



ANNO TRICESIMO NONO & QUADRAGESIMO
GEORGI III. REGIS.

Cap. 79.

An Act for vesting the Estates of *Penyston Portlock Powney* Esquire, deceased, situate in the County of *Berks*, in Trustees, to be sold for paying Incumbrances and Debts; and for laying out the Surplus, under the Directions of the Court of Chancery, in the Purchase of other Estates, to be conveyed to the Trustees of the Will of the said *Penyston Portlock Powney*, in lieu thereof.

[20th June 1800.]

WHEREAS by Indentures of Lease and Release, bearing Date respectively the Twenty-second and Twenty-third Days of December One thousand seven hundred and seventy-two, the Release made or expressed to be made between *Penyston Portlock Powney* of *Ives Place*, near *Maidenhead*, in the County of *Berks*, Esquire, of the First Part; *Sir Thomas Frankland* Baronet, of the Second Part; *Melissa Frankland*, Spinster, Niece of the said *Sir Thomas Frankland*, of the Third Part; the Reverend *Henry Dodwell* Clerk, and *William Hayton* Gentleman, of the Fourth Part; and *Sir John Russell* Baronet, and *William Frankland* Esquire, of the Fifth Part; in Consideration of the Marriage then intended between the said *Penyston Portlock Powney* and *Melissa Frankland*, and for other Considerations therein expressed, he the said *Penyston Portlock Powney* conveyed the Manor, Lordship, Rectory, and
[Loc. & Per.] 16 N Parsonage,

Preamble.
Settlement on
the Marriage
of P. P. Powney
with Melissa
Frankland.

Parsonage, of *Old and New Windsor*, in the County of *Berks*, and several Messuages, Lands, and other Hereditaments therein particularly described, in the Parishes of *Old and New Windsor*, in the same County; and also all that the Manor of *Ives*, with all the Rights, Members, and Appurtenances thereof, situate and being in the said County of *Berks*; and all that Capital Mansion or Manor House called *Ives* or *Ives Place*, situate, standing, and being near the Town of *Maidenhead*, in the Parish of *Bray*, in the said County of *Berks*; then in the Possession of the said *Penyston Portlock Powney*, with all Buildings, Lands, and Appurtenances thereunto belonging; and also all that Messuage, Tenement, and Farm House, called *Boynbill Farm*, with the Lands and Appurtenances situate at *Boynbill*, in the said Parish of *Bray*, and also several other Messuages, Lands, Tenements, and Hereditaments, situate within the said Parish of *Bray* and in the Parish of *Cookham*, in the said County of *Berks*, and therein particularly described (together with other Hereditaments) from and immediately after the Solemnization of the said then intended Marriage, to the Use of the said *Penyston Portlock Powney* for his Life, without Impeachment of Waste, Remainder to the Use of Trustees during his Life to preserve contingent Remainders, with Remainder, subject to a Provision for the said *Melissa Frankland*, which hath determined by her Death, to the Use of the said *Sir John Russell* and *William Frankland* for Two thousand Years, upon Trust, in the Event of there being only One Daughter or younger Son of the said then intended Marriage, for raising the Sum of Three thousand five hundred Pounds for his or her Portion, with Remainder to the Use of the First and other Sons of the said Marriage successively in Tail Male, with Remainder to the Use of the said *Penyston Portlock Powney*, and his Heirs and Assigns for ever: And whereas the Marriage between the said *Penyston Portlock Powney* and *Melissa Frankland* was duly had and solemnized; and the said *Melissa* the Wife of the said *Penyston Portlock Powney* died in or about the Year One thousand seven hundred and seventy-four, leaving her said Husband *Penyston Portlock Powney*, and One Daughter, (*videlicet*), *Melissa Powney* their only Issue, her surviving: And whereas by Indentures of Lease and Release, dated respectively the Sixteenth and Seventeenth Days of *December* One thousand seven hundred and seventy-six, the Release being made or expressed to be made between the said *Penyston Portlock Powney*, of the First Part; *Peter Floyer*, and *Elizabeth Floyer* Spinster, his eldest Daughter, of the Second Part; and *Philip Lybbe Powys* Esquire, and *William Hayton* Gentleman, of the Third Part; in Consideration of the Marriage then intended between the said *Penyston Portlock Powney* and *Elizabeth Floyer*, and for other Considerations, the said *Penyston Portlock Powney* did convey the several Manors and other Hereditaments comprized in the aforesaid first-recited Indentures of Lease and Release, with the Appurtenances, from and after the Solemnization of the Marriage then intended between him the said *Penyston Portlock Powney* and the said *Elizabeth Floyer*, to the Use of him the said *Penyston Portlock Powney* for his Life without Impeachment of Waste, with Remainder to Trustees during his Life to preserve contingent Remainders, with Remainder to the Use that the said *Elizabeth Floyer*, and her Assigns, in case she should survive him, might, during her Life, receive and take out of all the said Manors and Premises thereby granted and released, such an annual Rent Charge as, together with the yearly Rent, Issues, and Profits of the Farm and Premises therein-before limited and appointed to her for her Life, and called *Sheepcouse Farm*, situate in the

Marriage of
P. P. Powney
with Melissa
Frankland,

and her Issue.

Settlement on
the Marriage
of P. P. Pow-
ney with Eliza-
beth Floyer.

the said Parish of *Cookham*, in the County of *Berks*, now of the clear yearly Value of Two hundred and fifteen Pounds, or thereabouts, should make up the full and entire yearly Sum of Four hundred Pounds, clear of all Taxes, Charges, Rates, and Impositions whatsoever, with the usual Powers, by Distress and Entry, and taking the Rents, for recovering such Rent Charge when in Arrear, with Remainder to the Use of the said *Philip Lybbe Powys* and *William Hayton*, for Five hundred Years, upon Trust, for better securing the Payment of the same Rent Charge, with Remainder to the Use of the said *Penyston Portlock Powney*, his Heirs and Assigns, for ever: And whereas the Marriage between the said *Penyston Portlock Powney* and *Elizabeth Floyer* was duly had and solemnized soon after the Date of the said last recited Indentures: And whereas the aforesaid Manor or Lordship, Rectory and Parsonage of *Old and New Windsor*, and all the aforesaid Messuages, Lands, and other Hereditaments, situate in the aforesaid Parishes of *Old and New Windsor* in the County of *Berks*, Parcel of the Premises comprized in the aforesaid recited Indentures, were, in the Lifetime of the said *Penyston Portlock Powney*, sold and disposed of, and the Monies thence arising were also in his Lifetime laid out and invested in the Purchase of a Manor and Farm called *Ockwells*, situate in the said Parish of *Bray*, and also in the Purchase of several Pieces or Parcels of Land situate near *Ives Place* aforesaid, in the said Parish of *Bray*; and the said Manor and Farm called *Ockwells*, and the said Pieces or Parcels of Land situate near *Ives Place*, were thereupon in the Lifetime of the said *Penyston Portlock Powney*, by certain Conveyances and Assurances, conveyed and assured, or subjected, to such and so many of the Uses, Trusts, and Estates, Powers, Provisoos, and Agreements, in and by the said recited Indentures of Release limited, expressed, and declared of and concerning the Manor and other Hereditaments so sold as aforesaid, as were existing undetermined and capable of taking Effect: And whereas the said *Penyston Portlock Powney*, being seised of or entitled to the said Premises situate in the said Parishes of *Bray* and *Cookham*, comprized in the said recited Indentures of Lease and Release, and conveyed or subjected to the Uses thereof as aforesaid (subject to the particular Uses and Estates therein created by the said Indentures, Conveyances, and Assurances) and also being seised of or entitled to several Pieces or Parcels of Land situate in the said Parish of *Bray*, not comprized in the said Indentures, Conveyances, and Assurances, or any of them, duly made and published his last Will and Testament, in Writing, dated the Twelfth Day of *November* One thousand seven hundred and eighty-seven, and thereby gave and devised unto his Two Friends *Arthur Onslow* Doctor in Divinity, then Canon of *Christ Church*, and now Dean of *Worcester*, and *William Mitford*, then of *Gilbury*, but now of *Exbury*, in the County of *Southampton*, Esquire, and their Heirs, all his Real Estates whatsoever and wheresoever situated, which he should die possessed of or entitled unto, upon Trust, for the said *Arthur Onslow* and *William Mitford*, and their Heirs, to receive and take the Rents and Profits of all his the said Testator's Estates during his eldest Son's Minority, and to pay and apply the same to the several Uses therein-after mentioned, and upon further Trust, as they were thereby authorized and empowered to raise and borrow, by Way of Mortgage or Demise, for a Term, of Years or otherwise, as they or the Survivor of them, or the Heirs of such Survivor, should think most proper, from Time to Time, upon such Part or Parts of his the said Testator's Estates as they should think best, the several Sums of Money

Marriage of
P. P. Powney
with Elizabeth
Floyer.

Sale of Pro-
perty at Old
Windsor.

Will of
P. P. Powney,
dated 12th
November
1787.

Money therein-after mentioned and directed to be paid by them, or so much thereof as they should find it necessary to raise for the Purposes therein-after mentioned, over and above what should otherwise come to their Hands, (that is to say), to raise for and pay to the said *Elizabeth* his (the said Testator's) Wife, the Sum of One thousand Pounds, within One Year next after his Decease; and also to raise for and pay to all and every his Child and Children which he then had or thereafter might have by his then Wife (his Daughter *Melissa* being then already provided for by Settlement) the Sum of Two thousand Pounds each, to be paid to them as they should severally attain their respective Ages of Twenty-one Years, or on the Days of the Marriage of his Daughters, provided they should then be at least Eighteen Years of Age, and marry with the Consent of their Mother and Guardians; and upon further Trust to raise for and pay to his said Wife, (who he desired might have the Care of the Persons of his Daughters), the Sum of Fifty Pounds annually for the Education of each of them, until their Fortunes should become payable, and also the Sum of Fifty Pounds *per Annum* for the Education of every younger Son until Eighteen Years of Age, and One hundred Pounds each from that Time until their Fortunes should be paid at Twenty-one Years of Age; and, it being impossible to foresee Events which might happen, upon further Trust to raise in Manner aforesaid, at any Time or Times, at the Discretion of the said *Arthur Onslow* and *William Mitford*, and their Heirs, any Sum not exceeding One thousand Pounds for each and every younger Son, to be deducted and taken out of his Fortune or their Fortunes, and applied during the Minority of such younger Son or Sons, in such Manner and to such Purposes as the said *Arthur Onslow* and *William Mitford*, and their Heirs, should think necessary and most for his or their Benefit; and also upon further Trust to raise the Sum of Three hundred Pounds, One hundred Pounds of which he the said Testator gave and bequeathed to the said *Arthur Onslow*, One hundred Pounds more thereof to the said *William Mitford*, and desired that they might be paid all reasonable Expences attending the Execution of the several Trusts thereby reposed in them, and the remaining One hundred Pounds the said Testator gave and bequeathed unto his Friend *Henry Cocker* Esquire; and upon further Trust to raise in Manner aforesaid, a sufficient Sum of Money to pay and discharge all his the said Testator's just Debts which should be found due and owing from him at the Time of his Decease; and also One Year's Wages to each of his Servants, over and above what should be due to them at his Death; and upon further Trust to pay and apply so much of the Rents and Profits of his said Estates in the Education and Maintenance of his eldest Son during his Minority, as in the Discretion of his Executors should be thought proper; and all the Residue thereof, together with his Stock when sold, to be by them applied, as far as the same would go, in discharging his Debts, and the several Legacies therein given; and the said Testator thereby directed that the Sum or Sums of Money so to be raised in the Manner and for the Purposes aforesaid, on Mortgage or Mortgages of his said Estates, should, as to the Amount thereof, be discretionary in the said *Arthur Onslow* and *William Mitford*, and the Survivor of them and his Heirs; and the said Testator did thereby give and devise unto his eldest Son *Penyston Powney*, on his attaining his Age of Twenty-one Years, all his the said Testator's Estates of what Nature or Kind soever (subject as aforesaid) to hold to him, his Heirs, Executors, Administra-

tors,

tors, and Assigns, for ever, together with the Household Goods and Furniture belonging to *Ives Place*; and all other his Personal Estate and Effects; and in case of the Death of his said Son *Penyston Powney* during his Minority, then he gave and devised the same Hereditaments and Premises, and every Part thereof, (subject as aforesaid), unto his next eldest Son, his Heirs, Executors, Administrators, and Assigns, for ever, on his attaining the Age of Twenty-one Years; and the said Testator directed that his Executors should cause all his Live and Dead Stock to be sold for the Purposes aforesaid, and let his House called *Ives Place*, and Land belonging thereto, until his eldest Son should be of Age, for his Benefit; and after giving some specific Legacies, all the Rest, Residue, and Remainder of his Personal Estate, not therein-before mentioned, he the said Testator gave to the said *Arthur Onslow* and *William Mitford*, their Executors and Administrators, upon the several Trusts, and to and for the several Uses herein-before mentioned; and the said Testator thereby appointed the said *Arthur Onslow* and *William Mitford* Joint Executors of his said last Will and Testament, and Trustees and Guardians (with his Wife) of his Children during their respective Minorities: And whereas the said Testator died in the Year One thousand seven hundred and ninety-four, leaving the said *Elizabeth Powney* his Widow him surviving; and also leaving by her Five Children then all Infants, (namely), *Penyston Powney* his eldest Son and Heir at Law, *Richard Powney* his Second Son, *John Powney* his Third Son, and Two Daughters, *Eliza* and *Charlotte Powney*; and also leaving the aforesaid *Melissa Powney*, who hath attained her Age of Twenty-one Years, his (the said Testator's) only Child by the aforesaid *Melissa* his First Wife: And whereas the said *Arthur Onslow* and *William Mitford* proved the said Will in the Prerogative Court of *Canterbury*, soon after the Death of the said Testator, and took upon themselves the Execution thereof, and have since sold and disposed of all the Personal Estate and Effects of the said Testator, including his said Furniture and Books (except some Pictures, most of which are Family Portraits, and some Fixtures at *Ives Place*); and in pursuance of the Trusts reposed in them by the said Will, borrowed the Sum of Eight thousand five hundred Pounds of *Henry Isherwood* Esquire, and for securing the Repayment thereof with Interest, executed to him a Mortgage of the said Testator's Estates, situate in the said Parish of *Bray*, together with a small Quantity of Land in the said Parish of *Cookham*: And whereas the said *Arthur Onslow* and *William Mitford* applied the said Sum of Eight thousand five hundred Pounds, and also the further Sum of Four hundred Pounds, which they have borrowed from the said *Melissa Powney* the Daughter, and the Money arising from the Part of the said Testator's Personal Estate so sold and disposed of as aforesaid, (exclusive of the said Furniture, Pictures, Books, and Fixtures), and the Rents and Profits of the said devised Estates, in paying and satisfying the said Testator's Funeral and Testamentary Expences, and all his Debts which have come to their Knowledge (save and except the Sum of Three hundred Pounds, due on the said Testator's Bond to *Henry Newell*, of *Bray* aforesaid, Yeoman, dated the Fifteenth Day of *May* One thousand seven hundred and ninety-three, and also save and except certain Demands which are supposed not to exceed the Sum of Two hundred and thirty Pounds, which yet remain to be liquidated), and also in Payment of the aforesaid Three Legacies of One hundred Pounds each, and the aforesaid Legacies of extra Wages to his Servants, and in and for or towards paying and discharging the Interest

Death of
P. P. Powney,
and his Issue
by *Elizabeth*
Floyer.

Executors
have proved
the Will of
P. P. Powney
and acted
under it.

Application
of Money
borrowed by
the Executors.

Death of
P. Powney
the eldest Son
of P. P. Powney.

Amount of
Produce of
settled
Estates.

Particulars
of the devised
Estates.

terest on the said Mortgage Debt of Eight thousand five hundred Pounds, and on the said Portion of Three thousand five hundred Pounds, secured to the said *Melissa Powney* the Daughter, and the Interest on the said Four hundred Pounds borrowed of her, and in paying the said additional Jointure to the said *Elizabeth Powney*, and the Interest of the aforesaid Legacy of One thousand Pounds given to her, and the Maintenance of Fifty Pounds each to the said Four now Three youngest Children of the said Testator; and also save and except the Sum of Five hundred and eighty-one Pounds Thirteen Shillings and Five-pence, being claimed as the Balance of an Account due to *James Payn* of *Maidenhead* Esquire, who has acted as Receiver of the Rents of the aforesaid Estates, and as Agent for the said *Arthur Onslow* and *William Mitford*, the said Executors and Trustees, which Account hath been examined and signed by the same Executors and Trustees, and the Bills of Law Charges, and Expences attending the Receipt of the Rents of the said devised Estates, and other the Business of the Trust: And whereas the said *Penyston Powney* the eldest Son of the said Testator, attained the Age of Twenty-one Years in the Month of *September* One thousand seven hundred and ninety-eight, and soon afterwards died a Bachelor, and Intestate as to his Real Estate, leaving the said *Richard Powney* his next Brother and Heir at Law; and the said *Eliza Powney*, who is the eldest Daughter of the said *Penyston Portlock Powney* by the said *Elizabeth Powney* his Second Wife, hath lately attained the Age of Twenty-one Years: And whereas the clear Rents and Profits of the said settled and devised Estates (together with the Rents of a Farm in the Parish of *Cookham*, called *Sheephouse Farm*, contained in Schedule (B.) hereunto annexed, being under strict Settlement, which is not intended to be sold or affected by this Act) amount upon an Average to the yearly Sum of Nine hundred and eighty Pounds, or thereabouts, as appears by Schedule (A.) (exclusive of the Rent of *Ives Place* aforesaid, which is now unoccupied); and the Interest of the aforesaid Portion and Mortgage of the devised Estates, and of the said Bond, and of the aforesaid Sum secured to the said *Melissa Powney* the Daughter, and the aforesaid Jointure on the said devised Premises for the Benefit of the said *Elizabeth Powney* and the Interest of her aforesaid Legacy, together with the Allowance intended to be provided by the said Testator's Will for his said Three youngest Children, and the Interest on the aforesaid Legacy of Two thousand Pounds to the said *Eliza Powney* at Four Pounds *per Centum per Annum* (which Legacy is now payable) amount to the yearly Sum of One thousand two hundred and ninety-two Pounds, or thereabouts, which exceeds the clear yearly Rents of the said devised Estates (exclusive of the Rent of *Ives Place*) by the Sum of Three hundred and twelve Pounds, or thereabouts, so that there is not a sufficient Fund for paying the Maintenance of Fifty Pounds each for the said *Richard Powney* now the eldest Son, and for the said *John Powney* the younger Son, and the said *Charlotte Powney* the youngest Daughter of the said Testator, and the Interest of the said Legacy of Two thousand Pounds to the said *Eliza Powney*, and for paying the Interest of the said Legacy of One thousand Pounds to the said *Elizabeth Powney*: And whereas the said devised Estates consist of the following Particulars, (as appears by Schedule (A.)), hereunto annexed; (namely), The Manor of *Ives* and Mansion House called *Ives Place*, in the County of *Berks*, (at present unoccupied), with a Lawn, Gardens, and some Meadow Ground thereto belonging, (which were until lately let with the Furniture, (since disposed of), of the said Mansion House to the said *Elizabeth Powney*, at Sixty-two Pounds Ten Shillings *per Annum*); a Farm called

called *Boynbill Farm*, and the Lands occupied therewith, situate in the Parishes of *Bray* and *Cookbam*, in the said County of *Berks*, and now let to *William Lawrence* at the yearly Rent of Two hundred and Twenty-nine Pounds, or thereabouts; a Farm situate in the said Parish of *Bray*, let to *Lawrence Norman* at the yearly Rent of One hundred and fifty-six Pounds Twelve Shillings or thereabouts; a Manor or Manor Farm called *Ockwells*, situate in the said Parish of *Bray*, Part whereof is let on Lease to *Ann Lucas* and *Robert Lucas*, at the yearly Rent of Three hundred and fifteen Pounds or thereabouts, other Part thereof consisting of Ten Acres of Meadow, lying in *Foreleaze*, near the Town of *Maidenhead*, is in the Occupation of *Richard Winder*, and the Residue consisting of several small Pieces of Land, is in the Occupation of *Edward Adams* and others, and several small Messuages or Cottages, and several scattered (and some of them small) Parcels of Land situate in the said Parishes of *Bray* and *Cookbam*, or one of them, and now (including the said Ten Acres of Meadow) and the said small Parcels of Land in the Occupation of the several Persons, and let at the several yearly Rents in the Schedule hereunto annexed particularly mentioned and set forth: And whereas the said Mansion House at *Ives Place* is in a ruinous State, and on that Account it is apprehended that the same cannot be advantageously let; and the Houses and other Buildings on the said Farms called *Boynbill Farm* and *Ockwells*, and the said Cottages, or greatest Part of them, are in bad Repair, and some of the Cottages quite ruinous: And whereas the said Testator has, by his said Will, authorized the said *Arthur Onslow* and *William Mitford* to raise the Money necessary for executing the Trusts thereof, by Mortgage or Demise for a Term of Years or otherwise, but has not expressly authorized any Sale of his Estates for such Purpose; but the said *Arthur Onslow* and *William Mitford*, and also the said *Elizabeth Powney*, are well satisfied that it would be for the Advantage of the said *Richard Powney*, and his said Brother and Sisters, Three of whom are Infants, and all of whom are at present almost without any Provision, that all the said devised Premises should be vested in Trustees to be sold, (but so as no Part of the said Manor or Manor Farm called *Ockwells*, which is now let on Lease to the said *Ann Lucas* and *Robert Lucas*, be sold in the Lifetime of the said *Elizabeth Powney* without her Consent, and that of her Trustees), and that the Monies produced by such Sale be applied in paying off the said Portion or Sum of Three thousand five hundred Pounds to the said *Melissa Powney*, and the said Mortgage for Eight thousand five hundred Pounds, and the said Sum of Four hundred Pounds so borrowed of the said *Melissa Powney*, and the said Sum of Three hundred Pounds due on Bond to the said *Henry Newell*, and the Interest thereof respectively, and the aforesaid unliquidated Debts, and the said Balance of Account claimed to be due to the said *James Payn*, with legal Interest for the same from the Seventh Day of *April* One thousand eight hundred, being the Day of settling the said Account, and the Costs attending the Execution of the said Trusts; and that the Surplus (if any) (except what may be ordered by the Court of Chancery, to be applied in Payment of the aforesaid Legacies to the said *Elizabeth Powney* the Widow, and the Children of the said *Penyston Portlock Powney*) be laid out under the Direction of the Court of Chancery in the Purchase of a Real Estate, to be conveyed to the Use of the said *Arthur Onslow* and *William Mitford*, the Devisees in Trust of the said Will of the said *Penyston Portlock Powney*, and their Heirs, upon the remaining Trusts of the same Will, and subject thereto, in Trust for the said *Richard Powney*, his Heirs and

State of Buildings.

Executors authorized to raise Money for Purpose of the Will of P. P. Powney;

but a Sale not authorized.

Assigns,

Assigns for ever; and that in the mean Time and until a Purchase can be found, the Income of the said Surplus Monies may be paid to the said *Arthur Onslow* and *William Mitford* the Devisees, in Trust as aforesaid, and their Heirs, to be by them paid and applied to such Person or Persons, and for such Intents and Purposes, as the Rents and Profits of the Estate to be purchased would be payable and applicable unto in case the Purchase were made: But inasmuch as by Reason of the Infancy of the said *Richard Powney*, the Desire of the said *Elizabeth Powney*, *Arthur Onslow* and *William Mitford*, cannot be effected without the Authority of Parliament, therefore Your Majesty's most dutiful and loyal Subjects, the said *Elizabeth Powney*, the said *Eliza Powney*, together with *Arthur Onslow* and *William Mitford* (on Behalf of their said Infant Wards *Richard*, *John*, and *Charlotte*) 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, from and immediately after the passing of this Act, all and singular the Manors, Messuages, Farms, Lands, Tenements, and Hereditaments, and Real Estate, situate, lying, and being in the said Parishes of *Bray* and *Cookham*, or either of them, or elsewhere in the said County of *Berks*, comprized in the said recited Will of the said *Penyston Portlock Powney* deceased, and which were thereby devised as aforesaid, with their and every of their Rights, Royalties, Easements, Members, and Appurtenances, (all which Premises are particularized in the Schedule hereunder written, and such of them as are not in Hand are in the Occupation of the several Persons at the several yearly Rents mentioned and specified in the said Schedule), and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof, shall, (from and immediately after the passing of this Act), be vested in and settled upon, and the same are hereby from thenceforth vested in and settled upon the said *Arthur Onslow* and *William Mitford*, and their Heirs and Assigns, to the Use of them the said *Arthur Onslow* and *William Mitford*, their Heirs and Assigns for ever, freed and absolutely exempted, exonerated, and discharged of and from all and every the Uses, Estates, Limitations, Powers, Provisoes, Declarations, and Agreements limited, expressed, and declared, of and concerning the same, in and by the said Indentures, Will, Conveyances, and Assurances respectively herein-before recited or mentioned, or any of them; but nevertheless upon the several Trusts, and to and for the several Ends, Intents, and Purposes, herein-after expressed and declared of and concerning the same Premises, (that is to say), upon Trust that they the said *Arthur Onslow* and *William Mitford*, or the Survivor of them, or his Heirs, do and shall by and of their or his own proper Authority, (except where the Consent of the said *Elizabeth Powney* and of her Trustees is required as herein-after mentioned), with all convenient Speed, sell and dispose of the said Manors or Lordships, Capital and other Messuages, Farms, Lands, Tenements, and Hereditaments hereby vested and settled as aforesaid, either together or in Parcels, 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 be reasonably had or gotten for the same; and do and shall (upon Payment of the respective Purchase Monies in Manner herein-after mentioned) convey and assure the same Manors or Lordships, Messuages, Farms, Lands, Tenements, and Hereditaments, unto and to the Use of such Purchaser or Purchasers, and his, her, or their Heirs and Assigns,

Part of the
devised
Estates vested
in the Exe-
cutors in
Trust to be
sold.

Assigns, or to and for such Uses, Intents, and Purposes, as he or they shall direct or appoint.

II. Provided always, and it is hereby enacted, That no Part of the said Manor or Manor Farm called *Ockwells*, (Part of the Premises hereby vested and settled as aforesaid), which is let on Lease to the said *Ann Lucas* and *Robert Lucas*, shall be sold in the Lifetime of the said *Elizabeth Powney*, without her Consent in Writing, and that of her Trustees the aforesaid *William Hayton* and *Philip Lybbe Powys*, or the Survivor of them, his Executors or Administrators.

Ockwells
Farm not to
be sold with-
out Mrs.
Powney's
Consent.

III. And be it further enacted and declared, That the Monies arising from the said Sale or Sales shall be applied, in the first Place, in paying and discharging the said Portion of Three thousand five hundred Pounds, secured to the said *Melissa Powney* the Daughter, and the Interest that shall be due thereon; and in the next Place, in paying the said Sum of Eight thousand five hundred Pounds, due to the Estate of the said *Henry Isherwood*, deceased, on Mortgage, and the Interest that shall be due thereon; and after Payment thereof, then the said Sum of Three hundred Pounds due on Bond to the said *Henry Newell*, and the Interest thereon; and then the said Sum of Four hundred Pounds due to the said *Melissa Powney* the Daughter, and the Interest thereon; and the aforesaid unliquidated Debts; and the said Sum of Five hundred and eighty-one Pounds Thirteen Shillings and Five-pence, claimed to be due on Balance of Account to the said *James Payn*, with Interest for the same as aforesaid; and then 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 making and completing the Sales herein-before directed to be made as aforesaid, or otherwise to be occasioned by carrying the Trusts of the Will of the said *Penyston Portlock Powney*, and of this Act, into Execution; and the Residue of the Money to arise by such Sales (except what may be ordered by the Court of Chancery to be applied in Payment of the aforesaid Legacies to the Widow and Children of the said *Penyston Portlock Powney* as herein-after mentioned) shall, with the Consent and Approbation of the said *Arthur Onslow* and *William Mitford*, or the Survivor of them, or his Heirs, be laid out and invested in one or more Purchase or Purchases of Freehold Manors, Messuages, Lands, Tenements, and Hereditaments, to be situate, lying, and being in that Part of *Great Britain* called *England*, and of Copyhold Lands or Hereditaments lying near thereto, or convenient to be purchased therewith, of a clear Estate of Inheritance in Fee Simple in Possession, free from Incumbrances, (except Fee Farm or Chief Rents and Copyhold Rents and Services); and that all and singular the Manors, Messuages, Lands, Tenements, and Hereditaments, so to be purchased, shall be conveyed, surrendered, and assured, unto and to the Use of the said *Arthur Onslow* and *William Mitford*, the Devisees in Trust of the said recited Will of the said *Penyston Portlock Powney*, and their Heirs and Assigns, for ever, upon and subject to such and so many of the Trusts, Charges, Powers, Provisoos, and Limitations, in and by the same Will expressed and declared of and concerning the Real Estates thereby devised as aforesaid, as at the Time of making such Conveyances, Settlements, and Assurances as aforesaid, shall be existing, undetermined, and capable of taking Effect, or as near thereto as the Nature and Quality of the

Application
of Money to
arise by Sales.

Estates so to be purchased will admit of, and subject thereto, in Trust for the said *Richard Powney* the Infant, and his Heirs and Assigns for ever.

Until Sale,
Rents to be
applied as
before.

IV. And be it further enacted, That in the mean Time, and until such Sale or Sales shall be made as aforesaid, they the said *Arthur Onslow* and *William Mitford*, and the Survivor of them, and his Heirs, shall pay and apply the Rents and Profits of the said Manors or Lordships, Messuages, Farms, Lands, Tenements, and Hereditaments, herein-before vested in them in Trust as aforesaid, to such Person and Persons, and for such Intents and Purposes, as the same would have been payable and applicable unto in case this Act had not been made.

Surplus of
Money to
arise by Sale
to be paid
into the
Bank.

V. And be it further enacted, That after Payment of the said Sums of Three thousand five hundred Pounds, Eight thousand five hundred Pounds, Four hundred Pounds, and Three hundred Pounds, and the Interest thereon respectively, and the said unliquidated Debts, and the said Balance of Account claimed by the said *James Payn*, and the Interest thereof as aforesaid, together with the said Costs and Charges, the Residue and Surplus of the Monies to arise by Sale of the Premises aforesaid, shall be paid by the Purchaser or Purchasers respectively into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed to his Account there *ex parte* the Purchaser or Purchasers, 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 Purchases shall be found and approved as before directed, and until the same shall, upon a Petition setting forth such Approbation, to be preferred to the said Court of Chancery in a summary Way by the said *Arthur Onslow* and *William Mitford*, or the Survivor of them, or his Heirs, be ordered to be sold by the Accountant General for the completing such Purchase, in such Manner as the said Court shall think just and 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.

Chancery to
make an Order
for taxing
Costs.

VI. Provided always, That it shall and may be lawful for the Court of Chancery, and the said Court is hereby required, to make an Order for taxing and settling the Costs, Charges, and Expences herein-before directed to be paid, and for taxing the Costs of the several Applications to
be

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.

VII. And be it further enacted and declared, That the Certificate and Certificates of the said Accountant General, together with the Receipt and Receipts of the Cashier of the Bank, to be thereto annexed, and therewith filed in the Register Office of the said Court of Chancery, of the Payment into the Bank of *England* by such Purchaser or Purchasers of his, her, or their Purchase Money or Purchase Monies, or of such Part or Parts thereof as shall not have been paid or applied by him, her, or them respectively, in Discharge of the said Incumbrances so directed to be paid as aforesaid, or of some Part or Parts thereof, shall from Time to Time be and be deemed and taken to be a good and sufficient Discharge to such Purchaser or Purchasers, and to his, her, or their respective Heirs, Executors, Administrators, and Assigns, for so much of the said Purchase Money or Purchase Monies for which such Certificate or Certificates, and Receipt or Receipts as aforesaid, shall be given; and after the giving of such Certificate or Certificates, and Receipt or Receipts, such Purchaser or Purchasers shall be absolutely acquitted and discharged of and from the same Monies, and shall not be answerable or accountable for any Loss, Misapplication, or Non-application thereof.

Certificate of Accountant General to be good Discharge to Purchasers.

VIII. And be it further enacted, That in the mean Time, and until such Purchase or Purchases of a Real Estate can be had and completed as aforesaid, the said Accountant General shall pay the Interest which shall from Time to Time arise from the Money to be so laid out in Navy or Victualling Bills, or Exchequer Bills, as aforesaid, as the same shall become due and payable, unto the said *Arthur Onslow* and *William Mitford*, the Devisees in Trust named in the said recited Will, and their Heirs and Assigns, to be by them respectively paid and applied to such Person or Persons, and for such Intents and Purposes, as the Rents and Profits of the Messuages, Lands, Tenements, or Hereditaments hereby directed to be purchased, would be payable and applicable unto in case the same were purchased and settled pursuant to this Act.

Interest of Money to be paid to the Devisees in Trust.

IX. Provided always, and be it further enacted, That after Payment and Satisfaction of the aforesaid several Sums of Three thousand five hundred Pounds, Eight thousand five hundred Pounds, Four hundred Pounds, Three hundred Pounds, and the said unliquidated Debts, and the Interest on such of them as carry Interest as aforesaid, and the Balance of Account claimed by the said *James Payn*, with Interest for the same as aforesaid, it shall and may be lawful to and for the Court of Chancery, from Time to Time, upon Petition in a summary Way, to order the Legacies given by the said Will of the said *Peniston Portlock Powney* to his Widow and Children, and the Interest due in respect thereof, or so many or such Part of the said Legacies and Interest as the said Court shall think proper to be paid and satisfied by and out of the Monies to arise from the Sale of the said Estates hereby authorized to be sold as aforesaid, either by the respective Purchaser or Purchasers thereof, before the said Monies shall

For Payment of Legacies.

be

be paid into the Bank, or by and out of the said Monies after Payment thereof into the Bank, or by and out of the Monies arising by Sale of the Navy, Victualling, or Exchequer Bills, so to be purchased as aforesaid; or otherwise it shall and may be lawful to and for the said Court of Chancery in like Manner, on Petition, to order a sufficient Part of the said Monies in the Bank to be appropriated and set apart as a Fund for answering and paying the said Legacies, or any Part thereof, and until the Legacies shall become payable, to order the said Monies so set apart and appropriated, to be laid out by the Accountant General of the said Court in his Name, in the Purchase of Three Pounds *per Centum* Consolidated Bank Annuities, and the Dividends of such Annuities to be paid or applied to or for the Benefit of the Persons for the Time being entitled to the Principal, and upon the same Legacies becoming payable, then to order the Principal of such Bank Annuities to be transferred in Satisfaction thereof accordingly.

Estates not
sold to be
held subject
to the Uses
of the Will
of P. P. Pow-
ney.

X. Provided always, and be it further enacted, That in case, and when the Portion, Mortgage, Legacies, Debts, Costs, and Sums of Money herein-before directed or authorized to be paid and discharged as aforesaid shall have been fully paid and discharged, pursuant to the Directions of this Act, then if the said *Arthur Onslow* and *William Mitford*, or the Survivor of them, or his Heirs, shall deem it expedient not to sell the Residue of the Hereditaments and Premises hereby vested in Trust to be sold as aforesaid, it shall and may be lawful to and for them the said *Arthur Onslow* and *William Mitford*, or the Survivor of them, or his Heirs, by Deed under their or his Hand and Seal, to declare such to be their or his Opinion and Judgement, and then and in such Case, and from and after the Execution of such Deed, so much of the said Manors and other Hereditaments hereby vested in Trust to be sold as aforesaid, as shall then remain unsold, shall from thenceforth be and remain vested in them the said *Arthur Onslow* and *William Mitford*, their Heirs and Assigns, discharged of the aforesaid Trust, to sell the same, but nevertheless upon and subject to such and so many of the Trusts and Limitations in and by the said Will of the said *Penyston Portlock Powney*, deceased, expressed and declared of and concerning the same, as shall be then existing undetermined and capable of taking Effect.

Appoint-
ment of new
Trustees.

XI. And be it further enacted, That in case the said *Arthur Onslow* and *William Mitford*, or either of them, shall die, or desire to relinquish the Trusts hereby in them reposed, before the same Trusts shall be performed, then and so often it shall and may be lawful to and for the said *Arthur Onslow* and *William Mitford*, or the Survivor of them, his Heirs or Assigns, pursuant to an Order of the Court of Chancery, to be made in a summary Way upon Petition, to convey, pay, and make over all and singular the Hereditaments and Monies then remaining vested in them respectively, under the Trusts aforesaid, to a new Trustee or Trustees, upon, and to and for such and so many of the Trusts, Ends, Intents, and Purposes hereby declared of and concerning the same Hereditaments and Monies respectively, as shall be then remaining undetermined and capable of taking Effect, and so from Time to Time when and so often as there shall be Occasion.

Power re-
served to
Mrs. Powney

XII. Provided always, and it is hereby further enacted, That notwithstanding the Hereditaments originally subjected to the said yearly Rent Charge

Charge secured by the said recited Indenture of Release of the Seventeenth Day of *December* One thousand seven hundred and seventy-six, to the said *Elizabeth Powney* for her Life, are herein-before expressed to be hereby vested in the said *Arthur Onslow* and *William Mitford*, and their Heirs, in Trust for Sale; yet nevertheless, until the said *Elizabeth Powney* and her Trustees shall, by some Writing under her and their Hands as aforesaid, consent to the Sale of the said Manor and Farm called *Ockwells Farm*, or some Part or Parts thereof, the same Rent Charge shall be and continue charged upon and issuing out of the same Farm, or so much thereof as is now let on Lease to the said *Ann Lucas* and *Robert Lucas*, and shall for the Time being remain unfold; and she the said *Elizabeth Powney* and her Assigns shall and may have and exercise and enjoy all Powers and Remedies for recovering the same Rent Charge, if in Arrear, upon and out of the said *Ockwells Farm*, or the unfold Part thereof, in such and the same Manner as if the same Farm, or the Part thereof for the Time being remaining unfold, had been originally the only Premises subjected thereto and charged therewith.

for Recovery of her Jointure.

—XIII. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his, her, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said *Elizabeth Powney* and her Assigns, and the said *Arthur Onslow* and *William Mitford*, and their Heirs, and the said *Richard Powney*, *John Powney*, *Eliza Powney*, and *Charlotte Powney*), and their respective Heirs, Executors, and Administrators, and all Persons claiming under the Will of the said *Penyston Portlock Powney*), all such Estate, Right, Title, Interest, Claim, and Demand, of, in, to, or out of the said Manors, Messuages, Lands, Hereditaments, and Premises, by this Act vested and settled as aforesaid, 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.

General Saving.

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

Publick Act.

[Loc. & Per.]

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(A.)

The SCHEDULE of all the Estates of the late *Penyston Portlock Powney* Esquire, deceased; referred to by the above Act.

IVES-PLACE.—A Messuage or Tenement, with a Coach House, Stable, and other Outbuildings, Slope or Lawn, Garden, Pleasure Ground, and Shrubberies (unoccupied).

	£.	s.	d.
The MANOR of IVES.—Quit Rents of the said Manor -	4	10	9
Average casual Profits of the said Manor -	5	—	—

BOYNHILL FARM.—Consisting of a Messuage, Tenement, or Farm House, Barns, Stables, and other Outbuildings, Yard, Orchard, Garden, and about One hundred and ninety-eight Acres of Arable, Meadow, and Pasture Land, let to *William Lawrence*, at *per Annum* £.1229.13.6

And consists of the following Fields; (*videlicet*),

Well Close.

Field (called Ten Acres) adjoining.

Pond Close.

Coppice Close.

Picked Close.

Field near the Folly.

Old Clover.

Part of Boncey's.

Bradley Bottom.

Field adjoining.

King's Grove.

Summer House Field.

Long Leaze, near Reading Pond.

Two Chalk Pit Closes.

Field (late Mincheners).

Foreleaze Meadow.

Field (late Newell's).

Four Fields (late Emblins) in Cookham Parish.

Eight Fields (late Boults).

Thirteen Acres in Cookham Upper Common Field.

And Summer-house Field, or the Furze Piece, occupied by *Mary Goldsmith*.

SCHEDULE (A.) continued.

	£	s	d.
The PARK.—About Eighty-nine Acres of Arable and Meadow Land, near Ives Place, let to <i>Lawrence Norman</i> , at <i>per Annum</i> .	156	12	—
A Cottage and Garden, let to ditto at <i>per Annum</i>	2	—	—
A Messuage or Tenement and Outbuildings, and about Twelve Acres of Arable and Meadow Land, adjoining Oldfield, let to <i>John Lovelock</i> , at <i>per Annum</i>	30	—	—
One Close of Meadow or Pasture Ground, about Seven Acres, near the Fleece Inn or Folly, let to <i>William Grant</i> at <i>per Annum</i>	13	13	—
A Close of Arable Land, near the Brick Kiln, about Eight Acres, let to the late <i>John Cooper</i> , deceased, at <i>per Annum</i>	12	—	—
A Close of Arable Land, near the Chalk Pit, next King's Pit Lane, about Three Acres and an Half, and Noake's Meadow, near Ives Place, about Three Acres, let to <i>Richard Winder</i> , at <i>per Annum</i>	11	—	—
Ten Acres of Meadow, in a Meadow called Fore Leaze (Part of Ockwells) let to ditto at <i>per Annum</i>	20	—	—
A Close of Arable Land, near the Chalk Pit, adjoining the Braywick Road, about Four Acres and an Half, let to <i>Abraham Darby junior</i> , at <i>per Annum</i>	9	—	—
A Close of Pasture Ground, near the Town of Maidenhead, called the Oxen Close, about Four Acres, let to <i>Edward Adams</i> , at <i>per Annum</i>	8	15	—
Two Cottages and Gardens in the Town of Maidenhead, let to <i>George Robinson</i> , at <i>per Annum</i>	8	—	—
A Close of Land called Robinson's Orchard, about an Acre, let to <i>William Justice</i> , at <i>per Annum</i>	4	—	—
A Cottage, Garden, and Orchard, at Cox Green, let to <i>Widow Bradley</i> , at <i>per Annum</i>	5	—	—
A Gravel Pit near the Braywick Road, at present let to <i>Henry Seymour</i> , at <i>per Annum</i>	4	4	—
A Cottage and Garden next the Braywick Road let to <i>Henry Aldridge</i> , at <i>per Annum</i>	3	10	6
			A Cottage

SCHEDULE (A.) continued.

	£.	s.	d.
A Cottage and Garden next the Plantation in the <i>Braywick</i> Road, let to <i>John Clack</i> , at per Annum	3	8	—
A Cottage and Garden near the Chalk Pit, let to <i>Thomas Emblin</i> , at per Annum	3	—	—
A Cottage near the Chapel Bridge in <i>Maidenhead</i> , let to <i>William Wyatt</i> , at per Annum	1	15	—
A Cottage in <i>Maidenhead</i> let to <i>Thomas Colton</i> , at per Annum	1	5	—
A Cottage adjoining, let to <i>Widow Herman</i> , at per Annum	1	5	—
A Messuage or Tenement, in <i>Maidenhead</i> , and about Seven Acres of Land, let to <i>John Minchener</i> , on a Lease for Three Lives, at per Annum	—	—	16
<i>William Plater</i> , for a Cottage near the Lodge Gate, worth per Annum, about £. 2.			
<i>Widow Spiers</i> , ditto, about £. 4.			
The Manor or Manor Farm called <i>Cockwells</i> ; consisting of a Farm House, Barns, Stables, and other Out-buildings, and about Three hundred and six Acres of Arable, Meadow, and Pasture Land, and Coppices, let to <i>Ann Lucas</i> and <i>Robert Lucas</i> , at per Annum	315	—	—
Total Amount of Outgoings from the said settled and devised Estates, (including Sheephouse Farm) upon an Average, for Land Tax, Quit Rents, and other Payments, the yearly Sum of One hundred and three Pounds ten Shillings, or thereabouts	103	10	—

(B.)

The SCHEDULE of a Farm in the Parish of *Cookham*, called SHEEPHOUSE FARM, which, being under strict Settlement, is not intended to be sold or affected by the Act aforesaid, but referred to thereby.

A FARM called SHEEPHOUSE FARM, in the Parish of *Cookham*, consisting of a Farm House, Barns, Stables, and other Outbuildings, and about Two hundred and thirty Acres of Arable, Meadow, and Pasture Land, let to *Zachary and Henry Allnut*, at *per Annum* — — — — — £. 230 — —

(C.)

The SCHEDULE of Charges on the Estates of the late *Penyston Portlock Powney* Esquire, by the Settlements, Will, *et cetera*, referred to by the above Act.

Mrs. <i>Powney</i> , Interest of £. 3,500 by Mr. <i>Powney</i> 's first Marriage Settlement	— — — — —	£.	s.	d.
		175	—	—

Ditto, Interest of £. 400 lent by her to Mr. <i>Powney</i> 's Executors	— — — — —	20	—	—
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Mrs. <i>Powney</i> 's Jointure by her Marriage Settlement	—	400	—	—
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Devisees in the Will of <i>Henry Isberwood</i> Esquire, deceased, Interest of £. 8,500 on Mortgage; <i>videlicet</i> , £. 6,000 at £. 5 <i>per Centum</i> , and £. 2,500 at £. 4 10 s. <i>per Centum</i>	—	412	10	—
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Mr. <i>Henry Newell</i> , Interest on the late Mr. <i>Powney</i> 's Bond for £. 300 at £. 5 <i>per Centum</i>	— — — — —	15	—	—
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Mrs. <i>Powney</i> , Interest of £. 1,000 Legacy, left her by Mr. <i>Powney</i> 's Will, at £. 4 <i>per Centum</i>	— — — — —	40	—	—
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Miss *Eliza Powney*, Interest of £. 2,000 at £. 4 per Centum,
 the Amount of her Legacy under Mr. *Powney's* Will, (she
 having attained 21) — — — — — 80 — —

Annual Allowance of £. 50 each for the Maintenance and
 Education of the Three younger Children — — — — — 150 — —

£. 1,292 10 — —

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