-before expressed or referred unto, concerning the Leases then in being of and in the same Premises respectively, or as near thereto as might be, and the Laws of *England* would permit; and the said Testator thereby appointed the said *John Williams*, *Elizabeth Williams*, and *Jane Williams*, Executors of his said Will: And whereas the said Testator departed this Life without having revoked or altered his said Will, leaving the said *John Williams*, *Elizabeth Williams*, and *Jane Williams* him surviving: And whereas by an Indenture, bearing Date on or about the Twenty-fifth Day of *March* One thousand seven hundred and ninety-two, purporting to be made between *Pbillis Jackson* (then late the Wife and then the Widow and Executrix of the said *James Jackson*, who had survived the said *Richard North*) of the First Part, the said *Charles Harward* and *George White* (then called *George White Thomas*) of the Second Part, the said *John Williams* of the Third Part, *Henry Halsey* Esquire, *John Hollest* of *Farnham*, in the said County

Recites an
Indenture
of the 25th of
March 1792.

County of *Surrey* Gentleman, and *John Farrington Butterfield* Esquire, of the Fourth Part, *Miles Poole Penfold* Esquire, and the said *Elizabeth Williams* (then *Elizabeth Penfold* his Wife) of the Fifth Part, *George Outon* Esquire, and *John Hollest* of the City of *Chichester* Gentleman, of the Sixth Part, and *Sir Stephen Lushington* Baronet, of the Seventh Part, reciting the said Will of the said *Peckham Williams*, and that the Testator died without revoking or altering it, and that the said *John Williams* had duly proved the same in the Prerogative Court of the Archbishop of *Canterbury*, and taken upon himself the Execution thereof; and that by Indenture bearing Date on or about the Fifteenth Day of *December* One thousand seven hundred and eighty-six, and made, or expressed to be made, between the said *Elizabeth Penfold* (then *Elizabeth Williams*) of the First Part, the said *Miles Poole Penfold* of the Second Part, and the said *Henry Halsey*, *John Hollest* of *Farnham*, and *James Jackson*, of the Third Part, mentioning that a Marriage was then intended to be solemnized between the said *Miles Poole Penfold* and *Elizabeth Williams*, she (with his Approbation) did assign the said Sum of Five thousand Pounds so bequeathed to her by the said Will as aforesaid unto the said *Henry Halsey*, *John Hollest*, and *James Jackson*, their Executors, Administrators, and Assigns, upon the Trusts therein-after mentioned concerning the same; and that the said *Jane Williams*, by her last Will, after disposing of her Wearing Apparel, Jewels, Rings, Trinkets, and Books, as therein mentioned, gave all her Monies, Securities for Money, and all the Residue of her personal Estate, unto the said *George Outon* and *John Hollest* of *Chichester*, upon the Trusts therein mentioned concerning the same, and that she appointed the said *George Outon* and *John Hollest* of *Chichester*, Executors of her said Will, and that the same had been proved by them in the said Court of *Canterbury*, and that the said *Richard North* died in the Life-time of the said *James Jackson* and that the said *James Jackson* departed this Life, having first duly made and published his last Will and Testament, bearing Date the Nineteenth Day of *April* One thousand seven hundred and eighty-seven, and appointed the said *Phillis Jackson* sole Executrix thereof, who had proved the same in the said Court of *Canterbury*; and that the said *Elizabeth Penfold*, by virtue of a Power contained in the said Settlement of the Fifteenth Day of *December* One thousand seven hundred and eighty-six, had appointed the said *John Farrington Butterfield* to be a Trustee jointly with the said *Henry Halsey* and *John Hollest* of *Farnham*, for the Purposes in the said Settlement mentioned; and that the said Sum of Five thousand Pounds, her Portion, had been assigned to the said *Henry Halsey*, *John Hollest* of *Farnham*, and *John Farrington Butterfield*, upon the Trusts in the same Settlement expressed; and also reciting (among other Things) that all Interest which had become due in respect of the said Sum of Ten thousand Pounds, had been satisfied in Manner therein mentioned: It is witnessed, that in Consideration of the Sum of Five thousand Pounds (by the Direction of the said *John Williams*, and with the Consent as well of the said *Miles Poole Penfold*, and *Elizabeth* his Wife, as of the said *Phillis Jackson*), to the said *Henry Halsey*, *John Hollest* of *Farnham*, and *John Farrington Butterfield*, paid by the said *Sir Stephen Lushington*; and of the further Sum of Five thousand Pounds (by the Direction of the said *John Williams*, and with the Consent of the said *Phillis Jackson*) to the said *George Outon* and *John Hollest* of *Chichester*, paid by the said *Sir Stephen Lushington*; the said *Phillis Jackson* (by the Direction of the said *John Williams*, and with the Consent of the said *Miles Poole Penfold* and *Elizabeth* his

his Wife, *Henry Halsey*, *John Hollest* of *Farnham*, *John Farrington Butterfield*, *George Outon*, and *John Hollest* of *Chichester*) did bargain, sell, assign, transfer, and set over, and the said *John Williams*, *Miles Poole Penfold*, and *Elizabeth* his Wife, *Henry Halsey*, *John Hollest* of *Farnham*, *John Farrington Butterfield*, *George Outon*, and *John Hollest* of *Chichester*, did ratify and confirm unto the said *Sir Stephen Lushington*, all and singular the Freehold Manors, Messuages, Lands, Tenements, and Hereditaments, which in and by the last Will and Testament of the said *Peckham Williams* were limited to the said *James Jackson* and *Richard North*, their Executors, Administrators, and Assigns, for the Term of One thousand Years as aforesaid, with the Appurtenances, to hold the same, unto the said *Sir Stephen Lushington*, his Executors, Administrators, and Assigns, for all the then Residue of the said Term of One thousand Years, subject nevertheless to the Proviso for Redemption herein-after recited, and the said *John Williams* did (with the Privity of the said *Charles Harward*, and *George White Thomas*), covenant to surrender all the Customary or Copyhold Messuages, Lands, Tenements, and Hereditaments, which by the said Will of the said *Peckham Williams* were limited to the said *John Williams* for his Life as aforesaid, to the Use of the said *Sir Stephen Lushington*, his Heirs and Assigns, during the Life of the said *John Williams*: And in the said Indenture now in Recital, is contained a Proviso, that on Payment by the said *John Williams*, his Heirs, Executors, Administrators, or Assigns, or the Person or Persons for the Time being, who should be intitled to the Reversion of the said Hereditaments thereby assigned, expectant upon the Determination of the said Term of One thousand Years, unto the said *Sir Stephen Lushington*, his Executors, Administrators, and Assigns, of the Sum of Ten thousand Pounds, with Interest, after the Rate therein mentioned, on the Twenty-ninth Day of *September* then next, he the said *Sir Stephen Lushington* should, at the Request, Costs, and Charges of the said *John Williams*, his Executors or Administrators, or of the Person or Persons who for the Time being should be intitled to the Reversion of the said Premises thereby assigned, expectant on the Determination of the said Term of One thousand Years, assign or surrender the same Hereditaments and Premises as he or they should direct or appoint; and also should, at the Request and Costs of the said *John Williams*, resurrender the said Copyhold Premises to the Use of him the said *John Williams*, for the then Remainder of his Life; and in the same Indenture is contained a Covenant from the said *John Williams* for the Payment of the said Sum of Ten thousand Pounds, with Interest, according to the Terms of the said Proviso for Redemption: And whereas by an Order made in a Cause depending in the High Court of Chancery, wherein *William Sadlier Bruere*, and others, are Plaintiffs; and *Nancy Bruere* the Wife of *William Bruere* Esquire, and others, are Defendants; bearing Date the Tenth Day of *July* One thousand eight hundred and one, stating (among other Things), that it was alledged, that the said *Sir Stephen Lushington* was One of the Executors and Trustees named in the Will of *Anthony Sadlier* Esquire, and that the said Ten thousand Pounds, so advanced by him on the Security of the said Estates, was Part of the Estate of the said *Anthony Sadlier*: That by an Order made in the said Cause, bearing Date the Twenty-first Day of *May* One thousand seven hundred and ninety-eight, it was ordered, That *Christopher Robert Pemberton*, the Receiver of the outstanding Personal Estate of the said Testator, *Anthony Sadlier*, should be at Liberty to commence and prosecute such Suits as might be necessary for the Recovery of

Recites an
Order of
Chancery
made the 10th
of July 1801.

the outstanding Debts and Incumbrances due to the Estate of the said Testator, in the Name of the said Sir *Stephen Lushington*, or of such other Person or Persons as might be necessary; that in Hilary Term then last, the said *Christopher Robert Pemberton* commenced an Action in the Court of King's Bench against the said *John Williams*, for the Recovery of the said principal Money; but previous to the Commencement of the said Action, the said *John Williams* sent a Proposal in Writing, offering to sell such Part of the Estates in Mortgage as he himself should point out, but sufficient for the Purpose of paying off such Principal and Interest due on the said Mortgage; that by a subsequent Order, bearing Date the Third Day of *February* then last, upon the said *John Williams* then offering within Six Months, from that Time, to sell a sufficient Part of the Estates comprized in the said Mortgage, and out of the Produce thereof to pay all Principal, Interest, and Costs, due upon the said Mortgage, it was ordered, that all Proceedings in the said Action should be stayed, and that the said *John Williams* should pay the said Receiver's Costs at Law, and of the said Application, to be taxed by Mr. *Graves*, then One of the Masters of the said Court; that the said *John Williams* was married, but had no Issue living; that the said *Elizabeth Penfold* and her Husband were both living, but without Issue; that at the Time when the said Order of the Third Day of *February* then last was made, the Title to the said mortgaged Premises had not been particularly looked into, but that immediately after the said Order was made, the said *John Williams* gave Directions for a Sale of a sufficient Part of the said Estates, to pay off the said Mortgage, when, upon the Title being considered, it appeared, that no Sale of the Fee could be made without an Act of Parliament, nor could the said Term of One thousand Years be sold; because the Power of the Trustees being confined to the raising of the said Ten thousand Pounds by Mortgage or Sale, the Power seemed to have been executed by raising the Money by Mortgage, and that the said *John Williams* had attempted to borrow the Money without Effect; that the said Difficulty having arisen, and the Time within which the said *John Williams* undertook to raise the Money by Sale being nearly expired, it was therefore prayed, that the said Action against the said *John Williams*, and all further Proceedings therein, might be further stayed, until the said *John Williams* could procure an Act of Parliament to enable him to sell, and until he could sell, he the said *John Williams* offering, as soon as possible, to procure such Act, and to sell a sufficient Part of the Estate, comprized in such Mortgage, and out of the Produce thereof to pay all Principal, Interest, and Costs, due upon the said Mortgage; whereupon the said *John Williams*, by his Counsel, then undertaking, within Six Months, to procure an Act of Parliament to enable him to sell a sufficient Part of the Premises comprized in the said Mortgage, and thereout to pay the Principal and Interest due thereon; it was ordered, that the said Action, commenced by the said *Christopher Robert Pemberton* the Receiver, in the Name of the said Sir *Stephen Lushington*, against the said *John Williams* in the Court of King's Bench, and all further Proceedings therein, should be stayed for Six Months, from the Expiration of the said Order of the Third Day of *February* One thousand eight hundred and one, and that the said *John Williams* should pay unto the said *Christopher Robert Pemberton* the Receiver, his Costs at Law, and of the said Application, to be taxed by the Master, in case the Parties should differ about the same: And whereas the said *John Williams* hath not any Issue, and the said *Jane Williams* died without

without Issue: And whereas the said *John Williams*, and also the said *Miles Poole Penfold*, and *Elizabeth* his Wife, conceive that it would be advantageous to themselves, and all other Persons who may be interested in the said settled Estates; under the said Will of the said *Peckham Williams*, and are therefore desirous that the said Sum of Ten thousand Pounds should be raised by Sale of a competent Part of the same Estates; but by reason of the strict Limitations in the same Will, the Purpose aforesaid cannot be accomplished without the Aid of Parliament; wherefore Your Majesty's most dutiful and loyal Subjects, the said *John Williams* and *Miles Poole Penfold* and *Elizabeth* his Wife 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 that the Moiety of the Manor or reputed Manor of *Trethake*, alias *Trethake Penkellow*, alias *Penkelly*; and all that the entire capital Messuage, *Barton Farm* and Demesne Lands of or called *Trethake* with the Appurtenances; and all those Two Water Grist or Corn or Fulling Mills, called *Trethake Mills*; and all those Two Closes of Land called the *Mill Hill*, and *Mill Moor*; and also One Messuage and Garden, lying near and adjoining to the same Mills; and all other Messuages, Lands, Tenements, and Hereditaments, to the same belonging, situate, lying, and being in the Parish of *Lanteglos*, near *Fowey* in the County of *Cornwall*, and now in the Tenure or Occupation of *Robert Reane* and ——— *Harris*, their Under-tenants or Assigns; and also all that Messuage or Tenement, and all that Water Mill and Mills, now standing and being under the Roof of the said Messuage or Tenement, being a Water Mill, commonly called or known by the Name of *Cut Mill*, situate, lying, and being in the Parish and Manor of *Chidham*, in the County of *Sussex*; together with all Mills, Mill Banks, with Liberty to dig the Soil of the Waste of the said Manor, near the said Mill Banks, for the necessary Reparation thereof, Bays, Sluices, Water-courses, and Trenches, which with the said Mill have usually been occupied and enjoyed; and also all that One Parcel of Meadow Ground, containing by Estimation Two Acres or thereabouts, adjoining to the said Mill; and also the Two Ponds, called *The Two Upper Ponds*, being above the said Mill Pond, with the Banks belonging to the said Two Ponds, all which Premises are now in the Tenure or Occupation of *William Kerwood*, his Under-tenants or Assigns; and also all that Corner Messuage or Tenement and Garden, with the Appurtenances, situate, lying, and being in the West Street of the City of *Chichester*, in the said County of *Sussex*, now in the Tenure or Occupation of the Collector and Commissioners of His Majesty's Customs; and also all that Messuage or Tenement, lying on the North Side of the West Street of the City of *Chichester* aforesaid; now in the Tenure or Occupation of *William Humphrey*, his Under-tenants or Assigns; and also all that Messuage or Tenement, Barn, Stable, and Garden, and all those several Closes or Parcels of Land, containing together in the Whole by Estimation Fifty Acres, (be the same more or less), situate, lying, and being in the Parish of *Elstead*, in the County of *Sussex* aforesaid; commonly called or known by the Name or Names of *Upper Hanger* otherwise *Hether Deane*, otherwise *Eland*, or by whatsoever other Name or Names the same be called or known; and all that Barn and Four Closes of Arable and Pasture Ground, containing together, by Estimation, Thirty Acres, (be the same more or less), situate, lying, and being in the Parish of *Elstead* aforesaid; lying for Half a Yard Land, now in the Tenure or Occupation

Estates in
Cornwall, &c.

of

of *Richard Gratwicke*, his Under-tenants or Assigns; and also all that the Manor of *Alborne* otherwise *Aldborne*, and the Scite of the same Manor, with their respective Rights, Royalties, Members, and Appurtenances, in the County of *Wilts*, now in the Possession of the said *John Williams*; and also all that capital Messuage or Farm House, and all those several Closes or inclosed Grounds thereunto belonging, containing, by Estimation, Four hundred and fifty Acres, (be the same more or less), situate, lying, and being in *Alborne* otherwise *Aldborne*, *Wamburgh*, *Upham*, and *Suape*, in the Parish of *Alborne* otherwise *Aldborne*, *Wamburgh*, *Upham*, and *Suape*, or some or One of them, in the said County of *Wilts*, and now in the Tenure or Occupation of *Thomas Church*, his Under-tenants or Assigns; and also all that Messuage or Tenement, and all those Two Water Corn Mills, called or known by the Name of *Broadbridge Mills*, or by whatsoever other Name or Names the same be called or known, situate, lying, and being in the Parishes of *Bosham* and *Funtington*, or One of them, in the County of *Suffex* aforesaid, and all Mill Ponds, Banks, Bays, and Water-courses thereto belonging; and also all that Parcel of Meadow Ground, containing, by Estimation, Six Acres, more or less, lying in *Bosham* aforesaid; and also all those Two Closes of Land, containing by Estimation, Ten Acres (be the same more or less), lying and being in *Bosham* aforesaid all which Premises are now in the Tenure or Occupation of Messieurs *Hack*; and also all that the Manor, Seigniorie or Lordship of *North Stoke*, *East Stoke*, and *West Hay*, in the Parish of *Hayling* in the County of *Southampton* aforesaid; and also all that Messuage or Tenement, Farm Lands and Premises, called *East Stoke*, or by whatsoever other Name or Names the same be called or known, situate, lying, and being in the Parish of *Southwood*, within the Isle of *Hayling*, in the said County of *Southampton*, and now in the Tenure or Occupation of *John Hillyer*; and also all those Buildings, Salt Pens, Salt Pits, Ponds, Lands, and Premises called the *Salterns*, situate in the said Parish of *Hayling*, now in the Tenure or Occupation of *James Eyles*; and also all that Piece or Parcel of Land or Ground, now planted with Hops, containing by Estimation, Five Acres (be the same more or less), situate, lying, and being at *Hale*, in the Parish of *Farnham*, in the County of *Surrey*, now in the Tenure or Occupation of the said *Miles Poole Penfold*; and also all that Cottage or Tenement and Garden, and all those several Pieces or Parcels of Land, containing by Estimation, Twenty-eight Acres (be the same more or less), situate, lying, and being at *Hale* aforesaid, and now in the Tenure or Occupation of *John Hollest*, his Under-tenants or Assigns; and also all those Pieces or Parcels of Coppice Ground, containing by Estimation Ten Acres (be the same more or less), also situate at *Hale* aforesaid, and now in the Possession of the said *John Williams*; and also all that Water Mill of *Forrep*, with the Appurtenances, and all Messuages, Buildings, Lands Tenements, Hereditaments, and Premises to the same belonging, and therewith held, used, occupied, or enjoyed, situate, lying, and being in the Tything of *Broadbridge*, within the Manor and Parish of *Bosham* aforesaid, and now in the Tenure or Occupation of Messieurs *Diggens*; and also all that Messuage or Tenement, Barns, Stables, Buildings, Farm Lands, and Premises, situate, lying, and being in the Parish of *Aldingborne* in the County of *Suffex*, now in the Tenure or Occupation of *John Pledger*; and also all that Messuage or Tenement, Barns, Stables, Buildings, Farm Lands, and Premises, containing by Estimation One hundred and twenty-six Acres (be the same more or less), situate, lying, and being in the Parish of *Birdham*, in the County of *Suffex*, now in the Tenure or Occupation

pation of *Thomas Cutfield*, and called or known by the Name of *Cowdery*, or by some other Name or Names; a Particular of all which Estates, specifying the annual Rent or annual Value thereof is annexed by Way of Schedule to this Act; and all and singular other the Messuages, Lands, Tenements, Hereditaments, and Premises whatsoever, comprised in and given and devised by the said recited Will of the said *Peckham Williams* deceased, situate in *Lanteglos, Chidham*, the City of *Cbichester*, and in *Elst:ad, Alborne* otherwise *Aldborne, Bosham*, and *Funtington, Hayling, Southwood, Hale, Aldingbourne*, and *Birdham*, or elsewhere; which are now or lately were in the several Tenures or Occupations of the said *Robert Reane*, ——— *Harris, William Kerwood*, the Collector and Commissioners of His Majesty's Customs, *William Humphrey, Richard Gratwicke, Thomas Church*, Messieurs *Hack, John Hillyer, James Eyles, Miles Poole Penfold, John Hollest*, Messieurs *Diggens, John Pledger*, and *Thomas Cutfield*, or any or either of them, or of their respective Under-tenants or Assigns, together with all Ways, Paths, Passages, Waters, Watercourses, Yards, Gardens, Orchards, Barns, Stables, Edifices, Buildings, Feedings, Meadows, Pastures, Commons, Common of Pasture, Common of Turbary, and Common of Estovers, Woods, Underwoods, Moors, Marshes, Chases, Warrens, Royalties, Wastes, Trees, Mines, Courts, Courts Baron, Courts Leet, Perquisites and Profits of Courts, View of Frankpledge, and whatsoever to View of Frankpledge belongeth, Waifs, Estrays, Deodands, Goods and Chattels of Felons and Fugitives, Felons of themselves, Outlaws, and Persons put in Exigent and Restraint, Liberties, Privileges, Profits, Commodities, Advantages, Rights, Members, and Appurtenances whatsoever to the said Manors or Lordships, Messuages, Lands, Hereditaments, and Premises, or any of them, or any Part or Parts thereof belonging, or in anywise appertaining, or with the same, or any Part thereof, held, used, occupied, or enjoyed, or accepted, reputed, deemed, taken, or known as Part, Parcel, or Member thereof; and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits of all and singular the said Hereditaments and Premises, and of every Part and Parcel thereof, shall, from and after the passing of this Act, be vested in, and the same are hereby from thenceforth absolutely vested in, the said *George White Thomas* and in *William Marsh* of *Knightsbridge* in the County of *Middlesex*, Esquire, their Heirs, and Assigns, to hold such of the said Hereditaments as are Freehold of Inheritance unto and to the Use of them the said *George White Thomas* and *William Marsh*, their Heirs and Assigns for ever; and to hold such of the said Hereditaments and Premises as are Copyhold unto and to the Use of them the said *George White Thomas* and *William Marsh*, their Heirs and Assigns, by Copy of Court Roll, according to the Customs of the Manors whereof the same are holden; and to hold such of the said Premises as are held by virtue of any Freehold Lease or Leases unto them the said *George White Thomas* and *William Marsh*, their Heirs and Assigns, for all such Estates and Interests as are yet unexpired therein, either under any Lease or Leases by virtue of which the said Testator, *Peckham Williams*, held the same respectively at the Time of his Decease, or of any Lease or Leases that hath or have been renewed since his Decease, freed and discharged of and from all and every the Uses, Estates, Limitations, Trusts, Provisoos, and Powers, in and by the said Will of the said *Peckham Williams*, limited, created, declared, or mentioned of and concerning the same, or any of them, save and except the Residue of the said Term of One thousand Years, thereby limited to the said *James Jackson* and *Richard North*, and

Shall be vested
in *George White
Thomas* and
William Marsh
Esquires,
upon Trust.

by the Executrix of the said *James Jackson* (who survived the said *Richard North*) assigned to the said *Sir Stephen Lushington* by Way of Mortgage, for securing the said Sum of Ten thousand Pounds with Interest as aforesaid; but nevertheless upon Trust, that they the said *George White Thomas* and *William Marsh*, or the Survivor of them, or the Heirs of such Survivor, do and shall, as soon as conveniently may be (with the Consent in Writing of the said *John Williams*, and after the Death of the said *John Williams* with the Consent in Writing of the Person or Persons who, if this Act had not been passed, would for the Time being have been entitled, under the Limitations in the said Will contained, to the Receipt of the Rents, Issues, and Profits of the said Hereditaments and Premises, if such Person or Persons shall be of the Age of Twenty-one Years, but if not, then with the Consent in Writing, of his, her, or their Guardian or Guardians), make Sale and dispose of, either by publick Auction or private Contract, all and every, or any Part or Parts of the Hereditaments and Premises hereby vested in them the said *George White Thomas* and *William Marsh*, their Heirs and Assigns as aforesaid, either together or in Parcels, at or for such Price or Prices, Sum or Sums of Money as to them the said Trustees, or the Trustees or Trustee for the Time being shall seem reasonable, and do and shall, upon Payment of the respective Purchase Monies in Manner hereinafter mentioned, convey, surrender, and assign, or assure the same Hereditaments, or such Part or Parts thereof as shall be so agreed to be sold as aforesaid, unto and to the Use of such Person or Persons as shall so become the Purchaser or Purchasers thereof, and his, her, or their respective Heirs and Assigns respectively, or as he, she, or they shall direct or appoint.

Costs and Expences of obtaining this Act to be first paid from Proceeds of such Sale.

II. And be it further enacted, That a sufficient Part of the Monies to arise from such Sale or Sales as aforesaid, shall be applied in the First Place in paying and discharging all Costs, Charges, and Expences preparatory to, and in soliciting, applying for, and obtaining this Act, or which may be incident or relative thereto, and of making and completing the Sales hereinafter directed; or authorized to be made, or otherwise to be occasioned by carrying the Trusts of this Act into Execution, and also all Costs, Charges, and Expences, which have been sustained by the said *John Williams*, in consequence of any Proceedings at Law, or in Equity, for recovering of the said Principal Sum of Ten thousand Pounds (such Costs, Charges, and Expences to be ascertained and paid in Manner hereinafter mentioned), and in the next Place, in paying the said Sum of Ten thousand Pounds, as the said Court shall direct; and that the Residue of the Money to arise by such Sale or Sales, shall with all convenient Speed (with the Approbation of the said *John Williams*, and if the said *John Williams* shall be dead, then of the Person or Persons who, if this Act had not been passed, would for the Time being have been entitled, under the Limitations contained in the said Will of the said *Peckham Williams*, to the Receipt of the Rents, Issues, and Profits of the said Hereditaments and Premises hereby vested in Trust as aforesaid, if such Person or Persons shall be of the Age of Twenty-one Years, but if not, then with the Approbation of his, her, or their Guardian or Guardians), be laid out and invested by and under the Direction of the Court of Chancery, to be obtained in Manner hereinafter mentioned, in One or more Purchase or Purchases of Freehold Manors, Messuages, Lands, Tenements, or Hereditaments in *England*, or of any Copyhold Hereditaments of Inheritance that may lie intermixed, or be convenient to be enjoyed therewith, but not more than One-sixth Part in Value shall be

be Copyhold, free from Incumbrances (except Chief Rents or Quit Rents, and customary Duties and Services, and Leases to Tenants or Occupiers), and that all and singular the Hereditaments and Premises so to be purchased, shall be conveyed, limited, settled, and assured, to, upon, and for such and so many of the Uses and Trusts, and under and subject to such and so many of the Powers, Provisoes, Limitations, and Declarations, in and by the said Will of the said *Peckham Williams*, limited, expressed, created, declared, and contained, of and concerning the Freehold Part of the Hereditaments hereby vested as aforesaid, as shall be then existing undetermined or capable of taking Effect.

III. And it is hereby enacted, That all and every Persons and Person who shall purchase all or any Part of the Hereditaments and Premises to be sold or conveyed in pursuance of this Act, shall pay his, her, or their Purchase Money or Purchase Monies 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 Estates of the said *John Williams*, 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.

Purchasers to pay their Purchase Money into the Bank in the Name of the Accountant General of the Court of Chancery.

IV. And be it further enacted, That it shall be lawful for the said Court of Chancery, at any Time after the passing of this Act, upon Petition to be presented to the said Court, in a summary Way, by the said *John Williams*, or in case of his Death by his personal Representatives, to make an Order to refer it to One of the Masters of the said Court, to take an Account of all such Costs, Charges, and Expences, as are herein-before authorized to be paid as aforesaid, and to make an Order for paying and reimbursing the same to him the said *John Williams*, or his Representatives, in case of his Death, as to the said Court shall seem meet, out of the First Monies arising from such Sale or Sales, and to be paid into the Bank as aforesaid, so as fully to reimburse and indemnify the said *John Williams* against all such Costs, Charges, and Expences and also to make an Order for paying the said Sum of Ten thousand Pounds, as to the Court shall seem meet; and that the Residue of such Purchase Money shall be laid out in the Purchase of Navy Bills, or Victualling Bills, or Exchequer Bills, and the Interest arising from the Money so laid out in the said Navy, or Victualling, or Exchequer Bills, and the Money received for the same, as they shall respectively be paid off by Government, shall also be laid out in the Name of the said Accountant General, in the Purchase of other Navy, or Victualling, or Exchequer Bills; all which said Navy, and Victualling, and Exchequer Bills shall be deposited in the Bank in the Name of the said Accountant General, and shall there remain until a proper Purchase or Purchases shall be found and approved as herein-before directed, and until the same shall, upon Petition setting forth such Approbation, to be preferred to the Court of Chancery in a summary Way by the said *John Williams*, or the Person or Persons for the Time being entitled to the Rents and Profits of the Hereditaments to be purchased with the same, be ordered to be sold by the said Accountant General for the 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 the said Navy, Victualling, or Exchequer Bills shall exceed the

Power for the Court to make an Order to refer it to One of the Masters of the Court to take an Account of the Costs and Expences, etc.

Amount

Amount of the whole Purchase Money so laid out as aforesaid, then and in such Case the Surplus which shall remain, after discharging the Expences of the Applications 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 in pursuance of this Act, or to the Representatives of such Person or Persons: Provided, that it shall be lawful for the Court of Chancery to make an Order for taxing the Costs of any Application to be made to the said Court, respecting the Matters aforesaid, and the Costs of taking the said Money out of the Bank, and investing such Money in a new Purchase or Purchases as aforesaid, and for Payment of such Costs, out of the said Monies, or out of the Money arising by Sale of the Navy, Victualling, or Exchequer Bills, so to be purchased as aforesaid.

Certificate of the Accountant General, and Receipt of the Cashier of the Bank, for the Money arising from such Sale, to be sufficient Discharges to Purchasers.

V. And be it further enacted, That the Certificate or Certificates of the said Accountant General, and Receipt of the Cashier of the Bank of *England* for the Money or Monies arising from such Sale or Sales as aforesaid, or Office Copies thereof respectively, shall from Time to Time, and at all Times hereafter, be and be deemed to be a good and sufficient Discharge to any Person or Persons who shall become the Purchaser or Purchasers of the said Hereditaments and Premises hereby made saleable, and to his, her, or their respective Heirs, Executors, Administrators, or Assigns, for so much Money as in such Certificates and Receipts shall be expressed or certified to be paid; and that such Person or Persons having paid his, her, or their said Money, and obtained such Certificates and Receipts for the same, or Office Copies thereof respectively, shall not, nor shall his, her, or their Heirs, Executors, Administrators, or Assigns, be liable to see to the Application of such Money, nor be answerable or accountable for any Loss, Misapplication, or Non-application of the same.

Until the Hereditaments shall be sold, the Trustees shall permit the same to be held, &c. for the Benefit of such Persons as would be entitled to receive the same, in case this Act had not been made.

VI. And be it further enacted, That, in the mean Time, until the said Hereditaments and Premises hereby vested in Trust as aforesaid shall be sold in pursuance of this Act, they the said Trustees, or the Trustees or Trustee for the Time being, shall permit and suffer the same Premises respectively to be held and enjoyed, and the Rents, Issues, and Profits thereof to be had, received, and taken by and for the Benefit of such Person or Persons as respectively would be entitled to, and ought to hold, enjoy, and receive the same respectively, in case this Act had not been made.

When so much of the Hereditaments shall have been sold as shall be necessary, those remaining unsold, shall be conveyed upon such Trusts, as would then be subsisting in case this Act had not been made.

VII. Provided always, and be it further enacted, That when and so soon as so much of the Hereditaments and Premises by this Act vested shall have been sold, as shall be necessary for carrying the Trusts of this Act into Execution, such of the Hereditaments and Premises as shall remain unsold, shall, instead of being sold, be with all convenient Speed conveyed by the said Trustees, or the Trustees or Trustee for the Time being, to such Uses, upon and for such Trusts, Intents, and Purposes, and subject to such Powers and Provisoes as would be thereof respectively subsisting, under and by virtue of the said Will of the said *Peckham Williams*, in case this present Act had not been made, (any Thing herein contained to the contrary thereof in anywise notwithstanding); but nevertheless the Purchaser or Purchasers under this Act, or any of them, shall not be concerned to enquire whether

any more of the said Estates have been sold than may be necessary to be sold for the Purposes aforesaid.

VIII. And be it further enacted, That in case the said *George White Thomas* and *William Marsh*, or either of them, or any Trustee or Trustees to be appointed as herein-after is mentioned, shall happen to die, or be desirous to be discharged, or decline to act, or become incapable of acting in the Trusts hereby in them reposed, then and in such Case, and when and so often as it shall so happen, the surviving or other Trustee, his Heirs, Executors, or Administrators, shall within the Space of Six Calendar Months after any of the said Trustees shall die, or desire to be discharged, decline to act, or become incapable of acting as aforesaid (with the Consent and Approbation of the Person or Persons for the Time being entitled to the Rents and Profits of the said Estates, such Person or Persons having attained the Age of Twenty-one Years, or otherwise with the Consent and Approbation of his, her, or their Guardian or Guardians, testified in Writing), nominate and appoint some other Person or Persons to be a Trustee or Trustees in the Place and Stead of him or them so dying, desiring to be discharged, declining to act, or becoming incapable of acting as aforesaid; and when and so often as any new Trustee or Trustees shall be so nominated and appointed as aforesaid, in case such Nomination and Appointment shall be approved of by the Court of Chancery (an Order in which Behalf it shall be lawful for the said Court to make, if the said Court shall think fit, upon Petition in a summary Way), all and every the Powers and Authorities by this Act given shall be vested in, and all and every the Trust Estates shall be conveyed, surrendered, assigned, and transferred, so as that the same may be legally and effectually vested in such new Trustee or Trustees, in Conjunction with the surviving or continuing Trustee, or in such new Trustee or Trustees only as the Case may be, upon the same Trusts as are herein-before declared concerning the same; and that all and every such new Trustee and Trustees shall and may have, and exercise, and act in the Execution of the Trusts and Powers aforesaid, in such and the same Manner as if originally named and appointed by this Act, any Thing herein contained to the contrary thereof in anywise notwithstanding.

Power to appoint new Trustees.

IX. And be it further enacted, That the said *George White Thomas* and *William Marsh*, or such other Trustee or Trustees to be appointed as aforesaid, shall not, nor shall either or any of them, nor the Heirs, Executors, or Administrators of them, either or any of them, be chargeable with or answerable for any Money to be received by virtue of the Trusts hereby in them reposed, any otherwise than each Person for such Sum or Sums of Money as he or she may or shall actually receive, and that none of them shall be answerable or accountable for the Acts, Receipts, Neglects, or Defaults of the other of them, nor with or for any Loss or Damage which may happen without the respective wilful Default of the said *George White Thomas* and *William Marsh*, or their respective Heirs, Executors, or Administrators.

Indemnity to Trustees.

X. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to the said Sir *Stephen Lushington* as Mortgagee as aforesaid, and to all and every other Persons and Person, Bodies Politick and Corporate, his, her, and their Heirs, Executors, Administrators, and Successors (other than and except the said *John Williams*, and his Heirs, and all and every

General Saving.

[Loc. & Per.]

10 D

every

every the Son and Sons, Daughter and Daughters of his Body lawfully begotten or to be begotten, and the Heirs of their respective Bodies; and the said *Miles Poole Penfold* and *Elizabeth* his Wife, and the Heirs of her Body, and all and every other Person or Persons entitled to, or claiming, or hereafter to become entitled to, or claim, any Estate, Right, Title, Trust, or Interest, of, in, to, or out of the Hereditaments and Premises hereby vested in them the said *George White Thomas* and *William Marsh*, their Heirs, Executors, Administrators, and Assigns, in Trust as aforesaid, under and by virtue of the said Will, or any Surrender or Surrenders to the Uses thereof), all such Estate, Right, Title, and Interest, of, in, to, or out of the said Hereditaments and Premises, so hereby vested in Trust as aforesaid, as they respectively had before the passing of this Act, or would, could, or might have had, in case the same had not been made.

Publick Act.

XI. And be it further enacted, That this Act shall be adjudged, deemed, 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 the Act refers.

	Annual Rent or Annual Value.
	£. s. d.
A MOIETY of the Manor or reputed Manor of <i>Tretbake</i> alias <i>Tretbake Penkellow</i> alias <i>Penkelly</i> , in the Parish of <i>Lanteglos</i> near <i>Fowey</i> , in the County of <i>Cornwall</i> ; and an entire Messuage, Buildings, Lands, and Premises, let to <i>Robert Reane</i> , at the yearly Rent of - - -	84 0 0
Two Mills called <i>Tretbake Mills</i> , and a Messuage, Buildings, Lands, and Premises thereto belonging, situate in the said Parish of <i>Lanteglos</i> , let on Lease to ——— <i>Harris</i> , for a Term of Ninety-nine Years, determinable on Three Lives, on the granting of which, a Fine of One hundred and twenty Pounds was paid by the Lessee, at the yearly Rent of - - -	1 4 0
A Messuage and Mill, called <i>Cut Mill</i> , and Lands and Premises thereto belonging, situate in the Parish of <i>Cbidham</i> in the County of <i>Suffex</i> , let to Mr. <i>William Kerwood</i> , at the yearly Rent of - - -	57 15 0
A Messuage and Garden, situate in the West Street of the City of <i>Chichester</i> in the County of <i>Suffex</i> , let on Lease to the Collector and Commissioners of His Majesty's Customs, at the yearly Rent of - - -	31 10 0
A Messuage and Garden, situate in the West Street of the City of <i>Chichester</i> aforesaid, let to <i>William Humphrey</i> , at the yearly Rent of - - -	26 5 0
A Farm and Lands called <i>Upper Hanger</i> otherwise <i>Hether Deane</i> otherwise <i>Eland</i> , situate in the Parish of <i>Elstead</i> in the County of <i>Suffex</i> , and a Barn and certain Lands in the same Parish, let to <i>Richard Gratwicke</i> , at the yearly Rent of - - -	30 0 0
The Manor of <i>Alborne</i> otherwise <i>Aldborne</i> , with the Rights, Royalties, Members, and Appurtenances in the County of <i>Wilts</i> , in Hand, but the annual Value of which is - - -	40 0 0
A Farm and Lands, situate in <i>Alborne</i> otherwise <i>Aldborne</i> , <i>Wamburgh</i> , <i>Upham</i> , and <i>Snape</i> , let to <i>Thomas Church</i> , at the yearly Rent of Two hundred and twenty-one Pounds, but these Premises being subject to a perpetual yearly Rent of Sixty Pounds, the annual Value will be - - -	161 0 0
A Messuage and Mills, called <i>Broadbridge Mills</i> , and certain Lands and Premises, situate in the Parishes of <i>Bosham</i> and <i>Funtington</i> ,	

	Annual Rent or Annual Value.
	£. s. d.
<i>Funtington</i> , in the County of <i>Suffex</i> , let to Messieurs <i>Hack</i> , at the yearly Rent of	105 0 0
The Manor, Seignior, or Lordship of <i>North Stoke</i> , <i>East Stoke</i> , and <i>West Hay</i> , in the Parish of <i>Hayling</i> , in the Isle of <i>Hayling</i> in the County of <i>Southampton</i> ; and the Messuage or Tenement, Farms, Lands, and Premises, called <i>East Stoke</i> , situate in the Parish of <i>Southwood</i> , in the said Isle of <i>Hayling</i> , let to <i>John Hillyer</i> , at the yearly Rent of	105 0 0
Certain Buildings, Salt Pits, Salt Pens, Ponds, Lands, and Premises, called the <i>Salterns</i> , situate in the Parish of <i>Hayling</i> aforesaid, let to <i>James Eyles</i> , at the yearly Rent of	15 0 0
A Piece or Parcel of Ground, situate at <i>Hale</i> , in the Parish of <i>Farnham</i> in the County of <i>Surrey</i> , let on Lease to the Petitioner, <i>Miles Poole Penfold</i> Esquire, at the yearly Rent of	40 0 0
A Cottage, and about Twenty-eight Acres of Land, situate at <i>Hale</i> aforesaid, let on Lease to <i>John Hollest</i> , at the yearly Rent of	60 0 0
Two Pieces or Parcels of Coppice Ground, situate at <i>Hale</i> in the Parish of <i>Farnham</i> aforesaid, in Hand, the annual Value of which is	10 0 0
A Messuage, Mills, Lands, and Premises, situate in the Parish of <i>Bosham</i> aforesaid, let to Messieurs <i>Diggens</i> , at the yearly Rent of	156 0 0
A Messuage, Buildings, Farm, and Lands, situate in the Parish of <i>Aldingborne</i> in the County of <i>Suffex</i> , let to <i>John Pledger</i> , at the yearly Rent of	60 0 0
A Messuage, Buildings, Farms, and Lands, situate in the Parish of <i>Birdham</i> in the said County of <i>Suffex</i> , called <i>Cowdery</i> , let to <i>Thomas Cutfield</i> , at the yearly Rent of	130 0 0

John Hollest.

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