



ANNO TRICESIMO NONO & QUADRAGESIMO
GEORGI III. REGIS.

Cap. 80.

An Act for effecting an Exchange between the Dean and Chapter of the Cathedral Church of the *Holy Trinity of Chichester*, and the Right Honourable *James Lord Selsey*, and the Honourable *John Peachey*, of certain Messuages, Lands, and Hereditaments, in the County of *Sussex*.

[20th June 1800.]

WHEREAS *Bulstrode Peachey Knight*, formerly of the Parish of *Saint Anne's, Westminster*, in the County of *Middlesex*, Esquire, by his last Will and Testament in Writing, bearing Date the Seventh Day of *May* One thousand seven hundred and thirty-five, duly executed, gave and devised unto *Elizabeth* his Wife, all his Capital Messuage or Dwelling House, at *West Dean*, (now called *Canon House*), with the Gardens, Stables, and Outhouses thereunto belonging, to hold to his said Wife during so many Years of the then or any future renewed Term, Estate, or Interest, he had or should have therein, as she should live; and it was his Will that his Brother *John Peachey*, his Executors and Administrators, should, during her Life, at the usual Times of Renewal, renew the Lease of the said Capital Messuage or Tenement, and Appurtenances, and pay such Fines as during the Life of his said Wife should become due for renewing the same; and he gave all those his

Preamble.
7th May
1735, Will of
Bulstrode Peachey Knight
Esquire.

[*Loc. & Per.*] 16 8 Tythes

Tythes and Lands held by Lease of the Dean and Chapter of *Chichester*, in the County of *Suffex*, and (after the Death of his said Wife) all that his said Capital Messuage or Tenement at *West Dean* aforesaid, with the Appurtenances, unto his said Brother *John Peachey*, for so many Years of his then or any future Lease to be granted of the same Premises, or any Part thereof, as he should live; and after the Death of his said Brother *John Peachey*, he gave the same Premises unto his Nephew *John Peachey*, for so many Years of his then or any future Lease as his said Nephew *John Peachey* should live; and after the Death of his said Nephew *John Peachey*, he gave the same Premises to such eldest or only Son as he should leave at the Time of his Death; but in case he should happen to die without leaving any Son, then he gave and bequeathed the same Premises unto his Nephew *James Peachey*, (afterwards Sir *James Peachey* Baronet, and now *James* Lord *Selsey*), for so many Years of his then or any future Lease as his said Nephew *James* should live; and after his Death he gave the same Premises to such eldest or only Son as he should leave behind him; and in Default of such Son his Will was, that the same Premises should be from Time to Time held and enjoyed by such Person and Persons as should, by virtue of his said Will, be entitled to the Freehold Manors, Messuages, Lands, and Hereditaments therein-after mentioned; and the said Testator, after devising certain Estates situate at *Midhurst*, in the said County of *Suffex*, and in the City of *London*, to his Brother *John*, (afterwards Sir *John Peachey* Baronet), and his Heirs, gave all and every his Manors, Messuages, Lands, Tenements, Hereditaments, and Real Estates whatsoever, (subject to Two Annuities thereby charged thereon, and which are since determined), unto his Brother the said *John Peachey*, for Life; with Remainder to his Nephew the said *John Peachey*, (the eldest Son of his said Brother), for Life; with Remainder to Trustees, to support contingent Remainders; with Remainder to the First and other Sons of his said Nephew *John Peachey*, successively in Tail Male; with Remainder to his Nephew the said *James Peachey* (afterwards Sir *James Peachey* Baronet, and now *James* Lord *Selsey*) for Life; with Remainder to Trustees, to preserve contingent Remainders; with Remainder to the First and other Sons of his said Nephew *James Peachey*, (now *James* Lord *Selsey*), successively in Tail Male; with Remainders over to other Parts of his (the Testator's) Family in strict Settlement; with the ultimate Remainder to his own right Heirs for ever; and the said Testator did thereby empower his said Brother *John Peachey*, in case both his said Nephews should die in his Lifetime without leaving any Issue Male, and every other Person who for the Time being, by virtue of his said Will, should be seised of or entitled to the Freehold and Possession of his said Manors and Hereditaments by virtue of his said Will, either before or after Marriage, to settle so much of the same Manors, Hereditaments, and Premises, as should not exceed the yearly Sum of One thousand Pounds, upon any Woman which he or they should take to Wife, for her Life, for her Jointure; and the said Testator appointed his said Wife, and his said Brother *John Peachey*, Executors of his said Will: And whereas the said *Bulstrode Peachey Knight* died in the said Year One thousand seven hundred and thirty-five, without altering or revoking his said Will, leaving his said Wife and the said *John Peachey* his Brother, (afterwards Sir *John Peachey* Baronet), him surviving, who soon after the said Testator's Death proved his said Will in the Prerogative Court

His Death.

of the Archbishop of *Canterbury*: And whereas the said *Elizabeth Knight* died many Years ago, and the said *John Peachey*, the Brother of the said Testator *Bulstrode Peachey Knight*, also died many Years ago, leaving the said *John Peachey*, (then become Sir *John Peachey* Baronet), and the said *James Peachey*, (now *James Lord Selfey*), his Two only Sons, him surviving: And whereas the said Sir *John Peachey*, the Nephew of the said *Bulstrode Peachey Knight*, died in or about the Year One thousand seven hundred and sixty-five, without Issue, and thereupon his Brother the said *James Peachey*, (then become Sir *James Peachey* Baronet, and now *James Lord Selfey*), under and by virtue of the Limitations contained in the said Will of the said *Bulstrode Peachey Knight*, deceased, entered into the Possession of, amongst other Estates, the Manor of *West Dean*, and of a certain Farm called *Preston Farm*, situate in the Parishes of *West Dean* aforesaid, and *Binderton* in the said County, and divers other Lands and Hereditaments, situate in those Parishes and other Places in the said County of *Suffex*; and the said *James Peachey*, (now *James Lord Selfey*), under the Limitations in the said Will, also entered into the Possession of the said Capital Messuage or Dwelling House at *West Dean* aforesaid, called *Canon House*, with the Appurtenances, and of the Tythes and Lands held by Lease under the said Dean and Chapter of *Chichester*, the Leases of which had been previously duly renewed, pursuant to the said Testator's Will: And whereas by virtue of certain Indentures of Lease and Release, bearing Date respectively the Eleventh and Twelfth Days of *June* One thousand seven hundred and seventy-three, the Release being of Five Parts, and made between Dame *Elizabeth Peachey*, of *Glynley* in the County of *Suffex*, (therein described as the Widow and Relict of Sir *John Peachey* Baronet, deceased, who was Son and Heir of the said Sir *John Peachey* the Father, deceased), of the First Part; the said *James Lord Selfey*, (by his then Name and Addition of Sir *James Peachey* Baronet), and *John Peachey*, of *West Dean* aforesaid, (therein described to be the only Son, and also Heir Apparent of the said Sir *James Peachey*), of the Second Part; *Thomas Middleton* Gentleman, of the Third Part; *Thomas Hall* Gentleman, of the Fourth Part; and *William Wyndham* Esquire, and *John Wyndham Bowyer* Esquire, of the Fifth Part: And of a common Recovery suffered in pursuance thereof, in *Trinity* Term, in the Thirteenth Year of His present Majesty King *George* the Third, wherein the said *John Peachey* (the only Son of the said *James Lord Selfey*) was duly vouched, all that the Messuage, Tenement and Farm, with the Lands and Grounds thereunto belonging, called *Preston Farm*, with the Rights, Members, and Appurtenances to the same belonging, (being a Part of the Estate of which the said *James Lord Selfey*, then Sir *James Peachey*, was then in Possession as aforesaid), with other Hereditaments and Estates therein particularly described and expressed, to be thereby granted and released, with their Rights and Appurtenances, were (but subject and without Prejudice to the Estate for Life of Lady *Georgina Caroline Peachey*, the Wife of the said Sir *James Peachey*, now *James Lord Selfey*), in such Part of the same Premises, as by a certain Deed Poll of the Eleventh Day of *April* One thousand seven hundred and seventy-one, under the Hand and Seal of the said Sir *James Peachey*, had in pursuance and Exercise of the Power for that Purpose contained in the said Will of the said *Bulstrode Peachey Knight*, deceased, been appointed to her for her Life, for her Jointure as aforesaid) limited to the Use of such Person or Persons, and for such Estate and Estates, and Interests,

Deaths of several of the Devisees under his Will.

11th and 12th June 1773; Settlement made by Lord Selfey and the Honourable John Peachey, his only Son.

and

and for such Ends, Intents, and Purposes, and subject to such Charges, Powers, Provisoos, and Limitations, and in such Manner, either absolutely or conditionally, and with or without Power of Revocation, as they the said Sir *James Peachey* (now *James Lord Selfey*) and *John Peachey* should, by any Deed or Deeds, Writing or Writings, to be by them signed, sealed, and delivered, in the Presence of Two or more credible Witnesses, jointly direct, limit, or appoint; and in Default of such joint Direction, Limitation, or Appointment, and as to such Parts thereof whereof no such joint Direction, Limitation, or Appointment should be made, and in the mean Time subject thereto to the Use of the said Sir *James Peachey* (now *James Lord Selfey*) and his Assigns, for Life, *sans Waste*; and from and after his Decease to the Use of the said Lady *Georgina Caroline Peachey* and her Assigns, for her Life, in Confirmation (with the other Estates therein described) of her said Jointure; and from and after the Decease of the said Sir *James Peachey* (now *James Lord Selfey*) to the Use of such Person and Persons, and for such Estates and Interests, and for such Ends, Intents, and Purposes, and subject to such Powers, Provisoos, and Limitations, and in such Manner and Form, either absolutely or conditionally, and with or without Power of Revocation, as the said *John Peachey* should, by any Deed or Deeds, to be executed in the Presence of Two or more credible Witnesses, or by his last Will and Testament in Writing, or any Writing purporting to be his last Will and Testament, to be by him signed, sealed, published, and declared, in the Presence of Three or more credible Witnesses, give, limit, direct, or appoint; and in Default thereof, and as to such Parts thereof whereof none should be made, and subject thereto, to the Use of the said *John Peachey* for Life, *sans Waste*; with Remainder to the said *William Wyndham* and *John Wyndham Bowyer*, and their Heirs, to preserve contingent Remainders; with Remainder to the First and other Sons of the Body of the said *John Peachey*, successively in Tail Male; with Remainder to the right Heirs of the said Sir *James Peachey*, (now *Lord Selfey*): And whereas by Indentures of Lease and Release, bearing Date respectively the Ninth and Tenth Days of *August* One thousand seven hundred and seventy-three, the Release being of Three Parts, and made between the said *James Lord Selfey* (by his then Name and Addition of Sir *James Peachey* Baronet) and the said Lady *Georgina Caroline Peachey* his Wife, of the First Part; the said *John Peachey* (his only Son) of the Second Part; and *Richard Wardroper* Gentleman, and the said *Thomas Middleton*, of the Third Part: After reciting the said Will of the said *Bulstrode Peachey Knight*, deceased, and the said Deed Poll of the Eleventh Day of *April* One thousand seven hundred and seventy-one: And also reciting, that the said *Georgina Caroline Peachey* had agreed to give up her Estate for Life in the said Messuages and Hereditaments limited to her by the said Deed Poll, and to join with the said Sir *James Peachey* and *John Peachey* in conveying the same as they should think proper, on their agreeing to grant and secure a yearly Rent Charge of Nine hundred Pounds to her and her Assigns for her Life, in lieu thereof, and to charge the same in the Manner therein mentioned: It is witnessed, that in pursuance of such Agreement, and for the Considerations therein mentioned, the said Sir *James Peachey* (now *James Lord Selfey*) and *John Peachey* (by virtue of the said in Part recited Indenture of the Twelfth Day of *June* One thousand seven hundred and seventy-one) did direct, limit, and appoint unto the said Lady *Georgina Caroline Peachey* and her Assigns, One annual

9th and 10th
August 1773,
Settlement
upon Lady
Selfey.

annual Sum or yearly Rent Charge of Three hundred Pounds, to be issuing and payable out of certain Freehold Tythes, Messuages, and Hereditaments therein particularly described, to have and receive the same (in Part of the said yearly Rent Charge of Nine hundred Pounds) so to be secured as aforesaid unto the said Lady *Georgina Caroline Peachey* and her Assigns, from and immediately after the Death of the said Sir *James Peachey* (now *James Lord Selfey*) for her Life, to be paid by equal Quarterly Payments on the Days therein mentioned clear of all Taxes and Deductions whatsoever, and with Powers of Distress and Entry for Recovery of the same when in Arrear as therein mentioned: And after reciting, that by a certain Indenture of Lease, bearing Date the Twenty-third Day of *June* One thousand seven hundred and seventy-two, the Lord Bishop of *Bristol* (Dean of the Cathedral of *Saint Paul, London*) and the Chapter thereof, did, for the Considerations therein mentioned, demise and grant all that the Rectory and Parsonage of *Hemel Hempstead*, in the County of *Hertford* with other Hereditaments therein particularly described, to hold the same, with the Appurtenances, unto the said Sir *James Peachey* (now *James Lord Selfey*) his Heirs and Assigns, for the natural Lives of the said Sir *James Peachey*, *John Peachey*, and Dame *Elizabeth Peachey*, and of the longer Liver of them, under the Rent of Thirty-two Pounds: And also reciting, that by two Indentures of Lease, bearing Date respectively the Second Day of *May* One thousand seven hundred and seventy-two, the Dean and Chapter of *Chichester* did demise and grant unto the said Sir *James Peachey* (now *James Lord Selfey*) all those the several Rectories or Parsonages, and Chapelries of *West Dean*, *Chilgrove*, *Binderton*, *Singleton*, and *Didling*, situate in the said County of *Suffex*, and also (amongst other Premises therein described) all that Messuage or Tenement called *Canon House*, with the Outhouses, Barns, Stables, Gardens, Orchards, Gate Rooms, and several Parcels of Arable and Pasture Land, and Two little Coppices, containing by Estimation Forty-three Acres One Rood and One Perch, in the Parish of *West Dean* aforesaid, (being the same Leasehold Premises as were comprised in the said Will of the said *Bulstrode Peachey Knight*, deceased) to hold the same, with the Appurtenances, unto the said Sir *James Peachey* (now *Lord Selfey*), his Executors, Administrators, or Assigns, from *Lady Day* then last past, unto the End and Term of Twenty-one Years from thence next ensuing, under the yearly Rents and Covenants therein reserved and contained: And further reciting, that the said Sir *James Peachey* was, under the Will of the said *Bulstrode Peachey Knight*, entitled to the Premises demised by the said Leases for his Life, and the said *John Peachey* to an absolute-Interest therein, immediately expectant on his the said Sir *James Peachey*'s (now *James Lord Selfey*'s) Death, and that they had agreed to convey and assign the same last-mentioned Premises unto the said *Richard Wardroper* and *Thomas Middleton*, in Trust, to secure to the said Lady *Georgina Caroline Peachey* in case she should survive the said Sir *James Peachey*, out of the Rents and Profits thereof, the further yearly Rent Charge of Six hundred Pounds, to make up, with the said yearly Rent Charge of Three hundred Pounds therein-before secured, the yearly Rent Charge of Nine hundred Pounds, so agreed to be secured to her as aforesaid: It was further witnessed, that in further pursuance of the said Proposal and Agreement, and for carrying the same into Execution, and for other the Considerations therein mentioned, the said Sir *James Peachey* (now *James Lord Selfey*) and *John Peachey*, did grant, release, and confirm unto the said *Richard Wardroper* and *Thomas Middleton*,

Middleton, and their Heirs, the said Rectory or Parsonage of *Hamel Hempstead*, and all and singular the Lands, Tythes, Tenements, Hereditaments, and Premises, demised by the said Dean and Chapter of *Saint Paul, London*, to the said Sir *James Peachey* (now *James Lord Selsey*), by the Indenture of Lease of the Twenty-third Day of *June* One thousand seven hundred and seventy-two, to hold the same unto the said *Richard Wardroper* and *Thomas Middleton*, their Heirs and Assigns, during the Lives of the said Sir *James Peachey* (now *James Lord Selsey*), *John Peachey*, and Dame *Elizabeth Peachey*, and the Life of the longest Liver of them, upon the Trusts therein-mentioned: And it was thereby further witnessed, that for the Considerations aforesaid, they the said Sir *James Peachey* and *John Peachey* did bargain, sell, and assign unto the said *Richard Wardroper* and *Thomas Middleton*, all those the several Rectories or Parsonages and Chapelries of *West Dean, Chilgrove, Binderton, Singleton*, and *Didling*, and also all the Rectory or Parsonage of *Stoughton*, and all and singular the Messuages, Tythes, Lands, and Premises demised by the Dean and Chapter of the Church of *Chichester* to the said Sir *James Peachey* (now *James Lord Selsey*) by the said Two Indentures of the Second Day of *May* One thousand seven hundred and seventy-two, to hold the same unto the said *Richard Wardroper* and *Thomas Middleton*, their Executors, Administrators, and Assigns, for and during all the Residue and Remainder of the said Term of Twenty-one Years, subject to the Rents and Covenants in the same Indentures of Lease contained: And it was thereby declared and agreed, that the said Rectories, Parsonages, Lands, Tythes, and Hereditaments, were respectively granted, conveyed, and assigned to the said *Richard Wardroper* and *Thomas Middleton* as aforesaid, upon the Trusts and for the Purposes following; (that is to say), upon Trust for the said Sir *James Peachey* (now *Lord Selsey*) for his natural Life, and from and after his Decease, in case the said Lady *Georgina Caroline Peachey* his Wife should survive him, upon further Trust that they the said Trustees, or the Survivor of them, his Executors, Administrators, and Assigns, should, by the Ways and Means therein mentioned, raise and pay unto the said Lady *Georgina Caroline Peachey* and her Assigns, during her Life, One Annuity, or yearly Rent Charge of Six hundred Pounds, on the Days and Times therein-before appointed for Payment of the said yearly Rent Charge of Three hundred Pounds, by equal Portions, clear of all Taxes or Deductions whatsoever, and subject thereto, upon Trust, for the said *John Peachey* and his Assigns, during her Life; and from and after her Decease, after Payment thereof and all Arrears thereof, in the mean Time then upon Trust that they the said *Richard Wardroper* and *Thomas Middleton*, their Heirs, Executors, and Administrators, should convey the same last-mentioned Premises unto the said *John Peachey*, or to such other Person or Persons as he or they should direct or appoint; and it was thereby declared and agreed between the said Parties, that the said yearly Rent Charge of Six hundred Pounds, together with the said yearly Rent Charge of Three hundred Pounds, should be accepted and taken, and the said Lady *Georgina Caroline Peachey* did thereby consent and agree to accept and take the same, in lieu and full Satisfaction for her Estate for Life, so limited to her in the Premises in the said Counties of *Sussex* and *Surrey*, in and by the Deed Poll herein-before mentioned, but nevertheless, without Prejudice to any other Provision already made or intended to be made by the said Sir *James Peachey* (now *James Lord Selsey*) for her Benefit; and the said Sir *James Peachey* (now *James Lord Selsey*) did thereby covenant that he would during his Life as often as the same should

should require, procure the said first recited Indenture of Lease to be renewed at his own Costs and Charges, and should pay all the Fines and Expences attending such Renewal, and should, Once in every Seven Years, at his own Charges, obtain One or more Leases of the Premises demised by the said Church of *Chichester*, for the Term of Twenty-one Years, at the same reserved Rents, which said several new Lease or Leases should be respectively conveyed and assigned to the said Trustees, their Heirs, Executors, Administrators, and Assigns, upon such and the same Trusts, and for such and the same Intents and Purposes therein before mentioned, concerning the same; and the said *John Peachey* thereby also covenanted to procure such Renewals, and make such Assignments of the said Leases, during the Life of the said *Lady Georgina Caroline Peachey*, in case she survived the said *Sir James Peachey* (now *James Lord Selsey*) and such Provision in and by the said Indenture made, for the Purpose of better securing the said yearly Rent Charge of Six hundred Pounds, as is therein particularly mentioned: And whereas by virtue of an Indenture, bearing Date the Thirteenth Day of *January* One thousand seven hundred and seventy-four, and made between the said *Sir James Peachey* (now *Lord Selsey*) and *Lady Georgina Caroline Peachey* his Wife, of the First Part; the said *John Peachey* his Son, of the Second Part; and the said *Thomas Middleton*, since deceased, of the Third Part; and of a Fine *sur concesserunt*, duly levied by the said *Sir James Peachey* and *Lady Georgina Caroline* his Wife, in or as of *Hilary* Term, in the Fourteenth Year of the Reign of His present Majesty, all and every the Manors, Messuages, Lands, and Hereditaments, which, in and by the said Deed Poll of the Eleventh Day of *April* One thousand seven hundred and seventy-one, were limited and appointed to the said *Lady Georgina Caroline Peachey*, after the Decease of the said *James Lord Selsey*, for her Jointure, in case she should survive him, were and are freed, released, and discharged from the Life Estate of the said *Lady Georgina Caroline Peachey* therein: And whereas by Indenture bearing Date the Second Day of *May* One thousand seven hundred and ninety-three, and made between the said Dean and Chapter of *Chichester*, of the One Part, and the said *James Lord Selsey* (by his then Name and Addition of *Sir James Peachey* Baronet), of the other Part, in consideration of the Surrender of a former Lease, and for other the Considerations therein mentioned, all those the several Rectories, or Parsonages, and Chapelries of *West Dean*, *Chilgrove*, *Binderton*, *Singleton*, and *Didling* aforesaid; and also all that the said Messuage or Tenement called *Canon House*, with the Outhouses, Barns, Stables, Gardens, Orchards, Gate Rooms, and several Parcels of Arable and Pasture Lands, and certain Tythes and other Premises therein particularly described, (being Part of the same Leasehold Premises as were devised by the Will of the said *Bulstrode Peachey Knight*, deceased), were demised and granted to the said *Sir James Peachey* (now *James Lord Selsey*), his Executors, Administrators, and Assigns, from the Feast of the Annunciation of the Blessed Virgin *Mary* then last past, for the Term of Twenty-one Years, subject to such Trusts, Intents, and Purposes, as were declared, limited, and appointed in and by the said Will of the said *Bulstrode Peachey Knight*, deceased, and subject also to the Rent thereby reserved, and to the several Covenants therein contained, on the Tenants or Lessees Part to be paid, done, and performed: And whereas the said last-mentioned Demise and Grant of the said Leasehold Premises by the said Dean and Chapter,

By Indenture of Release and Fine, 13 January 1774, certain Estates were discharged from *Lady Selsey's* Jointure.

2d May 1793, Lease from the Dean and Chapter of *Chichester* to *Lord Selsey* of *Canon House*, etc.:

Which Lease was made to *Lord Selsey* by the Consent of his Son.

Lord *Selsey's*
settled Estates
lie round
Canon House:

Which is pro-
per to be made
the permanent
Residence of
his Family.

Which is pro-
per to be made
the permanent
Residence of
his Family.

An Exchange
proposed be-
tween Canon
House and
Preston Farm,
Part of Lord
Selsey's settled
Estates:

Which would
be advantage-
ous to all Par-
ties.

Chapter, to and in the Name of the said Sir *James Peachey* (now *James Lord Selsey*) was made with the Consent of the said *John Peachey* his only Son: And whereas the said Manor of *West Dean*, and other the Freehold settled Estates in the County of *Suffex*, of which the said *James Lord Selsey* is in Possession as Tenant for Life as aforesaid, are of a considerable annual Value, and lie immediately round or very contiguous to the said Leasehold Messuage called *Canon House*, which, with the Offices, Outbuildings, Gardens, and Pleasure Grounds thereto belonging, contain altogether about Seven Acres more or less: And whereas the said *James Lord Selsey*, since he has been in the Possession of the said Freehold and Leasehold Estates, has made the said Messuage, called *Canon House*, his chief Residence, and has already expended considerable Sums of Money in the Repair and Improvement thereof; and although the same is an ancient Building, and some Parts of it require to be thoroughly repaired; and other Parts thereof to be taken down and rebuilt (being at this Time supported by Props) the said *James Lord Selsey* would be induced to lay out a further Sum of Money in such Repairs, and in making Additions to, and lasting Improvements of the same; with a View to its becoming the permanent Mansion and Residence of his Family, if the same were Freehold Property, and could be so settled and limited as to accompany the said Manor of *West Dean*, and the other Freehold settled Estates aforesaid: And whereas the said Leasehold Messuage, Offices, Outbuildings, Gardens, and Pleasure Grounds, (containing together about Seven Acres more or less); are estimated to be now worth, under all Circumstances, the clear annual Sum of Seventy-eight Pounds; and the said Dean and Chapter of *Chichester* are willing, at the Request of the said *James Lord Selsey* and *John Peachey*, to exchange the same for a Freehold Messuage or Tenement called *Preston Farm House*, together with the Barns, Stables, and Outbuildings thereunto belonging, and certain Pieces or Parcels of Freehold Land (Part of the said Farm called *Preston Farm*) containing altogether Eighty-two Acres Two Roods and Twenty-two Perches, which are now estimated to be worth the clear annual Sum of Ninety Pounds Sixteen Shillings and Eight-pence, (and which the said *James Lord Selsey* and *John Peachey* have proposed as an Equivalent), and the said Dean and Chapter are also willing to accept and take a Surrender of the said recited Lease of the Second Day of *May* One thousand seven hundred and ninety-three, from the said *James Lord Selsey*, and to grant a Lease of the said Messuage, Lands, and Hereditaments, so proposed to be given in Exchange, as well as of all the other Premises which, in case such Exchange should take place, will be then held under the said Lease, at the same Rent, and for the same Term of Years, as are now to come and unexpired, and under the same Covenants, and upon the same Conditions in all Respects, as are expressed and contained in the said recited Indenture of the Second Day of *May* One thousand seven hundred and ninety-three, with respect to the said Premises therein comprised; and although such Exchange would be greatly for the Benefit and Accommodation of the said *James Lord Selsey* and *John Peachey*, and the several Persons who are or may be interested in Remainder in the said settled Freehold and Leasehold Estates, and greatly enhance the Value of both Estates when held by the same Tenure, as well as be a considerable and lasting Improvement to the Estate of the said Dean and Chapter and their Successors, and the Security for the Jointure of the said Lady *Georgina Caroline Peachey*, so far

far as the same would become secured upon the said Premises taken in Exchange, and afterwards demised by the said Dean and Chapter, would be greatly improved: Yet the same cannot be established and rendered effectual, without the Aid and Authority of Parliament: May it therefore please Your most Excellent Majesty (at the humble Petition and Request of Your Majesty's most dutiful and loyal Subjects, the said Dean and Chapter of the Cathedral Church of the *Holy Trinity* of *Chichester*; *James Lord Selsey*, *Lady Georgina Caroline Selsey* his Wife, and *John Peachey*) 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 after the passing of this Act, all that Capital Messuage or Tenement called *Canon House*, with the Outhouses, Barns, Stables, Edifices, Buildings, and Pleasure Grounds thereunto belonging or enjoyed therewith, containing, (with the Scite whereon the said Messuage or Tenement, and the Outhouses, Barns, Stables, and other Buildings, do stand), in all, by Estimation, Seven Acres more or less, situate, lying, and being in the Parish of *West Dean* aforesaid, (being a Part of the Premises comprised in and demised by the said Indenture of the Second Day of *May* One thousand seven hundred and ninety-three), and in the First Schedule hereunto annexed more particularly described, or by whatsoever other Name or Names the same or any Part thereof are or is now called, known, held, occupied, or enjoyed, or at any Time heretofore have been called, known, held, occupied, or enjoyed, by the said *Bulstrode Peachey Knight*, or any Person or Persons claiming under him or any of his Ancestors, or by his, their, or any of their Undertenants or Assigns, under and by virtue of any Lease or Leases thereof heretofore granted, and from Time to Time renewed by the said Dean and Chapter; and all Ways, Paths, Passages, Rights, Privileges, Immunities, Advantages, and Appurtenances to the said Capital Messuage or Tenement, Outhouses, Barns, Stables, Buildings, Land, and Premises belonging or appertaining; and the Reversion and Reversions, Remainder and Remainders, yearly and other Rents, Issues, and Profits, of all and singular the said Messuage or Tenement, Lands, and Hereditaments, and every Part thereof; and all the Estate, Right, Title, Interest, Inheritance, Use, Trust, Property, Benefit, Claim, and Demand whatsoever, of them the said Dean and Chapter, of, in, and to the same, and every Part thereof, shall be settled upon and vested in, and the same are hereby settled upon and vested in *Arthur Anstey* of *Lincoln's Inn*, in the County of *Middlesex*, Esquire, and *Henry Hodgson* of *Palace Yard, Westminster*, Esquire, and their Heirs, and be held and enjoyed, freed, exonerated, and absolutely discharged of and from the said recited Lease of the said Second Day of *May* One thousand seven hundred and ninety-three, granted by the said Dean and Chapter to the said *James Lord Selsey* as aforesaid, so far as the said Lease affects the same or any Part thereof; and of and from all Right, Title, Interest, Trust, Property, Possession, Usage, Prescription, Custom, Claim, and Demand whatsoever, both at Law and in Equity, of the said Dean and Chapter of the Cathedral Church of the *Holy Trinity* of *Chichester* aforesaid, and their Successors, Deans and Chapters of the same Church as aforesaid, for ever, in Exchange for the Messuage or Tenement, Lands and Hereditaments, hereby vested in the said Dean and Chapter, and their Successors, as is herein-after mentioned, but subject nevertheless to the several Uses, Trusts, Intents, and

Canon House
and other
Leaseholds,
situate at *West*
Dean, vested
in Trustees.

Purposes, and under and subject to the several Powers, Provisoos, Declarations, and Agreements, in and by this Act expressly, or by Reference, enacted or declared of and concerning the same.

Upon the
Trusts of the
Settlement of
12th June,
1773.

II. And it is hereby further enacted and declared, That the said *Arthur Anstey* and *Henry Hodgson*, and their Heirs, shall stand and be seised of the said Messuage or Tenement, Lands, and all and singular other the Hereditaments by this Act vested in them as aforesaid, or intended so to be, with their and every of their Rights, Members, and Appurtenances, to the several Uses, upon and for the several Trusts, Ends, Intents, and Purposes, and with, under, and subject to the several Powers, Provisoos, Declarations, and Agreements herein-after expressed, and by Reference declared concerning the same; (that is to say), to the Use of such Person or Persons, and for such Estate and Estates, and Interests, and for such Ends, Intents, and Purposes, and subject to such Charges, Powers, Provisoos, and Limitations, and in such Manner, either absolutely or conditionally, and with or without Power of Revocation, as they the said *James Lord Selsey* and *John Peachey* shall, by any Deed or Deeds, Writing or Writings, to be by them jointly signed, sealed, and delivered, in the Presence of Two or more credible Witnesses, jointly direct or appoint; and in Default of such Direction, Limitation, or Appointment, or in case any such shall be made, then when and so soon as the Estates and Interests, thereby limited or appointed, shall respectively end and determine; and as to such Parts thereof whereof no such joint Direction, Limitation, or Appointment shall be made, and in the mean Time subject thereto to the Use of the said *James Lord Selsey*, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste; and from and after the Decease of the said *James Lord Selsey*, to the Use of such Person and Persons, and for such Estates and Interests, and for such Ends, Intents, and Purposes, and subject to such Powers, Provisoos, and Limitations, and in such Manner and Form, either absolutely or conditionally, and with or without Power of Revocation, as the said *John Peachey* shall, by any Deed or Deeds to be by him executed, in the Presence of Two or more credible Witnesses, or by his last Will and Testament in Writing, or any Codicil or Codicils thereto, or any Writing purporting to be or in the Nature of his last Will and Testament, or Codicil or Codicils thereto, to be by him respectively signed, sealed, published, and declared, in the Presence of Three or more credible Witnesses; give, limit, direct, or appoint; and in Default of such Gift, Limitation, Direction, or Appointment, or in case any such shall be made, then when and so soon as the Estates and Interests, thereby limited or appointed, shall respectively end and determine; and as to such Part or Parts thereof whereof no such Gift, Limitation, Direction, or Appointment shall be made, then to such Uses, upon and for such Trusts, and to and for such Ends, Intents, and Purposes, and with, under, and subject to such Limitations, Powers, Provisoos, Declarations, and Agreements, as the said Manor or reputed Manor of *West Dean* aforesaid shall, by virtue of the said herein-before in Part recited Indenture of the Twelfth Day of *June* One thousand seven hundred and seventy-three, then stand, or be settled, limited, or liable to, or as may be then existing undetermined or capable of taking Effect, or being carried into Execution, and to and for no other Use, Intent, or Purpose.

III. And

III. And be it further enacted, That, from and after the passing of this Act, all that the said Messuage or Tenement, called or known by the Name of *Preston Farm House*, with the Barns, Stables, and Outbuildings thereunto belonging; and also all those the several Fields, Closes, or Parcels, of Arable, Meadow, and Pasture Land, thereunto belonging or therewith occupied, as Parcel of the said Farm called *Preston Farm*, containing altogether Eighty-two Acres Two Roods and Twenty-two Perches (more or less), and now in the Tenure or Occupation of *Sarah Peachey* and *Jane Peachey*, or One of them, their or One of their Undertenants or Assigns, as Tenants of the said *James Lord Selsey*, and in the Second Schedule hereunto annexed more particularly described, and situate, lying, and being in the Parishes of *West Dean* and *Binderton* aforesaid, or one of them, in the said County of *Suffex*, (and which are estimated to be of the clear yearly Value of Ninety Pounds Sixteen Shillings and Eightpence); together with all Houses, Outhouses, Edifices, Buildings, Barns, Stables, Courts, Yards, Gardens, Orchards, Ways, Paths, Passages, Meadows, Closes, Pastures, Lands, Tenements, and Hereditaments to the said Messuage, Land, and Premises, belonging or appertaining, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits, of all and singular the said Premises; and all the Estate, Right, Title, Interest, Inheritance, Use, Trust, Property, Benefit, Claim, and Demand, whatsoever, of them, the said *James Lord Selsey* and *John Peachey*, and each of them, in and to the same, shall be settled upon and vested in, and the same are hereby settled upon and vested in the said Dean and Chapter and their Successors, Deans and Chapter of the said Cathedral Church of the *Holy Trinity* of *Chichester* aforesaid, and shall and may, from Time to Time and at all Times from henceforth for ever, be held and enjoyed by the said Dean and Chapter of the said Cathedral Church of the *Holy Trinity* of *Chichester*, and their Successors, in Right of the same Cathedral Church, and as Part of their Lands, Hereditaments, and Estates, for ever, in Exchange for the said Messuage or Tenement called *Canon House*, and other the Hereditaments hereby vested in the said *Arthur Anstey* and *Henry Hodgson*, and their Heirs as aforesaid, for ever freed and discharged, and absolutely acquitted, exempted, and exonerated of and from all and every the Uses, Estates, Trusts, Powers, Provisoos, Conditions, and Declarations, in and by the said recited Will of the said *Bulstrode Peachey Knight*, deceased, limited, expressed, and declared of and concerning the same, or the said Deed Poll of the Eleventh Day of *April* One thousand seven hundred and seventy-one, and the said several in Part recited Indentures of the Eleventh and Twelfth Days of *June* One thousand seven hundred and seventy-three, and Ninth and Tenth Days of *August* One thousand seven hundred and seventy-three respectively, or any or either of them.

Preston Farm vested in the Dean and Chapter of *Chichester*, in Exchange for *Canon House*, &c.

IV. Provided also, and be it further enacted, That within Six Calendar Months next after the passing of this Act, they the said Dean and Chapter and their Successors shall and may, and they are hereby authorized and required, at the proper Costs and Charges of the said *James Lord Selsey*, his Executors or Administrators, and at the Request of the said *James Lord Selsey* and *John Peachey*, or the Person or Persons who for the Time being would have been entitled to a beneficial Interest in the Premises comprised in the said Lease of the Second Day of *May* One thousand seven hundred and ninety-three, in case this Act had not been passed, by

Indenture

The Dean and Chapter are to grant a Lease of *Preston Farm* to Trustees for Lord *Selsey* and his Family, upon the same Terms as he held *Canon House*, under the Lease of 2d *May*, 1793.

Indenture under their Common and Chapter Seal, to demise and grant the said Messuage or Tenement, called *Preston Farm House*, and all and singular the several Lands and Hereditaments situate in the Parishes of *West Dean* and *Binderton* aforesaid, and by this Act vested in the said Dean and Chapter, and their Successors, as aforesaid, together with the said Chapelries, and such, and so many of the Lands, Tythes, and Premises comprised in the said Indenture of the Second Day of *May* One thousand seven hundred and ninety-three, as are not hereby vested in the said *Arthur Anstey* and *Henry Hodgson*, and their Heirs as aforesaid, with their and every of their Appurtenances, unto the said *Arthur Anstey* and *Henry Hodgson*, their Executors, Administrators, and Assigns, for such Term or Number of Years, to be computed from the Execution of such Indenture of Lease as aforesaid; as together with so much of the said Term of Twenty-one Years, granted by the said Indenture of the Second Day of *May* One thousand seven hundred and ninety-three, as shall be then expired, shall make up the full Term of Twenty-one Years, at such and the same Rent, and under and subject to such and the same Covenants, Provisoos, Conditions, and Agreements, as is and are in and by the said Indenture of the Second Day of *May* One thousand seven hundred and ninety-three, reserved, expressed, and contained, with respect to the said Messuage or Dwelling House, called *Canon House*, and other the Premises by the said last-mentioned Indenture demised, other than and except so far as such Covenants, Provisoos, Conditions, or Agreements, may be rendered unnecessary or impossible to be performed, observed, or kept, in consequence of the passing of this Act.

The Trustees are to stand possessed of such Lease upon the Trusts existing under the Will of *Bulstrode Peachey Knight*;

and in the mean Time to be enjoyed accordingly.

V. And it is hereby further enacted, That immediately after the Lease or Demise hereby authorized and required to be made, shall be made and executed, the said *Arthur Anstey* and *Henry Hodgson*, their Executors, Administrators, and Assigns, shall stand and be possessed of all and singular the said Messuage or Tenement, Chapelries, Lands, Tythes, and other the Premises which shall be so granted and demised to them as last mentioned, upon Trust, for such Person and Persons as under and by virtue of the Limitations contained in the said Will of the said *Bulstrode Peachey Knight*, deceased, and of the Covenants and Agreements in and by the said herein-before in Part recited Indenture of the Tenth Day of *August* One thousand seven hundred and seventy-three, contained on the Part of the said *James Lord Selsey* and *John Peachey*, would have been then entitled to in the said Leasehold Premises therein mentioned or comprised, in case this present Act had not been made and passed; and in the mean Time, after the passing of this Act, and until such Lease or Demise shall be made, executed, and perfected as aforesaid, the yearly and other Rents, Issues, and Profits of the said Messuage or Tenement, called *Preston Farm House*, and the Lands and other the Premises hereby authorized and required to be leased and demised as aforesaid, with their and every of their Appurtenances, shall and may, for and during the Residue and Remainder of the said Term of Twenty-one Years, to be granted by such new Lease as aforesaid, be received, taken, and enjoyed by such Person or Persons as would have been entitled to have held or enjoyed the said Capital Messuage or Dwelling House, called *Canon House*, with the Houses, Outhouses, Gardens, and Pleasure Grounds, for the Remainder of such Term of Twenty-one Years under the said Indenture of the Second Day of *May* One thousand seven hundred and ninety-three, in case this Act had not been passed, subject

subject only to the Payment of the Rent, and Performance of the Covenants in and by that Indenture reserved and contained, for or in respect of the Whole of the Premises therein comprised.

VI. And be it further enacted by the Authority aforesaid, That it shall and may be lawful to and for the said Dean and Chapter, and their Successors for the Time being, from Time to Time to make and execute such Demises, Leases, and Grants of the said Messuage or Tenement called *Preston Farm House*, and the Lands and other the Premises by this Act vested in the said Dean and Chapter and their Successors, at and under such yearly Rent or Proportion of Rent, and with, under, and subject to such Covenants, Conditions, Provisoes, Powers, Privileges, Restrictions, and Agreements, and in such and the same Manner as they the said Dean and Chapter, or their Successors, could or might have made or executed, of or concerning, or in respect of the said Capital Messuage or Dwelling House, called *Canon House*, and other the said Leasehold Hereditaments comprised in the said recited Lease of the Second Day of *May* One thousand seven hundred and ninety-three, before the passing of this Act, or could or might have made and executed in case this Act had not been made.

Power for the Dean and Chapter to lease *Preston Farm* in the same Manner as *Canon House* was before leased by them.

VII. Provided nevertheless, and it is hereby further enacted and declared, That in case the said Dean and Chapter, or their Successors, shall at any Time hereafter be evicted from, or molested or interrupted in, the peaceable and quiet Possession and Enjoyment of the said Messuage or Tenement called *Preston Farm House*, and other the Lands and Hereditaments hereby vested in the said Dean and Chapter, and their Successors as aforesaid, by or through any Defect of Title of them the said *James Lord Selfey* and *John Peachey*, or either of them, or by any Person or Persons whomsoever claiming or to claim by, from, or under the said *James Lord Selfey* and *John Peachey*, or either of them, their or either of their Heirs, Executors, or Administrators, or by, from, or under the said *Bulstrode Peachey Knight*, deceased, or any other of the Ancestors of the said *James Lord Selfey* and *John Peachey*, then and in such Case it shall and may be lawful to and for the said Dean and Chapter, and their Successors, to re-enter into all and singular the said Capital Messuage or Dwelling House, with the Outhouses, Gardens, Pleasure Grounds, and other the Hereditaments hereby vested in the said *Arthur Anstey* and *Henry Hodgson*, and their Heirs as aforesaid, and the same to have again, re-posses, and enjoy, as in their former Estate, without any Suit, Trouble, Interruption, or Disturbance, of the said *James Lord Selfey* and *John Peachey*, their Heirs and Assigns, or of, from, or by any other Person or Persons claiming or to claim by, from, or under them, or the said *Bulstrode Peachey Knight*, or any other of the Ancestors of the said *James Lord Selfey* and *John Peachey*, subject only to such Covenants, Stipulations, and Agreements, as shall be then in being with respect to the said Messuage or Tenement, called *Preston Farm House*, and other the Lands and Hereditaments hereby vested in the said Dean and Chapter and their Successors, as aforesaid.

Power for the Dean and Chapter to re-enter on *Canon House*, if evicted of *Preston Farm*.

VIII. 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 Heirs, Successors, Executors, and

General Saving.

[*Loc. & Per.*]

16 X—Y

and

and Administrators, (other than and except the said Dean and Chapter and their Successors, Deans and Chapter of the said Cathedral Church of the *Holy Trinity*, of *Chichester*, and other than and except the said *James Lord Selfey*, *Lady Georgina Caroline Selfey* his Wife, and *John Peachey*, and the Heirs Male of his Body, and the right Heirs of the said *James Lord Selfey*, and also the Executors and Administrators of the said *John Peachey*, and all and every other Person and Persons, and his, her, and their Heirs, Executors, and Administrators, claiming or to claim any Estate, Use, Trust, Interest, Term of Years, Benefit, or Advantage, by virtue of or under any of the Limitations or Trusts contained in the said recited Will of the said *Bulstrode Peachey Knight*, deceased, or the said Deed Poll of the Eleventh Day of *April* One thousand seven hundred and seventy-one, and the said several Indentures of the Eleventh and Twelfth Days of *June* One thousand seven hundred and seventy-three, and Ninth and Tenth Days of *August* One thousand seven hundred and seventy-three, or any or either of them), all such Estate, Right, Title, Interest, Claims, and Demands, of, in, to, or out of the said Messuages or Tenements, Lands, Hereditaments, and Premises, settled, vested, or affected by this Act, as they, every, or any of them had before the passing of this Act, or could or might have held and enjoyed in case this Act had not been made.

Publick Act.

IX. And be it further enacted, That this Act shall be taken and allowed in all Courts of Judicature as a Publick Act, and all Judges, Justices, and others, are hereby required to take Notice thereof as such, without the same being specially pleaded.

The

The SCHEDULE to which the foregoing Act refers, intituled,

THE FIRST SCHEDULE.

THE Capital Messuage or Tenement, called <i>Canon House</i> , with the Outhouses, Barns, Stables, Edifices, and Buildings thereunto belonging, or enjoyed therewith, or the Scite thereof, containing in all	}	A. R. P. 1 3 34
The Pleasure Grounds, formerly consisting of or known as Three small Pieces of Land, One of them comprising the Garden, Courts, Walks, and Gate Rooms, containing altogether One Acre Two Roods and Eighteen Perches, more or less, another, called <i>The Orchard</i> , containing Two Acres Two Roods and Two Perches, more or less, and the remaining Piece, called <i>The Gaffon</i> , containing One Acre Three Roods and Twenty-six Perches, in all	}	5 0 6
Total Acres	—	<hr style="width: 100%;"/> 7 0 0 <hr style="width: 100%;"/>

Of the clear yearly Value altogether of Seventy-eight Pounds.

JOHN WILSON.

The

The SCHEDULE to which the foregoing Act refers, intituled,

THE SECOND SCHEDULE.

	A.	R.	P.
A FARM House, called <i>Preston Farm House</i> , with Two Barns, Stables, and other Buildings; a Piece of Arable Land, called <i>The Thirteen Acres</i> , containing by Admeasurement	9	0	12
Another Piece, called <i>The Fourteen Acres</i> , containing, as before	10	0	10
Another Piece of Arable Land, called <i>Twelve Acres</i> , containing, as before	9	0	28
Another Piece, called <i>The Sixteen Acres</i> , containing, as before	11	0	6
A Piece of Meadow or Pasture Land, called <i>The Upper Gilbert</i> , containing, as before	4	1	8
Another Piece, called <i>The Orchard Gilbert</i> , containing, as before	4	0	5
Another Piece, called <i>The Lower Gilbert</i> , containing, as before	5	3	4
Another Piece or Parcel of Land, called <i>The Orchard and Garden</i> , containing by Estimation	0	3	0
A Croft, called <i>The Barn Croft</i> , containing, by Admeasurement	1	0	0
A Piece or Parcel of Meadow Land, called <i>The Twelve Acres</i> , containing, as before	10	2	10
A Piece of Arable Land, being Part of a certain Field or Close of Land, called <i>The Fourteen Acres</i> , and some Time separated and divided from the Remainder of the said Field or Close, called <i>The Fourteen Acres</i> , by a Hedge across the same, containing, as before	9	2	11
A Close of Arable Land, called <i>The Eleven Acres</i> , containing, as before	7	1	7
Total Acres	82	2	22
No Timber.			

Of the clear yearly Value altogether of Ninety Pounds Sixteen Shillings and Eight-pence.

W. HALSTEAD.

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