



ANNO SEPTIMO & OCTAVO

# VICTORIÆ REGINÆ.

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## Cap. 12.

An Act to authorize the Sale of the Fee Simple of the Estates of *Francis Hale Rigby* of *Mistley* in the County of *Essex*, Esquire, deceased, as devised by his Will, and for laying out the Monies to arise by such Sale. [4th July 1844.]

WHEREAS *Francis Hale Rigby* late of *Mistley Hall* in the County of *Essex*, Esquire, deceased, in such Manner as then required for rendering valid Devises of Freehold Estates, duly signed and published his last Will and Testament in Writing, bearing Date the Eighteenth Day of *July* One thousand eight hundred and twenty-three, and thereby, after confirming a certain Bond dated the Eighth Day of *February* One thousand eight hundred and eight, whereby the said *Francis Hale Rigby* had become bound unto the Most Noble *Charles* Duke of *Dorset*, who at the Date of such Bond was the Right Honourable *Charles* Lord Viscount *Sackville*, and *Henry Seymer* Esquire, both since deceased, for Payment of, amongst other yearly Sums which have since ceased, the yearly Sum of Five hundred Pounds to his Daughter *Frances* now Dowager Lady *Rivers*, during her Life, in case she should survive *Horace William Beckford* Esquire, afterwards *Horace William* Lord *Rivers*, and directing that the yearly Sums thereby provided should

Will of F. H. Rigby, Esq., 18th July 1823.

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be paid out of the annual Rents and Profits of such of his Real Estates as were not therein-after devised to be sold in manner therein-after mentioned (being certain Messuages situate in the County of *Middlesex*), and after devising the said Hereditaments in the County of *Middlesex* upon certain Trusts for Sale, gave and devised his Capital Messuage called *Mistley Hall* in the County of *Essex*, with the Appurtenances, and all and singular other his Manors, Messuages, Lands, Tenements, Tithes, and Hereditaments, whatsoever and wheresoever, not therein-before by him disposed of, subject nevertheless to such Incumbrances as might affect the same at the Time of his Decease, unto the Reverend *John Sneyd*, Rector of *Elford* in the County of *Stafford*, and his Heirs for ever, nevertheless to, for, and upon the Uses, Trusts, Intents, and Purposes therein limited, expressed, and declared, and herein-after mentioned, of and concerning the same; (that is to say,) to the Use of the said *Charles Duke of Dorset*, and *Robert John Harper* of the Duchy of *Lancaster* Office, *Somerset Place*, Esquire, in the said Will called *Robert Harpur* only, their Executors, Administrators, and Assigns, for the Term of One thousand Years, to commence and be computed from the Time of his the said Testator's Decease, without Impeachment of Waste, upon the Trusts nevertheless, and for the Intents and Purposes, therein-after expressed; and after the End, Expiration, or sooner Determination of the said Term of One thousand Years, and in the meantime subject thereto, to the Use of the said *John Sneyd*, his Heirs and Assigns, during the Lives of the said Testator's said Wife *Frances Rigby*, and his Daughter the said *Frances* now Dowager Lady *Rivers* (then *Frances Beckford*), and the Life of the Survivor of them, in trust for his the said Testator's said Wife and her Assigns, during her Life; and after her Decease, upon trust that the said *John Sneyd*, his Heirs and Assigns, should yearly and every Year thenceforth, during the Life of his the said Testator's said Daughter *Frances* now Dowager Lady *Rivers*, in manner in the same Will mentioned, pay the Rents, Issues, and Profits of his said Manors and other Hereditaments into the proper Hands of his said Daughter *Frances*, for her sole and separate Use, without Power of Anticipation; and the said Testator directed that the said *John Sneyd*, his Heirs and Assigns, should, during the Life of his the said Testator's said Wife and Daughter, and the Life of the Survivor of them, preserve and support the contingent Uses and Estates therein-after limited from being defeated or destroyed; and from and after the Decease of his the said Testator's said Daughter *Frances* Dowager Lady *Rivers*, to the Use of *George Pitt Rivers* now Lord *Rivers* (then *George Beckford* Esquire), eldest Son of the said *Horace William* late Lord *Rivers* by his the said Testator's said Daughter *Frances* Dowager Lady *Rivers*, and the Assigns of the said *George Pitt Rivers* Lord *Rivers*, for his Life; and from and immediately after the Decease of the said *George Pitt Rivers* Lord *Rivers*, to the Use of the said *John Sneyd* and his Heirs, during the Life of the said *George Pitt Rivers* Lord *Rivers*, in trust to preserve contingent Remainders; and after the Decease of the said *George Pitt Rivers* Lord *Rivers*, to the Use of the First Son of the Body of the said *George Pitt Rivers* Lord *Rivers* lawfully to be begotten, and the Heirs Male of the Body of such First Son issuing; with Remainder to the Use of the Second,



Third, Fourth, Fifth; and every other Son of the Body of the said *George Pitt Rivers* Lord *Rivers* to be begotten, severally and successively, and the Heirs Male of the Body of every such Son lawfully issuing, the elder of such Sons, and the Heirs Male of his Body lawfully issuing, being always to be preferred and to take before the younger of such Sons, and the Heirs Male of his and their Body and Bodies; with Remainder to the Use of his the said Testator's Grandson *Horace Beckford*, now the Honourable *Horace Pitt*, Second Son of the said *Horace William* late Lord *Rivers* and *Frances* his Wife, and the Assigns of the said *Horace Pitt*, during his Life; with Remainder to the Use of the said *John Sneyd* and his Heirs, during the Life of the said *Horace Pitt*, in trust to preserve contingent Remainders; and after the Decease of the said *Horace Pitt*, to the Use of the First Son of the said *Horace Pitt* lawfully to be begotten, and the Heirs Male of the Body of such First Son lawfully issuing; and for want of such Issue, to the Use of the Second, Third, Fourth, Fifth, and every other Son of the said *Horace Pitt* lawfully to be begotten, severally and successively, and the Heirs Male of the Body and respective Bodies of every such Son lawfully issuing being always to be preferred and to take before the younger of such Sons, and the Heirs Male of his and their Body and Bodies; with Remainder to the Use of the Third, Fourth, Fifth, and every other the Son of the said *Frances* Dowager Lady *Rivers* by the said *Horace William* late Lord *Rivers* lawfully to be begotten, severally and successively, and the Heirs Male of the Body of every such Son lawfully issuing, the elder of such last-mentioned Sons, and the Heirs Male of his and their Body and Bodies lawfully issuing, being always to be preferred and to take before the younger of such Sons, and the Heirs Male of his and their Body and Bodies; with Remainder to the Use of all and every the Daughter and Daughters of his the said Testator's said Daughter *Frances* Dowager Lady *Rivers* by the said *Horace William* late Lord *Rivers* begotten and to be begotten, equally to be divided between or among them as Tenants in Common, and the Heirs of their respective Bodies lawfully issuing; and in case there should be a Failure of Issue of any One or more of such Daughters, then, as to the Part or Share, Parts or Shares, as well original as surviving or accruing, of the Daughter or Daughters whose Issue should so fail, or her Issue, to the Use of the Survivors or Survivor and others or other of the said Daughters, and, if more than One, equally to be divided between or among them as Tenants in Common, and the Heirs of their respective Bodies issuing; and in case all such Daughters but one should happen to die without Issue, or if his Grand-daughter *Frances Beckford* should be the only Daughter of his the said Testator's said Daughter lawfully begotten, to the Use of such one or only Daughter, and the Heirs of her Body lawfully issuing; and for want of such Issue, to the Use of his the said Testator's own right Heirs for ever; and as for and concerning the said Term of One thousand Years therein-before by him limited to the Use of the said *Charles* Duke of *Dorset* and *Robert John Harper*, their Executors, Administrators, and Assigns, the said Testator did thereby will and direct that they the said *Charles* Duke of *Dorset* and *Robert John Harper*, their Executors, Administrators, and Assigns, should stand possessed of and interested in the said Manors  
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and other Hereditaments comprised in the said Term of One thousand Years, during the same Term, upon and for the Trusts, Intents, and Purposes therein declared and herein-after mentioned concerning the same; (that is to say,) upon trust that they the said *Charles Duke of Dorset* and *Robert John Harper*, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, should, by Mortgage, Sale, or other Disposition of his the said Testator's said Manors and other Hereditaments comprised in the aforesaid Term, or a competent Part or Parts thereof, for all or any Part of the same Term, or by the Fall and Sale of Timber, except ornamental Timber, in and about *Mistley Park*, or by any other lawful Ways or Means, levy and raise such Sum and Sums of Money in aid of his Personal Estate not by him specifically bequeathed, and of the Monies to be produced by Sale of his Freehold Messuage therein-before by him directed to be sold and converted into Personal Estate, as would be sufficient to pay and satisfy the Debts or Sums of Money which should be due and owing by him at the Time of his Decease, upon Mortgage, Bond, Specialty, Simple Contract, or otherwise; and, subject and without Prejudice to the Trust aforesaid, upon trust that the said *Charles Duke of Dorset* and *Robert John Harper*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should, by and out of the annual Rents and Profits of his said Manors and other Hereditaments, pay and satisfy the Interest upon or in respect of any Mortgages or Incumbrances which should at his the said Testator's Decease be charged upon or affect his said Manors and other Hereditaments comprised in the said Term of One thousand Years, and upon or in respect of any Sum or Sums of Money which should by virtue of or under the Trust aforesaid be raised by way of Mortgage upon the said Security of the same Manors and other Hereditaments, or any of them, when and as such Interest should become due and payable, and also, amongst other Annuities which have since determined, the said Annuity or yearly Sum of Five hundred Pounds, secured by his the said Testator's said Bond as therein and herein-before is mentioned, when and as the same Annuities should respectively become due and payable; and also should yearly and every Year during the Life of his the said Testator's said Wife *Frances Rigby*, or during so many Years of her Life as any of the Debts and other Incumbrances directed to be paid and satisfied under the aforesaid Trusts should remain due and owing, by and out of the annual Rents and Profits of the said Manors and other Hereditaments, levy and raise the Annuity or yearly Sum in the said Will mentioned, for the Benefit of his the said Testator's said Wife, but which Annuity has since ceased; and, subject thereto, in trust to apply the Surplus of the Rents and Profits arising from his said Manors and other Hereditaments during the Life of his the said Testator's said Wife in or towards the Liquidation of his aforesaid Debts; and until such Surplus be so applied, and as to so much thereof as shall not be so applied, in trust to lay out and invest the same in the Names of them the said Trustees in or upon Government or Real Securities at Interest, and from Time to Time to lay out and invest the Interest and Dividends to arise from such Securities in the same or other Securities of the like Nature, so that the same surplus Rents and Profits, and Interest and Dividends arising therefrom,



therefrom, might constitute an accumulating Fund for or towards the Payment and Discharge of his aforesaid Debts; and from and after the Decease of his said Wife, then upon trust, by and out of the Rents and Profits of his said Manors and other Hereditaments, to levy and raise, during the Life of his said Daughter *Frances* now Dowager Lady *Rivers*, or during so many Years of her Life as any of the Debts and other Incumbrances directed to be paid and satisfied under the aforesaid Trusts should remain due and owing, One Annuity or yearly Sum of One thousand Pounds, free from Taxes, and without any other Deduction, and should pay the same half-yearly into the proper Hands of her, his the said Testator's said Daughter, or unto her Order, in such Manner and to and for such Intents and Purposes as the Rents and Profits of his said Manors and other Hereditaments are subject to the said Term of One thousand Years and the Trusts thereof therein-before provided, to be paid to her, his said Daughter, or her Order, as therein is mentioned, and herein-before referred to, the first Payment of the said Annuity to his said Daughter to be made on the Expiration of Six Calendar Months from the Time of the Decease of his Wife; and after Payment of the said Annuity or yearly Sum of One thousand Pounds, and subject thereto, upon trust that they his said Trustees, and the Survivor of them, his Executors or Administrators, should pay and apply the surplus Rents and Profits in the Liquidation of his the said Testator's aforesaid Debts; and in the meantime, and until such Surplus be so applied, upon trust to invest the same in the Manner and for the Purposes therein-before directed concerning the surplus Rents and Profits remaining after Payment of the Annuity during the Life of his said Wife; and also upon trust that they the said *Charles Duke of Dorset* and *Robert John Harper*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should, by and out of the annual Rents and Profits of his the said Testator's said Manors and other Hereditaments, pay and satisfy the several other Annuities therein-after by his said Will given and bequeathed, when and as the same respectively should become due and payable; provided always, and the said Testator did thereby will and direct, that when the Trusts therein-before declared should be fully performed and satisfied, or should become unnecessary or incapable of being performed, and the Costs and Charges of the Trustee or Trustees for the Time being of the said Term should be fully paid and satisfied, and which the said Testator did thereby authorize them to levy and raise by all the Ways and Means aforesaid, and to retain accordingly, the said Term of One thousand Years by him limited or created of and in the said Manors and other Hereditaments, or so much thereof as should not be disposed of for the Purposes aforesaid, should cease, determine, and be void; and the said Testator did thereby declare that if his said Trustees or any of them, or any future Trustee or Trustees to be nominated and appointed as therein-after mentioned, during the Lives of his the said Testator's said Wife and Daughter, or the Survivor of them, happen to die, or decline to act in the several Trusts thereby in them reposed, then and in either of the said Cases it should be lawful to and for his said Wife during her Life, and after his Decease for his said Daughter during her Life, to nominate and appoint such

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other Person or Person to be a Trustee or Trustees in the Room or Stead of such Trustee or Trustees so dying or declining to act as aforesaid as she should think fit, and to do any Act which should be thought necessary for vesting the said several Estates, and Powers thereby given and reserved to his said Trustees as aforesaid, in such new Trustee or Trustees jointly with such of his former Trustees as should be willing and capable to act, or in case there should be no former continuing Trustee, then in such newly appointed Trustee or Trustees only, upon the Trusts and subject to the Powers aforesaid; and the said Testator appointed his said Wife sole Executrix of his said Will: And whereas the said Testator departed this Life in the Month of *August* in the Year One thousand eight hundred and twenty-seven, without having altered or revoked his said Will, and without having given or bequeathed any further or other Annuities than the Annuities or yearly Sums herein-before mentioned or recited, and leaving the said *Frances Rigby* his Widow, and the said Dowager Lady *Rivers*, his only Child and Heiress at Law, him surviving; and the same Will was, on or about the Twenty-fourth Day of *October* One thousand eight hundred and twenty-seven, duly proved by the said *Frances Rigby*, the Executrix thereof, in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the Real Estates of the said Testator *Francis Hale Rigby* are subject to certain Mortgages for several Sums, in the whole exceeding One hundred thousand Pounds: And whereas the said *Frances Rigby* departed this Life in the Month of *September* in the Year One thousand eight hundred and thirty-six, and Letters of Administration of the Goods, Chattels, and Credits of the said *Francis Hale Rigby* left unadministered by the said *Frances Rigby*, with the said Will annexed, were granted to the said *Frances Dowager Lady Rivers* on the Twelfth Day of *December* One thousand eight hundred and forty by the Prerogative Court of the Archbishop of *Canterbury*: And whereas the said *Horace William Beckford*, on the Decease of his Uncle the Right Honourable *George Pitt*, the Second Lord *Rivers*, in the Year One thousand eight hundred and twenty-eight, became Lord *Rivers* Baron *Rivers* of *Sudeley Castle* in the County of *Gloucester*, and thereupon obtained the Royal Licence that he, and such of his Issue as should succeed to certain Estates devised by the Will of the said *George* the Second Lord *Rivers*, might take and use the Surname of *Pitt Rivers* instead of that of *Beckford*, and that all other his Issue might take and use the Surname of *Pitt* instead of that of *Beckford*: And whereas the said *Horace William Pitt Rivers* Lord *Rivers* departed this Life on or about the Twenty-third Day of *January* in the Year One thousand eight hundred and thirty-one, without having had any Issue by his said Wife *Frances*, now Dowager Lady *Rivers*, other than and besides his said Two Sons, the said *George Pitt*, now Lord *Rivers*, formerly *George Beckford* Esquire, the eldest of such Sons, and the said *Horace Pitt*, formerly *Horace Beckford*, the younger of such Sons, and Two Daughters; namely, the Honourable *Fanny Pitt*, in the said recited Will called *Frances Beckford*, and the Honourable *Harriett Elizabeth Pitt*: And whereas the said *George Pitt Rivers* Lord *Rivers* intermarried with the Honourable *Susan Georgiana Leveson Gower* on or about the Second Day of *February* in the Year One thousand eight hundred



hundred and thirty-three, by whom he hath Issue the Honourable *George Horace Pitt*, his eldest Son and Heir Apparent, an Infant of the Age of Ten Years or thereabouts, and One other Son only, namely, the Honourable *Granville Beckford Pitt*, an Infant of the Age of Six Years or thereabouts: And whereas the said *Fanny Pitt* intermarried with *Frederick Cox* Esquire on or about the Twenty-fourth Day of *July* in the Year One thousand eight hundred and thirty-four, and departed this Life on or about the First Day of *February* in the Year One thousand eight hundred and thirty-six, leaving Issue One Child by the said *Frederick Cox* her surviving, namely, *Frederick Cox* the younger, and who is now living and an Infant: And whereas the said *Harriett Elizabeth Pitt* intermarried with *Charles Dashwood Bruce* Esquire on or about the Eighteenth Day of *September* One thousand eight hundred and forty-one, and hath not at present any Issue: And whereas the said *Horace Pitt* is a Bachelor: And whereas in the Year One thousand eight hundred and thirty-eight the said *Robert John Harper*, being desirous of declining to act under the Trusts of the said recited Will of the said *Francis Hale Rigby*, by an Indenture bearing Date the Twenty-first Day of *August* in the Year One thousand eight hundred and thirty-eight, and made between the said *Frances Dowager Lady Rivers* of the First Part, the said *Charles Duke of Dorset* and *Robert John Harper* of the Second Part, *John Gurdon Rebow* of *Wivenhoe Park* in the said County of *Essex*, Esquire, of the Third Part, and *John Thomas Ambrose* of *Mistley* in the said County of *Essex*, Gentleman, of the Fourth Part, the said *John Gurdon Rebow* was duly appointed to be a Trustee in the Room or Stead of him the said *Robert John Harper* to act in the Trusts of the said Will for the Purposes for which by the said Will the said *Charles Duke of Dorset* and *Robert John Harper* were appointed Trustees; and by virtue of the same Indenture, and of another Indenture bearing Date the Twenty-second Day of *August* One thousand eight hundred and thirty-eight (indorsed upon the said Indenture of the Twenty-first Day of *August* One thousand eight hundred and thirty-eight), and made between the said *John Thomas Ambrose* of the one Part, and the said *Charles Duke of Dorset* and *John Gurdon Rebow* of the other Part, all and singular the said Manors, Messuages, Lands, Tenements, and Hereditaments comprised in and so as aforesaid devised by the said in part recited Will of *Francis Hale Rigby* deceased, or which might be comprised in or affected by the said Term of One thousand Years thereby created, with their Rights, Members, and Appurtenances, were assigned unto the said *Charles Duke of Dorset* and *John Gurdon Rebow*, their Executors, Administrators, and Assigns, for all the Residue then to come of the said Term of One thousand Years, upon the Trusts and for the Intents and Purposes in the said recited Will of the said *Francis Hale Rigby* declared: And whereas the said *Charles Duke of Dorset* departed this Life on or about the Twenty-ninth Day of *July* in the Year One thousand eight hundred and forty-three, leaving the said *John Gurdon Rebow*, his Co-trustee, him surviving: And whereas there are no Funds or Property of the said Testator *Francis Hale Rigby* out of which his said Mortgages or other Debts can be discharged, other than the said respective Hereditaments comprised in the said Mortgages: And whereas the same



same respective Hereditaments, by their present Names and Descriptions, are particularly mentioned and described in the Schedule to this Act annexed: And whereas the surplus Rents and Profits of the same Hereditaments, after Payment of the Interest upon the said respective Mortgages, and the necessary Outgoings for the said Estates, is not sufficient for Payment of the said Annuity of One thousand Pounds payable to the said *Frances Dowager Lady Rivers*: And whereas, by reason of the Limitations contained in the said recited Will of the said *Francis Hale Rigby* of the Remainder or Reversion of and in the said Hereditaments comprised in the said Term of One thousand Years, there is no Power of selling the same Hereditaments, except for the Residue of the said Term of One thousand Years: And whereas the said *Frances Dowager Lady Rivers* and *George Pitt Rivers Lord Rivers* are desirous that the said several herein-before mentioned Mortgages should be paid off and discharged by means of a Sale of the said Hereditaments devised by the said recited Will; and inasmuch as a more beneficial Sale of the same Hereditaments could be effected by a Sale of the Fee Simple and Inheritance of and in the same Hereditaments than could be made of the same Hereditaments for the Residue of the said Term of One thousand Years only, it would be highly beneficial to the several Persons interested in the said devised Estates of the said *Francis Hale Rigby* deceased, if Power were given to sell and convey the Fee Simple of the same Hereditaments for the Purpose of discharging the said several Debts or Mortgages, and if the Surplus (if any) of such Sale Monies should be laid out in the Purchase of other Real Estates, to be settled to such of the Uses, and upon such of the Trusts, and for such of the Intents and Purposes, as, under or by virtue of the said Will of the said *Francis Hale Rigby* deceased, would be then subsisting and capable of taking effect of and concerning the Hereditaments so to be sold, if the same had not been so sold; but the beneficial Purposes aforesaid cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *Frances Dowager Lady Rivers* and *George Pitt Rivers Lord Rivers*, with the Assent of the said *Horace Pitt* and *Charles Dashwood Bruce* and *Harriett Elizabeth* his Wife, 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 all the said Manors, Capital and other Messuages, Advowsons, Rectory, Tithes, Lands, Tenements, and Hereditaments so devised by the said herein-before recited Will of the said *Francis Hale Rigby* deceased to the Use of the said *Charles Duke of Dorset* and *Robert John Harper* for the Term of One thousand Years as aforesaid, and which said Capital and other Messuages, Advowsons, Rectory, Tithes, Lands, Tenements, and Hereditaments are by way of a more special and particular Description specified in the said Schedule to this Act annexed, by way of particularizing the same as far as may be, but not so as to limit or restrain the Operation of the general Description herein-before given, with their Appurtenances, and the Inheritance thereof in Fee Simple, shall, from and immediately after the passing of this Act,

Estates devised by the Will of F. H. Rigby for the Term of 1,000 Years vested in the Trustees of this Act, upon Trust to sell the Fee Simple.



Act, but subject and without Prejudice to the Mortgages charged on the said Hereditaments or any Part thereof, and now subsisting; and to the said Annuity of Five hundred Pounds payable to the said *Frances Dowager Lady Rivers* as herein-before mentioned, be well and effectually vested in the said *John Gurdon Rebow* and in the said *Frederick Cox* the elder and *William Loftus Lowndes* of *Lincoln's Inn* in the County of *Middlesex*, Barrister at Law, their Heirs and Assigns, freed and absolutely discharged of and from all the Uses, Trusts, Limitations, Provisions, and Declarations contained in the said recited Will of the said *Francis Hale Rigby* concerning the same; nevertheless, upon trust that the said *John Gurdon Rebow*, *Frederick Cox* the elder, and *William Loftus Lowndes*, or the Survivors or Survivor of them, or his Heirs, or other the Trustees or Trustee for the Time being of this Act, do and shall, as soon as conveniently may be after the passing of this Act, sell and absolutely dispose of the said Manors, Capital and other Messuages, Advowsons, Rectory, Tithes, Lands, Tenements, and Hereditaments specified or described in the said Schedule to this Act annexed, and hereby vested in the said *John Gurdon Rebow*, *Frederick Cox* the elder, and *William Loftus Lowndes* as aforesaid, for an Estate of Inheritance thereof in Fee Simple, either altogether in One Lot or in Parcels, and either by public Auction or private Contract, either with or without special or other Conditions of Sale relating to the Title or the Evidence of Title to the said Manors, Capital and other Messuages, Advowsons, Rectory, Tithes, Lands, Tenements, and Hereditaments so to be sold, or any of them, or to the Manner of carrying such Sale or Sales into effect, to any Person or Persons whomsoever, and for such Price or Prices as to the said *John Gurdon Rebow*, *Frederick Cox* the elder, and *William Loftus Lowndes*, or the Survivors or Survivor of them, or his Heirs, or other the Trustees or Trustee aforesaid, shall seem reasonable, with full Power to buy in the same, or any of them, at any such public Auction or Auctions, or to rescind the Contract or Contracts for the Sale thereof, and to resell the same from Time to Time, with or without such special or other Conditions of Sale as aforesaid, and without being answerable for any Loss or Diminution in Price, and to make, do, and execute such Acts, Deeds, Conveyances and Assurances, Matters and Things whatsoever, as shall be requisite or proper for the Purpose of effectuating and completing such Sale or Sales.

II. And be it enacted, That the Purchaser or Purchasers of the said Manors, Messuages, Advowsons, Rectory, Tithes, Lands, Tenements, and Hereditaments by this Act authorized to be sold as aforesaid, or any of them, or any Part or Parts thereof, shall pay the Sum or Sums of Money agreed to be by him, her, or them respectively paid under the Authority of this Act, or so much thereof as he, she, or they shall not, by the Direction of the said *John Gurdon Rebow*, *Frederick Cox* the elder, and *William Loftus Lowndes*, or the Survivors or Survivor of them, or the Heirs of such Survivor, or other the Trustees or Trustee aforesaid, pay or apply in or towards Discharge of the Principal Monies secured by the said now subsisting Mortgages, in exoneration of the Hereditaments respectively charged therewith, or some of them, or some Part or Parts thereof,

Application  
of Purchase  
Monies.

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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 Purchasers of the Estates devised by the Will of *Francis Hale Rigby* Esquire, deceased," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and the General Rules and Orders 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 Twenty-four.

Receipts for  
Purchase  
Monies.

III. And be it enacted, That such Payments as shall be so made in or towards Discharge of the said Mortgages, or any or either of them, shall be and be deemed to be good Payments, and also that the Certificate or Certificates of the said Accountant General, together with the Receipt or Receipts of one of the Cashier or Cashiers of the Bank of *England*, to be therewith filed in the Register Office of the Court of Chancery, of such Payment into the Bank as aforesaid, or an Office Copy or Copies thereof respectively, shall be and be deemed and taken to be a good and sufficient Discharge or good and sufficient Discharges to such Purchaser or Purchasers respectively, and to his, her, and their Heirs, Executors, Administrators, and Assigns, for his, her, or their Purchase or Consideration Money, or so much thereof respectively as therein respectively shall be expressed to have been paid, and that such Purchaser or Purchasers, his, her, or their Heirs, Executors, Administrators, or Assigns respectively, shall not, after the filing of such Certificate or Certificates and the Receipt or Receipts as aforesaid, be liable to see to the Application of such Monies, either upon the Trusts or for the Purposes of the said recited Will, or any of them, or otherwise howsoever, nor be answerable or accountable for any Loss, Misapplication, or Nonapplication of the same.

Payment of  
Costs, and  
Application  
of Surplus.

IV. And be it enacted, That the Monies so to be paid into the Bank to the Account "*Ex parte* the Purchasers of the Estates devised by the Will of *Francis Hale Rigby* Esquire, deceased," as aforesaid, shall, in the first place, be applied in paying and satisfying all the Costs, Charges, and Expences of all Parties in preparing and obtaining this present Act, and otherwise incident thereto, and to the Sale or Sales hereby authorized, and the Execution of the Powers and Authorities hereby created in relation thereto, and to the Application of the Proceeds of such Sale or Sales; and, in the next place, shall be applied, under and subject to the Directions of Her Majesty's High Court of Chancery, either in pursuance of any Decree or Order, Decrees or Orders, to be made in any Suit or Suits to be instituted for that Purpose, and which Suit or Suits the said Court may direct to be instituted, or, in the Discretion of the said Court, in pursuance of any Order or Orders for that Purpose to be obtained upon Motion or Petition in a summary Way by or on behalf of any Person or Persons interested in such Application thereof, in or towards answering and satisfying such of the Trusts and Purposes expressed and contained in the said recited Will concerning the Sum and Sums of Money to be levied and raised under the Trusts of the said Term of One thousand Years thereby created as shall be subsisting and  
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unsatisfied;



unsatisfied; and the Residue and Surplus (if any) of such Money shall from Time to Time be laid out and invested, under and subject to the Directions of Her Majesty's High Court of Chancery, in pursuance of any Order or Orders for that Purpose to be obtained upon Motion or Petition in a summary Way by or on behalf of the Person or Persons who, under or by virtue of the said Will of the said *Francis Hale Rigby*, would for the Time being be beneficially entitled to the Possession or to the Receipt of the Rents and Profits of the Manors, Lands, and Hereditaments so to be purchased, if the same had been actually purchased, if such Person or Persons shall be of the Age of Twenty-one Years; but if not, then, by or on behalf of the Guardian or Guardians of such Person or Persons, in the Purchase of Freehold Manors, Messuages, Farms, Lands, Tenements, and Hereditaments of an Estate of Inheritance in Fee Simple in possession, to be situate in *England*, or of Copyhold Lands or Hereditaments convenient to be held therewith, such Copyhold Lands or Hereditaments not exceeding in Value One Sixth Part of the Freehold Lands so to be purchased; and all which Premises so to be purchased as aforesaid shall be conveyed, surrendered, settled, and assured to, for, upon, with, under, and subject to such Uses, Estates, Trusts, Intents, Purposes, Powers, Provisoos, Limitations, and Declarations as, under or by virtue of the said recited Will of the said *Francis Hale Rigby*, the Hereditaments from the Sale whereof the Monies laid out in such Purchase shall have arisen would have stood or been limited or subject to if the same Hereditaments had not been sold, or as near thereto as Circumstances will permit, but not so as to revive any Mortgage, Charge, or Incumbrance which shall have been then answered or satisfied under the Provisions of this Act or otherwise.

V. And be it enacted, That in the meantime, and until such Purchase or Purchases shall respectively be made as aforesaid, the Monies so directed to be laid out in the Purchase of Manors, Messuages, Farms, Lands, and Hereditaments under the Provisions of this Act as aforesaid shall be laid out by the said Accountant General in the Purchase of Bank Three Pounds *per Centum* Consolidated or Reduced Annuities, or Government Securities, in the Name of the said Accountant General, to be placed to his Account to the Credit of the said Cause as aforesaid, to remain until the said Court of Chancery shall, by some Order or Orders to be obtained on Motion or Petition in a summary Way by or on behalf of the Person or Persons for the Time being entitled to the Rents and Profits as last aforesaid, or by his, her, or their Guardian or Guardians, be ordered to be sold by the Accountant General for the completing of any Purchase or Purchases hereby authorized to be made as aforesaid, and that the Dividends, Interest, and annual Proceeds of the said Bank Annuities or Government Securities shall be paid to the Person or respective Persons who, under or by virtue of the Provisions and Directions in this Act expressly or by reference contained, would for the Time being be entitled to the Rents, Issues, and Profits of the Hereditaments herein-before directed to be purchased, in case the same had been so purchased.

Monies to be invested in 3l. per Cent. Consols or Reduced Annuities until laid out in the Purchase of Land.

VI. Pro-



Taxation of  
Costs.

VI. Provided always, and be it enacted, That it shall and may be lawful for the said Court of Chancery, from Time to Time, upon Petition in a summary Way to be presented by or on behalf of such Person or Persons as herein-before directed, to make such Order or Orders as to the said Court shall seem fit for taxing and settling the Costs, Charges, and Expences herein-before directed to be paid out of the Proceeds of such Sale or Sales as aforesaid, and for taxing the Costs of the several Applications to be made to the said Court respecting the Matters aforesaid, and the Costs of taking the said Monies out of the Bank, and investing such Monies in the Purchase of Manors, Lands, and Hereditaments as aforesaid, and of settling the same Manors, Lands, and Hereditaments according to the Directions herein-before contained, or otherwise in carrying the Trusts and Directions of this Act in relation to the Proceeds of such Sale or Sales as aforesaid into execution, and for the Payment of all such Costs, Charges, and Expences out of the Monies which shall arise from any Sale or Sales to be made under or by virtue of this Act, and which shall be so paid into the Bank as aforesaid, or out of the Monies arising by Sale of the said Bank Annuities or Government Securities so to be purchased as aforesaid.

Appoint-  
ment of new  
Trustees.

VII. Provided always, and be it enacted, That in case the said *John Gurdon Rebow*, *Frederick Cox* the elder, and *William Loftus Lowndes*, or the Survivors or Survivor of them, or his Heirs or Assigns, or any or either of them respectively, or any other Trustee or Trustees to be appointed as herein-after mentioned, or his, their, or any of their Heirs or Assigns, shall die, or desire to relinquish, or refuse or decline, or become incapable to act in the Trusts hereby created, or shall go to reside out of *Great Britain* before the said Trusts shall be fully performed and executed, then and in every such Case it shall and may be lawful to and for the said Court of Chancery, on Motion or Petition in a summary Way by the said *Frances Dowager Lady Rivers* during her Life, and after her Decease by the said *George Pitt Rivers* Lord *Rivers* during his Life, and after his Decease by the Person or Persons who would for the Time being be beneficially entitled in possession to the Rents and Profits of the Hereditaments to be purchased by this Act, in case the same were purchased, if such Person or Persons shall be of the Age of Twenty-one Years, or by the Guardian or Guardians of such Person or Persons on his, her, or their Behalf, if such Person or Persons shall be under that Age, from Time to Time to nominate or appoint One or more Person or Persons to be a Trustee or Trustees in the Place or Stead of the Trustee or Trustees so dying, or desiring to relinquish, or refusing or declining or becoming incapable to act, or going out of *Great Britain* as aforesaid; and when and so often as any Trustee or Trustees shall have been nominated and appointed in manner aforesaid all the said Trust Estates which shall be then vested in the Trustee or Trustees so dying, or desiring to relinquish, or refusing, declining, or becoming incapable to act, or going out of *Great Britain* as aforesaid, shall with all convenient Speed be conveyed and assured so and in such Manner as to become legally and effectually vested in such new Trustee or Trustees solely, or jointly with the surviving or continuing  
Trustee



Trustee or Trustees, as the Circumstances of the Case shall require, upon the same Trusts, and for the same Uses, Intents, and Purposes, as are herein expressed and declared concerning the same Estates respectively, or such and so many of them as shall be then subsisting or capable of taking effect; and such new Trustee or Trustees shall and may in all Things act in the Management, carrying on, and Execution of the Trusts hereby created, as fully and effectually, and with all the same Powers and Authorities, to all Intents and Purposes whatsoever, as if he or they had been originally by this Act nominated a Trustee or Trustees.

VIII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her, and their Successors, Executors, Administrators, and Assigns, (other than and except the said *Frances Dowager Lady Rivers*, *George Pitt Rivers* Lord *Rivers*, and *Horace Pitt*, and the Sons of the said *George Pitt Rivers* Lord *Rivers* and *Horace Pitt*, and the Heirs Male of the Body of all such Sons successively, and the Daughters of the said *Frances Dowager Lady Rivers*, and the Heirs of the Body of all and every the Daughters of the said *Frances Dowager Lady Rivers*, and the said *John Sneyd*, his Heirs and Assigns, and the said *John Gurdon Rebow* and the Persons entitled and to be entitled under the Trusts of the said Term of One thousand Years, and the right Heirs of the said *Frances Hale Rigby* deceased,) all such Right, Title, Interest, Claim, and Demand whatsoever of, in, to, or out of the same Hereditaments respectively, and every or any Part thereof, as they, every or any of them, had before the passing of this Act, or could or might have had, held, and enjoyed in case this Act had not passed.

General Saving.

IX. 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 SCHEDULE to which the foregoing Act refers.

Parishes.	Name and Description of Land and Premises.	Quantity.			Yearly Rent.		
		A.	R.	P.	£	s.	d.
Mistley - -	Mistley Hall, Lawn and Pleasure Grounds, Kitchen Garden, and Scite of Gardener's House -	12	3	2	300	0	0
Ditto - -	Upper Lodge Piece - - - 24 0 28						
	Lower Ditto - - - 23 0 12						
		47	1	0	70	10	0
Ditto - -	A Paddock and Field called Cups Field, Pieces of Land held therewith - - -	15	0	38	32	0	0
Ditto - -	The Thorn Inn, and Field held therewith, Forty-three Houses, Blacksmith's Shop, and Schoolhouse, in Mistley Village and Mistley Green, let at yearly Rents amounting to - - - Two unoccupied.	-	-	-	566	17	0
Ditto - -	Mistley Wharf and Quay, Pit, Wharfinger's House, Four Coal-yards and Right of Ballasting, Pasture Field, and sundry Inclosures of Land, together Twenty-two Acres Three Roods and Twenty-five Perches - - -	-	-	-	621	0	0
Ditto - -	Ship-yard, Granaries, Warehouses, and Malting Office, let together at per Annum - - -	-	-	-	359	10	0
Farms, Woods, and Rent-charge in lieu of Tithes; viz.							
Part of Home Park, Deer Park, Arable and Pasture Lands, now known as Park Farm.							
Mistley - -	- - - - - 638 0 34						
and Bradfield - -	- - - - - 16 1 17						
Mistley - -	Late Glebe - - - - - 33 0 10						
		687	2	21	809	12	0
NEWHALL FARM.							
Mistley - -	- - - - - 262 0 7						
Little Bromley - -	- - - - - 39 2 18						
		301	2	25	400	2	0
Mistley - -	- - - - - - - -	6	2	25			
Little Bromley - -	Stacie's Farm - - - - - 200 0 0						
Lawford - -	Ditto - - - - - 61 0 0						
Mistley - -	Three Pieces of Land held with Ditto 25 3 31						
		286	3	31	357	10	0
Bradfield - -	Cottage Farm - - - - - - - -	56	0	3	110	0	0
Mistley - -	Home Farm - - - - - - - -	92	0	25	126	0	0
HEATH FARM.							
Bradfield - -	- - - - - 31 1 37						
Little Bromley - -	- - - - - 0 0 7						
Mistley - -	- - - - - 84 3 0						
		116	1	4	145	3	3



Parishes.	Name and Description of Land and Premises.	Quantity.			Yearly Rent.		
		A.	R.	P.	£	s.	d.
	<b>DICKLEY HALL FARM.</b>						
Mistley - - -	- - - - - 204 3 26						
Little Bromley - - -	- - - - - 109 2 34						
	<hr/>						
Mistley - - -	Field - - - - -	314	0	20	393	2	6
	N. B.—On this Field very spacious Malting Offices are erected. The Field is leased to Mr. Norman for Ninety-nine Years, about Sixty of which are unexpired.	2	3	5	20	0	0
Same - - -	Meadow - - - - -	-	-	-	5	0	0
Bradfield - - -	Cockfield - - - - -	5	2	9	10	0	0
Mistley - - -	Margerums Wood - - - - -						
Little Bromley - - -	Chequers Ditto - - - - -	32	2	15			
Ditto - - -	Little Ditto - - - - -	22	3	28			
Bradfield - - -	Grove - - - - -	13	0	36			
	<hr/>						
Mistley - - -	Plantations, &c. - - - - -	69	1	5			
	Average annual Produce of Underwood from the above - - - - -	89	3	25			
	The Rent-charge in lieu of the Great Tithes of Bradfield, for the Year ending First October One thousand eight hundred and forty-three - - - - -				79	10	0
	The Advowson and Right of perpetual Presentation to the Rectory of Mistley and Vicarage of Bradfield (consolidated Livings). - - - - -				450	19	0
	The Manor of the Rectory of Bradfield, Quit Rents - - - - -				5	6	1
	The Manor of Netherhall in Bradfield, Quit Rents - - - - -				2	11	8
	Fines of the above Manor average about, per Annum - - - - -				15	0	0
	The Manor or reputed Manor of Mistley cum Manningtree, Quit Rents - - - - -				4	6	1
	No Fines, the whole of the Property belonging to this Manor being of Freehold Tenure.						
	N. B.—The Income arising from these Manors consists of the above Quit Rents, and Fines on Death and Alienation.						

*John Thomas Ambrose.*