



ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. 9.

An Act for the Purpose of conferring Powers of jointuring and charging Portions out of and upon the Estates and Hereditaments of which the Right Honourable *William* Earl of *Aber-gavenny* is seised as Tenant in Tail Male under an Act passed in the Second and Third Years of the Reign of King *Philip* and Queen *Mary*, and for enabling Leases and Sales to be made of certain Parts of the same Estates and Hereditaments; and for other Purposes.

[29th July 1864.]

WHEREAS by an Act of Parliament passed in the Session of the Second and Third Years of the Reign of King *Philip* and Queen *Mary*, intituled *An Act concerning the Restitution of the Heirs Male of Sir Edward Nevill Knight*, after reciting an Act of the Thirty-first Year of the Reign of King *Henry*

2 & 3 Phil.
& Mar.
(Priv., n. p.)

[Private.]

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the Eighth for the Attainder of Sir *Edward Nevill* Knight, and the Forfeiture of his Manors, Lordships, Hundreds, Lands, Tenements, and other Hereditaments to the Crown, and reciting an Act of the Thirty-fourth Year of King Henry the Eighth, in this Act called the "Act of Restitution," whereby *Edward Nevill* Esquire, Son of the said Sir *Edward Nevill* Knight, (and which *Edward Nevill* the Son is in this Act called *Edward Nevill* Esquire,) was restored, and enabled in Name and Blood, as Son and Heir to the said Sir *Edward Nevill* Knight, and made capable to inherit all such Honours, Manors, Lordships, Hundreds, Lands, Tenements, and other Hereditaments and Possessions whatsoever which at any Time from thenceforth should descend, revert, or come to him as Son and Heir of the said Sir *Edward Nevill*, or as Heir of the Body of the said Sir *Edward Nevill*, or Heir, or as Heirs Male of any Ancestors of the said Sir *Edward Nevill*, or of any of them, as the said *Edward Nevill* Esquire should or might have done or had if the said Attainder of the said Sir *Edward Nevill* had never been had or made, saving such Rights, Titles, Claims, Interests, and Demands as are therein expressed to be saved and excepted, it was enacted, that for Lack of Heirs Male of the Body of *Henry Nevill* Knight, then Lord *Abergavenny*, the said *Edward Nevill* Esquire might have, hold, and enjoy, to him and to the Heirs Male of his Body, all and singular such Honours, Castles, Baronies, Lordships, Manors, Lands, Tenements, and Hereditaments whatsoever, and the Reversion and Remainder of the same, as by the Will of the Right Honourable *George Nevill* Knight Lord *Abergavenny*, then deceased, were willed, given, entailed, or assigned in use or in possession for default of Heirs Male of the Bodies of the said *George* Lord *Abergavenny* and Lady *Mary* his Wife, and for Lack of Heirs Male of the Body of Sir *Thomas Nevill* Knight, then deceased, Brother of the said *George* Lord *Abergavenny*, to the said Sir *Edward Nevill* Knight and to the Heirs Male of the Body of the said Sir *Edward Nevill*, anything contained or specified in the Act of Restitution, or any saving Proviso or other Article in that Act, contained, or in any other Act of Parliament, or any other Matter or Cause, to the contrary notwithstanding; and it was further enacted that, for Lack of Heirs Male of the Body of the said *Edward Nevill* Esquire, all and singular the said Honours, Castles, Baronies, Lordships, Manors, Lands, Tenements, and other Hereditaments, and the Reversion and Remainder thereof as aforesaid, should, after the Decease of the said *Henry Nevill* then Lord *Abergavenny* without Issue Male of his Body, wholly remain unto *Henry Nevill* Knight, Brother of the said *Edward Nevill* Esquire, and to the Heirs Male of his Body, with Remainder unto *George Nevill*, Brother of the said *Edward Nevill* Esquire and *Henry Nevill* Knight, and to the Heirs Male of the Body of the said *George Nevill*, with Remainder to the Heirs of the Body of the said *George* then late Lord *Abergavenny*,

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with Remainder to the Heirs of the Body of the said Sir *Thomas Nevill* Knight, according to the Tenor and Effect of the said last Will of the said *George* then late Lord *Abergavenny*; and it was thereby provided and enacted that if the said *Henry* then Lord *Abergavenny* and the said *Edward Nevill* Esquire, *Henry Nevill*, and *George Nevill*, and every of them, should decease without Heirs Males of their several Bodies, and also if the Heirs of the Body of the said *George* Lord *Abergavenny* should decease without Heirs of their Bodies, and also if the Heirs of the Body of the said Sir *Thomas Nevill* should decease without Heirs of their Bodies (any Heirs or Issue of the Body of the said Sir *Edward Nevill* then living), then the said Queen *Mary*, Her Heirs and Successors, should and might have, hold, and enjoy all and singular the said Honours, Castles, Manors, Lordships, Lands, Tenements, and other Hereditaments, and the Reversions and Remainders of the same, for and during all such and so long Time and Times as any of the said Heirs or Issue of the Body of the said Sir *Edward Nevill* Knight lawfully begotten should or ought to have had and enjoyed the same if the said Sir *Edward Nevill* had not been attainted, and that no Feoffment, Discontinuance, Fine, or Recovery, with Voucher or otherwise, or any other Act or Acts thereafter to be made, done, suffered, or acknowledged of the Premises, or of any Part or Parcel thereof, by the said *Henry Nevill* then Lord *Abergavenny*, *Edward Nevill* Esquire, *Henry Nevill*, and *George Nevill*, or by any of them, or by any of the Heirs Male of their several Bodies, or by any of the Heirs of the Body of the said *George* Lord *Abergavenny*, or by any of the Heirs of the Body of the said Sir *Thomas Nevill*, or by any of them, should bind or conclude in Right or put from Entry the said Queen *Mary*, Her Heirs and Successors, or any of the Heirs in Tail, or any to whom the Premises or any Parcel thereof should descend, revert, remain, or come by virtue of the last Will of the said *George* Lord *Abergavenny*: And whereas an Act was passed in the Thirty-fifth Year of the Reign of Queen *Elizabeth*, intituled *An Act concerning the Lands of Henry late Lord Bergavenny deceased*, whereby, after reciting the said Act of *Philip and Mary*, and reciting that by and after the Death of the said *Henry* Lord *Bergavenny*, who had then lately died without any Heir Male of his Body, the Castles, Manors, Lordships, Farms, Granges, and other the Premises specified and contained in the said recited Act of *Philip and Mary* did by virtue of that Act vest in the said *Edward Nevill* Esquire (in the Act now in recital called *Edward Nevill* the Father), and from him were descended to and then vested in his Son *Edward Nevill* (in this Act called *Edward Nevill* the Son), as Son and Heir Male of the Body of his said Father then lately deceased, it was, amongst other things, enacted, that from and after the First Day of *April* then next ensuing the said *Edward Nevill* the Son, and the Heirs Male

35 Eliz.
(Priv., n. p.)

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of his Body being of full Age, and seised in possession of all or any of the said Manors, Lordships, Farms, Messuages, Granges, Lands, Tenements, and Hereditaments specified in the said Act of *Philip and Mary*, and in the said last Will of the said *George Lord Bergavenny*, or either of them, might demise or let such of the said Manors, Lordships, Farms, Messuages, Lands, Tenements, and Hereditaments as then were in the Seisin or Possession of the said *Edward Nevill* the Son, and all the Rest and Residue of the said Manors, Lands, and Tenements not being in possession, when and as soon as they should fall into the Possession of the said *Edward Nevill* the Son, or the Heirs Male of his Body begotten (and as the same should so severally fall into his or their Possession), unto any Person or Persons for and during such Term and Terms and in such Manner and no otherwise than as Tenant in Tail in and by an Act of the Thirty-second Year of the Reign of King *Henry* the Eighth was authorized to make and grant, and that all such Lease and Leases so to be made or granted by the said *Edward Nevill* the Son, or any the Heirs Males of his Body being of full Age, should be in Law good and available according to the Tenor of every such Lease and Leases against the said *Edward Nevill* the Son, and the Heirs Males of his Body, and the Heirs Males of the Body of his said Father, any former Restraint, Proviso, or other Matter or Thing specified or contained in the said Act of *Philip and Mary* to the contrary thereof in anywise notwithstanding; and it was by the said Act of the Thirty-fifth of *Elizabeth*, now in recital, provided that the said Acts nor anything therein contained should in anywise extend to any Lease to be made of any of the chief or principal Houses of the said *Edward Nevill* the Son, and which had been within Twenty Years then last past most commonly used for the Habitations or Dwelling of the said *Edward Nevill* the Son, or of the said *Sir Henry Nevill* Knight, then late Lord *Bergavenny*, nor to any Lease to be made of the Park or Dêmesnes of *Berling* or of the Park of *Ewridge* and *Franté Pitts*, or any of them, or of any Part of any of them: And whereas an Act was passed in the Thirtieth Year of the Reign of His late Majesty King *George* the Third, intituled *An Act to confirm a Lease lately made by Henry Nevill Earl of Abergavenny of certain entailed Mines and other Hereditaments in the County of Monmouth, and to enable granting future Leases of the said entailed Mines and other Hereditaments; and also of all other Estates of which the said Earl is seised as Tenant in Tail Male under an Act of Parliament passed in the Second and Third Years of the Reign of Philip and Queen Mary, and under the Limitations in the last Will of George Lord Abergavenny in the said Act of Philip and Mary mentioned*, after reciting the said herein before recited Acts of the Second and Third Years of *Philip and Mary* and the Thirty-fifth Year of *Elizabeth*, and reciting that *Henry Nevill*, then Earl of *Abergavenny*, as Heir Male of the

30 Geo. 3.
c. 38. (Priv.)

Body

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Body of the said *Edward Nevill* Esquire, was then Baron of *Abergavenny*, and was also in that Character seised of or entitled to such of the Honours, Castles, Baronies, Lordships, Manors, Lands, Tenements, and Hereditaments by the said Act of *Philip and Mary* enacted to be held and enjoyed by the said *Edward Nevill* Esquire, and the Heirs Male of his Body, as had not been alienated from the Family of the said *Henry Nevill* Earl of *Abergavenny*, and after confirming the Lease therein mentioned of certain Mines, Collieries, and Hereditaments within the Manors or Lordships of *Abergavenny* and *Pellenigg*, forming Part of the Entailed Estates, and reciting that it would be convenient that the said *Henry Nevill* Earl of *Abergavenny*, and the future Heirs Male of the Body of the said *Edward Nevill* Esquire, should have a Power of leasing all or any of the Estates and Hereditaments which the said *Henry Nevill* Earl of *Abergavenny* was seised of or entitled to in Tail Male as aforesaid, in addition to the Power of leasing granted to Tenants in Tail by the said Act of the Thirty-second of *Henry* the Eighth, it was enacted, that from and after the passing of the Act now in recital it should be lawful to and for the said *Henry Nevill* Earl of *Abergavenny*, and to and for every future Heir Male of the Body of the said *Edward Nevill* Esquire, being of full Age, and seised in possession of all or any of the said Manors, Lordships, Messuages, Lands, Tenements, and Hereditaments of or to which the said *Henry Nevill* Earl of *Abergavenny* was at the Time of the passing of the Act now in recital seised or entitled as Heir in Tail Male in Possession under and by virtue of the said Act of *Philip and Mary*, and in case of Infancy for the Guardian or Guardians of such Infant, by Indenture or Indentures in manner therein mentioned, to make any Demise or Lease or Demises or Leases of all or any Part of the Manors, Lordships, Lands, Tenements, and Hereditaments of or to which the said *Henry Nevill* Earl of *Abergavenny* was then seised or entitled as Heir in Tail Male in possession in manner aforesaid, but subject, as therein mentioned, as to certain Mines and Hereditaments in the County of *Monmouth* comprised in the Lease therein mentioned as aforesaid, (except only the Capital Messuage or Mansion House then called *Ewridge Place* in the County of *Sussex*, and all Buildings, Gardens, and Appurtenances to the same Capital Messuage or Mansion House belonging or therewith usually occupied or enjoyed, and the Park called *Ewridge Park* otherwise *Grant Park*, also situate in the said County of *Sussex*, and also all such Lands adjoining to the said Capital Mansion House or any of its Appurtenances, or to the said Park, as had been or should be usually occupied or enjoyed with the said Capital Mansion House and Park,) unto any Person or Persons for any Term or Number of Years not exceeding Twenty-one Years, or in the Case of any Messuage or Messuages, Building or Buildings, Lands, Tenements, or Hereditaments, being Part of the

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same Entailed Hereditaments and Premises (except as aforesaid), situate within the Borough or Town of *Lewes*, or the Precincts of either of them, in the County of *Sussex*, or within the Distance of a Mile from the Town or Village called *Tunbridge Wells* in the County of *Kent*, or situate within the Borough of *Southwark* in the County of *Surrey*, or within the Town of *Abergavenny* in the County of *Monmouth*, or within the Precincts of the said Town of *Abergavenny* (except the Site of *Abergavenny Castle*), or within any Market Town of the said County of *Monmouth* or in any other County, for any Term or Number of Years not exceeding Sixty Years, or for One, Two, or Three Lives, for the Purpose of erecting new Buildings, or of rebuilding thereon at the Expense of the Lessee or Lessees, or Tenant or Tenants, and Forty Years for the Purpose of repairing at the Expense of the Lessee or Lessees, or Tenant or Tenants, or in case of any unimproved or uncultivated Lands, being Part of the same Entailed Hereditaments and Premises (except as before excepted), for any Term of Years not exceeding Sixty Years, or for One, Two, or Three Lives, for the Purpose of Improvement and Cultivation, whether by erecting Buildings thereon or otherwise, at the Expense of the Lessee or Lessees, Tenant or Tenants, to commence in possession and not in reversion, or by way of future Interest, so as in every such Lease there should be reserved and made payable half-yearly or oftener during the Continuance thereof, to be incident to and go along with the immediate Remainder or Reversion of the same Premises expectant on such Lease or Leases, the most and best improved Rent that could at the Time of making such Lease or Leases be reasonably got for the same Premises to be comprised therein, without taking any Fine, Premium, Foregift, or other Thing in the Nature of a Fine, Premium, or Foregift, for granting the same, and so as every such Lease should be upon and subject to such other Terms and Conditions as therein mentioned: And whereas by an Act passed in the Sixth and Seventh Years of the Reign of His late Majesty King *William* the Fourth, intituled *An Act to enable the granting of Leases of certain Parts of the Estates and Hereditaments of which the Right Honourable Henry Nevill Earl of Abergavenny is seised as Tenant in Tail Male under an Act passed in the Second and Third Years of the Reign of King Philip and Queen Mary, and under the Limitations in the Will of George Lord Abergavenny in the said Act of Philip and Mary mentioned*, after reciting, amongst other things, the said herein-before recited Acts of the Thirty-fifth of *Elizabeth* and the Thirtieth of *George* the Third, and a certain Agreement dated the Twenty-ninth Day of *September* One thousand eight hundred and thirty-one, and expressed to be made between the said *Henry* Earl of *Abergavenny* and the Right Honourable *John* then Viscount *Nevill* and the Honourable and Reverend *William* *Nevill* (therein described as Sons of the said

Henry

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Henry Nevill Earl of *Abergavenny*) of the one Part, and *James Richardson*, therein described, of the other Part, whereby the said *Henry Nevill* Earl of *Abergavenny* and the said *John* then Viscount *Nevill* and *William Nevill*, for the Considerations therein mentioned, agreed to grant a Lease or Leases unto the said *James Richardson*, his Executors, Administrators, and Assigns, or to his or their Nominee, of the Messuage and Tenement and Buildings therein described as called or known by the Name of the *White Hart*, and the Land thereunto belonging, from the Day of the Date of the said Agreement, for the Term of Sixty Years, with such Benefit of Renewal, for the Purpose of extending the Term to be granted in the said Premises to the full Term of Seventy-five Years from *Michaelmas Day* then next, as therein mentioned; and also reciting a certain other Agreement dated on or about the Second Day of *August* One thousand eight hundred and thirty-three, and expressed to be made between the said *Henry Nevill* Earl of *Abergavenny* and the said *John* then Viscount *Nevill* and *William Nevill* of the one Part, and the Reverend *Thomas Jennings Bramly* of the other Part, whereby the said *Henry Nevill* Earl of *Abergavenny* and the said *John* then Viscount *Nevill* and *William Nevill*, for the Considerations therein mentioned, agreed to grant a Lease unto the said *Thomas Jennings Bramly* of the Piece and Parcel of Land and Premises therein described from the Day of the Date of the Agreement now in recital for the Term of Sixty Years, with such Benefit of Renewal for the Purpose of extending the Term to be granted in the said Premises to the full Term of Seventy-five Years from the Twenty-fourth Day of *July* then next; and also reciting that, by a verbal Agreement, the said *Henry Nevill* Earl of *Abergavenny* and the said *John* then Viscount *Nevill* and *William Nevill* had, in like Manner as mentioned in the said last-recited Agreement, agreed to grant a Lease or include in the Lease before mentioned unto the said *Thomas Jennings Bramly* of a certain other Piece or Parcel of Land, to be subject to the several Clauses and Agreements in the last-recited Agreement contained; and reciting that the said *Henry Nevill* Earl of *Abergavenny* then had no other Power of making Leases of the Hereditaments and Premises of which he was seised as Heir in Tail Male as aforesaid, beyond his own Life, than such as was given by the said Act of the Thirty-fifth Year of Queen *Elizabeth*, and also the Power of leasing conferred by the said Act of the Thirtieth Year of King *George* the Third; and reciting that Parts of the said Hereditaments and Estates of which the said *Henry Nevill* Earl of *Abergavenny* was so seised as aforesaid were situate in the Parish of *Speldhurst* in the County of *Kent* and the adjoining Parish of *Frant* in the County of *Sussex*, and lying within Three Miles of the Town or Village of *Tunbridge Wells* aforesaid, and other Parts of the said Hereditaments and Estates were situate in the Parish of
Rottingdean

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Rottingdean in the said County of *Sussex*, and extended Eastward parallel with the Sea, commencing from the Termination of the Town and Parish of *Brighton* on the East End thereof to and beyond the Village of *Rottingdean*, and other Parts were situate in the Borough and Town of *Lewes* or near thereto; and also reciting that the said Town of *Brighton* had of late Years been very much extended and had become a very considerable Place, and that it would be highly advantageous to the said *Henry Nevill* Earl of *Abergavenny*, whose Lands adjoined the said Town, and the future Heirs Male of the Body of the said *Edward Nevill* Esquire, that they should have a further Power of leasing as well the said Hereditaments and Premises situate in the Parish of *Rottingdean* as all or any of the said Lands and other Hereditaments which the said *Henry Nevill* Earl of *Abergavenny* was seised of or entitled unto in Tail Male as aforesaid, and in respect of which such Power of leasing was conferred by the said Act of the Thirtieth Year of the Reign of King *George* the Third as therein-before was mentioned, at the most improved Rent, under certain Restrictions in addition to the Power of leasing under the said Act of the Thirty-fifth Year of the Reign of Queen *Elizabeth* and the Thirtieth Year of the Reign of King *George* the Third, and so far as respected the Hereditaments comprised in the said last-mentioned Act in enlargement of the Powers thereby given; and also reciting that the said *Henry Nevill* Earl of *Abergavenny* was desirous that the the said *Henry Nevill* Earl of *Abergavenny*, and all Persons who might be thereafter interested in the said Entailed Hereditaments and Estates, should have the Power of granting Leases for the full Term of Seventy-five Years in the said Agreements mentioned of the said Pieces or Parcels of Land and other Hereditaments therein respectively comprised in pursuance of the same Agreements; it was by the Act now in recital enacted, that from and immediately after the passing thereof it should and might be lawful to and for the said *Henry Nevill* Earl of *Abergavenny* and all other Persons claiming under the said Act of *Philip* and *Mary*, by Indenture or Indentures as therein mentioned, to demise or lease the Pieces or Parcels of Land and other Hereditaments respectively comprised in the therein-before recited Agreements of the Twenty-ninth Day of *September* One thousand eight hundred and thirty-one and the Second Day of *August* One thousand eight hundred and thirty-three respectively, and the Houses and Buildings then erected thereon or to be erected thereon, with their Appurtenances, to the Persons claiming under the said Agreements respectively, their respective Executors, Administrators, or Assigns, for the respective Terms of Seventy-five Years from the respective Dates of the said Agreements respectively, at the Rents and subject to the Stipulations in the said Agreements respectively mentioned, save and except the Stipulations therein respectively contained as to Renewal, and also to

demise

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demise or lease the Premises therein-before mentioned to be comprised in the said verbal Agreement unto the said *Thomas Jennings Bramly*, his Executors, Administrators, or Assigns, for the Term of Seventy-five Years from the said Second Day of *August* One thousand eight hundred and thirty-three; and it was further enacted, that it should and might be lawful to and for the said *Henry Nevill* Earl of *Abergavenny*, and to and for every future Heir Male of the Body of the said *Edward Nevill* Esquire, and all other Person or Persons, if any, who might under and by virtue of the same Act at any Time or Times thereafter become entitled to or interested in the said Hereditaments and Estates, being of full Age, and seised in possession of all or any of the said Manors and other Hereditaments of or to which the said *Henry Nevill* Earl of *Abergavenny* was at the Time of the passing of the Act now in recital seised as Heir in Tail Male in possession under and by virtue of the said Act of the Second and Third of *Philip* and *Mary*, and in case of Infancy for the Guardian or Guardians of such Infant for the Time being, by Indenture or Indentures as therein mentioned, to make any Demise or Demises, Lease or Leases, of all or any Part of the said Lands and other Hereditaments situate in the said Parish of *Speldhurst* in the County of *Kent*, and *Frant* in the County of *Sussex*, or within the Town or Village called *Tunbridge Wells*, or within the Distance of Three Miles from any Part of the same Town or Village, or within the Borough and Town of *Lewes*, or within the Distance of One Mile from any Part of the same, or within the Parish of *Rottingdean* within the Distance of One Mile from the High-water Mark of the Sea, which lay on the South Side of the Lands and Hereditaments in the said last-mentioned Parish, or within the Town of *Abergavenny* in the County of *Monmouth*, or within the Precincts of the same Town, (save and except the Capital Messuage or Mansion House formerly called *Ewridge Place*, but then *Eridge Castle*, in the said County of *Sussex*, and all Outbuildings, Gardens, and Appurtenances to the same Capital Messuage or Mansion House belonging or therewith usually occupied or enjoyed, and the Park called *Ewridge Park*, otherwise *Frant Park*, also situate in the said County of *Sussex*, and also all such Lands adjoining to the said Capital Mansion House or any of its Appurtenances, or to the said Park, as had been or were then usually occupied or enjoyed with the said Capital Mansion House and Park and the Site of *Abergavenny Castle*;) or with any Market Town in the said County of *Monmouth* or in any other County, with their respective Appurtenances, for any Term or Number of Years not exceeding Ninety-nine Years from the making thereof, unto any Person or Persons who should be willing to erect and build any House or Houses or Buildings instead of the Houses and Buildings respectively thereon at the Time of making such Lease or Leases, or in addition thereto, or to erect and build any House or Houses or

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other

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other Buildings on any of the said Lands or Grounds whereon no Houses or other Buildings were or should be then standing, or who should be willing to annex any of the said Lands and Grounds for Yards, Gardens, or other Conveniences to Houses or Buildings erected and built or to be erected and built from Time to Time on the said Lands and Grounds or any Part thereof, or on any adjoining Lands or Grounds, or otherwise to improve the said Premises or any Part thereof, and with or without such Liberties or Privileges as therein mentioned, so as there should be reserved in every such Lease or Demise (except in those Cases in which a Peppercorn Rent might be reserved according to the Provisions therein-after contained) the best yearly Rent, to be incident to the Reversion expectant on the Determination thereof, that could be reasonably had or gotten for the same, to be made payable half-yearly or oftener, and so as every such Lease or Demise should be made without taking any Fine, Premium, or Foregift, or anything in the Nature thereof, for or in respect of making the same, and so as in every such Lease or Demise there should be contained such Covenants, Agreements, Powers, Provisoes, Conditions, and Restrictions as therein mentioned; and the said Act now in recital contains other Enactments in reference to the Leases thereby authorized to be granted as aforesaid, and in reference to Contracts respecting such Leases; and it was also thereby enacted, that it should be lawful to and for the said *Henry Nevill* Earl of *Abergavenny*, and all future Heirs Male of the Body of the said *Edward Nevill* Esquire, and such other Person or Persons as aforesaid, at any Time or Times and from Time to Time, by Indenture or Indentures as therein mentioned, to demise or lease all or any Part of the Messuages, Tenements, Lands, and other Hereditaments therein-before and by the said Act of the Thirtieth of *George* the Third authorized to be leased, with the Appurtenances respectively, to any Person or Persons willing to repair the said Messuages or Buildings or any future Messuages or Buildings to be erected thereon at his or their own Expense, for any Term or Number of Years not exceeding Forty Years, to take effect in possession and not in reversion, or by way of future Interests, so as in every such Lease so to be made and executed as aforesaid there should be reserved and made payable during the Continuance of the Term to be thereby granted the best and most improved yearly Rent or Rents that could or might be reasonably had or gotten for the same, to be made payable quarterly, without taking any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift, for the making thereof, and so as every such Lease should contain such Covenants, Powers, Provisoes, Conditions, and Agreements, and should be upon such Terms as therein mentioned: And whereas by Indentures of Lease and Release bearing Date respectively on or about the Fourth and Fifth Days of *June* One thousand eight hundred

Indentures
dated 4th
and 5th
June 1840.

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and forty, and made or expressed to be made between the said *Henry* then Earl of *Abergavenny* (since deceased) of the one Part, and *Edward Walpole* (since deceased), *Daniel Rowland* (since deceased), and *Reginald Henry Nevill*, of the other Part, (herein-after called the "Lease for Lives, 1840,") in consideration of the yearly Rent therein-after reserved, and for the nominal Consideration of Ten Shillings, and for divers other good Causes and Considerations the said *Henry* Earl of *Abergavenny* thereunto especially moving, the said *Henry* Earl of *Abergavenny* did grant, demise, release, and confirm unto the said *Edward Walpole*, *Daniel Rowland*, and *Reginald Henry Nevill*, and their Heirs, all those Grounds, Parks, or Walks commonly called or known by the several Names of *Ivy Lodge* and *Hawkenberry Paune* otherwise *Okenberry Paune*, and also all that Messuage or Tenement upon the said Walk called *Ivy Lodge*, commonly called or known by the Name of *Ramsly*, together with all other Houses, Edifices, Buildings, Easements, and Commodities to the same Hereditaments belonging or appertaining, and all other Houses, Erections, and Buildings upon the same Hereditaments erected and built, and also all Woods and Underwoods growing upon the same Hereditaments or any Part thereof, and also full and free Liberty to take and use Timber and other Wood in the rough, where growing or to be found on the said Hereditaments, for the necessary Repairs thereof, such Timber to be assigned and set out as therein mentioned (except nevertheless and always reserved out of the said Grant and Demise) unto the said *Henry* Earl of *Abergavenny*, and other the Person or Persons who should for the Time being be entitled to the Estate of Freehold or Inheritance in reversion immediately expectant upon the Estate for Lives intended to be thereby granted of or in the aforesaid Grounds, Parks, or Walks, and other Hereditaments, his, her, and their Heirs and Assigns, all Mines and Quarries of Stone, Ore, and other Metals other than Stones to be employed in building upon the said Hereditaments or any Part thereof, with full Power to enter into and upon the said Hereditaments or any Part thereof to dig, work, and get the same as therein mentioned, and also save and except all Timber and Timber Trees then growing or being or thereafter to grow or be in or upon the said Hereditaments or any Part thereof, excepting only such Timber in the rough as aforesaid, together also with full Power and Authority as therein mentioned to enter into and upon the said Hereditaments or any Part thereof to fell, carry away, and dispose of the said Timber, and to plant Trees as therein mentioned, and also full Power and Authority, and which the said *Edward Walpole*, *Daniel Rowland*, and *Reginald Henry Nevill* did thereby give and grant to and for the said *Henry* Earl of *Abergavenny*, and other the Person or Persons for the Time being entitled as aforesaid, his, her, and their Heirs and Assigns, and his, her, and their Friends and Gamekeepers, at any Time or Times during the Continuance of the Estate and Interest thereby granted, to hunt, shoot, fish, and sport
in

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in and over the said Hereditaments, all which said Grounds, Parks, or Walks, Messuage, and other Hereditaments are therein mentioned to be situate in the several Parishes of *Frant* otherwise *Fant* and *Speldhurst*, or One of them, in the Counties of *Sussex* and *Kent*, or One of them, and to have been formerly demised for the Term of Three Lives at the yearly Rent of Fifty-three Pounds Thirteen Shillings and Fourpence as therein mentioned, to hold the same Hereditaments (except as therein-before excepted) unto and to the Use of the said *Edward Walpole*, *Daniel Rowland*, and *Reginald Henry Nevill*, their Heirs and Assigns, for and during the natural Lives of the Honourable *George Henry Nevill* (Brother of the said *Henry* then Earl of *Abergavenny*) and of *William Nevill* and *Ralph Pelham Nevill* (Sons of *William Nevill* now Earl of *Abergavenny*), and for and during the Lives and Life of the longest Livers and Liver of them, at and under the yearly Rent of Fifty-three Pounds Thirteen Shillings and Fourpence, payable half-yearly, as therein mentioned, and subject to the Proviso for Re-entry therein contained upon Nonpayment of the said reserved Rent within Twenty-eight Days after the Times appointed for Payment thereof; and it was by the Indenture now in recital agreed and declared that it should and might be lawful to and for the said *Edward Walpole*, *Daniel Rowland*, and *Reginald Henry Nevill*, their Heirs and Assigns, at any Time or Times and from Time to Time during the Continuance of the said Grant and Demise to dig Earth for the making of Bricks, and also to dig and draw Marl, Mine, and Stone, in and upon any Part of the said Hereditaments, to be respectively used and employed thereon and not elsewhere, anything therein-before contained to the contrary thereof notwithstanding: And whereas by another Indenture bearing Date on or about the said Fifth Day of *June* One thousand eight hundred and forty, and made or expressed to be made between the said *Edward Walpole*, *Daniel Rowland*, and *Reginald Henry Nevill*, of the one Part, and the said Honourable *George Henry Nevill* and *Caroline* his Wife (both since deceased), the said *Henry* then Earl of *Abergavenny* (since deceased), and the said *William Nevill* now Earl of *Abergavenny*, of the other Part, (herein-after called "the Declaration of Trust, 1840,") after reciting the said "Lease for Lives, 1840," and further reciting that the Lease thereby granted of the Grounds, Parks, or Walks, Messuage, and other Hereditaments therein comprised, for the Three Lives therein and herein-before mentioned, was granted by the said *Henry* Earl of *Abergavenny* on a Surrender previously made to him by the said *Edward Walpole* and *Daniel Rowland*, together with the said *George Henry Nevill* and *William Nevill* now Earl of *Abergavenny*, who were beneficially entitled thereto, of an existing Lease of the said Hereditaments for the Lives of the said *George Henry Nevill* and of *John* Lord Viscount *Nevill*, and the Life of the longest Liver of them, and

reciting

Declaration
of Trust
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reciting that previously to such Surrender it was agreed between the said *Henry Earl of Abergavenny* and the said *George Henry Nevill* and *William Nevill* now Earl of *Abergavenny* that the said *Henry Earl of Abergavenny* should grant such new Lease of the said Ground, Parks, or Walks, Messuage, and other Hereditaments so surrendered as aforesaid to the said *Edward Walpole*, *Daniel Rowland*, and *Reginald Henry Nevill* for the Lives and in manner expressed in the said "Lease for Lives, 1840," upon and for the Trusts, Intents, and Purposes, and with and subject to the Powers and Provisoes, in the Indenture now in recital declared and contained thereof, it was by the Indenture now in recital witnessed, and in pursuance of the said Agreement and in consideration of the Premises it was agreed and declared between and by all the Parties to the Indenture now in recital, that they the said *Edward Walpole*, *Daniel Rowland*, and *Reginald Henry Nevill*, their Heirs and Assigns, should stand and be seised of and interested in the said Grounds, Parks, or Walks, Messuage, and other Hereditaments comprised in the said "Lease for Lives, 1840," for and during the Continuance of the Estate and Interest thereby granted (subject to the said yearly Rent of Fifty-three Pounds Thirteen Shillings and Fourpence thereby reserved, and to the Costs and Expenses of executing the Trusts of the Indenture now in recital, and which they were thereby authorized and empowered in the first instance to retain out of the Rents and Profits of the said Hereditaments), upon and for the Trusts, Intents, and Purposes, and with and subject to the Powers and Provisoes following; (that is to say,) in trust for the said *George Henry Nevill* and his Assigns during his natural Life, and from and immediately after his Decease in trust for the said *Henry Earl of Abergavenny* and his Assigns during his natural Life, with Remainder in trust for the said *Caroline Nevill*, the Wife of the said *George Henry Nevill*, and her Assigns, during her natural Life, with Remainder in trust for the said *William Nevill* now Earl of *Abergavenny* and his Assigns during his natural Life, and from and immediately after the Decease of the Survivor of them the said *George Henry Nevill*, *Henry Earl of Abergavenny*, *Caroline Nevill*, and *William Nevill* now Earl of *Abergavenny*, upon trust to receive and take the Rents and Profits of the said Grounds, Parks, or Walks, Messuage, and other Hereditaments, and after Payment of the said yearly Rent of Fifty-three Pounds Thirteen Shillings and Fourpence, and the Payment or Retention of such Costs and Expenses as aforesaid, to pay the Sum of One thousand Pounds, Part of such Rents and Profits, unto *William Nevill* now Lord Viscount *Nevill*, or his Assigns, during his natural Life and the Continuance of the Estate and Interest of them the said *Edward Walpole*, *Daniel Rowland*, and *Reginald Henry Nevill*, their Heirs or Assigns, in the said Hereditaments as aforesaid, or until the said *William Nevill*

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now

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now Lord Viscount *Nevill* should become Earl of *Abergavenny*, for his and their own Benefit, payable as therein mentioned; and as to the Residue of the said Rents and Profits during the Continuance of the Interest of the said *William Nevill* now Lord Viscount *Nevill*, upon trust to pay the same to the Person or Persons who for the Time being should be entitled to the Reversion of the said Hereditaments immediately expectant upon the Decease of the Survivor of the several Persons for whose Lives the same were then holden, and from and immediately after the Decease of the said *William Nevill* now Lord Viscount *Nevill*, or his becoming Earl of *Abergavenny*, upon trust to pay the said Sum of One thousand Pounds, Part of the said Rents and Profits, to commence from the Decease of the Survivor of them the said *George Henry Nevill*, *Henry Earl of Abergavenny*, *Caroline Nevill*, and *William Nevill* now Earl of *Abergavenny*, unto the said *Ralph Pelham Nevill*, Second Son of the said *William Nevill* now Earl of *Abergavenny*, or his Assigns, during his natural Life and the Continuance of the Estate and Interest of them the said *Edward Walpole*, *Daniel Rowland*, and *Reginald Henry Nevill*, their Heirs or Assigns, in the said Hereditaments as aforesaid, or until the said *Ralph Pelham Nevill* should become Earl of *Abergavenny*, for his and their own Benefit, payable as therein mentioned; and as to the Residue of the Rents and Profits of the said Hereditaments during the Continuance of the Interest of the said *Ralph Pelham Nevill*, and also as to the whole of such Rents and Profits (subject to the Payment of the said yearly Rent of Fifty-three Pounds Thirteen Shillings and Fourpence; and of such Costs and Expenses as aforesaid), from and after the Decease of the Survivor of them the said *William Nevill* now Lord Viscount *Nevill* and *Ralph Pelham Nevill*, or after the event of such Survivor becoming entitled to the Earldom of *Abergavenny*, and during the Continuance of the whole Estate and Interest vested in the said *Edward Walpole*, *Daniel Rowland*, and *Reginald Henry Nevill*, their Heirs or Assigns as aforesaid, upon trust to pay the same to the Person or Persons who for the Time being should be entitled to the Reversion of the said Hereditaments immediately expectant upon the Decease of the Survivor of the several Persons for whose Lives the same were then holden; and by the Indenture now in recital it was provided that it should be lawful for the said *Henry Earl of Abergavenny*, at any Time or Times thereafter, by any Deed or Deeds, Writing or Writings, to be sealed and delivered by him in the Presence of Two or more Witnesses, or by his last Will and Testament in Writing, or any Codicil thereto, to be signed by him in the Presence of and attested by Two or more Witnesses, absolutely to revoke, determine, and make void all and every or any of the Trusts, Powers, and Provisoes therein before declared and contained of and concerning the said Grounds, Parks, or Walks, Messuage,

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Messuage, and other Hereditaments, or any Part or Parts thereof, such Revocation, Determination, and making void to take effect only after the Decease of the said *George Henry Nevill*, and by the same or any other Deed or Deeds, Writing or Writings, or by such the last Will and Testament of the said *Henry Earl of Abergavenny*, or any such Codicil thereto as aforesaid, to declare, direct, or appoint any other Trusts, Powers, or Provisoes of or concerning the said Grounds, Parks, or Walks, Messuage, and other Hereditaments, the Trust or Trusts whereof or Power or Proviso relating to which, or any of them respectively, should be so revoked as aforesaid, which the said *Henry Earl of Abergavenny* should think fit, anything therein contained to the contrary notwithstanding: And whereas by Deed Poll bearing Date on or about the Sixteenth Day of *April* One thousand eight hundred and forty-two, under the Hand and Seal of the said Right Honourable *Henry* then Earl of *Abergavenny* (since deceased), after reciting the said "Declaration of Trust, 1840," and reciting that the said *Caroline Nevill*, the Wife of the said *George Henry Nevill*, had departed this Life since the Date and Execution of the said last-mentioned Indenture, and reciting that the said *Henry Earl of Abergavenny* was desirous of revoking the several Trusts mentioned and contained in the last-mentioned Indenture, but so far only as regarded the said *William Nevill* now Earl of *Abergavenny* and the said *William Nevill* now Lord Viscount *Nevill* and the said *Ralph Pelham Nevill*, and to substitute other and new Trusts in the Place thereof, it was witnessed, that in order to effectuate such Desire, and pursuant to and by virtue and in execution of the Power and Authority to the said *Henry Earl of Abergavenny* by the said "Declaration of Trust, 1840," for that Purpose given and reserved, and of all other Powers and Authorities whatever enabling him in that Behalf, he the said *Henry Earl of Abergavenny* did by the Deed or Writing now in recital, sealed and delivered by him in the Presence of Two Witnesses as therein mentioned, absolutely revoke and make void all and every the Trusts, Powers, and Provisoes by and in the said "Declaration of Trust, 1840," declared and contained of and concerning the said Hereditaments therein mentioned, and the Rents and Profits thereof, so far and so far only as regarded the Estates and Interests therein and thereof given to the said *William Nevill* now Earl of *Abergavenny*, and to the said *William Nevill* now Lord Viscount *Nevill*, and the said *Ralph Pelham Nevill*, all and either of them (save the Power and Authority under which the Deed Poll now in recital and the Revocation therein made or intended so to be was made and effected); and it was further witnessed, that for further carrying into effect the before-mentioned Desire of the said *Henry Earl of Abergavenny*, and pursuant to and in exercise of the said Power and Authority, and of all other Powers and Authorities whatsoever enabling him in that

Deed Poll
dated 16th
April 1842.

Behalf,

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Behalf, he the said *Henry Earl of Abergavenny* did by the Deed or Writing now in recital, signed and sealed as therein-before mentioned, declare, limit, and appoint that from and immediately after the Decease of the said *George Henry Nevill* and of him the said *Henry Earl of Abergavenny*, and of the Survivor of them, the said *Edward Walpole*, *Daniel Rowland*, and *Reginald Henry Nevill*, and the Survivors and Survivor of them, and the Heirs of such Survivor, and their or his Assigns, should take the Rents and Profits of the said Grounds, Parks, and Walks, Messuages, and other Hereditaments mentioned and referred to in the said "Declaration of Trust, 1840," and should (after Payment of the said yearly Rent of Fifty-three Pounds Thirteen Shillings and Fourpence, and the Payment and Retention of all Costs and Charges connected with or incident to the Execution of the Trusts mentioned and contained in the said "Declaration of Trust, 1840," and not revoked by the Deed now in recital, and also connected with or incident to the Execution of the Trusts created by the Deed now in recital,) pay the Sum of Five hundred Pounds, Part of such Rents and Profits, unto the said *Reginald Henry Nevill*, his Heirs, Executors, Administrators, and Assigns, during the whole of the Continuance of the Estate and Interest of them the said *Edward Walpole*, *Daniel Rowland*, and *Reginald Henry Nevill*, their Heirs or Assigns, in the said Hereditaments, for his and their own Benefit, the said annual Sum of Five hundred Pounds to be paid by equal half-yearly Payments, on the Twenty-fourth Day of *June* and the Twenty-fifth Day of *December* in every Year, and also should pay and apply the further Sum of Five hundred Pounds, other Part of the said Rents and Profits (after Payment of such Rent and Costs as aforesaid), unto the said *William Nevill* now Earl of *Abergavenny*, or his Assigns, yearly and every Year during his natural Life and the Continuance of the Estate of the said *Edward Walpole*, *Daniel Rowland*, and *Reginald Henry Nevill*, their Heirs or Assigns, in the said Hereditaments, or until the said *William Nevill* now Earl of *Abergavenny* should become Earl of *Abergavenny*, for his and their own Benefit; and as to the Residue or Surplus of the said Rents and Profits of the said Hereditaments after Payment of the said Two several Sums of Five hundred Pounds and Five hundred Pounds during the Continuance of the Interest of the said *William Nevill* now Earl of *Abergavenny*, upon trust to pay the same unto the Person or Persons who for the Time being should be entitled to the Reversion of such Hereditaments immediately expectant on the Decease of the Survivor of the several Persons for whose Lives the same were then holden, and from and immediately after the Decease of the said *William Nevill* now Earl of *Abergavenny*, or on his becoming Earl of *Abergavenny*, upon trust that the said *Edward Walpole*, *Daniel Rowland*, and *Reginald Henry Nevill*, and the Survivors and Survivor of them, and the Heirs of such Survivor, and

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and their or his Assigns, should pay the said last-mentioned Sum of Five hundred Pounds, Part of the said Rents and Profits, unto the said *William Nevill* now Lord Viscount *Nevill*, or his Assigns, yearly and every Year during his natural Life and the Continuance of the Estate and Interest of them the said *Edward Walpole*, *Daniel Rowland*, and *Reginald Henry Nevill*, their Heirs or Assigns, in the said Hereditaments as aforesaid, or until the said *William Nevill* now Lord Viscount *Nevill* should become Earl of *Abergavenny*, for his and their own Benefit, the said annual Sum to be paid by equal half-yearly Payments on the Twenty-fourth Day of *June* and the Twenty-fifth Day of *December* in every Year, and the First Payment thereof to be made on such of the said half-yearly Days of Payment as should happen next after the Decease of the Survivor of the said *George Henry Nevill*, *Henry Earl of Abergavenny*, and *William Nevill* now Earl of *Abergavenny*; and as to the Residue or Surplus of the Rents and Profits of the said Hereditaments after Payment of the said Two several Sums of Five hundred Pounds and Five hundred Pounds during the Continuance of the Interest of the said *William Nevill* now Lord Viscount *Nevill*, upon trust to pay the same to the Person or Persons who for the Time being should be entitled to the Reversion of such Hereditaments immediately expectant upon the Decease of the Survivor of the several Persons for whose Lives the same were then holden, and from and immediately after the Decease of the said *William Nevill* now Lord Viscount *Nevill* or his becoming Earl of *Abergavenny*, or if at the Time of the Decease of the Survivor of them the said *George Henry Nevill*, *Henry Earl of Abergavenny*, and *William Nevill* now Earl of *Abergavenny*, the said *William Nevill* now Lord Viscount *Nevill* should become entitled in possession to the Earldom of *Abergavenny*, then from and immediately after the Decease of such Survivor, as the Case might be, upon trust that they the said *Edward Walpole*, *Daniel Rowland*, and *Reginald Henry Nevill*, and the Survivors and Survivor of them, and the Heirs of such Survivor, and their or his Assigns, should pay the said last-mentioned Sum of Five hundred Pounds, Part of the Rents and Profits, to commence from the Decease of the Survivor of them the said *George Henry Nevill*, *Henry Earl of Abergavenny*, and *William Nevill* now Earl of *Abergavenny*, and the said *William Nevill* now Lord Viscount *Nevill*, unto the said *Ralph Pelham Nevill* or his Assigns yearly and every Year during his natural Life and the Continuance of the Estate and Interest of them the said *Edward Walpole*, *Daniel Rowland*, and *Reginald Henry Nevill*, their Heirs or Assigns, in the said Hereditaments as aforesaid, or until the said *Ralph Pelham Nevill* should become Earl of *Abergavenny*, for his and their own Benefit, the said annual Sum of Five hundred Pounds, when payable to the said *Ralph Pelham Nevill*, to be paid by equal half-yearly Payments on or at the before-mentioned

[Private.]

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Days or Times, and the First Payment to the said *Ralph Pelham Nevill* to be made on such of the said half-yearly Days of Payment as should happen next after he should become entitled to the same annual Sum; and as to the Residue or Surplus of the Rents and Profits of the said Grounds, Parks, or Walks, Messuage, and other Hereditaments during the Continuance of the Interest of the said *Ralph Pelham Nevill* (subject to the Payment of the said yearly Rent of Fifty-three Pounds Thirteen Shillings and Fourpence, and of such Costs and Expenses as aforesaid), and as to the Residue and Surplus of the said Rents (after Payment to the said *Reginald Henry Nevill*, his Executors, Administrators, and Assigns, of the first-mentioned Sum of Five hundred Pounds) from and after the Decease of the Survivor of them the said *William Nevill* now Earl of *Abergavenny*, *William Nevill* now Lord Viscount *Nevill*, and *Ralph Pelham Nevill*, or the Survivor of them becoming entitled to the Earldom of *Abergavenny*, and during the Continuance of the whole Estate and Interest vested in the said *Edward Walpole*, *Daniel Rowland*, and *Reginald Henry Nevill*, their Heirs or Assigns as aforesaid, upon trust to pay the same to the Person or Persons who for the Time being should be entitled to the Reversion of such Grounds, Parks, and Walks, Messuage, and other Hereditaments immediately expectant upon the Decease of the Survivor of the several Persons for whose Lives the same were then holden; and by the said Indenture now in recital the said *Henry* Earl of *Abergavenny* did thereby reserve to himself such Power of Revocation and new Appointment as therein mentioned, and the said *Henry* Earl of *Abergavenny* did thereby ratify and confirm the several Trusts contained in the said "Declaration of Trust, 1840," so far as and not further than the same affected the said *George Henry Nevill* and himself the said *Henry* Earl of *Abergavenny*, subject, however, as regarded the Interest of the said *George Henry Nevill*, to a certain Agreement bearing Date the Seventeenth Day of *September* One thousand eight hundred and five, and made between the said *Henry* Earl of *Abergavenny* of the First Part, *Henry* then Viscount *Nevill* of the Second Part, and the said *George Henry Nevill* of the Third Part, and which said Agreements, if any, existing between the said *Henry* Earl of *Abergavenny* and *George Henry Nevill* relating to the said Hereditaments, were to cease and be of none Effect on the Death of the said *Henry* Earl of *Abergavenny*: And whereas the said *Henry* late Earl of *Abergavenny* departed this Life without having in any Manner exercised his Power of revoking the Trusts declared by the said Deed Poll of the Sixteenth Day of *April* One thousand eight hundred and forty-two, leaving *John* Earl of *Abergavenny* his eldest Son and Successor in Title, and the said *William Nevill* his younger Son (the present Earl of *Abergavenny*), his only Children him surviving: And whereas the said *John Nevill* Earl of *Abergavenny* departed this Life in the Year

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One thousand eight hundred and forty-five, without Issue Male, and thereupon the said *William* now Earl of *Abergavenny* succeeded to the Title and Estates as Heir Male of the said *Edward Nevill* Esquire: And whereas by an Indenture of Release, operating as a Lease and Release under the Statute in that Behalf made, dated the Fifth Day of *June* One thousand eight hundred and forty-five, and expressed to be made between the Right Honourable *William* now Earl of *Abergavenny* of the one Part, and *Reginald Henry Nevill* Esquire, the Reverend *Ralph Harvey Leeke* Clerk (since deceased), in the said Indenture called *Harvey Leeke*, and *Ralph Meyrick Leeke* Esquire, of the other Part, herein-after called the "Lease for Lives, 1845," in consideration of the yearly Rent therein-after reserved, and for divers other good Causes and Considerations the said *William* Earl of *Abergavenny* thereunto especially moving, he the said *William* Earl of *Abergavenny* did grant, demise, bargain, sell, release, and convey unto the said *Reginald Henry Nevill*, *Harvey Leeke*, and *Ralph Meyrick Leeke*, their Heirs and Assigns, all the Park or Walk, Messuage, Lands, Tenements, and Hereditaments therein-after mentioned, and described, that is to say, all that Park or Walk and all those Lands and Tenements called *Rotherfield Park* or *Walk*, and the Messuage in the said Park or Walk called *Rotherfield Lodge*, and all other the Messuages, Tenements, Gardens, Orchards, and Appurtenances whatsoever, and all the Lands and Tenements whatsoever within the Pales, Bounds, and Limits of the said Park or Walk, containing by Estimation One thousand seven hundred and seventy-one Acres, lying and being in *Rotherfield* in the County of *Sussex*, and also all that Mill, with the Appurtenances, called *Rudgate Mill*, all which Park, Lands, Tenements, and Premises are therein stated to be situate, lying, and being in the said Parish of *Rotherfield*; and to have been formerly demised, at the yearly Rent of Forty Pounds for *Rotherfield Park* or *Walk*, and Six Pounds Thirteen Shillings and Fourpence for *Rudgate Mill*, as therein mentioned, and also all those Parcels of Land, Arable, Meadow, Pasture, and Wood Ground; commonly called or known by the Name of *Hamsell Wood*, *Weller's Fields*, the *Long Croft*, the *Broomy Field*, and the *Meadow*, with the Appurtenances, together with One Messuage and One Barn thereupon, all which Premises are therein mentioned to be together lying and being in *Rotherfield* aforesaid, as, by the Metes and Bounds they are therein mentioned to be distinguished (except nevertheless out of the said Grant, Demise, and Release, all Manner of Woods and Underwoods standing, growing, and being or which should thereafter stand, grow, or be upon the Premises, therein-before granted, demised, and released, or expressed and intended so to be, or any Part thereof, with free Liberty of Ingress, Egress, and Regress to fall, cut down, and carry away the same at all seasonable Times in the Year), all which last-mentioned Premises are therein mentioned to be situate, lying, and

Indenture
dated 5th
June 1845.

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and being in the said Parish of *Rotherfield*, and to have been formerly demised at the yearly Rent of Twelve Pounds as therein mentioned, and all that Site, Capital Messuage, or Manor Place of *Ditchling* otherwise *Ditcholing* in the said County of *Sussex*, and all the Barns, Buildings, Lands, Meadows, Pastures, Feeding, and Appurtenances thereunto belonging, called by the Name of *Courts Lands*, situate, lying, and being in *Ditchling* aforesaid, and also all Underwoods standing and growing upon the Premises or any Part thereof (except nevertheless out of the said Grant, Demise, and Release all Timber Trees and young Tellers growing or being or which thereafter should grow or be upon the said Premises or any Part thereof), all which said last-mentioned Premises are therein stated to have been formerly demised at the yearly Rent of Seven Pounds as therein mentioned (except and always reserved unto the said *William* Earl of *Abergavenny*, and such Person and Persons as for the Time being should be entitled to the Reversion of the said Premises expectant on the Estate for Lives thereby granted, all Royalties of fishing, fowling, hawking, and hunting upon all the said Premises therein-before granted, demised, and released, or expressed and intended so to be, or any Part thereof), to have and to hold the said Park or Walk, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises therein-before granted, demised, released, and conveyed, or expressed and intended so to be, unto the said *Reginald Henry Nevill, Harvey Leeke, and Ralph Meyrick Leeke*, their Heirs and Assigns, from thenceforth for and during the natural Lives of *Caroline Emily Nevill, Henrietta Augusta Nevill, and Isabel Mary Frances Nevill*, the Three Daughters of the said *William* Earl of *Abergavenny*, and for and during the Life of the longest Livers of them, but without Power of committing Waste on the said Premises, to such Uses, upon such Trusts, and to and for such Ends, Intents, and Purposes, and with, under, and subject to such Powers, Provisoës, Conditions, Restrictions, and Limitations, as in and by a certain Indenture therein stated to have been already prepared, and intended to bear Date therewith, and expressed to be made between the said *Reginald Henry Nevill, Harvey Leeke, and Ralph Meyrick Leeke*, of the one Part, and the said *William* Earl of *Abergavenny* of the other Part, and intended to be executed simultaneously with their Execution of the Indenture now in recital, (being the Indenture next herein-after recited,) were expressed and declared of and concerning the same, at and under the yearly Rent of Sixty-five Pounds Thirteen Shillings and Fourpence, payable as therein mentioned, and subject to the Proviso for Re-entry therein contained, upon Nonpayment of the said Rent for the Space of Twenty-one Days after the Times appointed for Payment thereof, as therein mentioned: And whereas by an Indenture dated the Fifth Day of *June* One thousand eight hundred and forty-five, and expressed to be made between the said

Declaration
of Trust
dated 5th
June 1845.

Reginald

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Reginald Henry Nevill, the Reverend *Ralph Harvey Leeke*, in the said Indenture called *Harvey Leeke*, and *Ralph Meyrick Leeke*, of the one Part, and the Right Honourable *William* Earl of *Abergavenny* of the other Part, herein-after called "the Declaration of Trust, 1845," after reciting the said "Lease for Lives, 1845," it was witnessed and declared and agreed by and between the Parties to the Indenture now in recital that the said "Lease for Lives, 1845," and the Grant and Conveyance thereby made or expressed or intended so to be were so made to the Intent and Purpose that the same might, and it was thereby declared and agreed that the same should, accordingly operate and enure, and that they the said *Reginald Henry Nevill*, *Harvey Leeke*, and *Ralph Meyrick Leeke*, and the Survivor of them, and the Heirs and Assigns of such Survivor, should immediately stand seised and possessed of and interested in the Hereditaments and Premises therein described, and thereby granted and conveyed or expressed or intended so to be, for and during all the Estate and Interest thereby granted, but subject always to the Payment of the said annual Rent of Sixty-five Pounds Thirteen Shillings and Fourpence, according to the Reservation thereof in the said "Lease for Lives, 1845," contained; and to the Exercise of all such Powers and Remedies on the Part of them the said *Reginald Henry Nevill*, *Harvey Leeke*, and *Ralph Meyrick Leeke*, their Heirs or Assigns, or other the Persons or Person to be appointed Trustees or Trustee, as in the Indenture now in recital mentioned, as should be necessary or requisite for raising, paying, and satisfying the said yearly Rent, and all Costs, Charges, Losses, and Expenses to be paid or incurred by them or any or either of them in relation to the Premises, or the Acceptance or Execution of the Trusts of the Indenture now in recital, to the Use of the said *Reginald Henry Nevill*, *Harvey Leeke*, and *Ralph Meyrick Leeke*, their Executors, Administrators, and Assigns, from thenceforth for and during the Term of One hundred Years, if the said *Caroline Emily Nevill*, *Henrietta Augusta Nevill*, and *Isabel Mary Frances Nevill*, or any or either of them, should so long live, but upon the Trusts and to and for the Ends, Intents, and Purposes therein-after expressed and declared concerning the same, and subject to the said Term and to the Trusts therein-after declared thereof, to such Uses, upon such Trusts, and to and for such Ends, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, Conditions, Restrictions, Limitations, and Declarations, and in such Manner in every respect, and either wholly or partially to defeat, alter, or corroborate all or any of the Uses and Estates therein-after limited or otherwise, but without Prejudice to the said Term of One hundred Years and the Trusts thereof, as the said *William* Earl of *Abergavenny* by any Deed or Deeds, with or without Power of Revocation, to be by him legally executed, or by his

[Private.]

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last Will and Testament, or by both of such Modes, should from Time to Time or at any Time or Times direct, limit, or appoint, and for want or in default of such Direction, Limitation, or Appointment, and until any such should be made and take effect, and so far as every or any such Direction, Limitation, or Appointment should not extend, to the Use of Lady *Caroline Abergavenny*, the Wife of the said *William Earl of Abergavenny*, and her Assigns, for and during the Term of her natural Life, but without any Power of committing Waste, and from and immediately after the Determination of that Estate to the Use of the said *Caroline Emily Nevill*, *Henrietta Augusta Nevill*, and *Isabel Mary Frances Nevill*, and their respective Executors, Administrators, and Assigns, in equal undivided Moieties, as Tenants in Common, and not as Joint Tenants, and in case and as often as either of them the said *Caroline Emily Nevill*, *Henrietta Augusta Nevill*, and *Isabel Mary Frances Nevill* should happen to die without having been married, or under the Age of Twenty-one Years, or, having been married, without leaving Issue of her Body living at the Time of her Death, then as to as well the original Share of her so dying as the Share or Shares which should have accrued or survived to her by virtue of this Limitation to the Use of the others or other of them the said *Caroline Emily Nevill*, *Henrietta Augusta Nevill*, and *Isabel Mary Frances Nevill*, their or her Executors, Administrators, or Assigns, and if more than One in equal undivided Moieties, as Tenants in Common and not as Joint Tenants, and to, for, or upon no other Use, Trust, Intent, or Purpose whatsoever; and it was by the Indenture now in recital also declared and agreed that the said Hereditaments and Premises were so limited to the said *Reginald Henry Nevill*, *Harvey Leeke*, and *Ralph Meyrick Leeke*, their Executors, Administrators, and Assigns, during the said Term of One hundred Years, determinable as aforesaid, in trust and to the Intent that they should by Sale or Mortgage of the said Hereditaments and Premises, or any Part thereof, or by demising the same or any Part thereof for all or any Part of the said Term, or by receiving the Rents, Issues, and Profits of the said Hereditaments and Premises, or any Part thereof, or, by all of such Ways and Means, levy, raise, and pay the Amount of the said yearly Rent of Sixty-five Pounds Thirteen Shillings and Fourpence, according to the Reversion thereof, and all Costs, Charges, Losses, and Expenses which they or any Person or Persons succeeding them or either of them in the Execution of the Trusts of the Indenture now in recital as therein after provided, or any or either of their Heirs, Executors, Administrators, or Assigns, might pay, sustain, or incur by reason of their or any or either of their Acceptance or Execution of the Trusts therein contained, and that subject to the Rent, Costs, Charges, Losses, and Expenses and the said Trust for raising and paying the same, the Trustees and Trustee might permit the said *William Earl of Abergavenny*

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venny during his Life, if the said Term of One hundred Years should so long subsist, and after his Decease, if the said Term should be subsisting, and during the Residue thereof the Person or Persons who for the Time being should be entitled to the said Hereditaments and Premises in reversion expectant on the Determination of the said Term, to hold and enjoy and let and manage the said Hereditaments and Premises; and receive the Rents, Issues, and Profits thereof, without the Intervention or Interference of the said Trustees or Trustee; provided always, and it was thereby declared and agreed, that during the Lifetime of the said *William Earl of Abergavenny*, and the Period of his Possession or Enjoyment or his Pernancy of the Rents and Profits of the said Hereditaments and Premises under the Trusts aforesaid, he would waive any Right of Re-entry which might accrue to him as the Reversioner upon the Estate and Interest granted by the said recited Indenture of Lease by reason of the Nonpayment of the said yearly Rent of Sixty-five Pounds Thirteen Shillings and Fourpence, and from Time to Time acquit and discharge the said Trustees or Trustee from the half-yearly Payments of the said Rents which should have actually accrued due without the actual Payment thereof by them, it being intended that during the Period of the Possession or Enjoyment by the said *William Earl of Abergavenny* of the said Hereditaments and Premises, or his Pernancy of the Rents and Profits thereof under the Trusts aforesaid, such Possession or Enjoyment or Pernancy of Rents and Profits should go and be taken as an Equivalent for or in lieu of the said yearly Rent accruing during the same Period: And whereas the said *George Henry Nevill, Edward Walpole, Daniel Rowland, and Ralph Harvey Leeke* have severally departed this Life: And whereas the said *William Earl of Abergavenny*, as Heir Male of the Body of the said *Edward Nevill Esquire*, is now seised of or entitled to such of the Honours, Castles, Manors, Baronies, Lordships, Lands, Tenements, and Hereditaments by the said recited Act of *Philip and Mary* entailed on the Heirs Male of the said *Edward Nevill Esquire* as have not been alienated from the Family, and which are herein-after called the Entailed Estates: And whereas the said *William Earl of Abergavenny* intermarried in the Year One thousand eight hundred and twenty-four with *Caroline Leeke*, the Daughter of *Ralph Leeke Esquire*, and has had Two Sons only, to wit, the said *William Nevill*, commonly called *William Viscount Nevill*, and the said *Ralph Pelham Nevill*, who are both of full Age: And whereas the said *William Viscount Nevill* intermarried in the Year One thousand eight hundred and forty-eight with *Caroline Johnstone*, the Daughter of Sir *John Vanden Bempde Johnstone Baronet*, and has had Issue Five Sons only, to wit, *Reginald William Bransby Nevill*, his eldest Son, and *Henry Gilbert Ralph Nevill, George Montacute Nevill, William Beauchamp Nevill, and Richard Plantagenet Nevill*, all of whom are

now

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now living and are Infants under the Age of Twenty-one Years: And whereas the said *Caroline*, the Wife of the said *William* Earl of *Abergavenny*, and his Three Daughters, *Caroline Emily Nevill*, *Henrietta Augusta Nevill*, and *Isabel Mary Frances Nevill*, are still living, and the said *Henrietta Augusta Nevill* intermarried in the Year One thousand eight hundred and fifty-five with the Honourable *Thomas Edward Mostyn Lloyd Mostyn* (since deceased), and the said *Isabel Mary Frances Nevill* intermarried in the Year One thousand eight hundred and fifty-four with the Honourable and Reverend *Edward Vesey Bligh*, who is now living: And whereas the said "Lease for Lives, 1840," and the said "Lease for Lives, 1845," were preceded by other Leases for Lives of the Hereditaments and Premises therein respectively comprised, which prior Leases had been from Time to Time surrendered in order to the Renewal thereof with fresh Lives, and notwithstanding the said "Lease for Lives, 1840," and the said "Lease for Lives, 1845," and the Leases for Lives which preceded the same respectively as aforesaid, various concurrent Leases, for building and other Purposes, of Parts of the Hereditaments and Premises comprised in the said Leases for Lives respectively have been from Time to Time granted under or in pursuance of the Powers of leasing contained in and conferred by the said Acts of the Thirty-fifth of *Elizabeth*, the Thirtieth of *George* the Third, and the Sixth and Seventh of *William* the Fourth, and to prevent Disputes arising as to the Validity of any such concurrent Leases it is desirable that the same should be declared good, valid, and binding, notwithstanding that the same may have been granted during the Subsistence of the said Leases for Lives or any of them: And whereas Doubts have arisen as to the Validity of the said "Lease for Lives, 1840," and the said "Lease for Lives, 1845," respectively, in consequence of the Existence of other Leases of Parts of the Hereditaments and Premises comprised therein respectively at the Times of the granting thereof respectively, and under the Circumstances herein-before stated, it is expedient that the said "Lease for Lives, 1840," and the said "Lease for Lives, 1845," and the Estate and Interest thereby respectively created, and all and singular the Trusts thereof respectively declared by the said "Declaration of Trust, 1840," the said Deed of the Sixteenth Day of *April* One thousand eight hundred and forty-two, and the said "Declaration of Trust, 1845," or such of the said Trusts as are still subsisting and capable of taking Effect, should be put an end to, and that the Annuities now payable under or by virtue of the said Trusts or any of them should be charged upon the said Entailed Estates for the Benefit of the Person or Persons entitled thereto respectively in the Manner hereinafter provided: And whereas the Power by the said Act of the Thirty-fifth of *Elizabeth* conferred of granting Leases for Lives as therein mentioned has been from Time to Time exercised for the Purpose

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Purpose of making Provision for a Widow and younger Children, and such Exercise of the said Power is productive of great Confusion, and it is apprehended that in consequence of the greater Part of the said Entailed Estates being let at a Rackrent such Power is no longer available for such Purpose, and except in the way of granting Leases for Lives there is no Power to the said *William Nevill* Earl of *Abergavenny*, or the Heirs Male of the Body of the said *Edward Nevill* Esquire, to make Provision for a Widow or younger Children: And whereas it has been the Custom to let and large Portions of the said Entailed Estates are now let under the Powers of Leasing conferred by the said Act of the Thirty-fifth of *Elizabeth* upon Leases for Lives at nominal Rents, on Payment of a Fine or Premium, and the System of granting such Leases for Lives is detrimental to the Property and to the Interests of the Persons entitled in reversion, and it is consequently expedient that the Power to make such Leases should be put an end to, and also that proper Powers of jointuring and of appointing Portions for younger Children should be conferred upon the said *William* Earl of *Abergavenny* and the Heirs Male of the Body of the said *Edward Nevill* Esquire for the Time being seised in possession of the said Entailed Estates, together with such Powers of making Provision for the Widow and younger Children of the Heir Apparent for the Time being dying before coming into possession of the said Estates as are herein-after contained: And whereas, besides such Parts of the said Entailed Estates as by the said Acts of the Thirtieth of *George* the Third and the Sixth and Seventh of *William* the Fourth are authorized to be leased upon Building, Improving, or Repairing Leases as therein mentioned, other Parts of the said Entailed Estates have become valuable and are daily becoming more valuable for building and other Purposes, and the net Income of the said Entailed Estates might be considerably increased by letting such Parts thereof as lastly herein-before mentioned for building and other Purposes, without interfering with the Enjoyment of such Parts of the said Estates as consist of Capital Messuages or Mansion Houses, and the Gardens, Parks, and other Lands usually occupied, or enjoyed, with such Capital Messuages or Mansion Houses: And whereas Parts of the said Entailed Estates are situate in the Counties of *Norfolk*, *Suffolk*, *Hereford*, and *Monmouth*, and the said Estates in the County of *Norfolk* consist of the Hereditaments specified in the First Schedule to this Act annexed, and are situate in different Parts of the said County, and the *Suffolk* Property consists of One Farm only, containing One hundred and thirty-eight Acres or thereabouts, and One Manor, being the Hereditaments specified in the Second Schedule to this Act annexed, and the said Estates in the County of *Hereford* are situate in the several Parishes and Townships specified in the Third Schedule to this Act annexed, and are held either under Leases for Lives or under Grants

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by Copy of Court Roll for Lives in very small Holdings at nominal Rents, and in consequence of such Estates being held in manner aforesaid it is difficult to reclaim or improve the same, but such small Holdings might be sold to Advantage, and certain Parts of the Estates in the County of *Monmouth* consist of the Hereditaments specified in the First Part of the Fourth Schedule to this Act annexed, and other Parts of the said Estates in the County of *Monmouth* are situate in the several Parishes and Townships specified in the Second Part of the said Fourth Schedule, and all such Parts of the said Estates in the County of *Monmouth* as aforesaid are separated from each other, and are for the most part let on Leases for Lives at nominal Rents and generally in small Quantities, and it is expedient that the said *William* Earl of *Abergavenny* and the future Heirs Male of the Body of the said *Edward Nevill* Esquire should have Power to sell such Parts of the said Entailed Estates situate in the said Counties of *Norfolk*, *Suffolk*, *Hereford*, and *Monmouth* as are particularly specified or are situate in the Parishes and Townships particularly specified in the said several Schedules to this Act annexed, and to invest the Purchase Monies in the Purchase of other Manors, Lands, or Hereditaments situate in *England* or *Wales*: And whereas Doubts have arisen as to whether the Provisions of "The Acts for the Inclosure, Exchange, and Improvement of Land," with respect to the Exchange of Lands, extend and apply to the Estates subject to the Limitations of the said herein-before recited Act of *Philip* and *Mary*, and it is expedient that such Doubts should be removed: And whereas a small Plot of Land, Part of the said Entailed Estates, situate in *Lyon Street* in the Town of *Abergavenny*, formerly the Site of the old Pig Market, is required for the Purpose of widening the said Street, and the said *William Nevill* Earl of *Abergavenny* is desirous that the same should be vested in the Improvement Commissioners of the said Town for that Purpose: And whereas the Objects aforesaid cannot be effectually carried out by the said *William Nevill* Earl of *Abergavenny* without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subject, the said *William Nevill* Earl of *Abergavenny*, doth 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, as follows; that is to say,

Short Title.

1. This Act may be cited for all Purposes as "The Earl of *Abergavenny's* Estates Act, 1864."

Act of
35 Eliz.
(Priv.) re-
pealed.

2. From and after the passing of this Act the said Act of the Thirty-fifth Year of the Reign of Queen *Elizabeth*, intituled *An Act concerning*

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concerning the Lands of Henry late Lord Bergavenny deceased, and so much of the said Act of the Thirtieth Year of the Reign of King George the Third as authorizes the Grant of any Lease for Life or Lives, shall be and the same are hereby respectively repealed, and no Grant by Copy of Court Roll, nor any Lease of the Estates for the Time being subject to the Limitations of the said Act of Philip and Mary, or of any Part thereof, shall hereafter be made in consideration of any Fine, Premium, or Foregift, or for a Life or Lives, or in any other Way than according to the Provisions of the said herein-before recited Acts of the Thirtieth of George the Third, except so far as the said Act is hereby repealed, and of the Sixth and Seventh of William the Fourth, and this Act: Provided always, that nothing herein contained shall prejudice or affect any Grant or Lease heretofore made of the said Entailed Estates or of any Part thereof, (except the said "Lease for Lives, 1840," and the said "Lease for Lives, 1845,") or any Right of Renewal or Tenant Right (if any such there be) in the said Estates or any Part thereof, or any present or future Right of Admission of any Person to any Copyhold Tenement according to the Custom of the Manor of which it is holden, and to which such Person may be legally entitled.

3. From and after the passing of this Act the said "Lease for Lives, 1840," and the said "Lease for Lives, 1845," and the Estate and Interest thereby respectively created in the Hereditaments and Premises therein respectively comprised, and all and singular the Trusts, Powers, Provisions, Agreements, and Declarations which in and by the said Declarations of Trust of the Fifth Day of June One thousand eight hundred and forty, the Sixteenth Day of April One thousand eight hundred and forty-two, and the Fifth Day of June One thousand eight hundred and forty-five respectively, are declared and contained of and concerning the said "Lease for Lives, 1840," and the said "Lease for Lives, 1845," and the Hereditaments and Premises therein respectively comprised, shall absolutely cease and determine in the same Manner in all respects as if all the Lives for which the said "Lease for Lives, 1840," and the said "Lease for Lives, 1845;" were respectively granted, had ceased to exist.

Determina-
tion of the
Leases for
Lives, 1840
and 1845,
and of the
Trusts
declared
thereof.

4. From and after the passing of this Act the said Entailed Estates (other than and except such Parts thereof as are specially excepted from the Powers of Leasing conferred by this Act, and the aforesaid Plot of Land in Lyon Street, Abergavenny, and the Hereditaments particularly specified or situate in the Parishes and Townships particularly specified in the Schedules to this Act annexed) shall stand charged with the Payment to the said Reginald Henry Nevill, his Heirs, Executors, Administrators, and Assigns, of the annual Sum of Five hundred Pounds for such Time and under such

Charge upon
the Estates
of certain
Annuities
payable to
R. H. Nevill,
W. Viscount
Nevill, and
R. P. Nevill.

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such Circumstances and in such Manner in all respects as the annual Sum of Five hundred Pounds by the said Deed of the Sixteenth Day of *April* One thousand eight hundred and forty-two directed to be paid to the said *Reginald Henry Nevill*, his Heirs, Executors, Administrators, and Assigns, is therein directed to be paid; and with the Payment to the said *William Nevill* now Viscount *Nevill* or his Assigns of the annual Sum of Five hundred Pounds for such Time and under such Circumstances and in such Manner in all respects as the annual Sum of Five hundred Pounds by the said last-mentioned Deed directed to be paid to the said *William Nevill* now Viscount *Nevill* or his Assigns is therein directed to be paid, and also with the Payment to the said *Ralph Pelham Nevill* or his Assigns of the annual Sum of Five hundred Pounds for such Time and under such Circumstances and in such Manner in all respects as the annual Sum of Five hundred Pounds by the said last-mentioned Deed directed to be paid to the said *Ralph Pelham Nevill* or his Assigns is therein directed to be paid; and if any Part of the said Rentcharges respectively shall at any Time be unpaid for Twenty-one Days after any of the Times hereby appointed for the Payment thereof respectively, then and so often it shall be lawful for the Person or Persons for the Time being entitled to the Rentcharge or Rentcharges so in arrear to enter into and distrain upon the said Premises herein-before charged therewith, or any Part thereof, and to dispose according to Law of the Distress or Distresses then and there found; to the Intent that thereby or otherwise the said Rentcharges respectively and every Part thereof so unpaid, and all Costs and Expenses occasioned by the Nonpayment thereof, may be paid and satisfied; and if any Part of the said Rentcharges respectively shall at any Time be unpaid for Forty Days after any of the Times hereby appointed for the Payment thereof respectively, then and so often (although there shall not have been any legal Demand made thereof) it shall be lawful for the Person or Persons for the Time being entitled to the Rentcharge or Rentcharges so in arrear to enter into and upon and to hold the said Premises herein-before charged therewith, or any Part thereof, and to take the Rents and Profits thereof until he, she, or they shall thereby or otherwise be paid and satisfied the same Rentcharges respectively, and the Arrears thereof due at the Time of such Entry, or afterwards to become due during his, her, or their being in possession of the same Premises, together with all Costs and Expenses occasioned by the Nonpayment thereof, and such Possession when taken shall be without Impeachment of Waste.

Confirma-
tion of
Leases
granted
during the
Subsistence

5. All Leases of any Parts of the Hereditaments and Premises comprised in and demised by the said "Lease for Lives, 1840," and the said "Lease for Lives, 1845," respectively, which, notwithstanding the Subsistence at the Time of the granting thereof respectively of the

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the said "Lease for Lives, 1840," and the said "Lease for Lives, 1845," or of the Leases for Lives which preceded the said last-mentioned Leases respectively as aforesaid, have at any Time been granted under or in pursuance of the Powers of Leasing contained in the said herein-before recited Acts or any of them, are hereby declared to be as good, valid, and binding in all respects as if the said "Lease for Lives, 1840," the said "Lease for Lives, 1845," and the Leases for Lives which preceded the said last-mentioned Leases respectively had never been granted.

of the
Leases for
Lives.

6. All and singular the Powers of Leasing conferred by the said herein-before recited Acts of the Thirtieth of *George* the Third and the Sixth and Seventh of *William* the Fourth (except the Power of Leasing for a Life or Lives), and all the Clauses, Powers, Provisions, and Enactments in the said Acts respectively contained in reference to the Leases thereby respectively authorized to be made (except as aforesaid), and in reference to Contracts for such Leases, shall extend and apply to all the Estates situate in the Counties of *Kent* and *Sussex* respectively which now are subject to the Limitations of the said Act of *Philip* and *Mary*, or may hereafter become subject to the same, within the Parishes in which the said Estates are at present situate, (except the Capital Messuage or Mansion House formerly called *Ewridge Place*, but now *Eridge Castle*, in the said County of *Sussex*, and all Buildings, Gardens, and Appurtenances to the same Capital Messuage or Mansion House belonging, or therewith usually occupied or enjoyed, and the Park called *Ewridge Park*, otherwise *Frant Park*, also situate in the said County of *Sussex*, and also all such Lands adjoining to the said Capital Mansion House or any of its Appurtenances, or to the said Park, as have been or are now usually occupied or enjoyed with the said Capital Mansion House and Park;) in the same Manner in all respects as if all such Estates (except as aforesaid) had been included in and formed Part of the Hereditaments by the said Acts of the Thirtieth of *George* the Third and the Sixth and Seventh of *William* the Fourth respectively authorized to be let as therein mentioned; and as preliminary and incidental to the Grant of any Lease pursuant to the Powers aforesaid, or any of them, it shall be lawful for the Person or Persons by whom such Lease shall be about to be granted to accept as regards all or any of the Hereditaments to be therein comprised a Surrender of every or any then subsisting Lease or Tenancy of or affecting such Hereditaments respectively.

Extension of
the Powers
of Leasing.

7. The Act passed in the Session of the Twelfth and Thirteenth Years of the Reign of Her present Majesty, intituled *An Act for granting Relief against Defects in Leases made under Powers of Leasing in certain Cases*, and also the Act passed in the Session of

Provisions of
12 & 13 Vict.
c. 26. and
13 & 14 Vict.
c. 17. to
apply to this
Act.

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the Thirteenth and Fourteenth Years of Her present Majesty, intituled *An Act to amend an Act of the last Session of Parliament for granting Relief against Defects in Leases made under Powers of Leasing*, shall respectively apply to Leases already or hereafter granted or agreed or intended to be granted pursuant to the herein-before recited Act of the Thirtieth of *George* the Third and the Sixth and Seventh of *William* the Fourth, and this Act, or any of them.

Power to Person for the Time being in possession of the Estates to appoint a Rentcharge or Rentcharges to his Widow by way of Jointure.

8. It shall be lawful for the said *William Nevill* Earl of *Abergavenny*, and also for every future Heir Male of the Body of the said *Edward Nevill* Esquire who under or by virtue of the said Act of *Philip* and *Mary* shall become seised of or entitled in possession to the Estates for the Time being subject to the Limitations of the said Act, being of the Age of Twenty-one Years, (but subject and without Prejudice to the Rentcharges herein-before made payable to the said *Reginald Henry Nevill*, *William Viscount Nevill*, and *Ralph Pelham Nevill* respectively, and to every Exercise of the Powers annexed to the Estates preceding the Estate of the Person for the Time being exercising this Power,) by any Deed or Deeds, with or without Power of Revocation and new Appointment, or by Will or Codicil, to appoint to any Woman whom he may have married or may marry, and either before or after his Marriage, for her Life or for any less Period, any yearly Rentcharge or Rentcharges, by way of Jointure, not exceeding in the whole the yearly Sum of Two thousand Pounds, to be charged upon and payable out of all or any of the Estates for the Time being subject to the Limitations of the said Act of *Philip* and *Mary*, (except the Hereditaments excepted from the Powers of Leasing conferred by this Act,) without any Deduction, and to be paid at such Times and in such Manner as to the Person for the Time being exercising this Power shall seem meet, and to appoint to such Woman the usual Powers and Remedies for recovering and enforcing Payment of the said Rentcharge or Rentcharges by Distress and Entry upon and Detention of the Possession and Perception of the Rents and Profits of the Premises charged therewith; and the said Power of jointuring may be exercised as often as any Person for the Time being entitled to exercise the same shall marry.

Power to Person for the Time being in possession of the Estates to appoint a Rentcharge or Rentcharges as and for the Portions or Portion of his younger Children.

9. It shall be lawful for the said *William Nevill* Earl of *Abergavenny*, and also for every future Heir Male of the Body of the said *Edward Nevill* Esquire who shall be seised of or entitled in possession to the Estates for the Time being subject to the Limitations of the said Act of *Philip* and *Mary*, being of the Age of Twenty-one Years, (but subject and without Prejudice to the Rentcharge or Rentcharges for the Time being payable under the 4th Section of this Act, and to every Exercise of the Powers annexed to the Estates preceding the Estate of the Person, and to every Exercise of

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the aforesaid Power of jointuring by the Person for the Time being exercising this Power,) either before or after his Marriage, by any Deed or Deeds, with or without Power of Revocation and new Appointment, or by Will or Codicil, to appoint as and for the Portion or Portions of his Child or Children by any Woman or Women he may marry or may have married, or any One or more exclusively of the other or others of his Children, (other than the First or only Son or any other Son who before his attaining the Age of Twenty-one Years shall become entitled to the said Estates for the First Estate in Tail Male,) for the Life or respective Lives of such Child or Children, or for any less Period, and either to such Child or Children, or to any Trustee or Trustees for the Benefit of any such Child or Children, any yearly Rentcharge or Rentcharges, not exceeding in the whole for any One Child the Sum of One thousand Pounds, to be charged upon and payable out of all or any of the said Estates for the Time being subject to the Limitations of the said Act of *Philip and Mary* (except the Hereditaments excepted from the Powers of Leasing conferred by this Act), and to be payable unto or for the Benefit of such Child or Children at such Age or Time, Ages or Times, and in such Manner, and to be subject to such Limitations over on the Determination of the Interest of any such Child, whether happening in the Father's Lifetime or after his Decease, to or for the Benefit of the other or others or some or one of the others of the Children, (not being the First or only Son or a Son becoming before attaining the Age of Twenty-one Years entitled to the First Estate in Tail Male as aforesaid,) for his, her, or their Life or respective Lives, or for any less Period, and to be subject to such Powers of Appointment by the Person for the Time being exercising this Power, or any other Person or Persons, and to such Provisions for the Maintenance and Education of any such Child or Children, at the Discretion of any Trustee or Trustees, or otherwise, and to such other Powers and Provisions for the Benefit of such Child or Children, or some or one of them, as the Person for the Time being exercising this Power shall direct, and also in like Manner as aforesaid to appoint the usual Powers and Remedies for recovering and enforcing Payment of all and every such Rentcharge or Rentcharges by Distress and Entry upon and Detention of the Possession and Perception of the Rents and Profits of the Premises respectively charged therewith: Provided always, that no one Child shall by Survivorship, Accruer, or otherwise be entitled to any greater annual Sum or yearly Rentcharge in the whole than the yearly Sum of One thousand five hundred Pounds, including any annual Sum or yearly Rentcharge to be originally granted or appointed to him or her as aforesaid.

10. Provided always, That the said Estates herein-before made chargeable as aforesaid, or any of them, shall not, under or by virtue

Estates not to be subject to more than of 3,000l. per

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Annum in favour of the Children of any One Earl.

of the said Power of appointing a Portion or Portions as aforesaid, be at any One Time subject to the Payment of more than the yearly Sum of Three thousand Pounds to or in favour of the Child or Children of any One Person exercising the same Power; and that if in consequence of the Exercise of the said last-mentioned Power the same Estates, or any of them, shall be or but for this present Proviso would have been for the Time being subject to the annual Payment by way of a Portion or Portions as aforesaid of a greater Sum in the whole to any Child or Children of any One Person than Three thousand Pounds, the annual Sums or yearly Rentcharges which for the Time being shall be or but for this present Proviso would have been so payable shall abate in such Proportions as in the Deed or Deeds or Instrument or Instruments by which the same respectively shall have been granted, limited, or appointed shall be in that Behalf specified or provided, or in default thereof shall abate proportionably.

Powers to jointure a Widow and to charge Portions for the younger Children of an Heir Apparent dying before coming into possession of the Estates.

II. In case the said *William Viscount Nevill* or the Heir Apparent to the said Estates for the Time being shall happen to die without coming into possession of the said Estates, and leaving a Widow or Children him surviving, it shall be lawful for the said *William Earl of Abergavenny*, and also for every future Heir Male of the Body of the said *Edward Nevill Esquire* in possession of the said Estates at the Time of the Death of such Heir Apparent for the Time being as aforesaid, (but subject and without Prejudice to the Rentcharge or Rentcharges for the Time being payable under the Fourth Section of this Act, and to every Exercise of the Powers annexed to the Estates preceding the Estate of the Person for the Time being exercising this Power,) by any Deed or Deeds, with or without Power of Revocation and new Appointment, or by Will or Codicil, to appoint to the Widow of the said *William Viscount Nevill*, or of such other the Heir Apparent for the Time being so dying as aforesaid, for her Life or for any less Period, any yearly Rentcharge or Rentcharges, by way of Jointure, not exceeding in the whole the yearly Sum of One thousand Pounds, to be charged upon and payable out of all or any of the Estates for the Time being subject to the Limitations of the said Act of *Philip and Mary*, (except the Hereditaments excepted from the Powers of Leasing conferred by this Act,) without any Deduction except Succession Duty, and to be paid at such Times and in such Manner as to the Person for the Time being exercising this Power shall seem meet, and to appoint to such Widow the usual Powers and Remedies for recovering and enforcing Payment of the said Rentcharge or Rentcharges by Distress and Entry upon and Detention of the Possession and Perception of the Rents and Profits of the Premises charged therewith, and also by the same or any other Deed or Deeds, or by Will or Codicil as aforesaid, to appoint as and for the Portion or Portions of the Child or Children of the said *William Viscount*

Viscount

The Earl of Abergavenny's Estates Act, 1864.

Viscount *Nevill*, or other the Heir Apparent for the Time being, who shall have died as aforesaid, or any One or more exclusively of the other or others of the Children of the said *William* Viscount *Nevill*, or of such Heir Apparent for the Time being as aforesaid, (other than the First or only Son or any other Son who before his attaining the Age of Twenty-one Years shall become entitled to the said Estates for the First Estate in Tail Male,) for the Life or respective Lives of such Child or Children, or for any less Period, and either to such Child or Children or to any Trustee or Trustees for the Benefit of any such Child or Children, any yearly Rentcharge or Rentcharges not exceeding in the whole for any One Child the yearly Sum of Three hundred Pounds, to be charged upon and payable out of all or any of the said Estates for the Time being subject to the Limitations of the said Act of *Philip* and *Mary*, (except the Hereditaments excepted from the Powers of Leasing conferred by this Act,) without any Deduction except Succession Duty, and to be payable unto or for the Benefit of such Child or Children, or any One or more exclusively of the other or others of such Children, or to any Trustee or Trustees for the Benefit of any such Child or Children, at such Age or Time, Ages or Times, and in such Manner, and to be subject to such Limitations over on the Determination of the Interest of any such Child to or for the Benefit of the other or others of such Children (not being the First or only Son or a Son becoming before attaining the Age of Twenty-one Years entitled to the First Estate in Tail Male as aforesaid), for his, her, or their Life or respective Lives, or for any less Period, and to be subject to such Powers of Appointment by the Person for the Time being exercising this Power, or any other Person or Persons, and to such Provisions for the Maintenance and Education of any such Child or Children, at the Discretion of any Trustee or Trustees, or otherwise, and to such other Powers and Provisions for the Benefit of such Child or Children or some or one of them, as the Person for the Time being exercising this Power shall direct, and also, in like Manner as aforesaid, to appoint the usual Powers and Remedies for recovering and enforcing Payment of all and every such Rentcharge or Rentcharges by Distress and Entry upon and Detention of the Possession and Perception of the Rents and Profits of the Premises respectively charged therewith.

12. Provided always, That the said Estates herein-before made chargeable as aforesaid, or any of them, shall not, under the Power herein-before contained of appointing a Portion or Portions for the Child or Children of the said *William* Viscount *Nevill* or other the Heirs Apparent for the Time being so dying as aforesaid, be at any One Time subject to the Payment of more than the yearly Sum of One thousand Pounds to or in favour of the Child or Children of

[*Private.*]

4 *d*

any

Estates not to be subject to more than 1,000*l.* per Annum in favour of the Children of an Heir Apparent dying before coming into possession.

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any One such Heir Apparent as aforesaid, and that if in consequence of the Exercise of such Power the said Estates or any of them shall be or but for this present Proviso would have been for the Time being subject to the annual Payment of a greater Sum in the whole than One thousand Pounds to any Child or Children of any One such Heir Apparent as aforesaid, the annual Sums or yearly Rentcharges which for the Time being shall be or but for this present Proviso would have been so payable shall abate in such Proportions as in the Deed or Deeds or Instrument or Instruments by which the same respectively shall have been granted or appointed shall be in that Behalf specified or provided, or in default thereof shall abate proportionably: Provided also, that every Appointment by the Person for the Time being exercising the Powers conferred by the Eleventh Section of this Act, or either of them, shall be subject to the Appointments by such Person in favour of his own Wife or Children under or by virtue of the Powers for those Purposes herein-before contained, notwithstanding such last-mentioned Appointments shall be subsequent in point of Time, unless the Person making such Appointment shall declare to the contrary.

The Estates not to be at any One Time subject to Rentcharges for Jointure and Portions exceeding in the whole 8,000*l*.

13. Provided also, That the said Estates herein-before made chargeable as aforesaid or any of them shall not, under all or any of the Powers of jointuring and appointing Portions herein-before contained, be at any One Time subject to the Payment of any Rentcharge or Rentcharges exceeding in the whole the annual Sum of Eight thousand Pounds, so that if in the Exercise of the same Powers or any of them the said Estates or any of them would but for this Proviso have been charged with the Payment of Rentcharges to a larger Amount, the Rentcharge or Rentcharges by which such Excess would be occasioned, or such Part thereof respectively as would occasion or form such Excess, shall during the Continuance of such Excess absolutely sink into and not be payable out of the said Estates.

Power of Sale of Parts of the Estates.

14. It shall be lawful for the said *William Earl of Abergavenny*, and for every future Heir Male of the Body of the said *Edward Nevill Esquire*, and for all other Person or Persons, (if any) who under or by virtue of the said Act of *Philip and Mary* may become entitled to or interested in the Estates for the Time being subject to the Limitations of the said Act, being of full Age and seised in possession of the said Estates, and in case of such Heir Male or other Person or Persons as aforesaid being an Infant or Infants under the Age of Twenty-one Years, then for the Guardian or Guardians of such Infant or Infants for the Time being, to sell all or any of the Hereditaments which are particularly specified or are situate in the Parishes and Townships particularly specified in the said Schedules to

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to this Act annexed, and the Fee Simple and Inheritance thereof, together with any Additions which may heretofore have been made or may hereafter be made thereto by Encroachments or otherwise, and also to make any such Sale as aforesaid, either by Public Auction or Private Contract, and under or subject to any Stipulations as to Title or Evidence, or Commencement of Title, or otherwise, in any Conditions of Sale or Contracts for Sale of the said Hereditaments or any Part thereof, and to buy in or rescind or vary any Contract for Sale, and resell without being responsible for any Loss occasioned thereby, and on exercise of the said Power to reserve or grant any Rights of Way or other Easements through, over, or under the Hereditaments in respect of which the Power is so exercised, or any other Hereditaments, and also to stipulate for the Grant of any Rights of Way or other Easements through, over, or under any adjoining or other Hereditaments; and for effecting any such Sale it shall be lawful for the said *William Earl of Abergavenny*, and all such future Heirs Male of the Body of the said *Edward Nevill Esquire*, and such other Person or Persons, Guardian or Guardians, as aforesaid, by any Deed or Deeds to revoke all or any of the Limitations, Uses, Estates, Powers, and Enactments in any way affecting, or which under the Powers in this Act contained of jointuring or appointing Portions might affect the Hereditaments contracted to be sold or any Part thereof, (but subject to every Lease which may have been granted under any of the Powers of Leasing in the said herein-before recited Acts and this Act respectively contained,) and by the same or any other Deed or Deeds to limit or appoint any Uses, Estates, or Trusts of the said Hereditaments or any Part thereof which shall be thought expedient, and generally for any such Purpose as aforesaid to execute and do all such Assurances and Things as the said *William Earl of Abergavenny* or any such future Heir Male, or such Person or Persons, Guardian or Guardians, as aforesaid shall think fit.

15. Before any Sale takes place under the Authority of this Act One Calendar Month's Notice thereof in Writing shall be from Time to Time given to the Commissioners of Her Majesty's Woods, Forests, and Land Revenues on behalf of Her Majesty, and every such Notice shall be accompanied by a Valuation of the Lands intended to be sold, signed by some Land Surveyor to be from Time to Time previously approved in Writing by the said Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or One of them, and no Sale shall take place for a less Sum than the Amount stated in the Valuation without the Consent in Writing of the said Commissioners or One of them, nor if Notice of Objection to such Sale or Valuation by the said Commissioners or Commissioner is given before such Sale; provided always, that, in the Absence of Evidence

Notice to be given to the Crown before Sales.

to

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to the contrary no Purchaser upon any Sale under the Authority of this Act shall be bound to inquire whether the Provisions of this Section have been duly complied with, or whether any Notice of Objection to the Sale or Valuation has been given by the said Commissioners or either of them, but notwithstanding that such Provisions may not have been complied with or such Notice of Objection as aforesaid may have been given, every such Sale shall, so far as the Purchaser is concerned, be absolutely valid and effectual unless he shall have Notice of any such Noncompliance or Objection as aforesaid.

Power to
reserve
Minerals.

16. Any of the said Hereditaments herein-before authorized to be sold may be sold subject to the Exception and Reservation of all or any of the Mines, Minerals, Coals, Quarries, Stones, Clay, Sand, and Substances in, under, or upon the same, and to such Liberties, Powers, Privileges, and Easements for searching for, working, getting, and disposing of the same, or otherwise in relation thereto, as to the Person or Persons for the Time being exercising the said Power of Sale may seem fit, and all or any such Mines, Minerals, Coals, Quarries, Stones, Clay, Sand, and Substances may be sold apart from or without or with Part only of the Surface, and with any such Liberties, Powers, Privileges, and Easements for any of the Purposes aforesaid as to such Person or Persons as aforesaid may seem fit; and the Purchaser or Purchasers, or Person or Persons, taking under any Sale may be required to enter into any Covenants or submit to any Restrictions of any Description which the Person or Persons for the Time being exercising the said Power of Sale may deem beneficial to the Property retained, or any Part thereof, or otherwise expedient, and the Assurance of the Premises sold may be made in such Manner and Form as may be expedient for giving Effect to every or any such Exception, Reservation, or Restriction.

Purchase
Monies to
be paid into
the Bank of
England.

17. All Monies which may become payable upon any such Sale as aforesaid shall be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be there placed to an Account "*Ex parte* the Persons interested in the Monies arising from the Sale of the Earl of *Abergavenny's* Estates entailed by an Act of *Philip and Mary*," pursuant to the Method prescribed by the Act of the Twelfth Year of *George* the First, Chapter 32., and the General Orders of the Court; and without Fee or Reward, according to the Act of the Twelfth Year of *George* the Second, Chapter 24.

Receipts for
Monies paid
into the
Bank.

18. The Receipt of any Cashier of the Bank of *England* for any Money so paid into the Bank, and the Certificate of the Accountant General annexed and filed therewith in the Register Office of the Court

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Court of Chancery, shall be an effectual Discharge for the Money thereby respectively acknowledged to be received, and after filing such Certificate and Receipt no Person liable to the Payment of such Money shall be answerable for the Misapplication or Nonapplication or be bound to see to the Application thereof.

19. Upon Petition or Motion to the Court in a summary Way by the said *William Earl of Abergavenny*, or the Person or Persons seised in possession of the Estates for the Time being subject to the Limitation of the said Act of *Philip and Mary*, if such Person or Persons shall be of the Age of Twenty-one Years, and if not then by his Guardian or Guardians, the Court may order the Monies, or so much thereof as is not ordered by the Court to be otherwise applied according to this Act, to be from Time to Time laid out in such Manner as the Court directs in the Purchase or Redemption of Land Tax, Tithe Rentcharge, or in or towards the Discharge of any Incumbrances (being Charges on the Inheritance) affecting all or any Part of the Estates for the Time being subject to the Limitations of the said Act of *Philip and Mary*, or in the Payment of any Money which, upon any Exchange of the said Estates or of any Part thereof, may be payable for Equality of Exchange, or in purchasing the Enfranchisement of any Part of the said Estates which may be of Copyhold or Customary Tenure, or in the Purchase of other Manors, Lands, or Hereditaments in the several Counties of *Kent, Sussex, Warwick, Worcester, or Monmouth*, for an Estate in Fee Simple of Freehold, Copyhold, or Customary Tenure free from Incumbrances, except Quitrents, Land Tax, and other like Outgoings; provided always, and it is hereby directed, that a Statement of all Proceedings or Transactions under the Authority of this Section shall once in every Year be lodged at the Office of Land Revenue Records and Inrolments.

Investment of Monies paid into the Bank in Purchase of Lands, &c.

20. The said Hereditaments so from Time to Time purchased shall forthwith be settled and assured to such Uses, upon such Trusts, and with, under, and subject to such Powers, Provisions, and Enactments, as will correspond with the Limitations, Uses, Trusts, Powers, Provisions, and Enactments then affecting the Estates for the Time being subject to the Limitations of the said Act of *Philip and Mary*, or as near thereto as the Nature of the Estates to be purchased and other Circumstances will admit; provided always, that a Memorial, with a Plan of the Land intended to be settled, shall be lodged at the Office of Land Revenues, Records, and Inrolments whenever any Hereditaments shall under the Authority of this Act be settled and assured to the Uses of the said Act of *Philip and Mary*.

Settlement of Lands purchased.

[Private.] 21. All

The Earl of Abergavenny's Estates Act, 1864.

Interim Investment to be in Exchequer Bills.

21. All Monies so paid into the Bank shall, until they be otherwise applied or invested under the Order of the Court according to this Act, be from Time to Time laid out in the Purchase, in the Name of the Accountant General, of Exchequer Bills, and the Interest on such Bills, subject to the Provisions of this Act, and the Money received for the same when paid off by Government, shall be laid out in the Purchase, in his Name, of other Exchequer Bills.

Exchange of Exchequer Bills.

22. The Court may make such General or Special Orders, if necessary, that whenever the Exchequer Bills in the Hands of the Accountant General are in course of Payment by the Government, and new Exchequer Bills are issued, the new Bills may be received in exchange for the Bills in course of Payment, and such Proceedings shall be had as shall be effectual for enabling such Receipt in exchange, and in that event the Interest of the new Bills shall, subject to the Provisions of this Act, be laid out as by this Act directed with respect to the Interest of the Bills paid off.

Deposit of Exchequer Bills in Bank.

23. All such Exchequer Bills shall be deposited in the Bank in the Name of the Accountant General, and shall there remain until, upon Petition or Motion of the Court in a summary Way, they be ordered to be sold by the Accountant General for completing any Purchase, or for any other Purposes of this Act.

Profit on Sale of Exchequer Bills.

24. If the Money by the Sale of any Exchequer Bills exceed the Amount of the Money originally laid out in the Purchase thereof, then, and in that Case only, the Surplus which remains after discharging the Expenses of the Application to the Court shall be paid to the Person who would be entitled to receive the Rents of the Hereditaments directed to be purchased, if the same were purchased and settled in pursuance of this Act, or to his Representatives.

Orders of Court as to Costs, &c.

25. The Court from Time to Time, upon Petition or Motion, in a summary Way, may make such Orders as the Court shall think just for allowing, taxing, and settling all Costs, Charges, and Expenses from Time to Time incurred in making the several Applications to the Court in pursuance of this Act, and in paying into the Bank the Monies by this Act directed to be so paid, and in taking any such Monies out of the Bank, and in discharging Incumbrances, or investing any such Monies in any Purchase or otherwise, as by this Act authorized, and in investigating the Title to the purchased Hereditaments, or otherwise in carrying the Purposes of this Act into execution, and also may make such Orders as the Court may think just for Payment of all such Costs, Charges, and Expenses out of the Monies

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Monies paid into the Bank or out of the Monies arising from the Sale of Exchequer Bills.

26. The Provisions of "The Acts for the Inclosure, Exchange, and Improvement of Land," with respect to the Exchange of Lands, shall be deemed to have extended and shall extend and be applicable to the Estates for the Time being subject to the Limitations of the said herein-before recited Act of *Philip and Mary*, except the Hereditaments excepted from the Powers of Leasing conferred by this Act, and the Site of *Abergavenny Castle*.

Provisions of the Inclosure Acts as to Exchange to apply to the Estates.

27. It shall be lawful for the said *William Earl of Abergavenny*, or the future Heir Male of the Body of the said *Edward Nevill Esquire*, being seised of or entitled in possession to the said Entailed Estates, when and as he shall think fit so to do, by any Deed or Deeds to be executed, by the said *William Earl of Abergavenny* or such Heir Male as aforesaid, to grant and convey by way of Gift all that Plot of Land situate in *Lyon Street* in the Town of *Abergavenny*, formerly the Site of the old Pig Market in the said Town, with the Appurtenances and the Fee Simple and Inheritance thereof, unto and to the Use of the Improvement Commissioners of the said Town, for the Purpose of widening the said Street, and thereupon the said Plot of Land, with the Appurtenances and the Fee Simple and Inheritance thereof, shall be absolutely vested in the said Commissioners, freed and discharged from all Estates, Limitations, Uses, Powers, Provisoos, and Enactments affecting the same, anything in the said herein-before recited Acts or any of them to the contrary notwithstanding.

Power to vest a Plot of Land in *Lyon Street*, *Abergavenny*, in the Improvement Commissioners of the said Town.

28. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, (except so far as Her and Their Estates and Interests are affected by this Act,) and to all Persons and Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the several Persons by this Act expressly excepted from this general Saving,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever of, in, to, or out of the said Entailed Estates or any Part thereof as they or any of them had before the passing of this Act, or could or might have enjoyed if this Act had not been made.

General Saving.

29. Provided always, That the following Persons are excepted from the general Saving in this Act contained, to wit, the said *William Nevill Earl of Abergavenny* and his Assigns, and the said *William Viscount Nevill* and his Assigns, and the said *Ralph Pelham Nevill* and his Assigns, and the Heirs Male of the Body of the said *Edward Nevill*

Persons excepted from general Saving.

The Earl of Abergavenny's Estates Act, 1864.

Nevill Esquire, and the said *Reginald Henry Nevill*, his Heirs, Executors, Administrators, and Assigns, and the said *Ralph Meyrick Leeke*, his Heirs and Assigns, and the said *Caroline*, the Wife of the said *William Nevill* Earl of *Abergavenny*, her Executors, Administrators, and Assigns, and the said *Caroline Emily Nevill*, *Henrietta Augusta Mostyn*, the said *Edward Vesey Bligh*, and *Isabel Mary Frances Nevill* his Wife, their respective Executors, Administrators, and Assigns, and all other Persons who by virtue of any of the Remainders or Limitations in the recited Act of *Philip* and *Mary* now are or hereafter may become interested in any Part of the Estates for the Time being subject to the Limitations of the said Act.

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

30. This Act shall not be a Public Act, but 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.

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The SCHEDULES to which the foregoing Act refers.

THE FIRST SCHEDULE.

COUNTY OF NORFOLK.

The Manors of Bergh with Apton, Sutton Insoken, Sutton Outsoken, and Scoulton Burgless.

PARISH OF SUTTON.

Numbers on Tithe Commutation Map.	Acreage, more or less.			Tenant.
	A.	R.	P.	
2, 4, 81, 132, 167, 169, 175, 176 A, 180, 181, 189, 192, 193, 194, 195, 196, 197, 201, 214, 285, 286, 286 A, 287, 322, 325, and 326 - - - - -	407	3	39	Charles George Cubitt or his Under-tenants.
288, 289, 290, 290 A, 291, 292, 293, 294, 301, 302, 319 A, and 321 - - - - -				
61 - - - - -	0	1	3	John Cole.
123 - - - - -	0	2	7	John Craske Webb.
76, 77, and 78 - - - - -	3	1	32	Charles George Cubitt or his Under-tenants.
166, 168, and 176 - - - - -	39	0	0	Charles George Cubitt or his Under-tenants.

PARISH OF HICKLING.

189, 400, 401, 748 to 754 inclu- sive, 804 to 807 inclusive, 812, 813, 817, and 818 - - - - -	164	1	25	Charles George Cubitt.
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PARISH OF CATFIELD.

167, 171 to 174 inclusive, 209 } to 219 inclusive, 258 - - - - -	241	1	31	Charles George Cubitt.
433 to 436 inclusive - - - - -	40	0	5	Edward Addey.
	281	1	36	

PARISH OF SCOULTON.

139, 140, 152 to 156 inclusive, } 170 to 195 inclusive - - - - -	388	2	33	John Tingey.
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PARISH OF POTTER HIGHAM.

251 - - - - -	8	1	32	W. Green.
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THE SECOND SCHEDULE.

COUNTY OF SUFFOLK.

The Manor of Overhall in Otley.

PARISH OF OTLEY.

Numbers on Tithe Commutation Map.	Acreage, more or less.			Tenant.
	A.	R.	P.	
80 to 83 and 85 to 89 inclusive, 97, 98, 100, 102, 107 to 110 inclusive - - - - }	138	1	8	George Vincent.

THE THIRD SCHEDULE.

COUNTY OF HEREFORD.

Names of Parishes.	Names of Townships.
Michaelchurch Exley. Saint Margarets. Walterstone. Foothog (Hamlet). Ewyas Harold.	Longtown. Newton. Llanveyno. Crasswall.

THE FOURTH SCHEDULE.

MONMOUTH.

PART I.

PARISH OF LLANWENARTH CITRA.

807, 808, 974 to 982 inclusive, 994, 998 to 1,002 inclusive, and 1,009 - - - - }	27	2	10	Held under several In- dentures of Lease for Lives, the greater Part of which are still valid.
972, 973, 989 to 993 inclusive -	3	2	31	
952, 953, 954, 966 to 971 in- clusive - - - - }	5	3	17	
983 to 988 inclusive - - - -	3	2	7	
995, 996, 997, 1,010, 1,011, 1,012, 1,020, 1,021, and 1,024 - - }	11	0	6	
1,022, 1,023, 1,025, and 1,060 -	2	3	30	
1,003 to 1,008 B inclusive, and 1,018 - - - - }	4	1	17	
1,013 to 1,017 - - - - -	3	3	28	
1,019, 1,026 to 1,032 inclusive -	7	2	39	
1,033, 1,034, and 1,035 - - -	9	1	21	
	80	0	6	

MONMOUTH

The Earl of Abergavenny's Estates Act, 1864.

MONMOUTH—*continued.*

PARISH OF LLANTILLIO PERTHOLEY.

Numbers on Tithe Commutation Map.	Acreage.			Remarks.
	A.	R.	P.	
74 to 77 - - - - -	1	2	21	Held by various Persons under Indentures of Lease for Lives, the greater Part of which are still valid.
78 to 81, 84, 86, 87, and 88 -	4	3	18	
82, 83, and 85 - - - - -	0	2	11	
89 and 90 - - - - -	2	0	17	
100, 101, 109, and 111 - - -	2	0	8	
102 to 108 and 110 - - - -	3	3	35	
167 to 177 - - - - -	6	3	4	
178 to 181, 184, 185, 196, 197, } 198 - - - - - }	21	2	13	
182, 183, and 186 - - - - -	1	0	27	
187 to 195 - - - - -	1	3	1	
240, 244, 245, and 246 - - -	0	1	33	
260, 261, and 263 - - - - -	2	0	39	
262 - - - - -	1	1	0	
286 to 293 - - - - -	7	0	24	
466, 467, and 468 - - - - -	3	3	29	
405 and 508 - - - - -	3	3	23	
366 and Part of 364 A - - - -	0	2	35	
605 - - - - -	0	3	20	
604, 608, and 609 - - - - -	1	0	2	
606, 607, 610 to 615, and 621 -	7	0	9	
616 to 620, and 627 - - - - -	2	2	28	
622 to 626, 628, and 629 - - -	6	3	21	
630 - - - - -	0	1	12	
631 - - - - -	0	3	3	
644, 645, 646, 651, and 652 -	5	3	0	
647 and 648 - - - - -	0	2	16	
649 and 650 - - - - -	0	0	9	
660 and 662 - - - - -	3	2	32	
1,138 A - - - - -	0	1	1	
1,232 and 1,350 - - - - -	0	2	0	
1,353 and Part of 1,228 - - - -	0	2	0	
	100	1	29	

*The Earl of Abergavenny's Estates Act, 1864.*MONMOUTH—*continued.*

PARISH OF LLANVIHANGEL CRUCERNEY.

Number on Tithe Commutation Map.	Acreage.			Remarks.
	A.	R.	P.	
556, 567 to 570 - - -	36	0	37	Held upon Leases for Lives.
559, 560, and 574 - - -	9	1	28	
741 - - - - -	0	1	2	
797 - - - - -	0	1	3	
742 - - - - -	0	0	33	
270, 271 - - - - -	0	1	6	
280, 281 - - - - -	0	1	28	
310, 311 - - - - -	0	1	6	
	47	1	23	

PARISH OF LLANGATTOCK LINGOED.

127B and 133 - - - - -	0	1	2	No. 423 held upon Leases for Lives; Remainder on Yearly Tenancies.
423 - - - - -	0	1	9	
123 and 128 - - - - -	4	1	12	
	4	3	23	

PART II.

NAMES OF PARISHES.

Llanvetherine.	Llanvihangel yestern Llewern.
Llanthewy Rytherch.	Bettws Newydd.
Llanarth and Hamlet of Clytha in Llanarth.	Trevethin.
Llanvair.	Goytrey.
Bryngwyn.	Llanover.
Penrose.	Llanellen.
Tregare.	Mamhilad.

Such Part of the Entailed Estates situate in the Four last-named Parishes of Goytrey, Llanover, Llanellen, and Mamhilad as are included in "The Earl of Abergavenny's Leasing Act, 1855," are excepted from this Schedule.

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1864.