



ANNO QUINQUAGESIMO PRIMO

GEORGI III. REGIS.

Cap. 50.

An Act for vesting certain Estates late of the Right Honourable *George* Lord Viscount *Sackville* deceased, situate in the Borough Town and Parish of *East Grinstead*, in the County of *Suffex*, in Trustees, upon Trust to sell the same; and to lay out the Monies thence arising in the Purchase of other Estates, to be settled to the same Uses as the Estates so sold. [6th May 1811.]

WHEREAS by Indentures of Lease and Release, bearing Date respectively the Twenty-ninth and Thirtieth Days of *April* One thousand seven hundred and seventy-eight, and made between the Right Honourable *George* Lord Viscount *Sackville* (then Lord *George Germain*) of the one Part, and Sir *John Irwine* and *Alexander Wedderburn*, of the other Part; divers Messuages or Tenements, Burgages, Lands and Hereditaments therein particularly described, situate in the Parish, and within or near to the Borough of *East Grinstead*, in the County of *Suffex*, were, with the Appurtenances, duly conveyed and limited to the Use of the said *George* Lord Viscount *Sackville* (then Lord *George Germain*) and his Assigns, for his Life, without Impeachment of Waste, Remainder to the Use of the said Sir *John Irwine* and *Alexander Wedderburn*, their Heirs and Assigns, upon the Trusts therein and herein-after expressed; (that is to say), upon Trust, out of the Rents and Profits thereof to pay all Outgoings and all Expences attending the Trusts thereby created; and subject thereto, in

Recital of Indentures of Lease and Release of 29th and 30th April 1778.

[Loc. & Per.]

11 E

Trust

Trust for the Right Honourable *Charles* Lord Viscount *Sackville* (then *Charles Germain*, eldest Son of the said *George* Lord Viscount *Sackville*) and his Assigns, for his Life, without Impeachment of Waste; Remainder in Trust for the First and other Sons of the said *Charles* Lord Viscount *Sackville*, successively in Tail Male; Remainder in Trust for *George Germain* (youngest Son of the said *George* Lord Viscount *Sackville*) and his Assigns, for his Life, without Impeachment of Waste; Remainder in Trust for the First and other Sons of the said *George Germain*, successively in Tail Male; Remainder in Trust for all and every other the Son and Sons of the said *George* Lord Viscount *Sackville*, successively in Tail Male; Remainder in Trust for such Person as should be Duke of *Dorset* at the Time of the Decease of the said *George* Lord Viscount *Sackville*, and Failure of Issue Male of his Body as aforesaid in Tail Male; and in Default of such Issue Male, or in case there should be no Duke of *Dorset* at the Decease of the said *George* Lord Viscount *Sackville*, and Failure of Issue Male of his Body as aforesaid, in Trust for the right Heirs of the said *George* Lord Viscount *Sackville* for ever: And in the said Indenture of Release now in recital, is contained a Power for the said *George* Lord Viscount *Sackville*, during his Lifetime, and after his Decease, for the said Trustees to lease the said Premises or any Part thereof, for any Term not exceeding Twenty-one Years, to take Effect in Possession, at the best improved Rent and without Fine; and also a Power for the said *George* Lord Viscount *Sackville*, by Deed or Will to be executed as therein mentioned, to revoke all or any of the Estates, Uses, Trusts and Limitations therein-before limited and declared; and by the same Deed or Deeds, or last Will, or any other Deed or Deeds, to be sealed and delivered by him as aforesaid, to limit, appoint, direct and declare such other Estates and Uses of and concerning the same Premises or any of them, the Uses whereof should be so revoked, as to him should seem meet; and also a Power to appoint new Trustees in case of the Death of either of the said Trustees: And whereas by Indentures of Lease and Release, bearing Date respectively the Fourteenth and Fifteenth Days of *April* One thousand eight hundred and nine, the Release of Four Parts, and made between *John Erskine* Esquire, the Second and younger Son of *Janet Erskine* his late Mother deceased, formerly *Janet Wedderburn* Spinster, the only Sister of the said *Alexander Wedderburn* (afterwards the Right Honourable *Alexander* Earl of *Rosslyn*) deceased, of the First Part; the Right Honourable *James* Earl of *Rosslyn*, the First and eldest Son of the said *Janet Erskine*, of the Second Part; the said *Charles* Lord Viscount *Sackville*, of the Third Part; and the Most Noble *William Henry Cavendish* Duke of *Portland* (then Marquis of *Titchfield*) and the Right Honourable *Charles Arbuthnot*, One of His Majesty's most Honourable Privy Council, of the Fourth Part; after reciting the said Indentures of Lease and Release of the Twenty-ninth and Thirtieth Days of *April* One thousand seven hundred and seventy-eight; and that the said Lord *George Germain* was afterwards created Lord Viscount *Sackville*, and departed this Life in or about the Month of *September* One thousand seven hundred and eighty-five, without having, by any Deed or Deeds in his Lifetime, or by his last Will and Testament, revoked or altered any of the Estates, Uses, Trusts or Limitations, limited, declared, or expressed by the said recited Indenture of the Thirtieth Day of *April* One thousand seven hundred and seventy-eight, concerning the Messuages or Tenements, Burgages, Lands, and Hereditaments therein mentioned, to be thereby released, or any Part thereof; and that the said Sir *John Irwine* departed this

Recital of Indentures of Lease and Release of 14th and 15th April 1809.

this Life in or about the Month of *April* One thousand seven hundred and eighty-eight; and that the said *Alexander Wedderburn* was created Baron *Loughborough*, and afterwards Earl of *Rofslyn*, and departed this Life in the Month of *January* One thousand eight hundred and five, leaving the said *John Erskine* his youngest Nephew and Heir, according to the Custom of the Borough of *East Grinstead* aforesaid, and the said *James* Earl of *Rofslyn*, his eldest Nephew and Heir at Law; and that no Person had ever been appointed a Trustee in the Stead of the said Sir *John Irwine*, in pursuance of the Power for that Purpose contained in the said Indenture of Release; and reciting, that by a Decree or Decretal Order of the Court of Chancery, dated the Twenty-first Day of *December* One thousand eight hundred and seven, made by his Honour the Master of the Rolls, in a Cause wherein the said *Charles* Lord Viscount *Sackville* was Plaintiff, and the said *James* Earl of *Rofslyn* and *John Erskine* were Defendants, it was referred to Mr. *Simeon*, one of the Masters of the said Court, to appoint Two proper Persons to be Trustees in the Room of the said Sir *John Irwine* and *Alexander* late Earl of *Rofslyn*, and that it was ordered, that the said *James* Earl of *Rofslyn* and *John Erskine* should convey the Trust Estates, and Premises, with their Appurtenances, vested in them, to such new Trustees so to be appointed, to, for and upon the several Uses, Trusts, Intents and Purposes expressed and declared concerning the same, in the said Indenture of the Thirtieth Day of *April* One thousand seven hundred and seventy-eight, or such of them as were then subsisting and capable of taking Effect; and that it was ordered that such Conveyance should be settled by the said Master, and all proper Parties were to join therein as the Master should direct; and reciting that the said Master, in pursuance of the said Order made his Report, dated on or about the

Day of then last, and thereby certified that he had appointed the said *William Henry Cavendish* Duke of *Portland* (then Marquis of *Titchfield*) and *Charles Arbuthnot*, Trustees in the Room of the said Earl of *Rofslyn* and Sir *John Irwine* deceased, and that he had perused and approved of the said Indenture now in recital; it is witnessed, that the said *John Erskine*, in pursuance of the said recited Order of the said Court, and in exercise of the Power contained in the said recited Indenture of Release, and with the Consent and Approbation of the said *Charles* Lord Viscount *Sackville*, did nominate, constitute and appoint, and the said *Charles* Lord Viscount *Sackville* did nominate, constitute and appoint, ratify and confirm the said *William Henry Cavendish* Duke of *Portland*, and *Charles Arbuthnot*, to be Trustees upon and for such of the several Trusts and Purposes in the said recited Indenture of Release, as were and should thereafter be subsisting and capable of taking Effect; and in further pursuance of the said recited Order, they the said *John Erskine* and *James* Earl of *Rofslyn*, at the Request and by and with the like Consent and Approbation of the said *Charles* Lord Viscount *Sackville*, did grant, bargain, sell, alien, release, and confirm unto the said *William Henry Cavendish* Duke of *Portland*, and *Charles Arbuthnot*, and to their Heirs, the several Hereditaments and Premises comprized in the said recited Indentures of Lease and Release of the Twenty-ninth and Thirtieth Days of *April* One thousand seven hundred and seventy-eight, to hold the same unto and to the Use of the said *William Henry Cavendish* Duke of *Portland*, and *Charles Arbuthnot*, their Heirs and Assigns for ever, nevertheless upon such and the same Trusts, and to and for such and the same Ends, Intents and Purposes, and with, under, and subject to such and the same Powers, Provisoos, Declarations and Agreements, as were declared or expressed of or concerning the same in and by the said recited Indenture of Release,

Recital of Indentures of Lease and Release of the 21st and 22d July 1780.

Release, or such of them as were then subsisting undetermined and capable of taking Effect: And whereas by other Indentures of Lease and Release, bearing Date respectively the Twenty-first and Twenty-second Days of July One thousand seven hundred and eighty, and made between the said *George Lord Viscount Sackville* (then *Lord George Germain*) of the one Part, and the Right Honourable *Thomas Lord Walsingham* (then *Thomas de Grey*) and *Thomas Walley Partington* Esquire, of the other Part; divers other Messuages or Tenements, Burgages and Hereditaments therein particularly described, situate in the Borough and Town of *East Grinstead* aforesaid, with the Appurtenances, were duly conveyed and limited to the Use of the said *George Lord Viscount Sackville* and his Assigns for his Life, without Impeachment of Waste; Remainder to the Use of the most Noble *John Frederick Duke of Dorset* and his Assigns for his Life without Impeachment of Waste; Remainder to the Use of the said *Thomas Lord Walsingham*, and *Thomas Walley Partington*, their Heirs and Assigns, upon the Trusts therein and herein-after expressed; (that is to say) upon Trust out of the Rents and Profits thereof, to pay all Outgoings and all Expences attending the Trusts thereby created and subject thereto; In Trust for the said *Charles Lord Viscount Sackville* (then *Charles Germain*) and his Assigns for his Life without Impeachment of Waste; Remainder in Trust for the first and other Sons of the said *Charles Lord Viscount Sackville* successively in Tail Male; Remainder in Trust for the said *George Germain* and his Assigns for his Life, without Impeachment of Waste; Remainder in Trust for the first and other Sons of the said *George Germain*, successively in Tail Male; Remainder in Trust for all and every other the Son and Sons of the said *George Lord Viscount Sackville*, successively in Tail Male; Remainder in Trust for such Person as should be Duke of *Dorset* at the Time of the Decease of the Survivor of them, the said *John Frederick Duke of Dorset* and *George Lord Viscount Sackville*; and Failure of Issue Male of the Body of the said *George Lord Viscount Sackville* in Tail Male, and in Default of such Issue Male, or in case there should be no Duke of *Dorset* at the Decease of the Survivor of them the said *John Frederick Duke of Dorset* and *George Lord Viscount Sackville*, and Failure of Issue Male of his Body as aforesaid, in Trust for the right Heirs of the said *George Lord Viscount Sackville* for ever: And in the said Indenture of Release now in recital, is contained a Power for the said *George Lord Viscount Sackville*, during his Life, and for the said *John Frederick Duke of Dorset*, when he should be in the actual Possession of the said Premises, and after the Decease of the Survivor of them, for the said Trustees to lease the same Premises or any Part thereof for any Term not exceeding Twenty-one Years in Possession, at the best Rent, and without taking any Fine or Income, or other Matter or Thing in the Nature or in Lieu thereof; and also a Power for the said *George Lord Viscount Sackville*, at any Time during the Life of the said *John Frederick Duke of Dorset*, and with his Consent by Writing under his Hand and Seal; or in case the said *John Frederick Duke of Dorset* should die without Issue Male of his Body during the Life of the said *George Lord Viscount Sackville*; then after the Decease of the said *John Frederick Duke of Dorset*, and Failure of Issue Male of his Body, of the proper Authority of the said *George Lord Viscount Sackville*, and without such Consent, by Deed or Will executed as therein mentioned, to revoke all or any of the Uses and Estates therein-before limited or declared, concerning the same Premises or any Part thereof, and by the same Deed or Deeds, or Will, or any other Deed or Deeds executed as therein mentioned,

to limit and appoint such other Estates and Uses concerning the said Premises, or any Part thereof, the Uses whereof should be so revoked, as to him the said *George* Lord Viscount *Sackville* should seem meet: And whereas the said *George* Lord Viscount *Sackville* departed this Life in or about the Month of *August* in the Year One thousand seven hundred and eighty-five, without having revoked any of the Uses or Estates limited or declared by the said last recited Indenture of Release concerning the Premises therein comprized, or any Part thereof, pursuant to the Power in that Behalf therein contained, leaving his Two Sons the said *Charles* Lord Viscount *Sackville* and *George Germain* him surviving, and no other Issue Male: And whereas the said *Charles* Lord Viscount *Sackville* and *George Germain* are both Bachelors: And whereas the said *Thomas Walley Partington* departed this Life in or about the Month of *March* in the Year One thousand seven hundred and ninety-one, leaving his Co-trustee the said *Thomas* Lord *Walsingham* him surviving: And whereas the said *John Frederick* Duke of *Dorset* intermarried with *Arabella Diana Cope* on or about the Fourth Day of *January* One thousand seven hundred and ninety, and departed this Life in or about the Month of *July* in the Year One thousand seven hundred and ninety-nine, leaving *George John Frederick* Duke of *Dorset*, now an Infant, his only Son and Heir at Law, by *Arabella Diana* Duchess of *Dorset*, his late Wife him surviving, and having by his last Will and Testament in Writing, bearing Date the Twenty-eighth Day of *March* in the Year One thousand seven hundred and ninety-six, appointed the said *Arabella Diana* Duchess of *Dorset* the Guardian of his said Son: And whereas the said *Arabella Diana* Duchess of *Dorset*, some Time in the Month of *April* in the Year One thousand eight hundred and one, intermarried with and is now the Wife of the Right Honourable *Charles* Lord *Whitworth*: And whereas the Premises comprized in, and conveyed, limited, and assured by the said several recited Indentures respectively, and which are more particularly mentioned and described in the Schedule to this Act annexed, consist chiefly of Messuages and other Buildings, many of which are very ancient and in a very decayed State, and as the putting and maintaining them in good and tenantable Repair must be attended with a very great and heavy Expence, it would be a great Benefit and Advantage to the said *Charles* Lord Viscount *Sackville*, and other the Persons beneficially interested in Remainder, under the Limitations respectively contained in the said several recited Indentures of Release, if the same Premises were vested in Trustees, freed and discharged from the Uses and Trusts declared thereof by the same Indentures, in Trust to be sold, and the clear Monies thence arising laid out, under the Direction of the High Court of Chancery, in the Purchase of other Estates, to be settled to the same Uses as the Estates so sold: But inasmuch as by Reason of the Limitations contained in the said several Indentures of Release, the same cannot be effected without the Aid and Authority of Parliament; wherefore Your Majesty's most dutiful and loyal Subjects the said *Charles* Lord Viscount *Sackville*, and *George Germain*, and the said *William Henry Cavendish* Duke of *Portland*, and *Charles Arbuthnot*, and the said *Thomas* Lord *Walsingham*, and also the said *Charles* Lord *Whitworth*, and *Arabella Diana* Duchess of *Dorset*, by and on the Behalf of the said *George John Frederick* Duke of *Dorset* the Infant, 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,

[Loc. & Per.]

II F

That

Premises
vested in Truf-
tees, in Trust
to be sold.

That from and immediately after the passing of this Act, all those the said Messuages, or Tenements, Burgages, Lands and Hereditaments, situate, lying and being in the said Borough or elsewhere, within the said Parish of *East Grinstead*, in the said County of *Suffex*, and comprized in the said several recited Indentures of Lease and Release, or any of them, and more particularly mentioned and described in the said Schedule to this Act annexed, with their and every of their Rights, Members, and Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof, shall be vested in and settled upon, and the same are hereby vested in and settled upon the Right Honourable *Peter Lord Gwydir*, and *Henry James Bouverie*, of *Edward Street, Portman Square*, in the County of *Middlesex*, Esquire, their Heirs and Assigns, to the Use of them the said *Peter Lord Gwydir* and *Henry James Bouverie*, their Heirs and Assigns, for ever, freed and absolutely acquitted, exonerated and discharged of and from all and singular the Uses, Estates, Trusts, Intails, Powers, Provisoos, Declarations and Agreements, in and by the said several recited Indentures of Lease and Release limited, expressed, declared and contained, of and concerning the same respectively, or any Part or Parts thereof; but nevertheless upon Trust that they the said *Peter Lord Gwydir* and *Henry James Bouverie*, and the Survivor of them, and the Heirs and Assigns of such Survivor, do and shall, as soon as conveniently may be, with the Consent in Writing of the said *Charles Lord Viscount Sackville* during his Life, or in case of his Decease, then with the Consent in Writing of the Person or Persons who under the Limitations contained in the said several and respective recited Indentures of Release, would, if this present Act had not been made, have for the Time being been entitled to the actual Freehold in Possession of the said Messuages and other Hereditaments hereby vested and settled as aforesaid, if such Person or Persons shall be of full Age, but if under Age then with the Consent in Writing of his, her, or their Guardian or Guardians, during his, her, or their Minority or respective Minorities, make Sale and dispose of the said Messuages or Tenements, Burgages, Lands, and other Hereditaments hereby vested and settled as aforesaid, or any Part or Parts thereof, either together or in Parcels, and either by publick Auction or private Contract, unto any Person or Persons who shall be willing to become the Purchaser or Purchasers thereof, for the most Money that can be reasonably had or gotten for the same; and upon Payment into the Bank in Manner herein-after mentioned of the Purchase Money for which the same Hereditaments, or any Part or Parts thereof, shall be so sold, do and shall convey and assure the same Hereditaments so to be sold and disposed of as aforesaid, unto and to the Use of the Purchaser or Purchasers of the same Hereditaments, his, her, or their Heirs and Assigns, or as he or they shall direct or appoint, freed and discharged as aforesaid.

Money to be
paid into the
Bank of
England.

II. And be it further enacted, That the Purchaser or Purchasers of the said Messuages or Tenements, Burgages and other Hereditaments, hereby made saleable as aforesaid, or any Part of the same, shall pay his, her, or their Purchase Money 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 “Estate, late of the said *George Lord Viscount Sackville* deceased,” pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign 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

Act of the Twelfth Year of the Reign of King *George* the Second, Chapter the Twenty-fourth.

III. And be it further enacted, That the Certificate or Certificates of the said Accountant General, together with the Receipt or Receipts of One of the Cashiers of the Bank of *England*, thereto annexed and therewith filed in the Register Office of the said Court of Chancery, of the Payment into the Bank of *England*, by the Purchaser or Purchasers of the Hereditaments hereby authorized to be sold, or any of them or any Part thereof, of his, her, or their Purchase Money, shall from Time to Time and at all Times be a good and sufficient Release and Discharge to such Purchaser or Purchasers, and his, her, or their Heirs, Executors, Administrators, and Assigns respectively, for so much of the said Purchase Money for which such Certificate or Certificates, and such Receipt or Receipts, shall be so given; and after filing such Certificate or Certificates, such Purchaser or Purchasers, and his, her, or their Heirs, Executors, Administrators, and Assigns, shall be absolutely and for ever freed and discharged of and from the same Purchase Money, and shall not be answerable or accountable for any Loss, Misapplication, or Nonapplication thereof, or of any Part thereof.

The Receipt of the Cashier of the Bank of *England*, to be a good Discharge to Purchasers.

IV. And be it further enacted, That the Money arising from such Sale or Sales as aforesaid, after deducting such Costs, Charges, and Expences as herein-after mentioned, shall, upon a Petition to be preferred to the said Court of Chancery, in a summary Way, by the said *Charles* Lord Viscount *Sackville*, during his Life-time, or in case of his Decease by the Person or Persons who, under the Limitations contained in the said recited Indentures of Release, would for the Time being, if this Act had not been made, have been beneficially entitled in Possession to the said Messuages or Tenements, Burgages and Hereditaments hereby made saleable as aforesaid, if such Person or Persons shall be of full Age, but if under Age then by his, her, or their Guardian or respective Guardians, during his, her, or their Minority or respective Minorities, and under the Direction of the said Court, be laid out and invested in the Purchase or Purchases of other Messuages, Lands, Tenements, and Hereditaments of Inheritance, to be situate in *England* or in *Wales*, or both; and the Messuages, Lands, Tenements, and other Hereditaments so to be purchased shall, immediately upon or after the Purchase of the same, be, under the like Direction of the said Court, conveyed, assured, and settled to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Limitations, and Declarations which under and by virtue of the said recited Indentures of Lease and Release were, previously to the passing of this Act, subsisting or capable of taking Effect, of or in the said Messuages or Tenements, Burgages and other Hereditaments, hereby vested in the said *Peter* Lord *Gwydir*, and *Henry James* *Bouverie*, and their Heirs, or such of the same Uses, Trusts, Intents, Purposes, Powers, Provisoos, Limitations, or Declarations as shall be then subsisting, undetermined, and capable of taking Effect.

Monies arising from Sale, to be laid out in the Purchase of other Hereditaments.

V. And be it further enacted, That in the mean Time and until the Money arising from the said Sale or Sales shall be invested in such Purchase or Purchases as aforesaid, the same shall from Time to Time be laid out, under the Direction of the said Court of Chancery, in the Purchase of Navy or Victualling Bills, or Exchequer Bills, and the Interest arising from

And until Monies shall be laid out in the Purchase of Lands, the same shall be invested in

Navy, Victu-
alling, or Ex-
chequer Bills.

from the Money so laid out in the said Navy or 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, Victualling, or Exchequer Bills; and all the said Navy, Victualling, or 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 a Petition setting forth such Approbation, to be preferred to the said Court in a summary Way, by or on the Behalf of the Person or Persons for the Time being entitled to the Rents and Profits of the Hereditaments so to be purchased, be ordered to be sold by the said Accountant General for the completing such Purchase or Purchases hereby authorized to be made as aforesaid, in such Manner as the said Court shall think just and meet; and if the Money arising by the Sale of any such Navy, Victualling, and Exchequer Bills, shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then and in such Case only the Surplus which shall remain shall be paid to such Person or Persons respectively as would have been entitled to the Rents and Profits of the Hereditaments directed to be purchased, in case the same had been actually purchased in pursuance of this Act, or to the Representative of such Person or Persons as Part of his, her, or their personal Estate.

Costs of Act,
&c. are to be
settled by the
Court of
Chancery.

VI. And be it further enacted, That it shall be lawful for the said Court of Chancery from Time to Time to make such Order as the said Court shall think expedient or reasonable, for allowing, taxing, and settling all Costs, Charges, and Expences which have been or shall be incurred in obtaining and passing this Act, and in making the several Applications to the said Court in pursuance thereof, and in making and completing the Sales and Purchases hereby authorized to be made, or otherwise in carrying into Execution the Trusts and Purposes of this Act; and also from Time to Time to make Orders for the Payment of all such Costs, Charges, and Expences as aforesaid, out of the Monies which shall arise from any Sale or Sales of any Messuages, Lands, Tenements, or Hereditaments under this Act, and which shall be so paid into the Bank as aforesaid, or out of the Monies arising by the Sale of the said Navy, Victualling Bills, or Exchequer Bills, so to be purchased as aforesaid.

Until Sale,
Rents to be
received by
the Persons
for the Time
being entitled
to the same.

VII. And be it further enacted, That in the mean Time and until such Sale or Sales as aforesaid shall be made of the said Hereditaments hereby made saleable as aforesaid, the said *Peter Lord Gwydir* and *Henry James Bouverie*, and the Survivor of them, his Heirs and Assigns, shall permit the Rents and Profits of the same Hereditaments to be had, received, and taken by the Person or Persons who would be entitled to the same in case this Act had not been made.

Appointment
of new Truf-
tees.

VIII. Provided always, and it is hereby further enacted, That if the said *Peter Lord Gwydir* and *Henry James Bouverie*, or either of them, or any Trustee or Trustees who shall be appointed in the Stead of them or either of them, as herein-after mentioned, or their or any of their Heirs or Assigns shall die, or be desirous to be discharged from, or become incapable to act in the Trusts hereby created, at any Time before the same Trusts shall be fully executed or performed, then and in every such Case it shall be

lawful for the said Court of Chancery, upon a Petition to be presented in a summary Way by the said *Charles* Lord Viscount *Sackville*; or by the Person or Persons who for the Time being, in case this Act had not been made, would have been entitled as herein-before is mentioned, if such Person or Persons shall be of full Age, but if under Age, then by his, her, or their Guardian or Guardians during his, her, or their Minority or respective Minorities, to appoint the Person or Persons to be proposed in the said Petition, or any Person or Persons named by the said Court to be a Trustee or Trustees in the Place of the Trustee or Trustees so dying or desiring to be discharged, or becoming incapable to act as aforesaid; and thereupon the said Messuages or Tenements, Burgages, Lands, and Hereditaments, or such of them as shall from Time to Time remain unsold, shall with all convenient Speed be conveyed and transferred so and in such Sort and Manner as to become legally and effectually vested in such new Trustee or Trustees, solely or jointly with the surviving or continuing Trustee or Trustees, as the Circumstances of the Case shall require, upon the Trusts and for the Intents and Purposes herein-before expressed and declared of and concerning the same, or such of them as shall be then subsisting or capable of taking Effect, and that such new Trustee or Trustees shall to all Intents, Effects, Constructions, and Purposes whatsoever, have all the Powers and Authorities of the Trustee or Trustees in whose Room he or they shall be so substituted or appointed.

IX. Provided always, and be it further enacted, That none of the said present or future Trustees of this Act shall be answerable or accountable for the other or others of them, or for involuntary Losses, and that by and out of any Money which shall come to their or his Hands or Hand, by virtue of any of the aforesaid Trusts, it shall be lawful for them and him to retain to and reimburse themselves and himself respectively all the Costs, Charges, and Expences which they or he may respectively incur or sustain in carrying the Trusts of this Act into Execution, and not herein particularly provided for.

Indemnity to Trustees.

X. Saving always to the King's most Excellent Majesty, and to His Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, and his, her, and their Heirs, Successors, Executors, and Administrators, (other than and except the said *Charles* Lord Viscount *Sackville* and his first and other Sons, and the Heirs Male of the Body and Bodies of such Son and Sons respectively, and the said *George* *Germain* and his first and other Sons, and the Heirs Male of the Body and Bodies of such Son and Sons respectively, and the Heirs Male of the Body of the said *George* Lord Viscount *Sackville* deceased, and the said several Trustees of the said recited Indentures and every of them, and their respective Heirs and Assigns, and also the said *George* *John* *Frederick* Duke of *Dorset* the Infant, and the Heirs Male of his Body, and also the right Heirs of the said *George* Lord Viscount *Sackville*, and all and every other Person and Persons whomsoever, having or claiming or who shall hereafter have or claim any Estate, Right, Title or Interest, in, to, or out of the said Messuages and other Hereditaments hereby vested and settled as herein-before mentioned, or any Part thereof, under or by virtue of the said several recited Indentures or any of them, or having or claiming, or who shall have or claim the same solely as a Trustee or Trustees for all or any of the Parties beneficially interested under or by virtue of the same Indentures, or any

General Saving Clause.

of them); all such Estate, Right, Title, Interest, Claim, and Demand whatsoever of, in, to, or out of the same Messuages and other Hereditaments, and every Part thereof, as they, every, or any of them had before the passing of this Act, or could have had, held, or enjoyed in case this Act had not been made.

Act to be
printed by the
King's Prin-
ter.

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

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The SCHEDULE to which the foregoing Act refers.

DESCRIPTIONS.	TENANTS NAMES.	Annual Rent, from Lady Day, 1811.
		£ s. d.
A Dwelling House and Out House, and the Use of the Yard behind the same, in common with other Tenants, being the first House on the South Side of the Town, at the East End - - - - -	William Ellis - - - - -	12 0 0
A House, Slaughter House, and Stable, Garden and Orchard, divided into Two, lying behind them - - - - -	Late James Saunderson, now ----- Avery, a Butcher -	25 0 0
A House and Garden, with the Appurtenances - - - - -	Mary Smith - - - - -	12 0 0
A House, Out House, Stable, and Garden	Ruffel Hall - - - - -	10 0 0
A House or Tenement - - - - -	Richard Elphick - - - - -	5 0 0
A House and Garden - - - - -	Maurice Halford Barrow -	30 0 0
The Inn called The Dorset Arms, with Out Houses, Stables, Yard, and Garden -	----- Elliott, Widow -	30 0 0
A House, Out Houses, Yard, and Garden	Mr. George Bankin - - - - -	18 0 0
A small Piece of Ground, called a Portland	Ditto - - - - -	2 0 0
A House, Yard, and Garden - - - - -	Richard Thomas - - - - -	12 12 0
A House (formerly called The Star), Out House, Yard, and Garden, with the Use of a Way or Passage through the Yard of the House adjoining, West - - - - -	Robert Batchelor, late Francis Meads - - - - -	12 0 0
A House, Out Houses, Yard and Garden -	William Turner - - - - -	15 0 0
A House and Yard - - - - -	(late John Goldsmith's) -	7 0 0
A House, Yard, and Garden - - - - -	Sarah Huggett - - - - -	12 0 0
A House, Yard, and Garden - - - - -	William Ifard - - - - -	12 0 0
A House, Out House, Yard, and Garden	Mr. Robert Thompson -	15 0 0
Part of a Messuage and Butcher's Shop, North Side of Middle Row - - - - -	Richard Alcock - - - - -	9 0 0
Other Part of Ditto, South Side of Ditto -	John Ruffell - - - - -	7 0 0
The Crown Inn, with Out Houses, Stables, Yard, Garden, and Bowling Green -	William Paine - - - - -	30 0 0
A Moiety of a Messuage adjoining Eastward to the Crown Inn - - - - -	Robert Ashford - - - - -	3 10 0

DESCRIPTIONS.	TENANTS NAMES.	Annual Rent, from Lady Day, 1811.
A new-built House, with the Use of the Yard and Part of the Garden, late Part of the Inn called The Dorset Head -	Late John Stenning, now ———— } -	£ s. d. 15 0 0
D ^o - D ^o other Part of D ^o -	—— Herring (late Penfold) -	15 0 0
D ^o - D ^o other Part of D ^o -	Miss Love - - -	15 0 0
D ^o - D ^o remaining Part of D ^o -	Reverend S. Bostock - - -	15 0 0
A House, Out House, Yard, and Garden -	James Serles - - -	8 0 0
D ^o - - D ^o - - - -	George Wood - - -	7 0 0
A House, Out House, Garden, Orchard, and Field, together near Three Acres, on the West Side of Grinstead Common -	Late Sir Robert Stuart, now untenanted, valued at -	20 0 0
Divers Fields, called Chequer Friday and Hips Meads - - - -	William Payne, held with the Crown Inn at £72, of which the Land is valued at	42 0 0
A small Field or Clofe, lately used as a Timber Yard - - - -	Mary Smith - - -	3 3 0
A House called The Pigeon House, in Two Tenements, and a small Garden -	Abraham Roakes and Thomas Edwards - -	5 0 0
Two Fields, called The Pigeon House and Play Fields, about Four Acres and an Half	Rev. Stileman Bostock -	12 15 0
A Field, late Part of the Common, lying on the East Side of the Road from London, about Fifteen Acres - - - -	John Stenning - - -	18 15 0
Several small Pieces of Land, partly inclosed, and partly uninclosed, lying on the West Side of the London Road - - - -	Robert Ashford Robert Tidy —— Lowdell Thomas Taylor Thomas Cumber —— Smith Robert Wood —— Hubball Thomas Simmons Thomas Smith John Simmons Mrs. —— Ellman John Stenning, and others, at several yearly Rents, amounting in all to about - -	12 0 0
		£467 15 0

Edward Boodle.