



ANNO TRICESIMO NONO & QUADRAGESIMO

GEORGI II. REGIS.

Cap. 78.

An Act for vesting certain detached Parts of the Estates devised by the Will of *Michael Hicks* Esquire, in the Counties of *Essex*, *Norfolk*, *Suffolk*, and *Gloucester*, and in *London*, in Trustees, for carrying into Execution certain Agreements for Sale of Parts thereof, and to sell the other Parts thereof; and to apply the Money arising from such Sales in the Purchase of other Estates in the said County of *Gloucester*, to be settled to the same Uses.

[20th June 1800.]

WHEREAS *Michael Hicks*, late of *Chigwell* in the County of *Essex* Esquire, deceased, did, in such Manner as is by Law required for rendering valid the Devises of Real Estates, sign and duly publish his last Will and Testament in Writing, bearing Date on or about the Thirteenth Day of *May* One thousand seven hundred and sixty-three, and by his said Will gave and devised all his Manors, Messuages, Lands, Tenements, and Hereditaments, unto the Right Honourable Lord *Boston*, (since deceased), and *Howe Hicks* Esquire, now Sir *Howe Hicks* Baronet, and their Heirs, upon Trust to receive the Rents of the said Premises; and in the First Place to raise and pay thereout the Sum of Four thousand Pounds due and owing to the Testator's Sister, *Ann Burton* Widow, or to some other Person or Persons, by virtue of certain

Preamble.
Will of *Michael Hicks*
dated 13th *May*
1763.

[*Loc. & Per.*] 16 H. Articles

Articles of Agreement or Settlement entered into upon her Marriage with her late Husband *Doctor Burton*, deceased, together with all Interest for the same; and after Payment thereof, and deducting all necessary Charges relating to the Trust thereby in them reposed, upon further Trust to pay One third Part of such Rents unto the Testator's Brother *Sir Robert Hicks* during his Life, One other third Part thereof unto his Sister *Martha*, the Wife of *Petty*, for her Life, and the remaining Third Part thereof unto his Sister, *Ann Burton* Widow, for her Life: And the said Testator willed, that upon the Death of his said Brother and Sisters, or any of them, before *Michael Hicks Beach* (in the said Will called *Michael Hicks* only) the youngest Son of the said *Sir Howe Hicks*, should attain the Age of Twenty-five Years, and until the said *Michael Hicks* should attain the said Age of Twenty-five Years, the said Third Part or Parts of him, her, or them, so dying, should be retained in the Hands of the said Lord *Boston* and *Howe Hicks*, or the Survivor of them, or the Heirs of such Survivor, to be by them placed out at Interest on Government Security, until a convenient Purchase of Lands, Tenements, or Hereditaments could be found; and when and so soon as the said *Michael Hicks Beach* should attain his said Age, that the said Lord *Boston* and *Sir Howe Hicks*, and the Survivor of them, or the Heirs of such Survivor, should pay such Third Part and Parts of the said Rents and Profits, or the Whole thereof, if the said Testator's Brother and Sisters should be then all dead, into the Hands of the said *Michael Hicks Beach*, and should stand and be seised and possessed of such Lands, Tenements, and Hereditaments so to be purchased, or of the ready Money and Securities for Money so to be placed out, to and for the Use and Benefit of the said *Michael Hicks Beach*, and such other Person and Persons, and for such Estate and Estates as they should respectively take of and in his the said Testator's Real Estates, by virtue of his said Will; and the said Testator did further will and desire, that as soon as the said *Michael Hicks Beach* should attain the Age of Twenty-five Years, if his the said Testator's Brother and Sisters should be then dead, that the said Lord *Boston* and *Sir Howe Hicks*, or the Survivor of them, or the Heirs of such Survivor, should stand seised of all the said Premises to the Use of the said *Michael Hicks Beach* for the Term of Ninety-nine Years, if he should so long live, and after the Determination of that Estate, to the Use of his First and every other Son and Sons successively, in Tail Male; with Remainder to the Use of *William Hicks* Esquire (eldest Son of the said *Sir Howe Hicks*) for the Term of Ninety-nine Years, if he should so long live; and after the Determination of that Estate, to the Use of the First and every other Son and Sons of the Body of the said *William Hicks*, successively in Tail Male; with Remainder to his the Testator's own right Heirs for ever: But in case the Testator's Brother and Sisters, or any of them, should be living at the Time that the said *Michael Hicks Beach* should attain his said Age of Twenty-five Years, then the said Testator willed, that the said Third Part and Parts of the Rents so given to his said Brothers and Sisters should be paid and payable to the said *Michael Hicks Beach*, and his Son and Sons, or to the said *William Hicks*, and his Son and Sons, in such Manner and Form as aforesaid, upon the Death of every or any of them his said Brothers and Sisters as aforesaid: And whereas the said *Michael Hicks* by a Codicil to his said Will, bearing Date the Ninth Day of *December* One thousand seven hundred and sixty-three, desired his Executors to pay to *Michael Burton* Esquire, the Son of the said *Ann Burton*, the Sister of the said Testator, after the Decease of her

Codicil to Mr.
Hicks's Will.

the said *Ann Burton*, One hundred Pounds *per Annum* during his Life: And whereas the said Testator departed this Life in the Year One thousand seven hundred and sixty-four, without altering or revoking his said Will: And whereas, by an Indenture bearing Date the Fourteenth Day of *June* One thousand seven hundred and ninety-nine, and made, or expressed to be made, between the said *Michael Burton*, therein mentioned to be the Nephew and Heir at Law of the said *Michael Hicks*, of the First Part, the said *Michael Hicks Beach* of the Second Part, and the Reverend *John Pettat* of the Third Part, in Consideration of Five thousand two hundred and fifty Pounds by the said *Michael Hicks Beach* paid to the said *Michael Burton*, he the said *Michael Burton*, at the Request and by the Direction of the said *Michael Hicks Beach*, did grant, bargain, and sell unto the said *John Pettat*, his Heirs and Assigns, all and singular the Manors or Lordships, Messuages, Lands, Tenements, and Hereditaments whatsoever, and wheresoever situated, lying, and being, in the Counties of *Gloucester*, *Essex*, *Norfolk*, and *Suffolk*, and in the City of *London*, comprized in the said Will of the said *Michael Hicks*, with their Rights, Members, and Appurtenances, to hold the same unto and to the Use of the said *John Pettat*, his Heirs and Assigns, in Trust for the said *Michael Hicks Beach*, his Heirs and Assigns for ever, in as large, ample, and beneficial a Manner, to all Intents, Effects, Constructions, and Purposes whatsoever, as he the said *Michael Burton* could convey the same unto the said *John Pettat*, his Heirs and Assigns for ever; and to the End, Intent, and Purpose, and so that he the said *John Pettat*, his Heirs and Assigns, might for ever thereafter hold, possess, and enjoy the said Hereditaments and Premises, unto and to the Use of him the said *John Pettat*, his Heirs and Assigns, absolutely freed and discharged of and from all the Right, Title, Contingency, Claim, and Demand whatsoever of him the said *Michael Burton*, his Heirs or Assigns thereupon; but in Trust for the said *Michael Hicks Beach*, his Heirs and Assigns, subject and without Prejudice to the said annual Sum of One hundred Pounds, devised to the said *Michael Burton* for his Life by the said *Michael Hicks*; and for which the said *Michael Hicks Beach* did covenant with the said *Michael Burton*, that the said *Michael Burton* and his Heirs should distrain as for Rent reserved on common Demises: And whereas the said *Michael Hicks Beach* (the Devisee) attained the Age of Twenty-five Years in or about the Month of *April* One thousand seven hundred and eighty-five, and is now in Possession of all the Estates devised by the said Will, and intermarried with *Henrietta Maria Beach*, and hath Issue Male, *videlicet*; Two Sons, the eldest of whom is of the Age of Nineteen Years and upwards, and the youngest is of the Age of Sixteen Years and upwards; and the said *William Hicks* is married, but hath no Son: And whereas the Estates devised by the said Will of the said *Michael Hicks* are of very considerable Value, and the greatest Part thereof is situate at *Beverstone*, in the said County of *Gloucester*; another Part thereof is situated in the said County of *Essex*; other Parts thereof lie very much scattered and dispersed in the said Counties of *Norfolk* and *Suffolk*; and another Part thereof is situated at *Minety*, in the said County of *Gloucester*, but detached from *Beverstone*, and also from *Williamstrip Park*, where the said *Michael Hicks Beach* resides, and is entirely surrounded by the County of *Wilts*; and the remaining Part of the said Estates consists of a Dwelling House in the City of *London*: And whereas the County of *Gloucester* hath for a great Length of Time been the Residence of the said *Michael Hicks Beach*, and *William Hicks*, and their Ancestors, and is the County in which

Death of Mr. Hicks the Testator.

Indenture of 14 June 1799 between Michael Burton and Michael Hicks Beach.

Mr. Hicks Beach (the Devisee) has attained his Age, and is in Possession of all the Estates devised by said Will.

Situation of the devised Estates.

It is desirable that the detached Estates should be sold.

which their principal Family Estates lie, it is therefore the Desire of the said *Michael Hicks Beach* and *William Hicks*, that the said Estates in the said Counties of *Essex*, *Norfolk*, and *Suffolk*, and in the City of *London*, and the said Estate at *Minety*, in the said County of *Gloucester*, and all which said Estates are particularly set forth in the Schedules N^o 1, 2, 3, and 4, hereunto annexed, should be sold, and the clear Money arising from the Sale thereof laid out, under the Direction of His Majesty's High Court of Chancery, in the Purchase of other Estates in or near *Williamstrip* or *Beverstone* aforesaid, in the said County of *Gloucester*, to be settled to the subsisting Uses of the said Will of the said *Michael Hicks*: And whereas an Opportunity has offered of selling Part of the said Estates, *videlicet*, the *Essex* Estate, for Thirty thousand one hundred Pounds, and Part of the *Norfolk* and *Suffolk* Estates for Six thousand one hundred and fifty Pounds, and Contracts have accordingly been entered into, but none of the said Sales which have been already made, or are intended to be made, though manifestly for the Advantage of all Persons beneficially entitled, under the said Will of the said *Michael Hicks*, to the Estates thereby devised, can, by reason of the Devises in strict Settlement contained in the said Will of the said *Michael Hicks*, be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *Michael Hicks Beach*, for and on Behalf of himself and the said Infant Sons, *Michael Hicks Beach* and *William Hicks Beach*, and the said *William Hicks*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty; by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all and singular the Manors, Messuages, Lands, Tenements, and Hereditaments, as well Freehold as Copyhold, situate in the said Counties of *Essex*, *Norfolk*, or *Suffolk*, or either of them, and in the said City of *London*, and at *Minety* in the said County of *Gloucester*, which were devised by the said Will of the said *Michael Hicks*, and are specified in the Four several Schedules hereunto annexed, and their respective Rights, Members, and Appurtenances, shall, immediately from and after the passing of the present Act, be vested in and settled upon, and the same are hereby from thenceforth vested in, and settled upon the Reverend *Thomas Pettat* of *Hatherop*, in the said County of *Gloucester*, Clerk, and *Joseph Pitt* of *Cirencester*, in the same County, Esquire, their Heirs and Assigns for ever, freed and absolutely discharged and exonerated of and from all and every the Uses, Trusts, Estates, Provisoos, and Limitations, in and by the said Will of the said *Michael Hicks* created, limited, provided, or declared of or concerning the same respectively; but nevertheless, upon Trust, that they the said *Thomas Pettat* and *Joseph Pitt*, or the Survivor of them, or the Heirs of such Survivor, do and shall, with all convenient Speed, carry into Effect and complete the Sales of the said *Essex* Estate, and the said Part of the said *Norfolk* and *Suffolk* Estates herein before mentioned, to be contracted for, and also do and shall sell and dispose of all and singular the other Parts of the said Manor, Messuages, Farms, Lands, Tenements, and Hereditaments, hereby vested in the said *Thomas Pettat* and *Joseph Pitt*, and their Heirs, in Trust for Sale as herein-before is mentioned, with their respective Rights, Members, and Appurtenances, either together or in Parcels, and either by publick Auction or private Contract, unto any Person or Persons who shall be willing to become the Purchaser or Purchasers thereof, for the most Money and best Price or Prices that can or may be

Certain Estates vested in Trustees to be sold.

be reasonably had or gotten for the same; and do and shall upon the Payment by such Purchaser or Purchasers of his, her, or their Purchase Money into the Bank of *England*, in Manner herein-after directed, convey, surrender, and assure the Hereditaments so already sold, and to be sold, and their respective Appurtenances, unto and to the Use of such Purchaser or Purchasers, and his, her, or their Heirs and Assigns for ever.

II. And be it further enacted; That the Monies arising from the said Sale or Sales shall be applied in the First Place in paying and discharging all the Costs, Charges, and Expences preparatory to, and in soliciting, applying for, and obtaining and passing this Act, or which may be incident or relative thereto, and of completing and making as well the several Sales already made as aforesaid, as those hereby directed to be made as aforesaid, or otherwise to be occasioned in the Execution of this Act, and in redeeming the Land Tax of all or any Part of the said devised Estates, and the Residue of the Monies to arise by such Sales, the said *Thomas Pettat* and *Joseph Pitt*, and the Survivor of them, and the Heirs and Assigns of such Survivor, shall lay out and invest as soon as conveniently may be, and by and with the Approbation of the Court of Chancery, in the Purchase of Manors, Messuages, Lands, Tythes, Tenements, or Hereditaments, or of Customary or Copyhold Lands or Hereditaments, (such Customary or Copyhold Premises not exceeding in Value a Sixth Part of the Whole of what shall be so purchased), free from Incumbrances, except Chief or Quit Rents, and Services to the Lord of the Fee, to be situate, lying, and being, or arising, in or as near as may be to the said Capital Messuage or Mansion House at *Williamstrip* aforesaid, in the said County of *Gloucester*, or adjoining thereto, or in or near *Beverstone* aforesaid, of a good Estate of Inheritance in Fee Simple in Possession, free from Incumbrances, except Fee Farm, Chief, or Quit Rents or of Customary or Copyhold Lands, convenient to be held therewith, or with the Estates of the said *Michael Hicks Beach* remaining unsold, and do and shall, immediately upon the making of such Purchase or Purchases, convey, settle, and assure, or cause to be conveyed, settled, and assured, the Manors and other Hereditaments so to be purchased, to such of the Uses, upon and for such of the Trusts, Intents, and Purposes, and with, under, and subject to such of the Powers, Provisoes, and Limitations, by the said last Will of the said *Michael Hicks* limited, created, provided, and declared, expressed or contained, of and concerning the Manors and other Hereditaments hereby vested in the said *Thomas Pettat* and *Joseph Pitt*, and their Heirs, in Trust for Sale as herein-before is mentioned, as shall be then existing undetermined and capable of taking Effect.

III. And for carrying into Effect and completing the Sales herein-before mentioned of the said *Essex* Estate, and the said Part of the said *Norfolk* and *Suffolk* Estates, and for promoting and facilitating the Sale of the other Parts of the said Manors, Messuages, Lands, Tenements, and Hereditaments hereby directed to be sold as aforesaid, be it further enacted, That all and every the Persons or Person to whom the said *Essex* Estate, and the said Part of the said *Norfolk* and *Suffolk* Estates have been sold, and also all and every Person and Persons to whom the said *Thomas Pettat* and *Joseph Pitt*, or the Survivor of them, or the Heirs or Assigns of such Survivor, shall, by virtue and in pursuance of this Act, make any

[*Loc. & Per.*]

16 I

Sale

Money to arise by Sale to be laid out in Purchase of other Estates.

Estates sold shall be held discharged from the Uses of Mr. Hicks's Will.

Sale of the other Parts of the Manors and other Hereditaments, or any of them, or any Part thereof respectively, shall and may, from and immediately after the Payment of their, his, or her respective Money, in Manner herein-after mentioned; and after Execution of the proper Conveyances to them respectively of the Lands and Hereditaments by them, or to be by them respectively purchased, have, hold, and enjoy the said Manors and other Hereditaments, and receive and take the Rents, Issues, and Profits thereof, freed and absolutely discharged of and from all and every the Uses, Trusts, Estates, Powers, Provisions, Charges and Limitations, in or by the said Will of the said *Michael Hicks* declared, expressed, and mentioned of and concerning the Manors and other Hereditaments hereby vested in the said *Thomas Pettat* and *Joseph Pitt*, and their Heirs, in Trust for Sale as herein-before is mentioned.

Until Estates sold, they shall be held subject to the former Uses.

IV. And be it further enacted, That in the mean Time and until the Sales of the said *Essex* Estate, and the said Part of the said *Norfolk* and *Suffolk* Estates herein-before mentioned to have been sold, shall be carried into Effect and completed; and also until the other Parts of the said Manors and other Hereditaments shall be sold in pursuance of the present Act, the said *Thomas Pettat* and *Joseph Pitt*, and their Heirs, shall permit the same, or such Part or Parts thereof as shall from Time to Time remain unsold, to be held and enjoyed, and the Rents, Issues, and Profits thereof to be received and taken by such Person and Persons as would respectively have been entitled to the same Manors and other Hereditaments, and to the Rents, Issues, and Profits thereof respectively, as are and ought to hold, enjoy, and receive the same respectively, in case this Act had not been made.

Purchase Money to be paid into the Bank.

V. And it is hereby further enacted, That the Persons to whom the said *Essex* Estate, and the said Part of the said *Norfolk* and *Suffolk* Estates have been sold as aforesaid, and also the Person and Persons to whom the said *Thomas Pettat* and *Joseph Pitt*, or the Survivor of them, or the Heirs or Assigns of such Survivor, shall, by virtue of this Act, make any Sale or Sales of the other Parts of the Manors and other Hereditaments hereby vested in the said *Thomas Pettat* and *Joseph Pitt*, and their Heirs, in Trust for Sale as herein-before is mentioned, or any of them, or any Part or Parts thereof, shall pay his or their respective Purchase Money into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery to be placed to his Account there *ex parte* the Purchaser or Purchasers of the Estates of the said *Michael Hicks* Esquire, pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter the Thirty-second, and the General Orders of the said Court, and without Fee or Reward according to the Act of the Twelfth Year of King *George* the Second, Chapter the Twenty-fourth, which Monies when so paid in from Time to Time, shall be laid out in the Purchase of Navy or Victualling Bills, or Exchequer Bills; and the Principal Money received for the same, as they shall be respectively paid off by Government, shall be laid out, in the Name of the said Accountant General, in the Purchase of other Navy or Victualling Bills, or Exchequer Bills, all which said Navy and Victualling Bills, and Exchequer Bills, shall be deposited in the Bank, in the Name of the said Accountant General, and shall there remain until a proper Purchase or proper Purchases shall be found and approved of by

the said Court, wherein to lay out and invest the same as herein-before is mentioned, and until the same Money shall, upon a Petition setting forth such Approbation, to be preferred to the said Court of Chancery, in a summary Way, at the Expence of the Person or Persons who would be first entitled to the Rents and Profits of the Manors, and other Hereditaments so to be purchased, be ordered to be sold by the Accountant General for the completing such Purchase or Purchases, in such Manner as the said Court shall direct; and if the Money arising by the Sale of such Navy, Victualling, or Exchequer Bills shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then and in such Case only the Surplus which shall remain, after discharging the Expences of the Application to the Court, shall be paid to such Person or Persons respectively as would have been entitled to receive the Rents and Profits of the Lands directed to be purchased, in case the same had been purchased pursuant to this Act, or to the Representatives of such Person or Persons.

VI. Provided always, That it shall and may be lawful for the said Court of Chancery, and the said Court is hereby required to make an Order for taxing and settling the Costs, Charges, and Expences of the several Applications to be made to the said Court respecting the Matters aforesaid, and the Costs of taking the said Monies out of the Bank, and investing such Monies in a new Purchase or Purchases as aforesaid; and for Payment of all such Costs, Charges, and Expences out of the said Monies, or out of the Monies arising by Sale of the Navy, Victualling, or Exchequer Bills, so to be purchased as aforesaid.

Costs of Applications to the Court of Chancery to be taxed.

VII. And be it further enacted, That the Certificate and Certificates of the Accountant General of the said Court of Chancery of the Payment of the Purchase Money into the Bank, together with the Receipt or Receipts of the Cashier or Cashiers of the Bank thereunto annexed, and therewith filed in the Register Office of the said Court, shall be a good and effectual Discharge, and good and effectual Discharges to the Purchaser or Purchasers of the Manors and other Hereditaments hereby vested in the said *Thomas Pettat* and *Joseph Pitt*, and their Heirs, in Trust for Sale as herein-before is mentioned, or any of them, or any Part or Parts thereof, for his or their Purchase Money; and that the Person or Persons paying his or their Purchase Money shall not, after filing such Certificate or Certificates, and Receipt or Receipts, be liable to see to the Application, or be answerable or accountable for the Loss, Misapplication, or Non-application of the Money or Monies in such Receipt or Receipts mentioned and acknowledged to be received, or any Part thereof.

Certificate of Accountant General to be a good Discharge to Purchasers.

VIII. And be it further enacted, That if the said *Thomas Pettat* and *Joseph Pitt*, or either of them, or any Person or Persons to be appointed a Trustee or Trustees in their or either of their Place or Stead, or their or any of their Heirs or Assigns, shall die, or refuse or decline to act in the Trusts hereby created, or any of them, before the said Trusts shall be performed, then and in such Case, and so often as the same shall happen, it shall and may be lawful to and for the said *Michael Hicks Beach* during his Life, and after his Decease to and for the Person or Persons who shall from Time to Time be entitled to the Rents and Profits of the said Estates devised by the said Will of the said *Michael Hicks*, if such Person shall be of full Age, but if such Person shall be under Age, then to and for her

For appointing new Trustees.

or

or their Guardian or Guardians for the Time being, by some Deed or Deeds; or Instruments in Writing, to be by them respectively sealed and delivered in the Presence of, and attested by Two or more credible Witnesses, to nominate, substitute, or appoint any other Person or Persons, by and with the Approbation of the said Court of Chancery, to be a Trustee or Trustees in the Stead or Place of the Trustee or Trustees so dying or desiring to be discharged, or refusing, declining, or becoming incapable to act as aforesaid; and that when and as often as any new Trustee or Trustees shall be nominated and appointed as aforesaid, all the Trust Estates which shall then be vested in the Trustee or Trustees so dying, or desiring to be discharged, or refusing or declining to act as aforesaid, shall be thereupon, with all convenient Speed, conveyed in such Sort and Manner, and so as that the same shall and may be legally and effectually vested in the surviving or continuing Trustee or Trustees of the same Trust Estates respectively, and such new or other Trustee or Trustees, or if there shall be no continuing Trustee or Trustees of the same Trust Estates, then in such new Trustees only, upon the same Trusts as are herein-before declared of and concerning the same Trust Estates, or of such of them as shall or may be then subsisting and capable of taking Effect.

Powers of
new Trustees.

IX. And it is hereby further enacted and declared, That every such new Trustee or Trustees shall and may in all Things act and assist in the Management, carrying on, and Execution of the Trusts to which he or they shall be so appointed, in conjunction with the other then surviving or continuing Trustee or Trustees of the same Trust Estates, if there shall be any such continuing Trustee or Trustees, if not, then by himself, as fully and effectually, and with all the same Powers and Authorities whatsoever, to all Intents, Effects, Constructions, and Purposes whatsoever, as if he or they had been originally in and by this Act nominated Trustee or Trustees for the Purposes for which such new Trustee or Trustees respectively shall be so appointed Trustee or Trustees, and as the Trustee or Trustees in these Presents named, his or their Heirs, Executors, or Administrators, in or to whose Place such new Trustee or Trustees shall respectively come or succeed, are or is enabled to do, or could or might have done under and by virtue of this Act, if then living, and continuing to act in the Trusts hereby reposed in them or him; any Thing herein-before mentioned to the contrary thereof in anywise notwithstanding.

General
Saving.

X. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every Person and Persons, Bodies Politick and Corporate, his, her, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said *Michael Hicks Beach* and *William Hicks*, and the First and other Sons of their respective Bodies, and the Heirs Male of the respective Bodies of such Son and Sons; and the said *Michael Burton*, his Heirs and Assigns, except only in respect of the Annuity of One hundred Pounds, payable to him and his Assigns during his Life, under the Will of the said *Michael Hicks* as herein-before is mentioned, and the Powers and Remedies for recovering and enforcing the Payment thereof, which said Annuity, Powers, and Remedies are not intended to be anywise affected by this present Act), all such Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever, of, in, to, or out of the said Manors and other Hereditaments hereby vested
and

and settled as aforefaid, and every or any Part or Parts thereof respectively, as they, every, or any of them had before the passing of this Act, or could or might have had, held, or enjoyed in case this Act had not been made.

XI. And be it further enacted, That this Act shall be adjudged, deemed, Publick Act, and taken to be a Publick Act, and shall be judicially taken Notice of as such, by all Judges, Justices, and other Persons whomsoever, without specially pleading the same.

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SCHEDULE, No. 1.—(continued.)

		£.	s.	d.
Brought forward		377	—	—
Four Pieces of Arable, Meadow, and Pasture Land in the Parish of <i>Barking</i> , in the said County of <i>Essex</i> , containing Thirty-five Acres and Eight Perches, let to <i>Kinmill Oldacre</i> at the yearly Rent of		40	—	—
Consisting of the following Fields, <i>videlicet</i> :				
		A.	R.	P.
Little Golders	— — — —	10	0	3
Golders	— — — —	12	0	0
Ditto	— — — —	6	2	10
Ditto	— — — —	6	2	25
		35	0	38
A Brick Yard and Paddock in the Parish of <i>Chigwell</i> aforesaid, containing together Two Acres Three Roods and Seven Perches, let to <i>Thomas Bonn</i> at the yearly Rent of		6	—	—
A Messuage or Tenement, Garden, Paddock, and Premises in the said Parish of <i>Chigwell</i> , containing together One Acre Two Roods and Eight Perches, let to <i>Mistress Maffin</i> Widow, at the yearly Rent of		14	—	—
A Messuage or Tenement, Shop, Garden, and Premises in the said Parish of <i>Chigwell</i> , containing together One Acre Three Roods and Twenty-four Perches, let to <i>Thomas Nicholls</i> at the yearly Rent of		16	—	—
A Messuage or Tenement, Garden, and Close of Pasture Land adjoining in the said Parish of <i>Chigwell</i> , containing Three Acres Two Roods and Thirty-two Perches, let to <i>Charles Saggis</i> at the yearly Rent of		12	—	—
A Messuage or Tenement, Garden, Stables, and Premises (called the <i>Baldfaced Stag</i>) in the said Parish of <i>Chigwell</i> , let to <i>Nicholson</i> upon a long Lease at the yearly Rent of		12	—	—
A Messuage, Windmill, Land, and Premises adjoining in the said Parish of <i>Chigwell</i> , containing together Five Acres One Rood and Thirty-one Perches, let to <i>Mason</i> at the yearly Rent of		25	—	—
Woodlands and Plains in the said Parish of <i>Chigwell</i> now in Hand, but until lately (with other Woodlands after mentioned) let to <i>Thomas Morris</i> at the yearly Rent of		144	—	—
Containing together Eight hundred and sixty-six Acres One Rood and One Perch, and consisting of				
		A.	R.	P.
Lodge Bushes	— — — —	108	3	25
Chigwell Hills	— — — —	143	0	32
Hennell Forest	— — — —	411	0	7
Carried forward		646	—	—

SCHEDULE, No. 1.—(continued.)

		A.	R.	P.	£.	s.	d.
Brought forward - -					646	—	—
Plains on Chigwell Hills	— — — —	75	2	39			
Ditto on Hennell Forest	— — — —	121	0	24			
Rose Wood	— — — —	2	3	34			
Brown's Lane	— — — —	3	1	0			
		866	1	1			
A Messuage, Butcher's Shop, and Premises, in the said Parish of <i>Chigwell</i> , let to Mistress <i>Wilcox</i> at the yearly Rent of — — — —							
A Messuage or Farm House with the Garden, Barns, Stables, and Outbuildings, and also divers Pieces of Arable, Meadow, Pasture, and Woodlands in the said Parish of <i>Chigwell</i> , and in the Parish of <i>Loughton</i> , in the said County of <i>Essex</i> , containing about One hundred and seventy-three Acres, let to <i>Thomas Flower</i> at the Yearly Rent of — — — —							
Consisting of the following Fields, <i>et cetera</i> ; (<i>videlicet</i>), Messuage, Barns, Stables, Garden, and							
Homestead	— — — —	0	3	23			
Long Field	— — — —	3	0	39			
Kinfes Field	— — — —	9	3	2			
Niget Leaze	— — — —	11	1	9			
Ditto Coppice	— — — —	0	3	17			
Spear Leaze	— — — —	8	0	13			
Plain in Pangrove	— — — —	1	2	28			
Pangrove	— — — —	9	0	39			
Plain in Pangrove	— — — —	4	2	8			
Pease Field	— — — —	11	1	18			
Kaine's Field	— — — —	7	2	38			
Kaine's Mead	— — — —	2	0	32			
In Spital Mead	— — — —	8	1	0			
In Rushington Meadow	— — — —	0	2	6			
Homestead and Croft (late Owen's)	— — — —	5	0	32			
Croft Grove	— — — —	2	0	19			
Pluckett's Upperfield	— — — —	8	0	35			
Ditto Middle Field	— — — —	10	0	0			
Ditto Lower Field	— — — —	4	2	5			
Strong's Grove alias Thompson's Lops	— — — —	24	1	33			
Strong's Mead	— — — —	7	0	8			
Great Lady Mead	— — — —	10	0	8			
Upper Maple Mead	— — — —	21	0	6			
		172	1	18			
Together with a small Part of Pluckett's Wood.							
Carried forward - - - -							
834 10 —							

SCHEDULE, No. 1.—(continued.)

		A. R. P.			£. s. d.
Brought forward - - -					834 10 0
A Messuage or Farm House with the Garden, Outbuildings, and Premises to the same belonging, and also divers Pieces of Arable, Meadow, and Pasture Land in the said Parish of <i>Chigwell</i> , containing Eighty-nine Acres Three Roods Four Perches, let to <i>Lady Hughes</i> , at the yearly Rent of — — —					135 — —
Consisting of the following Fields, <i>et cetera</i> ; (<i>videlicet</i>),					
Messuage, Garden, and Outbuildings	—	1	0	27	
Slop Mead	—	14	2	14	
Broad Field	—	12	0	22	
Catch Hares	—	8	3	15	
Afop's Mead	—	4	0	17	
Catch Hares	—	13	2	33	
Longfield	—	7	1	15	
Highfield	—	10	1	5	
Ditto adjoining Horn Lane	—	7	0	3	
Farther High Field	—	10	2	13	
		89	3	4	
A Messuage and Garden in the said Parish of <i>Chigwell</i> , in the Occupation of <i>Edward Andrews</i> , at the yearly Rent of — — —					1 — —
A Messuage and Garden in the said Parish of <i>Chigwell</i> , in the Occupation of <i>Mistress Ayers</i> , at the yearly Rent of — — —					— — 6
Three Cottages and Gardens in the Parish of <i>Chigwell</i> , until lately let to <i>Thomas Morris</i> , at the yearly Rent of — — —					8 — —
Pluckett's Wood, containing 33 Acres 2 Roods and 13 Perches, (except the small Part herein-before mentioned to be in the Occupation of <i>Thomas Flower</i>), now in Hand, but until lately let to the said <i>Thomas Morris</i> , and included in the herein-before mentioned Rent of £. 144.					
A Messuage or Tenement, Stables, Coach House, and Outbuildings, Gardens, Yards, and Premises, and also several Pieces of Land in the Parish of <i>Chigwell</i> aforesaid, the Whole containing 16 Acres and 24 Perches, and let to <i>Thomas Wilcox</i> Esquire, upon Lease, at the yearly Rent of — — —					50 — —
					<hr/> 1,028 10 6 <hr/>

[Loc. & Per.]

16 L

ANNUAL

SCHEDULE, No. 1.—(continued.)

ANNUAL DEDUCTIONS.				£.	s.	d.
Land Tax of the said Estates in the Parish of <i>Chigwell</i>				68	—	—
Ditto in <i>Loughton</i>	—	—		7	4	—
Ditto in <i>Barking</i>	—	—		2	8	—
And also a yearly Fee Farm Rent	—	—		3	14	10
				<hr/>		
				81	6	10
				<hr/>		

Upon these Estates is no Timber beyond the necessary Use of the Farms.

Joseph Pitt.
Richard Richardson.

No. 2.

SCHEDULE of Estates in the Counties of *Norfolk* and *Suffolk*.

				Annual Outgoings.		
	£.	s.	d.	£.	s.	d.
<p>THE Manor of <i>Ellingham Nevells</i>, in the County of <i>Norfolk</i>, with the Rights, Royalties, and Privileges thereto belonging:</p>						
Quit Rents of the said Manor	1	9	5			
Average Fines of the said Manor (<i>Communibus Annis</i>)	1	4	6			
<p>The Messuage called <i>The Mill House</i>, with the Water Mill commonly called <i>Ellingham Mill</i>, with a Barn, Stables, and other Buildings, Yard, Garden, and divers Pieces of Arable, Meadow, and Pasture Land, containing 51 Acres 1 Rood and 31 Perches, in the Parish of <i>Ellingham</i>, in the County of <i>Norfolk</i>, (except about Two Acres thereof, which are in the Parish of <i>Mettingham</i>, in the County of <i>Suffolk</i>), the Whole was in Lease to <i>John Matchet</i>, which expired on 10th <i>October</i> 1799, at the Yearly Rent of</p>						
Land Tax	70	—	—			
				9	10	—
<p>Consisting of the following Fields, <i>et cetera</i>; <i>videlicet</i>,</p>						
		A.	R.	P.		
Messuage, Mill, Garden, Homestead	—	2	2	0		
Upper Part of Carr	—	2	1	11		
Lower Part of Carr	—	5	0	5		
Mill Hill	—	5	1	13		
Sponge Six Acres	—	6	1	10		
Church Piece	—	6	2	36		
Dove House Meadow	—	1	3	20		
Marsh	—	7	0	12		
Two Pieces in Benstead Meadow	—	1	0	23		
Three Pieces in Ellingham Meadow	—	0	2	24		
The Four Acres	—	5	1	11		
Broom Hill	—	1	1	22		
Fen Piece	—	2	3	1		
Fen Mead	—	2	1	23		
Roads	—	0	2	20		
		51	1	31		
Carried forward	72	13	11	9	10	—

SCHEDULE, No. 2.—(continued.)

		Annual Outgoings		
		£.	s.	d.
Brought forward - - -		72	13	11
A Messuage or Farm House, with a Barn, Stables, and other Outbuildings, and divers Pieces of Arable, Meadow, Pasture, and Wood Land, containing 67 Acres, in the Parish of <i>Ellingham</i> aforesaid, let to <i>Mistress Allington</i> , at the yearly Rent of - - -		50	—	—
Land Tax		—	—	—
		—	5	16
Consisting of the following Fields, <i>et cetera</i> ; (<i>videlicet</i>),				
		A.	R.	P.
Messuage, Barn, Stables, Garden, and Homestead	—	1	3	24
Home Meadow	—	2	2	9
Ditto	—	2	0	0
Home Hill	—	6	3	32
Stoney Hill	—	0	3	32
Bradley Hill	—	4	0	32
Bradley Meadow	—	3	2	18
Nether Sandhole Piece	—	1	1	17
Further Sandhole Piece	—	1	0	18
Hundred Acres	—	0	1	0
Sandhole Pightle	—	1	3	4
Ranney's Park	—	2	1	5
Shrub Piece	—	2	0	7
The Shrub (Coppice)	—	3	0	12
Three Pieces in Claypit Field	—	4	2	0
A Piece in Sandhole Field	—	0	2	16
Four Acres	—	4	0	25
Three Pieces in Brick Kiln Field	—	5	2	19
Four Pieces in Galloway Piece	—	6	0	28
Three Pieces in Lacebone Field	—	4	0	14
Lacebone Pightle	—	2	2	4
Six Pieces in Ellingham Meadow	—	2	0	19
Two Pieces in Benstead Meadow	—	2	2	25
		66	2	0
Roads	—	0	2	0
		67	0	0
A Messuage or Farm House, with a Barn, Stable, Granary, and other Outbuildings, and divers Pieces of Arable, Meadow, Pasture, and Woodland, containing Eighty-six Acres and Eight Perches, in the Parish of <i>Ellingham</i> aforesaid, and in the Parish of <i>Lodden</i> , in the said County of <i>Norfolk</i> , let to <i>Ralph Bardwell</i> , at the yearly Rent of - - -		58	—	—
Land Tax		—	—	—
		—	5	14
Carried forward - - -		180	13	11
		—	21	—

SCHEDULE, No. 2.—(continued.)

		£.	s.	d.	Annual Outgoings.			
		£.	s.	d.	£.	s.	d.	
Brought forward - - -		180	13	11	21	—	—	
Consisting of the following Fields, <i>et cetera</i> ; <i>videlicet</i> ,								
	A.	R.	P.					
Messuage, Barn, Stable, Granary, Garden, and Homestead	1	1	10					
Home Meadows	2	3	22					
Bean Yard	0	2	3					
Further Meadow	1	3	22					
Lower Hill	2	1	30					
Hemp Land	0	3	20					
Upper Hill	5	0	24					
Three Pieces in Parson's Field	1	0	39					
Four Pieces in Great Broomfield	2	2	0					
Two Acres	2	1	28					
Three Pieces in Little Broomfield	0	2	29					
Three-cornered Pightle	0	2	30					
Adjoining Ranney's Park	0	0	35					
One Piece in Claypit Field	1	1	20					
Two Pieces in Ubgate Field	1	1	36					
Ubgate Closes, and Pightle	20	0	39					
A Piece in Lodden Road	0	1	19					
Five Pieces in Sandholefield	3	2	23					
Sandhole Pightle	1	3	22					
Hither Dulls	5	2	6					
Pear Tree Went	1	0	5					
Hurn	1	1	26					
Great Wood	6	3	0					
Further Dulls Close (West)	6	3	36					
Ditto East	6	1	20					
Little Wood	1	2	37					
Two Pieces in Ellingham Meadow	1	0	34					
One Piece in Benstead Meadow	1	3	33					
	84	3	8					
Roads	1	1	0					
	86	0	8					
A Messuage or Farm-House, with a Barn, Stable, and other Outbuildings, and divers Pieces of Arable, Meadow, and Pasture Land, containing Sixty-three Acres One Rood and Twenty-four Perches, in the Parish of <i>Ellingham</i> aforesaid, let to <i>John Moore</i> at the yearly Rent of				45	—	—		
Land Tax				—	—	—	4 8 —	
Carried forward - - -		225	13	11	25	8	—	
[Loc. & Per.]		16 M						

SCHEDULE, No. 2.—(continued.)

		Annual Outgoings.		
		£.	s.	d.
Brought forward		225	13	11
Consisting of the following Fields, <i>et cetera</i> ; <i>videlicet</i> ,				
	A. R. P.			
Messuage, Barn, Stable, Garden, and Homestead	0 2 0			
East Meadow	5 0 10			
West Meadow	5 3 0			
Barn Piece (exclusive of Glebe Land therein)	10 3 1			
Alder Carr Piece	4 0 17			
Gibb's (exclusive of the Glebe therein)	8 2 25			
Piece across Beccle's Road	13 2 16			
West ploughed Piece	8 3 19			
Eleven Pieces in Ellingham Meadow	5 3 16			
	63 0 24			
Roads	0 1 0			
	63 1 24			
The following Messuages and Lands are Copyhold or Customary, and included in, and so intermixed with the before mentioned Estates, as to render it next to impossible to be distinguished from the other Parts of the said Estates; <i>videlicet</i> , Three Messuages and several Pieces of Land, amounting together to Sixty-four Acres Two Roods and Twenty Perches, and also Two other Pieces (the Measures of which are not ascertained) are held of the Manor of <i>Stockton</i> , subject to annual Quit Rents, amounting to Two Pounds Fourteen Shillings and Eleven-pence, and Arbitrary Fines		—	—	—
Three Messuages and Land, containing about Three Acres; and also Two other Pieces (the Measure of which is not ascertained) are held of the Manor of <i>Bungay</i> , subject to annual Quit Rents, amounting to Five Shillings and Four-pence Halfpenny, and Arbitrary Fines.		—	—	—
A Messuage or Farm House, with a Barn, Stable, Granary, and Outbuildings, and divers Pieces of Arable, Meadow, and Pasture Land, containing One hundred and sixteen Acres Two Roods and Fifteen Perches, in the Parishes of <i>Shimpling</i> and <i>Thelveton</i> , in the said County of <i>Norfolk</i> , in the Occupation of <i>John Dixon</i> , at the yearly Rent of		87	—	—
Land Tax	—	—	—	—
Annual Quit Rents	—	—	—	—
Allowance for Firing	—	—	—	—
		7	16	—
		—	9	7
		4	—	—
Carried forward		312	13	11
		40	13	10 ¹ / ₂

SCHEDULE, N° 2.—(continued).

					Annual Outgoings.			
					£.	s.	d.	
		Brought forward - - -			312	13	11	
Consisting of the following Fields, <i>et cetera</i> ; <i>videlicet</i> ,								
		A.	R.	P.				
Messuage, Barn, Stable, Garden, and Homestead	—	—	—	—	0	3	18	
Herne Close	—	—	—	—	4	1	0	
Little Back Close	—	—	—	—	6	3	17	
Great Back Close	—	—	—	—	8	1	14	
Little Hills	—	—	—	—	5	0	14	
Great Hills	—	—	—	—	7	3	18	
Lower Hingims	—	—	—	—	7	1	0	
Upper Hingims	—	—	—	—	7	2	0	
New Chases Close	—	—	—	—	7	2	24	
Grundle Field Pightle	—	—	—	—	3	0	10	
Long Close	—	—	—	—	10	2	2	
Common Close	—	—	—	—	6	3	28	
Old Chases Close	—	—	—	—	8	3	30	
Loft Close	—	—	—	—	1	2	0	
Near Meadow	—	—	—	—	6	3	6	
Far Meadow	—	—	—	—	7	1	21	
Thelveton	—	—	—	—	15	3	13	
					116	2	15	
The following Lands (Part of the above) are Copyhold or Customary, and are so intermixed therewith, as to render it next to impossible to be separated therefrom; <i>videlicet</i> ,								
Three Acres, held of the Manor of <i>Frenze</i> , subject to an annual Quit Rent of One Shilling and Sixpence, and Arbitrary Fines	—	—	—	—	—	—	—	
Ten Acres and Two Roods, held of the Manor of <i>Winfarthing Insoken</i> and <i>Outsoken</i> , subject to annual Quit Rents of Four Shillings and Five-pence, and Arbitrary Fines	—	—	—	—	—	—	—	
Four Acres, held of the Manor of <i>Dickleborough</i> , subject to an annual Quit Rent of Three Shillings and Eight-pence, and Arbitrary Fines	—	—	—	—	—	—	—	
					£.	312	13	11
						41	3	5½

Upon these Estates is no Timber beyond the necessary Use of the Farms.

Joseph Pitt.
Richard Richardson.

N^o 3.

SCHEDULE of the *Minety* Estate in the County of
Gloucester.

A MESSUAGE or Farm House, with the Garden, Outbuildings, and Premises to the same belonging; and also divers Pieces of Arable, Meadow, and Pasture Land, containing One hundred and six Acres Two Roods and Thirty-three Perches, in the Parish of *Minety*, in the County of *Gloucester*, late in the Occupation of *Joseph Hiscox*, at the yearly Rent of —

Consisting of the following Fields, *et cetera*; (*videlicet*),

	A.	R.	P.
Messuage, Outbuildings, Garden, <i>et cetera</i>	—	2	3 32
Home Day Close	—	20	1 19
New Mead	—	6	2 5
Sandy Leaze	—	7	0 25
Barley Patch	—	6	1 8
New Inclosure	—	17	0 22
Long Picked	—	11	0 0
Little Day Close	—	17	1 8
Great Hearings	—	5	1 29
Little Ditto	—	1	3 8
Moor Ground	—	5	1 35
Lane at the Bottom	—	0	1 18
Clear Croft	—	4	3 24
		106	2 33

Land Tax — — — 7 12 0

102 8 0

The Timber on this Estate is of very little Value.

Joseph Pitt.
Richard Richardson.

N^o 4.

SCHEDULE of the Estate in *London*.

A MESSUAGE or Tenement, and Premises, at *Saint Peter's Hill*, in the Parish of *Saint Paul's*, in the City of *London*, in Lease to *Peter Botham* Esquire, at the yearly Rent of — — —

£. s. d.
20 0 0

Joseph Pitt.