



ANNO QUINQUAGESIMO SECUNDO

GEORGIUM III. REGIS.



Cap. 203.

An Act for vesting the devised Estates of *John Price* Esquire, deceased, in Trustees, upon Trust to sell certain Parts thereof, and out of the Purchase Money to discharge a Mortgage Debt due to the Representatives of *Charles Gore* Esquire, deceased, and to lay out the Residue, under the Directions of the High Court of Chancery, in the Purchase of other Estates, and to stand seised of and convey the Estates to be so purchased, as well as those remaining unfold, to the Uses of the said *John Price's* Will. [18th July 1812.]

WHEREAS by Indentures of Lease and Release, bearing Date respectively the Ninth and Tenth Days of *September* One thousand seven hundred and ninety, and made between *Charles Gore*, formerly of *Divannor House* in the Parish of *Llanbister* in the County of *Radnor*; Esquire, since deceased, of the One Part, and *John Price* of the Parish of *Llanbadarn Vaur* in the said County of *Radnor*, Esquire, since also deceased, of the other Part; the Manor or Lordship of *Gollon*, and all that capital Messuage and Tenement, with the Appurtenances, called by the Name of *Divannor*, situate in the said Parish of *Llanbister*, and certain other Messuages or Tenements, Cottages, Lands, Woods, and Hereditaments, situate in the several Parishes of *Llanbister* aforesaid, and *Llanbadarn Vyndd* otherwise *Llanbadarn Vynnydd*, *Llande-*

Indentures of Lease and Release, dated 9th and 10th of September 1790.

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wey, *Istradenny, Saint Harmon, Dissertb* and *Nantmell*, in the said County of *Radnor*, with the Appurtenances, were conveyed, limited and assured, to the Use of the said *Charles Gore*, his Executors, Administrators and Assigns, for the Term of One thousand Years, without Impeachment of Waste, subject to the Proviso for Redemption therein-after contained; and after the Determination of the said Term, and subject thereto in the mean Time, as for and concerning the said capital Messuage and other Hereditaments and Premises, (except the said Manor of *Gollon*, and the Commons and Waste Grounds thereto belonging, and the Soil of a certain Wood called *Divannor Wood*), to the Use of the said *John Price*, his Heirs and Assigns for ever; and as for and concerning the said Manor of *Gollon*, and other the said excepted Premises, to the Use of the said *John Price*, his Heirs and Assigns, for ever, upon Trust, yearly to answer and pay unto *Jonathan Field* Esquire, therein named, his Heirs and Assigns, One equal Third Part of the clear yearly Quit Rents, and other Rents, Fines, Heriots, incidental and other Profits, which should arise from the said Manor, Common and Waste Grounds; and also upon Trust, when and so soon as the Commons or Waste Grounds, or any Part thereof, should with the mutual Consent of the said *John Price*, his Heirs or Assigns, and of the said *Jonathan Field*, his Heirs or Assigns, be inclosed, to execute at the Request of the said *Jonathan Field*, his Heirs or Assigns, but at the equal Costs and Charges of both of them, their Heirs or Assigns, a Grant and Release of One full and equal Third Part of all such Commons or Waste Grounds as should be inclosed as aforesaid, unto and to the Use of the said *Jonathan Field*, his Heirs and Assigns, to be held and enjoyed by him and them in severalty for ever; and also upon Trust to pay unto the said *Jonathan Field*, his Heirs and Assigns, One full Third Part of all the clear Profits which should arise from or on account of the said Wood called *Divannor Wood*, the said *John Price*, his Heirs and Assigns, retaining the other Two Third Parts of the said clear yearly Quit Rents, and other Rents, Heriots, incidental and other Profits of the said Manor, Commons and Waste Grounds, and remaining seised to his and their own Use of Two full and equal Third Parts of all such Commons or Waste Grounds as should be so inclosed as aforesaid; and also retaining to his and their own Use the other Two Third Parts of the clear Profits arising from the said Wood called *Divannor Wood*; and in the said Indenture of Release is contained a Proviso for Cesser of the said Term of One thousand Years, upon Payment by the said *John Price*, his Heirs, Executors, or Administrators, unto the said *Charles Gore*, his Executors, Administrators or Assigns, of the Sum of Sixteen thousand Pounds, on the Tenth Day of *September* One thousand eight hundred, and lawful Interest for the same, payable Half-yearly in the mean Time: And whereas the said *John Price* being seised of or well entitled in Fee Simple to divers Messuages, Lands and Hereditaments, besides the said mortgaged Premises; and being also seised of or well entitled in Fee Simple to the said mortgaged Premises as herein-before mentioned, subject to the said Term of One thousand Years and Mortgage Debt; and being also possessed of or entitled to some Personal Estate, duly made and published his last Will and Testament in Writing, bearing Date the Tenth Day of *August* One thousand seven hundred and ninety-six, (executed and attested in such Manner as is by Law required for passing or devising Real Estates), and thereby gave and devised unto his Friends *Richard Morgan* of *Presteign*, in the County of *Radnor*, Gentleman, (since deceased),

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Will of John Price Esquire, dated 10th of August 1796.

Thomas Williams of the *Craige*, in the Parish of *Llandegley*, in the said County of *Radnor*, Gentleman; *Samuel Bowen* of the Parish of *Kesennylys*, and *Thomas Jones* of *Cs Hall*, in the Parish of *Llanyre*, in the said County of *Radnor*, Gentleman, and to the Survivor of them, all his the said Testator's Manors, Messuages, Lands, Tenements and Hereditaments situate in the County of *Radnor*, or elsewhere in the Kingdom of *Great Britain*, together with all his the Testator's Personal Estate of every Sort and Kind, upon Trust that they should, as soon as might be after his Decease, cause an Inventory and Account to be taken of his Goods, Chattels and Effects, Stock and Crop on the Farm in his Possession, and sell the same at the best Price, and get in and receive the Monies due to him from any Person or Persons whomsoever; and the Monies arising therefrom to apply in the first Place in the Payment of his Debts and Funeral Expences, and then to pay and discharge certain Legacies therein mentioned, amounting together to Two hundred and ninety Pounds; and the said Testator directed that his said Trustees should, out of the Rents and Profits of his Estates in the Parish of *Llandegley* in the said County of *Radnor*, raise and pay the following Annuities; (that is to say), an Annuity of Ten Pounds unto *Jane Price*, his Servant, during her natural Life; an Annuity of Five Pounds unto *John Luntley* (since deceased) during his natural Life; and an Annuity of Three Pounds to his Cousin *Elizabeth Bowen* of *Builth*, in the County of *Brecon*, (since deceased), during her Life, the same Annuities to be respectively paid Half-yearly, and in a rateable Proportion up to the Day of the Decease of the several Persons entitled thereto; and as to the Residue of the Rents, Issues and Profits of his said Real Estates in the County of *Radnor* or elsewhere, the Testator directed the same should be applied in the first Place towards Payment of all such Sums of Money as might be due and owing from him to the said *Charles Gore*; and that after such Payment, his said Trustees and Executors should place out the Monies accruing from such Rents as well as the other Parts of his Personal Estate in Government or other good Security or Securities on landed Property, as they should think most proper, upon the Trusts after-mentioned; and as to the Freehold and Inheritance of the said Manors, Messuages, Lands and Hereditaments, the said Testator declared, that the same were devised to the said *Richard Morgan*, *Thomas Williams*, *Samuel Bowen* and *Thomas Jones*, and to the Survivors and Survivor of them, and to the Heirs of such Survivor, in Trust to and for the Use of his the Testator's Daughter, *Mary Ann Severn* (now the Wife of *John Cheesment Severn* of *Penyclawdd*, in the said County of *Radnor*, and of *Lincoln's Inn*, in the said County of *Middlesex*, Esquire, then *Mary Ann Price*), and in the said Will mentioned to be living with him the Testator, and to be of the Age of Three Years or thereabouts, to hold unto and to the Use of the said *Mary Ann Severn*, for and during the Term of her natural Life, without Impeachment of Waste; with Remainder from and after her Decease unto the said *Richard Morgan*, *Thomas Williams*, *Samuel Bowen* and *Thomas Jones*, and their Heirs, upon Trust to preserve the contingent Remainders therein-after limited from being defeated and destroyed; with Remainder to the Use of the First Son of the Body of the said *Mary Ann Severn* lawfully to be begotten, in Tail Male; with Remainder to the Use of the Second, Third, Fourth, and all and every the Sons of the Body of the said *Mary Ann Severn* lawfully to be begotten, severally and successively in Tail Male; with Remainder to the Use and Behoof of all and every the Daughter

and Daughters of the Body of the said *Mary Ann Severn* lawfully begotten, in Tail Male, as Tenants in common; with Remainder to the Use of *Evan Evans*, Son of *Evan Evans* of *Noyadd*, in the Parish of *Cwmytoyddwr*, in the said County of *Radnor*, Gentleman, deceased, for his Life, without Impeachment of Waste; with Remainder to the Use of the First and other Sons of the Body of the said *Evan Evans* lawfully to be begotten, severally and successively in Tail Male; with Remainder to the Use of all and every the Daughter and Daughters of the said *Evan Evans* lawfully begotten, in Tail Male, as Tenants in common; with Remainder to the Use of *Samuel Evans*, another Son of the said *Evan Evans*, deceased, for his Life, without Impeachment of Waste; with Remainder to the Use of the First and other Sons of the Body of the said *Samuel Evans* lawfully begotten, severally and successively in Tail Male; with Remainder to the Use of all and every the Daughter and Daughters of the said *Samuel Evans* lawfully begotten, in Tail Male, as Tenants in common; with Remainder to the Use of *Thomas Evans*, another Son of the said *Evan Evans*, deceased, his Heirs and Assigns, for ever; and the said Testator declared his Will and Meaning to be, that his Trustees should have the Guardianship and Care of his said Daughter *Mary Ann Severn* during her Minority, and should apply and dispose of the Whole of his Personal Estate, and the Rents, Issues and Profits of his Real Estates, after the Payments and Charges therein-before mentioned, or such Part thereof as might be necessary towards her Maintenance and Education, in such Manner as they should think meet, until she arrived at the Age of Twenty-one Years or Day of Marriage, provided she should not contract Marriage before her Arrival at the Age of Twenty-one Years, without the Consent of his said Trustees first had in Writing, and such Marriage to be solemnized in the Kingdom of *England* or Dominion of *Wales*; but in case it should happen that the said *Mary Ann Severn* should contract Marriage, or intermarry with any Person without such Consent as aforesaid duly obtained, before she should have obtained her Age of Twenty-one Years, or should happen to die under that Age, leaving any Issue Male or Female living at the Time of her Decease, then the said Testator directed that the Personal Estate and Effects, Cash and Securities, which should be so laid out by his said Trustees in Manner aforesaid, and which should remain after the Payment of the several Charges aforesaid, should go to and be for the Benefit of such Issue, Male or Female, who should not be entitled to the Inheritance of the Manors, Messuages, Lands, Tenements and Hereditaments aforesaid, to be equally divided between them; but in case there should be no Issue then living of her the said *Mary Ann Severn*, then the said Testator directed, and he gave and bequeathed the said Personal Estate and Effects, Cash, and Securities aforesaid, unto the said *Evan Evans*, or such Person or Persons who might be next in Remainder of all and singular the Manors, Messuages, Lands, Hereditaments and Premises aforesaid, on such Marriage, without the Consent of his said Trustees and Failure of Issue as aforesaid; and the said Testator gave to his said Trustees Twenty Pounds each, for a Ring, and he nominated and appointed them the said *Richard Morgan*, *Thomas Williams*, *Samuel Bowen* and *Thomas Jones*, joint Executors of his said Will: And whereas the said Testator, in the Year One thousand seven hundred and ninety-eight, departed this Life without having altered or revoked his said Will, which was afterwards duly proved in the Prerogative Court of the Archbishop of *Canterbury*, by the said *Thomas Williams* and

Death of said
John Price in
1798.

and *Thomas Jones* only: And whereas by a Decree of the High Court of Chancery, made in a Cause wherein the said *Mary Ann Severn*, then *Mary Ann Price*, by *Edward Thomas*, her then next Friend, was Plaintiff, and the said *Thomas Williams*, *Samuel Bowen*, and *Thomas Jones*, (the said *Richard Morgan* being dead), and the said *Evan Evans*, *Samuel Evans*, *Thomas Evans*, *Jane Price*, *John Luntley*, and the said *Elizabeth Bowen* then *Elizabeth Powell* Widow, and also *Thomas Smith*, the Heir at Law of the said *John Price*, were Defendants, and bearing Date the Fifteenth Day of *December* One thousand eight hundred and six; it was decreed and declared, that the said Will of the said *John Price* was well proved, and the same was established, and the Trusts thereof were directed to be carried into Execution, and it was referred to Sir *William Weller Pepys* Baronet (then One of the Masters of the said Court of Chancery), to take the usual Accounts of the Personal Estate, and the Debts, Funeral, and Testamentary Expences and Legacies of the said Testator, and also of the Rents and Profits of his said Real Estates, and the usual Directions were thereby given for the Creditors of the said Testator to come in to prove their Debts, and for applying the said Testator's Personal Estate in a due Course of Administration, and in pursuance of such Decree, the several Accounts thereby directed have been taken, and the Funeral and Testamentary Expences of the said Testator, and his Legacies and Debts, except the said Mortgage, have been paid and satisfied, but the Personal Estate of the said Testator being inconsiderable, the same and the Rents and Profits of his Real Estates, have extended to keep down the Interest and a small Portion only of the said principal Mortgage Debt; and since their Intermarriage herein-after mentioned, the said Suit hath been duly revived by the said *John Cheesment Severn* and *Mary Ann* his Wife: And whereas the said *John Cheesment Severn* hath lately intermarried with the said *Mary Ann Severn* his Wife, with the Consent and Approbation of her said Father's Trustees, and of the said Court of Chancery, and having previously and in Contemplation of such Marriage, and with the Approbation of the said Court, executed certain Indentures of Lease and Release, bearing Date respectively the Twenty-second and Twenty-third Days of *December* One thousand eight hundred and eleven, the Release being made between the said *John Cheesment Severn* of the First Part; the said *Mary Ann Severn* (then *Mary Ann Price*) of the Second Part; the said *Thomas Williams*, *Samuel Bowen*, and *Thomas Jones*, of the Third Part; *Percival Lewis* of *Downton* in the said County of *Radnor*, Esquire, and *Robert Robbins* of *Lincoln's Inn*, in the County of *Middlesex*, Gentleman, of the Fourth Part; and *Thomas Ponton* the younger of *Halfmoon Street, Piccadilly*, in the said County of *Middlesex*, Esquire, and *Spencer Newcomb Meredith* of *Lincoln's Inn* aforesaid Gentleman, of the Fifth Part; by Way of Settlement, and whereby he conveyed a considerable Real Estate in the said County of *Radnor*, to the said *Percival Lewis* and *Robert Robbins*, and their Heirs (amongst other Uses), to the Use of the said *Thomas Ponton* and *Spencer Newcomb Meredith*, their Executors, Administrators, and Assigns, for the Term of One thousand Years, upon Trust for raising Portions for the younger Children of the said Marriage; (that is to say), if but one younger Child, then the Sum of Five thousand Pounds, and if Two or more younger Children, then the Sum of Eight thousand Pounds, for the Portions of such younger Children, there being no Provision made in the said Will of the said *John Price* for the younger Children of the said *Mary Ann Severn*; and

[Loc. & Per.]

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Decree of the Court of Chancery in a Cause entitled *Price v. Williams*, dated 15th of December 1806.

Marriage Settlement of *John Cheesment Severn* Esquire, and *Mary Ann* his Wife, dated 22d & 23d December 1811.

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in the said Settlement is contained a Covenant on the Part of the said *John Cheesment Severn*, that the yearly Sum of One hundred Pounds, out of the Rents and Profits of the said Testator *John Price's* Real Estates should be settled by way of Pin Money for the separate Use of the said *Mary Ann Severn* during her Coverture: And whereas the said *Charles Gore* hath some Time since departed this Life, having previously made and published his last Will and Testament in Writing, bearing Date the Eighteenth Day of *May* One thousand eight hundred and three, whereby he gave all his Fortune, Real or Personal Estate and Effects which he might die possessed of, to *Emily Gore* his Daughter, subject to the Payment of certain Legacies or Sums of Money, by his said Will and certain Codicils thereto given and bequeathed; and he appointed the said *Emily Gore* and *John Kipling* Esquire, one of the Six Clerks of the Court of Chancery, Executrix and Executor of his said Will, which the said *John Kipling* alone hath duly proved in the Prerogative Court of the Archbishop of *Canterbury*: And whereas there being no Prospect of the speedy Payment of the said Mortgage Debt due to the Estate of the said *Charles Gore* deceased, under the Trusts of the said *John Price's* Will, the said *John Kipling* and *Emily Gore* in the Year One thousand eight hundred and nine, filed their Bill in the High Court of Chancery, against the said *Thomas Williams*, *Samuel Bowen*, and *Thomas Jones*, and the said *Mary Ann Severn* (then *Mary Ann Price*), *Evan Evans*, *Samuel Evans*, *Thomas Evans* and *Thomas Smith*, for a Foreclosure of the Equity of Redemption of and in the said mortgaged Premises; and by a Decree made in the same Cause, bearing Date the Eighth Day of *March* One thousand eight hundred and eleven, it was ordered that it should be referred to Mr. *Harvey* (one of the Masters of the said Court), to take an Account of what was due to them, the said last named Plaintiffs as Executors of the said *Charles Gore* deceased, for Principal and Interest of the aforesaid Mortgage Debt or Sum of Sixteen thousand Pounds, under and by virtue of the aforesaid Mortgage made to the said *Charles Gore*, and to tax their Costs of that Suit; and upon the Defendants thereto, or any of them paying to the said Plaintiffs what should be reported due to them accordingly, within Six Months after the said Master should have made his Report, at such Time and Place as the said Master should appoint, it was ordered, that the Plaintiffs in the last-mentioned Suit should re-assign the said mortgaged Premises free from all Incumbrances done by them or any Person claiming under them, and deliver up all Deeds and Writing in their Custody or Power relating thereto, to the said last-named Defendants therein, or such of them as should redeem the Premises; but in Default thereof the said last-named Defendants were from thenceforth to stand absolutely debarred and foreclosed of and from all Right, Title, Interest and Equity of Redemption, of, in, and to the said mortgaged Premises; but no farther Proceedings have been since had in such last-mentioned Suit: And whereas there is no Issue of the Bodies of the said *Mary Ann Severn*, *Evan Evans*, and *Samuel Evans*, the several Tenants for Life in the said Will of the said *John Price* named, or of the Body of either of them: And whereas the said *John Luntley* departed this Life on or about the Seventh Day of *January* One thousand eight hundred and six, and the said *Elizabeth Bowen* departed this Life on or about the Twenty-ninth Day of *December* One thousand eight hundred and six, and the said *Richard Morgan* departed this Life on or about the Twenty-third Day of *April* One thousand seven hundred and ninety-seven: And whereas the said Manor, Lands,

Lands, and Hereditaments, comprized in the said Term of One thousand Years, and charged with the Payment of the said Mortgage Debt or Sum of Sixteen thousand Pounds and Interest, (and for the Foreclosure of which Estates such Decree has been made as aforesaid), are of great Value, and would produce, (if sold), after satisfying the said *Jonathan Field's* Claims on the said Manor, much more than sufficient to answer and pay the said Mortgage Debt, in respect of which Debt there is now due the Principal Sum of Fourteen thousand eight hundred and seventy-three Pounds Five Shillings and Two-pence, together with the accruing Interest from the Twenty-ninth Day of *October* One thousand eight hundred and eleven, and the said *John Kipling* and *Emily Gore* have consented and agreed to forbear proceeding under the said Decree for Foreclosure, provided there were a Prospect of a speedy Payment of their Demands in respect of their said Mortgage as aforesaid: And whereas the said mortgaged Estate and Premises being worth much more than the said Mortgage Debt as aforesaid, it would be of great Advantage to the said *John Cheesment Severn* and *Mary Ann* his Wife, *Evan Evans*, *Samuel Evans*, and *Thomas Evans*, and to such of the Issue of them the said *John Cheesment Severn* and *Mary Ann* his Wife, *Evan Evans*, and *Samuel Evans*, as may become entitled in Remainder, under the Limitations contained in the said Will of the said Testator *John Price*, if the said Manor of *Gollon*, with its Rights, Members, and Appurtenances, and also the said capital and other Messuages, Lands, and Hereditaments charged with the said Mortgage Debt or a competent Part thereof, or some other Parts or Parcels of the Real Estates of the said Testator *John Price* deceased, which should appear to be more proper to be disposed of were sold, for the Purpose of paying off and discharging the Money remaining due upon or in respect of the said Mortgage Debt as aforesaid, or for discharging so much of the said Principal Sum of Sixteen thousand Pounds, as shall not appear to the said Court of Chancery to have been otherwise duly paid and satisfied: But by reason of the Equity of Redemption of the said mortgaged Premises, as well as the Rest of the Real Estates of the said Testator *John Price* being entailed and limited in strict Settlement by his said Will as aforesaid; and there being no Tenant in Tail in Existence, such Sale cannot be effected without the Authority of Parliament; and it so appearing to the said Court of Chancery, Leave hath been granted, under an Order made in the said First mentioned Cause on the Tenth Day of *February* One thousand eight hundred and twelve, that this present Application should be made to the Legislature for its Aid and Interposition in the Premises; wherefore Your Majesty's most dutiful and loyal Subjects, the said *John Cheesment Severn* and *Mary Ann* his Wife, *Evan Evans*, *Samuel Evans*, and *Thomas Evans*, 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

Estate vested
in Trustees to
be Sold, etc.

the said Manor of *Gollon*, with its Rights, Members, and Appurtenances, and all the Estate, Right and Interest late of the said *John Price* the Testator therein, and also all and singular the said capital and other Messuages, Lands, Tenements, and Hereditaments mentioned and comprized in the said Indentures of Lease and Release of the Ninth and Tenth Days of *September* One thousand seven hundred and ninety; and also all and singular other the capital and other Messuages, Tenements, Farms, Lands, Hereditaments, and Real Estates, late of the said *John Price* deceased, situate in the

said County of *Radnor* or elsewhere in the Kingdom of *Great Britain*, and which were in and by his said Will given and devised in Manner aforesaid, all which Premises are more particularly mentioned and set forth, with the yearly Rents thereof, in the Schedules hereunto annexed, together with all Outhouses, Barns, Stables, Buildings, Yards, Gardens, Woods, Underwoods, Ways, Paths, Passages, Waters, Watercourses, Commons, Sheepwalks, Easements, Profits, Rents, Advantages, Rights, Members, and Appurtenances whatsoever to the said Manor, Messuages, or Tenements, Lands and Hereditaments belonging or appertaining; and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits thereof, shall, from and immediately after the passing of this Act, (but subject and without Prejudice as to the Premises comprized in the said Indentures of Lease and Release of the Ninth and Tenth Days of *September* One thousand seven hundred and ninety, to the Payment of the said Mortgage Debt charged and secured thereon as aforesaid; and also without Prejudice to the Share, Rights, and Interests of the said *Jonathan Field*, his Heirs or Assigns, in the said Manor of *Gollon*, and its Rights, Members, and Appurtenances; and also without Prejudice to the said yearly Sum of One hundred Pounds, agreed to be charged upon a competent Part of the said devised Estates of the said *John Price*, for the separate Use of the said *Mary Ann Severn*, during the joint Lives of herself and the said *John Cheesment Severn*, as in their said Settlement of the Twenty-third Day of *December* One thousand eight hundred and eleven mentioned; and also without Prejudice to the said Annuity or Rent Charge of Ten Pounds, devised to the said *Jane Price* for her Life, by the said Will of the said Testator *John Price*, as aforesaid), shall be settled upon and vested in *Thomas Ponton* the younger, of *Halfmoon Street, Piccadilly*, in the County of *Middlesex* aforesaid, Esquire, and *Isaac Lloyd Williams* of *Lincoln's Inn*, in the County of *Middlesex* aforesaid, Esquire, and their Heirs and Assigns, to the Use of the said *Thomas Ponton* and *Isaac Lloyd Williams*, their Heirs and Assigns for ever, freed and absolutely exonerated and discharged of and from all and every the Uses, Trusts, and Estates limited or raised and created of and in the said Manor, capital and other Messuages or Tenements, Lands and Hereditaments, by the said Will of the said Testator *John Price* deceased, but nevertheless upon Trust that they the said *Thomas Ponton* and *Isaac Lloyd Williams*, and the Survivor of them or his Heirs, do and shall, with all convenient Speed, sell and dispose of the said Manor, Messuages, or Tenements, Lands, Hereditaments, and Premises mentioned and comprized in the said Indentures of the Ninth and Tenth Days of *September* One thousand seven hundred and ninety; and also the said other Messuages, Lands, and Hereditaments, so devised by the Will of the said *John Price* as aforesaid, or so much and such Part or Parts of all and singular the said Manor, Lands and Hereditaments, so vested in the said *Thomas Ponton* and *Isaac Lloyd Williams* and their Heirs, as shall be thought adviseable to be sold by public Sale or Auction or private Contract, and either Entire or in Parcels, making such Sale or Sales under the Directions of the High Court of Chancery, which Directions the said Court is hereby authorized to give upon Application from Time to Time, in a summary Way by Petition, by or on the Behalf of the said *John Cheesment Severn* and *Mary Ann* his Wife, or the said *Mary Ann Severn* alone, after his Decease, and after the Decease of the said *Mary Ann Severn* by Petition by or on the Behalf of the Person or Persons for the Time being entitled to the Possession of the Real Estates of the said *John Price* under his said Will, and such Directions

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may be given either by any general Order or Orders, or by such particular Order or Orders as the said Court of Chancery shall think fit to make from Time to Time; and upon Payment of the Monies for which such Manor, Messuages, Lands, and Hereditaments, or any Part or Parts thereof, shall be sold, into the Bank of *England* in the Manner herein-after mentioned, do and shall convey and assure the same unto and to the Use of the Purchaser or Purchasers thereof, and his, her, or their Heirs and Assigns, or as he, she, or they shall direct or appoint, freed, exonerated, and discharged as aforesaid: And upon further Trust that they the said *Thomas Ponton* and *Isaac Lloyd Williams*, or the Survivor of them or his Heirs, shall and do, by all proper and necessary Deeds and Assurances in the Law, convey, settle and assure the said Manor (if not sold) and all such and so many and such Part and Parts of the said Messuages, Lands, and Hereditaments so vested in them as aforesaid, as shall not be sold or disposed of in pursuance of this Act, to such and the same Uses, and upon and for such and the same Trusts, Ends, Intents and Purposes, and in such and the same Manner as the said Manor, Messuages, Lands, and Hereditaments, now immediately before the passing of this Act stand limited and settled in and by the said Will of the said *John Price*, or such of those Uses, Trusts, Ends, Intents and Purposes, as shall be then subsisting and capable of taking Effect.

II. And be it further enacted, That all and every the Sum and Sums of Money which shall arise from any Sale or Sales to be made in pursuance of this Act, shall be paid by the Person or Persons to whom such Sale or Sales shall be made into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, in Trust, in the said first mentioned Cause of *Price versus Williams*, to be placed to the said Accountant General's Account there *ex parte* the Purchasers of the settled Estates of *John Price Esquire*, 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 Order of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter the Twenty-fourth.

The Purchase Money to be paid into the Bank.

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 to be thereto annexed, and therewith filed in the Registers Office of the said Court of Chancery, of the Payment into the Bank of *England* by the Purchaser or Purchasers of any of the Hereditaments hereby authorized to be sold, of his or their Purchase Monies respectively, or of any Part or Parts thereof, shall from Time to Time be a good and effectual Discharge to such Purchaser or Purchasers, and to his or their Heirs, Executors, Administrators, and Assigns, for the said Purchase Monies, or so much thereof for which such Certificates and Receipts shall be respectively given; and after filing such Certificates and Receipts as aforesaid, such Purchaser or Purchasers shall be absolutely acquitted and discharged of and from the said Monies, and shall not be answerable or accountable for any Loss, Misapplication or Non-application thereof; neither shall any Purchaser or Purchasers, his, her, or their Heirs or Assigns, be obliged to enquire as to the Necessity of any such Sale or Sales so to be made in pursuance of this Act as aforesaid.

Certificate to be filed in the Court of Chancery, &c.

Purchase
Monies to be
applied under
the Direction
of the Court
of Chancery,
in Payment
of the Mort-
gage Debt.

IV. And be it further enacted, That the Monies arising by such Sale or Sales as aforesaid, shall be paid and applied by and under the Directions of the said Court of Chancery as aforesaid, in Satisfaction and Discharge of the said Sum of Fourteen thousand eight hundred and seventy-three Pounds Five Shillings and Two-pence, or so much of the said Principal Sum of Sixteen thousand Pounds, as shall not appear to the said Court of Chancery to have been already duly paid and satisfied.

Surplus
Monies to be
laid out in
Purchase of
other Estates.

V. And be it further enacted, That all the Surplus (if any) which shall remain of the Money to arise from such Sale or Sales as aforesaid, after Payment and Satisfaction of the said Mortgage Debt, and of the Expences of Sale and other incidental Expences and Costs herein-after mentioned, shall, upon Petition to the Court of Chancery in a summary Way as aforesaid, be laid out and invested in the Purchase or Purchases of other Freehold Lands, Tenements and Hereditaments, whereof not more than One Sixth Part shall be Copyhold, as shall be approved by the said Court of Chancery, and from and immediately after the making of such Purchase or Purchases, the Land, Tenements and Hereditaments so to be purchased, shall be conveyed, settled and assured to, upon and for such and so many of the Uses, Trusts, Limitations, Intents and Purposes, in and by the said Will of the said *John Price* limited and declared of and concerning the said Manor, Messuages, Lands and Hereditaments thereby devised, as shall be then subsisting and capable of taking Effect.

In the mean
Time to be
laid out in the
Purchase of
Navy and
other Bills.

VI. And be it further enacted, That all such Surplus Monies as aforesaid shall in the mean Time and until the same shall be invested in a Purchase or Purchases as aforesaid, be from Time to Time laid out by the said Accountant General in the Purchase of Navy, or Victualling or Transport Bills, or Exchequer Bills, and the Interest arising from the Money so laid out in the said Navy, or Victualling or Transport Bills, or Exchequer Bills, and the Money received for the same as they shall respectively be paid off by Government, shall be laid out in the Name of the said Accountant General, in the Purchase of other Navy or Victualling, or in Transport Bills, or Exchequer Bills, all which said Navy and Victualling Bills, and Transport and Exchequer Bills, shall be deposited in the Bank in the Name of the said Accountant General, and shall there remain until the same shall, upon Petition to be preferred in a summary Way as aforesaid, be ordered to be sold by the said Accountant General, for the completing any 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 or Transport, or Exchequer Bills, which shall have been purchased as aforesaid, shall exceed the amount of the original Purchase Money so laid out as aforesaid, then and in that Case only, the Surplus which shall remain shall be paid to such Person or Persons respectively as would have been entitled to receive the Rents and Profits of the Lands directed to be purchased, in case the same had been purchased pursuant to this Act, or to the Representatives of such Person or Persons.

Directions for
taxing and
Payment of
Costs of the
Act, &c.

VII. Provided always, and be it further enacted, That it shall be lawful for the High Court of Chancery from Time to Time to make such an Order upon Petition as aforesaid, as that Court shall think fit, for taxing all Costs, Charges, and Expences which shall have been incurred preparatory

to, and in and about soliciting and applying for, and obtaining and passing this Act, and in making the several Applications to the said Court of Chancery in pursuance thereof, and in and about making and completing the Sales of the Hereditaments hereby made saleable, and investing all or any of the Monies which under this Act shall be paid into the Bank of England, in the Purchase of Lands and Hereditaments, according to the Directions herein contained, or otherwise in carrying the Trusts and Purposes of this Act into Execution; and also from Time to Time to make an Order upon Petition as aforesaid, if to the same Court it shall seem fit, for Payment of all such Costs, Charges, and Expences as aforesaid, out of the Monies so paid into the Bank as aforesaid, or out of the Money arising by Sale of the Navy, Victualling, Transport, or Exchequer Bills to be purchased as aforesaid.

VIII. And be it further enacted, That in the mean Time until the said Manor, Messuages, or Tenements, Lands and Hereditaments hereby made saleable, shall be sold pursuant to the Directions herein before contained, they the said *Thomas Ponton* and *Isaac Lloyd Williams*, their Heirs and Assigns, shall permit and suffer the same Manor, Messuages, or Tenements, Lands and Hereditaments, to be held and enjoyed, and the Rents and Profits thereof to be received and taken, by such Person or Persons, as would have been entitled; or ought to have held and enjoyed, received and taken the same, in case this Act had not been made.

Until the Estates are sold, the Rents and Profits to be received by the Person entitled.

IX. And be it further enacted, That if the said *Thomas Ponton* and *Isaac Lloyd Williams*, or either of them, or any future Trustee or Trustees to be appointed in their or his Place as are herein after mentioned, shall die or be desirous to quit and be discharged from, or refuse or become incapable to act in the Trusts, Powers, and Authorities hereby in them reposed or vested as aforesaid by virtue of this Act, at any Time before the said Trusts, Powers, and Authorities shall be fully executed and performed, then it shall be lawful for the said High Court of Chancery, by an Order to be made in a summary Way, upon Application made for that Purpose by Petition, by or on Behalf of the said *John Cheesment Severn* and *Mary Ann* his Wife, during their joint Lives, and after the Decease of the said *John Cheesment Severn* by the said *Mary Ann Severn*, in case she shall survive him, and after the Decease of the said *Mary Ann Severn*, by Petition by or on Behalf of the Person or Persons who for the Time shall be entitled to the Possession of the Real Estates of the said *John Price* under his said Will, to nominate and appoint any other Person or Persons to be a Trustee or Trustees in the Place of the said *Thomas Ponton* and *Isaac Lloyd Williams*, or either of them, or any other Trustee or Trustees so dying, or being desirous to quit or be discharged from, or refusing or becoming incapable to act in the aforesaid Trusts; and that when and as soon as any new Trustee or Trustees shall be so nominated and appointed as aforesaid by the Court of Chancery, by an Order to be made in a summary Way upon Petition as aforesaid, all such Parts of the said Messuages, Tenements, Lands, and Hereditaments, hereby vested in the said *Thomas Ponton* and *Isaac Lloyd Williams*, their Heirs and Assigns as aforesaid, as shall then remain unfold or undisposed of pursuant to the Directions of this Act, be and become legally and effectually vested in such new Trustee, and the surviving or continuing Trustee, or in such new Trustees wholly as the Case may happen, upon and for the Trusts, Uses, Ends, Intents, and Purposes

Power for appointing new Trustees.

Purposes herein-before expressed and declared concerning the same, or such of them as shall be then existing undetermined and capable of taking Effect; and all and every such new Trustees and Trustee shall and may in all Things act in the Management and Execution of the Trusts and Authorities aforesaid, every or any of them, as fully as if they or he had been originally in and by this Act nominated and appointed Trustees or a Trustee for the Purposes aforesaid; any Thing herein-before contained to the contrary notwithstanding.

General
Saving.

X. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every Person and Persons, Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said *John Cheesment-Severn* and *Mary Ann* his Wife, *Evan Evans*, *Samuel Evans*, and *Thomas Evans*, and their Heirs, and also the said *Thomas Williams*, *Samuel Bowen*, and *Thomas Jones*, the Trustees in the said *John Price's* Will named, and their respective Heirs, and also the Sons and Daughters of the same *Mary Ann Severn*, *Evan Evans*, and *Samuel Evans*, lawfully to be begotten, and the Heirs Male of the Bodies of such Sons and Daughters respectively issuing), all such Estate, Right, Title, Interest, Property, Claim, or Demand whatsoever, in, to, or out of the said Manor, Messuages, or Tenements, Lands and Hereditaments, hereby vested and settled as aforesaid, or any Part thereof, as they, every, or any of them had before the passing of this Act, or could or might have had or enjoyed in case this Act had not been made.

Act to be
printed by
the King's
Printers.

XI. And be it further enacted, That this Act shall be printed by the several Printers to the King's most Excellent Majesty, duly authorized to print the Statutes of the United Kingdom, and a Copy thereof, so printed by any of them, shall be admitted as Evidence thereof by all Judges, Justices, and others.

The First Schedule referred to by the foregoing Act:
comprizing the Premises in the Mortgage.

NAMES of the TENANTS.	NAMES of the FARMS.	DESCRIPTION.	Quantity.	YEARLY RENTS.
		The Manor of Gollon, with its Rights, Members, and Appurtenances in the County of Radnor		— — —
			A. R.	£ s. d.
John Bywaters	Ceedrin	A Messuage, Outbuildings and Land	80	25 — —
Thomas Dyke	Llewyn Noyedd	Do.	370	94 — —
William Griffiths	Cwmhebag	Do.	50	13 — —
Richard Lloyd, Junr.	Beddagree	Do.	145	44 — —
Richard Lloyd, Sen.	Do.	Do.	118	32 — —
John Lloyd	Crofty Perthy	Do.	144	32 — —
John Lewis	Hen Frynu	Do.	220	62 10 —
William Bach	Glanrafon	Do.	18	18 — —
John Lloyd	Cwmclydd	Do.	150	42 — —
Benjamin Bufton	Browrevel	Do.	150	40 — —
John Lawrence	Divannor	Do. and Park	350	52 10 —
Thomas Evans	Globe, otherwise } Gloge }	Coppice	100	2 — —
Thomas Jones	Brondree	A Messuage, Outbuildings and Lands	400	77 — —
Catherine Evans	Cwmheder	A Cottage, Garden and Plock	3	2 — —
Evan Jones	Rhos Goch	A Messuage, Buildings and Lands	120	15 — —
Thomas Ingram	Gefynlech	Two Pieces of Land	10	4 10 —
Thomas Vaughan	Trofol	A Piece of Land	1	2 2 —
John Owens	Dole elve	A Messuage, Outbuildings and Lands	190	59 10 —
Thomas Lucas	Eskur Iffa	Do.	270	69 — —
Thomas Hamer and } John Hamer }	Eskir Ucha, and } Crigin Vach }	Do.	480	82 10 —
Elias Morris	Simonds Land	Do.	10	9 — —
Hugh Morris	Rofs House and } Gorfe }	Do.	140	36 10 —
Martha Morris	Doley Ffrewydd	Do.	110	22 10 —
Stephen Davies	Chrochran Iffa	Do.	60	16 — —
John Lewis	Chrochran Ganol	Do.	180	38 — —
Richard Davies	Chrochran Ucha	Do.	200	31 10 —
Thomas Lloyd	Dwr	Do.	60	15 — —
E. Lewis and Richard } Owens }	Twycam	Do.	190	20 — —
David Richards	Havod Vach	Do.	40	8 — —
John George	Glanrafon and } Trawneg }	Do.	240	40 — —
Catherine Mantle	Pabyllwydbire } otherwise }	Do.	170	33 — —
Evans Reynolds	Fore Stumbled } Pabyllwydd Gron } & Cum Crave }	Do.	300	35 — —
Edward Lewis	Pabyllwydd Ganol	Do.	170	17 — —
Stephen Kinsey	Bron Pabrollwydd	Do.	120	20 — —
Walter Ingram	Blaen Pabrollwydd	Do.	70	11 — —
Edward Hamer	Vownog	Do.	20	8 — —
Thomas Lucas	Custogian	Do.	170	30 — —
E. Edwards	Davidswell	Cottage and Lands	5	1 — —
John Thomas	Twedyrrhew } otherwise }	Do.	6	1 1 —
	Twedhire			
		TOTAL	5,630	1,161 3

Wm. Galliers of Presteign,
Land Surveyor.

The Second Schedule referred to by the foregoing Act:
comprising the Premises not in Mortgage.

NAMES of the TENANTS.	NAMES of the FARMS.	DESCRIPTION.	Quantity.			YEARLY RENTS.		
			A.	R.	P.	£	s.	d.
Thomas Jones	Mansion House & Wayn Bank - Brynmawr -	A Messuage, Farm, Out- buildings and Lands	76	—	—	68	—	—
Samuel Bowen			A Messuage, Outbuildings and Lands	40	—	—	18	—
Ditto	Pen-y-bont	A Messuage, Garden and Plock of Ground	3	—	—	5	5	—
David Davies	Fleece Inn, Lower House, Cobler & Tynlone -	A Messuage, Outbuildings and Land	18	2	—	44	12	6
Hannah Lewis			Ditto	2	—	—	9	9
Hugh Phillips	Blain-y-cum Cwmhendry	Ditto	18	—	—	6	6	—
Elizabeth Davies			Two-thirds of a Messuage, and Farm containing 35 Acres Proportion about	23	2	—	13	6
Reese Thomas	Kellws	Two-thirds of a Messuage, and Farm containing 80 Acres, Proportion about	53	2	—	35	—	—
Edward Morgan	Pen-y-bank	Ditto containing 28 Acres, Proportion about	18	2	20	14	13	4
David Lewis	Lewyn Morville	Ditto containing 36 Acres, Proportion	24	—	—	22	13	—
Ditto	Ditto	A Piece of Land	12	—	—	7	7	—
Thomas Price	Luntley's House	A Messuage, Buildings and Lands	7	—	—	10	10	—
Edward Wilde	Dole Sewydd	Ditto	110	—	—	50	—	—
Ditto	Graige	Ditto	60	—	—	27	—	—
Henry Price	Tynllidiard	Ditto	50	—	—	33	14	—
Richard Ingram	Luntley's House	A Messuage	1	2	—	3	3	—
Mary Davies	Rofs House	A Messuage and Land	5	2	—	6	6	—
Thomas Williams	Cromyeon	A Piece of Land	5	—	—	—	—	—
E. Wilde and D. Owens	Bwlch-llwyn	A Messuage, Outbuildings and Lands	330	—	—	38	—	—
Mark Williams	Dolley	Ditto	23	—	—	20	—	—
John Griffiths	New Radnor	Ditto	2	2	—	9	—	—
Edward Meredith	Pentree	A Piece of Land	30	—	—	15	—	—
Total			908	2	20	459	7	6

Wm. Galliers of Presteign,
Land Surveyor,