



ANNO QUARTO & QUINTO

# VICTORIÆ REGINÆ.

\*\*\*\*\*

## Cap. 27.

An Act for vesting certain Real Estate devised by the Will of *Thomas Whittaker* Esquire, deceased, in Trustees, upon Trust to be sold, and for laying out the Money arising therefrom in the Purchase of other Estates, to be settled to the same Uses.  
[21st June 1841.]

**W**HEREAS *Thomas Whittaker*, late of *Barming* in the County of *Kent*, Esquire, deceased, made and published his last Will and Testament in Writing, bearing Date the Tenth Day of *February* One thousand eight hundred and seventeen, executed and attested as the Law then required for rendering valid Devises of Freehold Estates, and thereby, after devising certain Real Estate as therein mentioned, gave and devised all and every his Manors or reputed Manors, Messuages, Farms, Lands, Tenements, and Real Estate whatsoever and wheresoever, not therein-before disposed of, and of what Nature or Quality soever, whether Freehold of Inheritance, Leasehold for Life or Lives, Copyhold, or any other Estates, which the said Testator should be seised of, interested in, or entitled unto, in Possession, Reversion, Remainder, or Expectancy, with their and every of their Rights,  
[*Private.*]

Will of *Thomas Whittaker*, Esq.,  
10th Feb.  
1817.

Royalties, Franchises, Privileges, Immunities, Members, and Appurtenances whatsoever, unto his Son *Charles Gustavus Whittaker*, now of *Barming* in the said County of *Kent*, and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste; and from and after the Determination of that Estate, by Forfeiture or otherwise, in the Lifetime of the said *Charles Gustavus Whittaker*, to the Use and Behoof of *George Selby* and *James Selby*, both since deceased, and their Heirs, during the natural Life of the said *Charles Gustavus Whittaker*, in Trust for him and his Assigns, and by the usual Ways and Means, to preserve the contingent Uses therein-after limited from being defeated or destroyed; and from and immediately after the Decease of the said *Charles Gustavus Whittaker*, to the Use and Behoof of all and every the Child and Children, as well Daughters as Sons, of the Body of the said *Charles Gustavus Whittaker* lawfully to be begotten, and of the Heirs of their several and respective Bodies lawfully issuing; and in case any One or more of such Child or Children should happen to die without Issue of his, her, or their Body or Bodies lawfully begotten, then, as to the Share or Shares, as well surviving and accruing as original, of him, her, or them so dying without Issue, to the Use and Behoof of the Survivors or Survivor and others or other of them, to be equally divided between or amongst them, if more than One Share and Share alike as Tenants in Common, and not as Joint Tenants, and of the several and respective Heirs of the Body and Bodies of such Survivors and Survivor, and others or other of them, lawfully issuing; and if all such Children but One should happen to die without Issue of their Bodies lawfully begotten, or if there should be but One such Child, then to the Use and Behoof of such surviving or only Child, and the Heirs of his or her Body lawfully issuing; and in default of such Issue to the Use and Behoof of the said Testator's natural Children, *Harriet Seager* (then the Wife of *James Lys Seager* of *Millbank* in the City of *Westminster*, Esquire, deceased), *Elizabeth Whittaker* (afterwards the Wife of *John Selby* of *Boughton Monchelsea* in the said County of *Kent*, Gentleman, and since deceased), and *Hannah Whittaker* (afterwards the Wife and now the Widow of *John Fellows*, late of *Eynesford* in the said County of *Kent*, Paper Maker, deceased), and their several and respective Assigns, for and during their respective natural Lives, equally to be divided between them, Share and Share alike as Tenants in Common, and not as Joint Tenants; and from and after the Determination of those Estates, by Forfeiture or otherwise, as to their respective Shares, to the Use and Behoof of the said *George Selby* and *James Selby*, and their Heirs, for and during the several and respective natural Lives of the said *Harriet Seager*, *Elizabeth Whittaker*, and *Hannah Whittaker*, in Trust for them and their several and respective Assigns, and by the usual Ways and Means, to preserve the contingent Uses and Estates therein-after limited from being defeated or destroyed; and from and after the several and respective Deceases of the said *Harriet Seager*, *Elizabeth Whittaker*, and *Hannah Whittaker*, as to their several and respective Shares, to the Use and Behoof of all and every the Child and Children, as well Daughters as Sons, of the several and respective Body and Bodies of them the said *Harriet Seager*, *Elizabeth*

*beth Whittaker*, and *Hannah Whittaker* lawfully to be begotten, and equally to be divided between them, if more than One, Share and Share alike as Tenants in Common, and not as Joint Tenants, and of the several and respective Heirs of the Body and Bodies of all and every such Child and Children lawfully issuing; and in case any One or more of such Children of the said *Harriet Seager*, *Elizabeth Whittaker*, and *Hannah Whittaker* should happen to die without Issue of her or their Body or Bodies lawfully issuing, then as to the Share or Shares, as well surviving and accruing as original, of him, her, or them so dying without Issue, to the Use and Behoof of the Survivors and Survivor, and others or other of them, to be equally divided between or amongst them, if more than One, Share and Share alike as Tenants in Common, and not as Joint Tenants, and of the several and respective Heirs of the Body and Bodies of such Survivors or Survivor and others or other of them the said Children lawfully issuing; and if all such Children of the respective Bodies of the said *Harriet Seager*, *Elizabeth Whittaker*, and *Hannah Whittaker* but One should happen to die without Issue of their Bodies lawfully begotten, or if there should be but One such Child, then, as to the said respective Shares, to the Use and Behoof of such surviving or only Child, and the Heirs of his or her Body lawfully issuing; and in case there should be a Failure of Issue of the Body or Bodies of either of them the said *Harriet Seager*, *Elizabeth Whittaker*, and *Hannah Whittaker*, then, as to the Part or Share, Parts or Shares of him, her, or them whose Issue shall so fail, to the Use and Behoof of the Survivor and Survivors of them the said *Harriet Seager*, *Elizabeth Whittaker*, and *Hannah Whittaker*, and her or their Assigns, for and during their respective natural Lives, without Impeachment of Waste, with Remainder to the then present Trustees, to preserve contingent Remainders, with like Remainders to the Child or Children of the Survivors or Survivor of them the said *Harriet Seager*, *Elizabeth Whittaker*, and *Hannah Whittaker*, as Tenants in Common in Tail, with Cross Remainders between them and their respective Issues, such Issues taking *per Stirpes*, and not *per Capita*, and in such and the same Manner as is by the said Will now in recital declared respecting the same; and in default of all such Issues, to the Use and Behoof of the said Testator's natural Children, *Jane Wood*, afterwards the Wife and now the Widow of *George Edward Whitaker*, late of *Greenwich* in the said County of *Kent*, a Lieutenant in Her Majesty's Royal Navy, now deceased, *Arabella Wood*, now the Wife of *William Coleman Selby* of *Lewisham* in the said County of *Kent*, Gentleman, *Edward Wood*, and *Constantine Wood*, and their several and respective Assigns, for and during their several and respective natural Lives, equally as Tenants in Common, and not as Joint Tenants; and from and after the Determination of those Estates, by Forfeiture or otherwise, as to their respective Shares, to the Use and Behoof of the said *George Selby* and *James Selby*, and their Heirs, for and during the several and respective natural Lives of the said *Jane Wood*, *Arabella Wood*, *Edward Wood*, and *Constantine Wood*, in Trust for them and their respective Assigns, and to preserve the contingent Uses and Estates therein-after limited from being defeated or destroyed; and from and immediately after the several and respective

tive

tive Deceases of the said *Jane Wood, Arabella Wood, Edward Wood, and Constantine Wood*, then, as to their several and respective Shares, to the Use and Behoof of all and every the Child and Children, as well Daughters as Sons, of the several and respective Body and Bodies of them the said *Jane Wood, Arabella Wood, Edward Wood, and Constantine Wood* lawfully to be begotten, equally to be divided between them, if more than One, Share and Share alike as Tenants in Common, and not as Joint Tenants, and of the several and respective Heirs of the Body and Bodies of all and every such Child and Children lawfully issuing; and in case any One or more of such Children of the said *Jane Wood, Arabella Wood, Edward Wood, and Constantine Wood* should happen to die without Issue of his or their Body or Bodies lawfully issuing, then, as to the Share or Shares, as well surviving and accruing as original, of him, her, or them so dying without Issue, to the Use and Behoof of the Survivors and Survivor and others and other of them, to be equally divided between or amongst them, if more than One, Share and Share alike as Tenants in Common, and not as Joint Tenants, and of the several and respective Heirs of the Body and Bodies of such Survivors and Survivor and others or other of them the said Children lawfully issuing; and if all such Children of the said respective Bodies of the said *Jane Wood, Arabella Wood, Edward Wood, and Constantine Wood* but One should happen to die without Issue of their Bodies lawfully begotten, or if there should be but One such Child, then, as to the said respective Shares, to the Use of such surviving or only Child, and the Heirs of his or her Body lawfully issuing; and in case there shall be a Failure of Issue of the Body or Bodies of either of them the said *Jane Wood, Arabella Wood, Edward Wood, and Constantine Wood*, then, as to the Part or Share, Parts or Shares of him, her, or them whose Issue shall so fail, to the Use and Behoof of the Survivors or Survivor of them the said *Jane Wood, Arabella Wood, Edward Wood, and Constantine Wood*, and his, her, or their Assigns, for and during their respective natural Lives, without Impeachment of Waste, with Remainder to the same Trustees, to preserve contingent Remainders, with like Remainders to the Child or Children of the Survivors or Survivor of them the said *Jane Wood, Arabella Wood, Edward Wood, and Constantine Wood*, as Tenants in Common in Tail, with Cross Remainders between them and their respective Issues, such Issues taking *per Stirpes*, and not *per Capita*, and in such and the same Manner as is by the said Will now in recital declared respecting the same; and in default of all such Issues, to the Use and Behoof of his own right Heirs for ever; and the said Testator did by his said Will now in recital order and direct, that it should be lawful to and for the Devisees of his said Real Estate, as and when they should respectively be in possession of or entitled to the Rents and Profits of the said Hereditaments and Premises by the said Will now in recital devised as aforesaid, by Indenture or Indentures, sealed and delivered by them respectively in the Presence of and attested by Two or more credible Witnesses, to make any Demise or Lease, Demises or Leases, of all or any Part of the Hereditaments and Premises whereof they shall so respectively be entitled to the Possession, or to the Rents and Profits, for any Term or Number of Years not exceeding Seven Years, in Possession, and not in Reversion or by way of future Interest, and so that

that there be reserved in every such Demise or Lease of the said Premises the best and most improved yearly Rent, to be incident to the immediate Reversion of the Premises so to be demised, that could be reasonably had or gotten for the same, without taking any Fine, Premium, Foregift, or any thing in the Nature of a Fine, Foregift, or Premium, for the making thereof, and so as there be contained in every such Demise and Lease a Condition for Re-entry in case of the Nonpayment of the Rent thereby to be reserved, and so as the same contain usual and accustomed Covenants generally inserted in Leases in the Neighbourhood where the Land lies; and the said Testator did direct that all Persons who should become entitled to the Possession or to the Rents and Profits of his Manor, Messuages, Farms, Lands, and Hereditaments lastly therein-before devised under the Devises and Limitations in his said Will contained, or who should intermarry with any Person or Persons so entitled, should, within One Year next after he or they should become entitled to the Possession, or to the Rents and Profits thereof, take upon him, her, or them, and use in all Deeds, Writings, Letters, and Accounts, and other Writings whereto or wherein he, she, or they should be Party or Parties, or which he, she, or they should sign, the Surname of *Whittaker*, after his, her, or their own Surname or Surnames, and should quarter the Arms of *Whittaker* after his, her, or their own Family Arms, and should within the Space of One Year apply for and endeavour to obtain an Act of Parliament, Letters Patent, or other proper Licence from the Crown, and take such other Means as might be requisite and proper to enable and authorize him, her, or them respectively to take and bear the Surname and Arms of *Whittaker*; and in case any such Person or Persons should neglect or refuse to take such Surname and Arms, and to take such proper Steps and Means as might be requisite to enable and authorize him, her, or them so to do, within the Space of One Year, then the said Testator directed that after the Expiration of the said Space of One Year the Gift, Devise, and Limitation of all and every the said Manors, Messuages, Farms, Lands, Tenements, and Hereditaments therein-before devised unto or to the Use of or in Trust for him, her, or them so neglecting or refusing should, in case such Neglect or Refusal should happen within the Period of the Life of any of the Devisees thereof now born or unborn who should be living at his Decease, or Twenty-one Years after the Decease of the Survivor of such Devisees so living at the Time of his Decease, determine; and the same Manors, Messuages, Lands, Tenements, and Hereditaments should immediately in such Case go to the next Person in Remainder, in the same Manner as if such Person or Persons neglecting or refusing, being Tenant or Tenants for Life, was or were dead, or being Tenant or Tenants in Tail was or were actually dead without Issue, without Prejudice nevertheless to any Lease or Leases as before such Determination should have been made of the said Hereditaments and Premises; and the said Testator by his said Will now in recital further declared, that the Cesser or Determination of the Estate of any Tenant for Life should not operate to exclude or prejudice any of the contingent Remainders therein-before limited to his, her, or their Child or Children, or any other Person or Persons, but the Remainders limited to the said Trustees and their Heirs during

[*Private.*]

9 a

the

the Life of such Tenants for Life should, after such Cessor or Determination, take effect and continue, for preserving such Remainders, and giving them Effect as they might arise, and that the said Trustees and their Heirs should, after such Cessor and Determination, and during the Suspension and Contingency of any such of the then next expectant Remainders, receive and pay and apply the Rents and Profits of the same Premises which would have belonged to such Tenant for Life if such Cessor or Determination had not taken place, unto such Person or Persons, and for such Intents and Purposes, and in the same Manner, as under and by virtue of the Limitations in the said Will now in recital contained the same would have been payable and applicable unto respectively in case such Tenant for Life were absolutely dead; and the said Testator declared, that it should be lawful for his Trustees and Executors respectively, and their respective Heirs, Executors, and Administrators, to reimburse themselves respectively out of any of the said Trust Monies and Estates all such Costs, Charges, Damages, and Expences as they should respectively incur, sustain, or be put unto in and about the Execution of any of the Trusts thereby in them reposed, and that neither of them his said Trustees and Executors should be answerable for the others or other, or for the Heirs, Executors, and Administrators, Acts and Deeds, Receipts and Payments, of the others or other of them, but each of them for himself, and his own Heirs, Executors, and Administrators, Acts, Deeds, Receipts, and Payments only, and not otherwise, nor for any Loss which might happen to the said Trust Monies and Estates, unless the same should happen through his or their wilful Default; and the said Testator thereby appointed his Son the said *Charles Gustavus Whittaker*, and the said *George Selby* and *James Selby*, joint Executors of his said Will: And whereas the said Testator *Thomas Whittaker*, on or about the Twenty-second Day of *September* One thousand eight hundred and seventeen, duly signed and published a Codicil to his said Will, executed and attested as the Law then required for rendering valid Devises of Freehold Estates, and did thereby revoke the Devise contained in his said Will herein-before recited as to certain small Portions of, his said residuary Real Estate, and did devise such Portions to other Persons in his said Will and Codicil named: And whereas the said Testator, on or about the Fourteenth Day of *December* One thousand eight hundred and eighteen, duly signed and published a Second Codicil to his said Will, executed and attested in manner as the Law then required for rendering valid Devises of Freehold Estates, and thereby, after reciting that since the Date and Execution of his said Will he had purchased certain Hereditaments and Premises situated in the Parish of *Luddesdown* in the County of *Kent*, did give and devise the same Hereditaments and Premises so purchased by him as aforesaid unto the said *Charles Gustavus Whittaker* and his Assigns for his Life, without Impeachment of Waste; with Remainder to the Use of the said *George Selby* and *James Selby*, and their Heirs, during the Life of the said *Charles Gustavus Whittaker*, in Trust for him and his Assigns, and to preserve the contingent Uses and Estates therein-after limited from being defeated or destroyed; and from and after the Decease of the said *Charles Gustavus Whittaker*

to

First Codicil  
to said Will,  
22d Sept.  
1817.

Second Co-  
dicil, 14th  
Dec. 1818.

to the Use of all and every the Child and Children, as well Daughters as Sons, of the said *Charles Gustavus Whittaker* lawfully to be begotten, as Tenants in Common, and not as Joint Tenants, and of the several and respective Heirs of the Body and Bodies of all such Child and Children lawfully issuing; and in case any One or more of such Child or Children should happen to die without Issue of his, her, or their Body or Bodies lawfully to be begotten, then as to the Part or Share, as well surviving and accruing as original, of him, her, or them so dying without Issue, to the Use and Behoof of the Survivors or Survivor and others or other of them, equally to be divided between them, if more than One, Share and Share alike as Tenants in Common, and not as Joint Tenants, and of the several and respective Heirs of the Body or Bodies of such Survivors or Survivor and others or other of them lawfully issuing; and if all such Children but One should happen to die without Issue of their Bodies lawfully to be begotten, or if there should be but One such Child, then to the Use and Behoof of such surviving or only Child, and the Heirs of his or her Body lawfully issuing; and for default of such Issue, to the Use of such and the same Person or Persons, and for such and the same Estates and Interests, and upon and for such and the same Trusts, and with such and the same Remainders over, as in his said Will was contained, upon Failure of the Issue of the Body of his said Son the said *Charles Gustavus Whittaker*, as to the Residue of his Manors, Messuages, Farms, Lands, Tenements, Hereditaments, and Real Estate: And whereas the said Testator departed this Life on or about the Twenty-second Day of *December* One thousand eight hundred and nineteen, leaving the said *Charles Gustavus Whittaker*, *Harriet Seager*, *Elizabeth Whittaker*, afterwards the Wife of the said *John Selby*, and now deceased, *Hannah Whittaker*, afterwards the Wife and now the Widow of the said *John Fellows* deceased, *Jane Wood*, afterwards the Wife and now the Widow of the said *George Edward Whittaker*, *Arabella Wood*, now the Wife of the said *William Coleman Selby*, *Edward Wood*, and *Constantine Wood*, him surviving, and without having altered or revoked his said Will, except by the said Codicils, and without having altered or revoked the said Codicils, or either of them; and the same Will and Codicils were on or about the Tenth Day of *January* One thousand eight hundred and twenty proved in the Prerogative Court of the Archbishop of *Canterbury* by the Executors thereof: And whereas the said *James Selby* departed this Life on or about the Tenth Day of *September* One thousand eight hundred and twenty-eight, intestate, leaving the said *George Selby* him surviving: And whereas the said *George Selby* made his Will in Writing bearing Date the Twenty-second Day of *September* One thousand eight hundred and thirty-seven, executed and attested in such Manner as the Law then required for rendering valid Devises of Freehold Estates, and thereof appointed his Nephews, *Thomas Selby* of *West Malling* in the said County of *Kent*, Gentleman, and *John Selby* of *Boughton Monchelsea* in the said County, Gentleman, and his Friend *James Gill* of *Maidstone* in the said County, Hop Factor, joint Executors, and did give and devise all Estates vested in him by way of Mortgage or upon any Trusts whatsoever to his said Executors, *Thomas Selby*, *John Selby*, and *James Gill*, their Heirs, Executors, Administrators,

Will of  
George  
Selby,  
22d Sept.  
1837.

Administrators, and Assigns, according to the Nature and Quality thereof respectively; upon the Trusts and subject to the Equities subsisting or capable of taking effect in the same Premises respectively at the Time of his Decease, and to be conveyed, assigned, and disposed of accordingly: And whereas the said *George Selby* departed this Life on or about the Twenty-eighth Day of *August* One thousand eight hundred and thirty-eight, without having altered or revoked his said Will, and the same was, on or about the Twenty-third Day of *October* One thousand eight hundred and thirty-eight, proved in the Prerogative Court of the Archbishop of *Canterbury* by the Executors thereof: And whereas the said *Charles Gustavus Whittaker*, the first Devisee for Life, on or about the Sixth Day of *April* One thousand eight hundred and eighteen, intermarried with *Camilla Andrus* Spinster, and has Issue Seven Children, and no more, namely, *Charles Gustavus Whittaker* his only Son, who has attained the Age of Twenty-one Years, and *Julia Whittaker*, now the Wife of *John Disney Smythe*, a Captain in the Fourth Regiment of *Bombay* Native Infantry, *Ann Whittaker*, *Adeline Whittaker*, *Florence Whittaker*, *Gertrude Whittaker*, and *Grace Lock Elizabeth Whittaker*, who are all Infants under the Age of Twenty-one Years: And whereas the Messuages or Tenements, Lands, Hereditaments, and Premises, by the said Will and Codicils of the said Testator *Thomas Whittaker* devised to the said *Charles Gustavus Whittaker* the Father for Life, with Remainders as aforesaid, are (with the Exception of certain Hereditaments in the Parish of *East Barming* in the said County of *Kent* not intended to be affected by this Act) the Manors, Messuages, Farms, Lands, Tenements, and Hereditaments comprised in the Schedule to this Act: And whereas by an Agreement in Writing, bearing Date the Twenty-second Day of *February* One thousand eight hundred and forty-one, and made between the said *Charles Gustavus Whittaker* the Father of the one Part, and *William Masters Smith* of *Camer* in the Parish of *Meopham* in the said County of *Kent*, Esquire, of the other Part, the said *Charles Gustavus Whittaker* the Father agreed to sell, and the said *William Masters Smith* agreed to purchase (in the event of the said *Charles Gustavus Whittaker* the Father obtaining an Act of Parliament authorizing such Sale, or under the Provisions whereof such Sale might be made and completed,) the following Buildings, Lands, and Premises, (Part of the Hereditament and Premises mentioned and comprised in the said Schedule,) and the Timber and Underwood then standing, growing, and being on such Lands, subject to the existing Leases of such Parts thereof as were not in the actual Possession or Manurance of the said *Charles Gustavus Whittaker* the Father; (that is to say,) the Buildings near *Luddesdown* Church, and the Pieces of Land called *Cobham Croft*, *The Two Acres*, *The Cherry Field*, *Pigsdean*, *Finches Lower* and *Upper Wrenches*, *Stones Hills*, *The Four Acres*, *The Scrubs*, *The Twelve Acres*, *The Nine Acres*, *The Seven Acres Carotty*, *The Upper Four Acres*, *The South Fields*, *The Redwood*, *Wrenches Wood* and *Shaws*, *Goss Hill Wood*, *Brassenden*, *The Eight Acres*, *The Snowdown Field* (formerly in One Piece), *The Five Acres*, *The Little Sheets*, *Cooks Grove Wood*, *Tickle Spring Wood*, and *Lakes Croft Wood*, all lying in the Parishes of *Luddesdown*, *Cobham*, and *Halling*, some or One of them, in the said County of *Kent*, and being Part of a Farm called *Hatch's Farm*, and containing

Agreement,  
22d Feb.  
1841.



taining altogether Two hundred and twenty-one Acres, more or less, and also the Pieces of Land called *The Well Field, Hilly Shotford, Middle Shotford, Little Shotford, Upper Staple Hill, Lower Staple Hill, The Staple Shaws, The Staple Wood, Brick Kiln Field, The Brick Kiln Shaw* adjoining *Great Croft, Little Croft, The Round Wood, The Lumber Tubbs*, and Six Statute Acres, to be measured off the North End of *Longfield*, all lying in the said Parish of *Luddesdown*, and being Part of a Farm called *Buckland*, and containing altogether One hundred and thirty-four Acres, more or less, and that the said Sale should be completed and settled upon the following Terms; (that is to say,) that the Price of the said Lands and Buildings, and of the Timber not fellable, should be the Sum of Four thousand one hundred Pounds, and should be paid on the Eleventh Day of *October* One thousand eight hundred and forty-one; that the Price of the fellable Timber on the said Lands, and of the Underwood growing on such of the said Lands as were in the actual Occupation or Manurance of the said *Charles Gustavus Whittaker* the Father should be the Sum of Eight hundred and sixty Pounds, and should be paid on the said Eleventh Day of *October* One thousand eight hundred and forty-one; and that in the Event of such Act of Parliament not being obtained previously to the said Eleventh Day of *October* One thousand eight hundred and forty-one the said Agreement should, on the said Eleventh Day of *October* One thousand eight hundred and forty-one, become and be absolutely null and void; and it would be of great Benefit to the said *Charles Gustavus Whittaker* the Father, and the said *Charles Gustavus Whittaker* the Son, and also to the said infant Children of the said *Charles Gustavus Whittaker* the Father, now born, and which may hereafter be born, if the said Manors, Messuages, Farms, Lands, or Tenements and Hereditaments specified in the Schedule to this Act were vested in Trustees, freed and discharged from the Uses, Trusts, Charges, and Limitations declared and made in and by the said herein-before recited Will and Codicils of the said Testator *Thomas Whittaker*, in Trust to be sold, and the clear Monies arising from any such Sale or Sales to be laid out, under the Direction of the High Court of Chancery, in the Purchase of other Hereditaments, such Hereditaments so to be purchased as aforesaid to be settled to the same Uses as the Estates so sold; but by reason of the Limitations contained in the said recited Will and Codicils of the said Testator *Thomas Whittaker* the aforesaid Purposes cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *Charles Gustavus Whittaker* the Father on behalf of himself and his said infant Children (except the said *Julia* the Wife of the said *John Disney Smythe*), and the said *Charles Gustavus Whittaker* the Son for himself, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen'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 from and immediately after the passing of this Act all those the several Manors or Lordships, Messuages, Farms, Lands, Tenements, and Hereditaments, situate, lying, and being in the Parishes of *Paddlesworth, Luddesdown,*

Manors and Hereditaments mentioned in the Schedule

[Private.]

9 b

Cobham,

vested in  
Trustees  
upon Trust  
to sell the  
same.

*Cobham, Halling, Meopham, Snodland, Birling, Cuxton, Trotterscliffe* otherwise *Trossley, Ryarsh, Addington, and Wrotham*, in the said County of *Kent*, more particularly mentioned and described in the Schedule to this Act, 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 and the same are hereby vested in and settled upon the said *Thomas Selby* of *West Malling* in the said County of *Kent*, Gentleman, and *Silas Norton* of the same Place, Gentleman, their Heirs and Assigns for ever, to the Use of them the said *Thomas Selby* and *Silas Norton*, their Heirs and Assigns for ever, freed and absolutely acquitted, exonerated, and discharged of and from all and singular the Devises, Uses, Estates, Trusts, Entails, Charges, Powers, Provisoos, Declarations, Limitations, and Agreements in and by the said Will and Codicils of the said Testator *Thomas Whittaker* deceased limited, expressed, created, declared, and contained of and concerning the same Hereditaments respectively, or any Part or Parts thereof, but nevertheless upon Trust and to the Intent that it shall and may be lawful to and for them the said *Thomas Selby* and *Silas Norton*, and the Survivor of them, and their or his Heirs or Assigns, and they or he are or is hereby authorized and empowered, at any Time or Times hereafter, at the Request and with the Consent in Writing of the Persons or Person who, under the Devises and Limitations contained in the said recited Will and Codicils, or any or either of them, shall be entitled to the Possession or Receipt of the Rents and Profits of the said Manors and Hereditaments, and who shall be of the Age of Twenty-one Years, and of the Guardian or Guardians of any such Persons or Person for the Time being entitled as last aforesaid who shall be under the Age of Twenty-one Years, to dispose of and convey, by way of absolute Sale, all or any Part or Parts of the said several Manors, Messuages, Farms, Lands, Tenements, and Hereditaments, either at one Time or several Times, and either in one Lot or several Lots, and either by public Auction or private Contract, or partly in each Mode, to any Person or Persons whomsoever, for such Price or Prices in Money, and for such Equivalent or Recompence in Lands and Hereditaments, as to them the said *Thomas Selby* and *Silas Norton*, or the Survivor of them, or their or his Heirs or Assigns; shall seem reasonable, and upon such Terms, and upon such Conditions, Stipulations, and Agreements, as to Title or Evidence of Title, as they or he shall think fit; with full Power, Liberty, and Authority respectively to buy in the said Manors, Messuages, Farms, Lands, Tenements, and Hereditaments, or any of them, or any Part or Parts thereof, at any Sale by Auction, or to rescind any private Contract or Agreement respectively for Sale or Exchange of all or any Part of the said Premises, and in like Manner to dispose of by way of Sale the Premises so bought in or comprised in any such rescinded Contract at any future Auction or by private Contract, without being answerable for any Loss which may happen by such buying in or rescinding or Resale, and to do, perform, and execute all such Acts, Deeds, Matters, and Things as may be requisite and proper for effecting such Sale or Sales; and further, upon Payment into the Bank of *England* in manner herein-after mentioned of the Purchase Monies for which  
the

the said Manors, Messuages, Farms, Lands, Tenements, and Hereditaments mentioned and described in the Schedule to this Act, or any of them, shall be sold, upon Trust that they the said *Thomas Selby* and *Silas Norton*, and the Survivor of them, their or his Heirs or Assigns, do and shall convey and assure the Hereditaments and Premises which shall be sold unto and to the Use respectively of the Purchaser or Purchasers thereof, his, her, or their Heirs or Assigns, according to the Nature of the same Hereditaments respectively, or as he or they shall direct or appoint, freed and discharged as aforesaid.

II. And be it enacted, That the Purchaser or Purchasers of the said Manors, Messuages, Farms, Lands, Tenements, and Hereditaments hereby made saleable as aforesaid, or any Part thereof, shall pay his, her, or their Purchase Monies respectively into the Bank of *England* in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there *ex parte* "The Purchaser or Purchasers of the Estate of the said *Thomas Whittaker* deceased," pursuant to the Method prescribed by the Act passed in the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and the General Orders of the said Court, and without Fee or Reward, according to the Act passed in the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four.

Monies arising from Sales, &c. to be paid into the Court of Chancery.

III. And be it 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* of such Purchase Money as aforesaid, shall from Time to Time and at all Times be a good and sufficient Discharge to such Purchaser or Purchasers, and all other Persons whomsoever paying Money under this Act, and his, her, or their Heirs, Executors, Administrators, and Assigns respectively, for the Monies 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 such other Person or Persons as aforesaid, and his, her, or their Heirs, Executors, Administrators, and Assigns respectively, shall be absolutely and for ever freed and discharged of and from the same Purchase Monies, and shall not be answerable or accountable for any Loss, Misapplication, or Non-application thereof or of any Part thereof.

Certificate of the Accountant General and Receipt of the Cashier of the Bank of England to be a good Discharge.

IV. And be it enacted, That all Monies arising from such Sales as aforesaid (after deducting such Costs, Charges, and Expences as herein-after mentioned,) shall, upon a Petition to be presented to the said Court of Chancery in a summary Way by such Persons or Person as for the Time being would have been entitled to the first Estates or Estate of Inheritance or of Freehold of and in the said Manors and Hereditaments mentioned and described in the Schedule to this Act, if the same had not been sold, and who shall be of the Age of Twenty-one Years, and of the Guardian or Guardians of any such Person or Persons for the Time being entitled as last aforesaid who shall be under the Age of Twenty-one Years, or any

Monies arising from Sales, &c. to be laid out in the Purchase of other Estates, to be settled to the same Uses.

any other Person or Persons on their Behalf, and under the Direction of the said Court, be laid out or invested in the Purchase of any other Manors, Messuages, Farms, Lands, Tenements, and Hereditaments of Inheritance, to be situated in *England* or *Wales*, or in both; and the Manors, Messuages, Farms, Lands, Tenements, and other Hereditaments so to be purchased, immediately upon or after the Purchase of the same, to be, under the like Direction of the said Court (to be obtained upon Petition in the like Manner), conveyed, assured, and settled to such and the same Uses, upon and for such and the same Trusts, Intents, and Purposes, and with, under, and subject to such and the same Powers, Provisoos, Limitations, and Declarations, as under and by virtue of the said recited Will and Codicils of the said *Thomas Whitaker* deceased the said Manors, Messuages, Farms, Lands, Tenements, and Hereditaments hereby vested as aforesaid would have been or stood settled or limited to if the same had not been sold as aforesaid, or such of them as shall be subsisting and capable of taking effect.

Until Purchases are found the Monies to be invested in Exchequer Bills.

V. And be it enacted, That in the meantime, and until the Monies arising from such Sale or Sales as aforesaid shall be laid out or 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, to be obtained by Petition by the Person or Persons and in the Manner herein-before mentioned, in the Purchase of Exchequer Bills, and the Interest arising from the Monies so laid out as aforesaid, and the Money received for the said Exchequer Bills 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 Exchequer Bills; and all the said Exchequer Bills shall be deposited in the Bank of *England* in the Name of the said Accountant General, and shall there remain until they shall, upon a Petition to be preferred to the said Court of Chancery in a summary Way by such Person or Persons as is or are herein-before authorized to present such Petition, be ordered to be sold by the said Accountant General for the completing of any such Purchase or Purchases hereby authorized to be made as aforesaid; and the said Bills shall be then sold and disposed of, and the Proceeds thereof applied in such Manner as to the said Court shall seem just and meet: Provided always, that if the Money to arise by the Sale of any such Exchequer Bills as aforesaid shall exceed the Amount of the original Purchase Money laid out in purchasing the same Bills respectively as aforesaid, then and in such Case only the Surplus or Excess shall be paid to such Person or Persons respectively as would have been entitled to the Rents and Profits of the Hereditaments herein-before directed to be purchased in case the same had been actually purchased in pursuance of this Act, or (as the Case may be) to the Representative of such Person or Persons, as Part of his, her, or their Personal Estate.

Court of Chancery empowered to make Orders for

VI. And be it enacted, That it shall be lawful for the said Court of Chancery from Time to Time (upon Petition in a summary Way to be presented by such Person or Persons as herein-before directed in other Cases) to make such Order as to the said Court shall seem expedient

expedient or reasonable, for allowing, taxing, or settling all Costs, Charges, or Expences which have been or shall be incurred in obtaining and passing this Act, or preparatory thereto, 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 such Sale or Sales of the said Manors and Hereditaments by this Act directed to be sold, or out of the Monies to arise by the Sale of any such Exchequer Bills, or any of them, to be purchased as aforesaid.

Taxation  
and Pay-  
ment of  
Costs.

VII. And be it enacted, That in the meantime, and until such Sale or Sales as aforesaid shall be made of the said Manors, Messuages, Farms, Lands, Tenements, and Hereditaments hereby made saleable as aforesaid, the said *Thomas Selby* and *Silas Norton*, and the Survivor of them, their or his Heirs and Assigns, shall permit the Rents and Profits of the same Hereditaments, or such Parts thereof as shall from Time to Time be remaining unsold, to be had, received, and taken by the Person or Persons who would have been entitled to the same in case this Act had not been made.

Until Sale,  
Rents to be  
received by  
the Persons  
entitled as  
if this Act  
had not been  
passed.

VIII. Provided always, and be it enacted, That in the meantime, and until such Sale or Sales as hereby authorized shall take place, the Power of leasing, or appointing by way of Lease, given by the said Will of the said *Thomas Whittaker* deceased, shall continue in full Force and Effect, and shall and may be exercised, as to or concerning the Hereditaments hereby vested in Trust as aforesaid, or such Part or Parts thereof as from Time to Time shall be remaining unsold, in such and the same Manner as if this Act had not been passed; any thing herein-before contained to the contrary in anywise notwithstanding.

Existing  
Power of  
leasing to  
continue in  
force until  
Sales made.

IX. Provided always, and it is hereby enacted, That if the said *Thomas Selby* and *Silas Norton*, 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 Assigns, shall die, or be desirous to be discharged or become incapable to act in the Trusts hereby created, at any Time before the same Trusts shall be fully executed and 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 any Person or Persons herein-before authorized to present such Petition in other Cases,) to appoint the Person or Persons to be proposed in the said Petition, or any other Person or Persons, 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 Manors, Messuages, Farms, Lands, Tenements, and Hereditaments hereby vested as aforesaid, or such of them as shall from Time to Time be remaining unsold, shall with all convenient Speed be conveyed and transferred so and in such Sort and Manner as to become legally vested in such new Trustee or Trustees solely, or jointly with the continuing or surviving

Power to  
appoint new  
Trustees.

[Private.]



*Florence Whittaker, Gertrude Whittaker, and Grace Lock Elizabeth Whittaker* (the Son and Daughters of the said *Charles Gustavus Whittaker* the Father now born), and all and every other Son and Sons, Daughter and Daughters of the Body of the said *Charles Gustavus Whittaker* the Father, hereafter to be born, and the Heirs of the Body and respective Bodies of all and every the said Sons and Daughters now born or hereafter to be born, and the said *John Disney Smythe*, and the said *James Lys Seager, John Selby, and Hannah Fellows*, and all and every the Child and Children, as well Daughters as Sons, of the several and respective Body and Bodies of them the said *Harriet Seager, Elizabeth Selby* deceased, and *Hannah Fellows*, now born or hereafter to be born, and the several and respective Heirs of the Body and Bodies of all and every such Child and Children, and the said *Jane* the Widow of the said *George Edward Whittaker, William Coleman Selby* and *Arabella* his Wife, *Edward Wood* and *Constantine Wood*, and all and every the Child and Children, as well Daughters as Sons, of the several and respective Body and Bodies of them the said *Jane Whittaker, Arabella Selby, Edward Wood, and Constantine Wood*, now born or hereafter to be born, and the several and respective Heirs of the Body and Bodies of all and every such Child and Children, and the Heirs of the said *Thomas Whittaker* deceased, and also except the Trustees named in the said Will of the said *Thomas Whittaker* for preserving contingent Remainders, and their respective Heirs, and also the said *Thomas Selby, John Selby, and James Gill*, as Devisees in Trust named in the said Will of the said *George Selby*, the surviving Trustee of the said Will of the said *Thomas Whittaker*, and except all and every other Person and Persons whatsoever having or claiming, or who shall or may at any Time or Times hereafter have or claim, any Estate, Right, Title, Charge, Term, Trust, or Interest at Law or in Equity under or by virtue of the said recited Will of the said *Thomas Whittaker*,) all such Estate or Estates, Right, Title, Interest, Claim and Demand whatsoever, of, in, to, or out of the said Manors, Messuages, Farms, Lands, Tenements, and Hereditaments hereby vested in Trust to be sold, or intended so to be, or any Part or Parts thereof, as they respectively, every or any of them, had before the passing of this Act, or could have had or enjoyed in case this Act had not been passed.

XIII. And be it enacted, That this Act shall be printed by the several Printers to the Queen'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.

Act as  
printed by  
Queen's  
Printers to  
be Evidence.

The

## The SCHEDULE referred to by the foregoing Act.

	Number of Acres.			Annual Rent and Annual Value.		
	A.	R.	P.	£	s.	d.
Cottages, Gardens, Buildings, Lands, and Premises now called the Pomfret Castle otherwise Paddlesworth Farm, situate in the Parish of Paddlesworth in the County of Kent, and now in the Occupation of William Crowhurst and his Undertenants or Assigns -	15	1	13	16	0	0
Messuages or Cottages, Gardens, Orchards, Buildings, Lands, and Premises called Hatch Farm, together with Lands and Woodlands thereto adjoining or belonging, or therewith usually occupied and enjoyed, situate in the several Parishes of Luddesdown and Cobham, or one of them, in the said County of Kent; the Pieces called Cook's Grove, Snow Downs, Snow Downs, Tickle Spring Wood, Lake's Croft Wood, the Five Acres and Little Sheets, containing altogether Thirty-eight Acres Two Roods and Eleven Poles, being now in the Occupation of the said William Crowhurst, his Assigns or Undertenants, and the Residue of the said Premises, containing altogether One hundred and fifty-one Acres and Twenty Poles, more or less, being now in the Occupation of Richard Cheesman, his Assigns or Under-tenants - - - -	189	2	31	64	0	0
Also the following Pieces of Woodland, namely, the Eight Acre Wood, the Brasden Wood, the Goss Wood, Wrenches Shaw and the Two Shaws adjoining, and the Red Wood, situate in the Parishes of Luddesdown and Halling, or one of them, in the said County of Kent, also to the said Farm called Hatch Farm adjoining or belonging or usually occupied and enjoyed therewith, but now in the Hands or Occupation of the said Charles Gustavus Whittaker the Father -	40	0	25	20	0	0
Messuages or Tenements, Cottages, Gardens, Orchards, Buildings, Lands, and Premises, called the Buckland Farm, otherwise the South Buckland Farm, together with the Lands, Woodlands, and other Premises thereto adjoining or belonging, or therewith usually occupied or enjoyed, containing altogether Four hundred and sixty-six Acres and Twenty-three Poles, more or less, and situate in the several Parishes of Luddesdown, Meopham, Paddlesworth, Halling, Snodland, Birling, Cobham, and Cuxton, some or one of them, in the said County of Kent, the said Premises being now occupied as follows; (that is to say,) the Messuage or Homestall, Yard, Gardens, Stack Plot and Build-						



	Number of Acres.			Annual Rent and Annual Value.		
	A.	R.	P.	£	s.	d.
ings, and the Heydown Field, Hither Dowdes, Middle Dowdes, Dowdes Field, Great Luxon Field, Further Dowdes, Little Luxon Field, the Arable Part of Eden's Field, the Arable Part of Capon's Field, Munday's Bars, the Three Yard Field, Horton's Field, Coomb Hill, Coomb Hill Field, Pound Field, Barley Field, Long Field, Middle Field, Brick Kiln Field, Great Croft, Little Croft, Haydown Shaw, Little Haydown Wood, Great Haydown Wood, Dowdes Wood, Punish Wood, Second Dowdes Wood, Round Wood, Wellfield Shaw, and Knock Hill Wood, containing altogether about Two hundred and eighty-three Acres and One Rood, more or less, being now in the Occupation of the said William Crowhurst, or his Assigns or Undertenants; the Shaw round Eden's Field, the Shaw round Capon's Field, and Luxon's Wood, containing altogether about Forty-one Acres Two Roods and Nine Poles, more or less, being now in the Occupation of Thomas Crowhurst, or his Assigns or Undertenants; the Coleman Shaw, the Pound Field Wood, Goose Land and Long Field Wood, Mole Hill Wood, Tom Loath Wood, and Well Field Wood, containing altogether about Fifty-two Acres Two Roods and Twenty-seven Poles, more or less, being now in the Occupation of William Lane, or his Assigns or Undertenants; the Hilly Shotford, the Middle Shotfords, the Little Shotfords, the Well Field and Shaw adjoining, Staple Hill Field, Staple Field, Staple Hill Wood, Little Staple Hill Wood, and Staple Hill Shaws, containing altogether Eighty-four Acres Two Roods and Twenty-seven Poles, more or less, being now in the Occupation of the said Richard Cheesman, or his Assigns or Undertenants; and the Halling Marsh, containing Four Acres, more or less, being now in the Occupation of Edward Martin, or his Assigns or Undertenants	466	0	23	213	10	0
A Piece of Woodland called the Lye Wood, situate in the Parish of Luddesdown aforesaid, containing Two Acres and Twenty Poles, more or less, and now in the Hands or Occupation of the said Charles Gustavus Whittaker the Father	2	0	20	1	5	0
Messuage, Garden, Orchards, Yards, Buildings, Lands, and Premises called Parox otherwise Boghurst Woods, or howsoever otherwise called, containing Eighty Acres, more or less; and the Piece of Woodland called Boghurst Down otherwise Boghurst's Wood, adjoining or belonging to the said Farm, or usually occupied and enjoyed therewith, containing Six Acres, more or less; the whole of the said Premises being situate in the Parish of Luddesdown aforesaid, and now in the Occupation of Thomas Bennett, his Assigns or Undertenants	86	0	0	50	0	0
A Piece of Woodland called the Brompt Wood, situate in the Parish of Luddesdown aforesaid, and now in the Tenure or Occupation of the said Thomas Crowhurst, his Assigns or Undertenants	19	1	4	14	0	0
[Private.]	9 d					

	Number of Acres.			Annual Rent and Annual Value.		
	A.	R.	P.	£	s.	d.
A Piece of Woodland called Brimpt Wood, situate in the Parish of Luddesdown aforesaid, and now in the Tenure or Occupation of the said Thomas Crowhurst, his Assigns or Undertenants - - - - -	10	0	0	6	0	0
Several Pieces of Woodland called Pound Wood, Darnern's Chamber, Barrett's Heath alias Barrett's Hole, Five Went Wood, the Ten Acres, Upper Round Wood, Lower Round Woods, the Eight Acres, Great Birch Wood, Little Birch Wood, Great Park Wood, Little Park Wood, and Little Badsell Wood, and known also and called by the general Name of the White Horse Woods alias Poundgate Woods; and also a Cottage or Tenement, Garden and Premises, used and occupied with the foregoing, formerly occupied by Robert Weller and his Son-in-law James Romney, and now of John Percival, his Assigns or Undertenants; all the last-mentioned Lands, Messuage, Cottage, and Premises being situate in the several Parishes of Luddesdown aforesaid, and Birling, in the said County of Kent, and being now in the Hands or Occupation of the said Charles Gustavus Whittaker the Father, his Assigns or Undertenants - - - - -	120	0	39	50	0	0
Pieces of Woodland called Long Spring, Little Down Spring, and Kent's Crofts Wood, and also known by the general Name of Butcher's Woods, situate in the Parish of Trotterscliffe otherwise Trossley, in the said County of Kent, and now in the Occupation of William Lane, his Assigns or Undertenants - - - - -	12	1	33	6	0	0
A Piece of Woodland, lying in the Parish of Luddesdown aforesaid, formerly in the Occupation of John Golding, and now in the Hands or Occupation of the said Charles Gustavus Whittaker the Father, his Assigns or Undertenants, containing Five Acres, more or less - - - - -	5	0	0	2	10	0
A Piece of Woodland, lying in the Parish of Meopham in the said County of Kent, called Admorswood, now in the Occupation of the said William Lane, his Assigns or Undertenants - - - - -	23	0	10	12	0	0
Messuages, Buildings, Yards, Orchards, Lands, and Premises, now called Plum Rush Farm, situate in the Parish of Meopham aforesaid, and now in the Occupation of the Widow of the late John Crowhurst, her Assigns or Undertenants - - - - -	104	3	22	50	0	0
Barn Yard, Buildings, Gardens, Lands, and Premises, called late Shepherd's Farm otherwise the Forge Farm, or howsoever otherwise called, situate in the Parish of Meopham aforesaid, and now in the Occupation of the said Widow of the late John Crowhurst, her Assigns or Undertenants - - - - -	61	3	2	30	0	0

	Number of Acres.			Annual Rent and Annual Value.		
	A.	R.	P.	£	s.	d.
The Manor or Lordship of Buckland otherwise South Buckland, with the Quit Rents, Reliefs, and other Rights, Members, Privileges, Appendages, and Appurtenances thereunto belonging or appertaining, extending over the Parish of Luddesdown aforesaid; or Part thereof, and elsewhere in the said County of Kent, the said Charles Gustavus Whittaker the Father being Lord of the said Manor	-	-	-	1	10	4
Message, Buildings, Yards, Gardens, Lands, and Premises called Markhouse Farm, situate in the Parish of Snodland in the said County of Kent, and now in the Occupation of John Knell, his Assigns or Undertenants	34	1	8	25	0	0
Message, Buildings, Yards, Gardens, Lands, and Premises called Grove's Farm, situate in the Parishes of Snodland and Birling, or one of them, in the said County of Kent, and now in the Occupation of the said John Knell, his Assigns or Undertenants	43	3	6	35	0	0
Message, Buildings, Garden, Lands (excepting Woodlands), and Premises, now or heretofore called the Old Kiln Ground, situate in the Parish of Ryarsh in the said County of Kent, and now in the Occupation of Jeremiah Heaver, his Assigns or Undertenants	3	1	20	15	0	0
Also a Piece of Woodland, adjoining or belonging to the said last-mentioned Premises, or usually occupied and enjoyed therewith, and situate in the Parish of Ryarsh aforesaid, and now in the Hands or Occupation of the said Charles Gustavus Whittaker the Father, his Assigns or Undertenants	4	1	2	3	0	0
Four Pieces of Woodland, situate in the Parishes of Ryarsh and Addington, or One of them, in the said County of Kent, one whereof is called Lower Brickfield, and contains Seven Acres Two Roods and Twelve Poles, more or less; another whereof is called Lower Brick Wood, and contains One Acre Three Roods and Twelve Poles, more or less; another whereof is called the Upper Brickwood, and contains One Acre Three Roods and Ten Poles, more or less; and the other whereof was formerly Part of Upper Brickfield Arable Land, and is now planted with Wood, and contains Two Acres, more or less, the whole being now in the Hands or Occupation of the said Charles Gustavus Whittaker the Father, his Assigns or Undertenants	13	0	34	5	0	0
Message, Buildings, Yards, Gardens, Orchards, Lands, and Premises, situate in the Parishes of Ryarsh and Addington in the said County of Kent, and called Coldrum Lodge, or howsoever otherwise called, and now in the Occupation of John Luxford, his Assigns or Undertenants	131	1	21	100	0	0

	Number of Acres.			Annual Rent and Annual Value.		
	A.	R.	P.	£	s.	d.
Messuage, Buildings, Garden, and Lands, situate in the Parish of Trotterscliffe otherwise Trossley in the said County of Kent, and now called Little Commodity otherwise Small Commodity, or howsoever otherwise called, now in the Occupation of the said John Luxford, his Assigns or Undertenants	68	2	26	50	0	0
Seven Cottages, Gardens, Buildings, Blacksmith's Forge, Land, and Premises, in Trotterscliffe otherwise Trossley Street in the said County of Kent, now in the Occupation of Daniel Campbell, Richard Hoskins, one Smythyman, and others	3	0	0	34	0	0
Messuage, Buildings, Gardens, Yards, Orchards, Lands, and Premises, called Wrotham Water Farm, situate in the Parish of Wrotham in the said County of Kent, and now in the Occupation of John Jull, his Assigns or Undertenants	109	2	20	105	0	0
Totals	1,567	2	29	£908	15	4

*Tho. Selby.*

LONDON: Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1841.