ANNO TRICESIMO NONO & QUADRAGESIMO

GEORGII III. REGIS.

****

Cap. 99.

An Act for vesting Part of the Estates devised by the Will of Sir *Richard Hotham* Knight, deceased, in Trustees, to be sold for Payment of Incumbrances, and for laying out the Surplus Monies in other Estates to be settled in lieu thereof, and to the same Uses. [30th *June* 1800.]

WHEREAS Sir *Richard Hotham*, late of *Wimbledon Grove* in the County of *Surry*, Knight, duly made and published his last Will and Testament in Writing, dated the Twenty-second Day of *May* One thousand seven hundred and ninety-seven, and thereby first directed that his Executors thereinafter named should pay all his just Debts and Funeral Expences as soon after his Death as they should be in Possession of Money so to do, by virtue of that his Will, and after giving several Legacies, the said Testator gave and devised all his Freehold and Copyhold Manors, Messuages, Lands, Tenements, and Hereditaments, (having surrendered such Part of them as was Copyhold to the Use of his Will), which are situate, lying, and being at *Bognor* and *Aldwick* in the several Parishes of *South Bersted*, *Felpham*, *Middleton*, and *Pagham*, in the County of *Sussex*, or in any other Parish or Place in the said County, and in the City of *Chichester*, in the same County,

Preamble.

22 *May* 1797. The Will of Sir *Richard Hotham*.

ty, with their Rights, Royalties, Members, and Appurtenances, unto the Honourable Sir *Beaumont Hotham* Knight, one of the Barons of His Majesty's Court of Exchequer, and his Heirs, to the Use of *William Hotham*, of the City of *York*, Esquire, *Ameziah Empson* therein described, and Mistress *Jane Cowan* therein-before named, for the Term of Two hundred Years, upon Trust for securing several Life Annuities, of which the following only are now existing; namely, One Annuity of Twenty Pounds to *Eleanor Pratt* of *Round Court* in the *Strand*; One Annuity of Twenty Pounds to *Charlotte Little*, of *Crutched Friars London*, Widow; and One Annuity of Forty Pounds to *Sarah Knott*, with Remainder to the Use of the said Testator's Great Nephew, *William Hotham* of *Bognor*, then *William Knott*, who then resided with the said Testator, and his Assigns, for his Life, without Impeachment of Waste; Remainder to Trustees during his Life, to preserve contingent Remainders; with Remainder to the First and other Sons of the said *William Hotham* of *Bognor* successively, in Tail General, with Remainder to the Daughters of the said *William Hotham* of *Bognor*, as Tenants in Common in Tail, with Cross Remainders between them and their Issue in like Manner in Tail, with Remainder to the Use of *Richard Empson*, the said Testator's Godson, and his Assigns for his Life without Impeachment of Waste; Remainder to Trustees, during his Life, to preserve contingent Remainders; with Remainder to his First and other Sons successively in Tail General, Remainder to the Use of the Daughters of the said *Richard Empson*, as Tenants in Common in Tail, with Cross Remainders between them and their Issue in like Manner in Tail General; with Remainder to the Use of *Beaumont Hotham*, the Son of Colonel *Beaumont Hotham*, in Fee Simple: And the said Testator thereby gave to the said *William Hotham* of *York*, *Ameziah Empson*, and *Jane Cowan*, their Executors, Administrators, and Assigns, his Leasehold Manor of *Aldwick*, and all and every his Leasehold Messuages, Lands, and Tenements, in the said several Parishes of *South Berstead*, *Felpham*, *Middleton*, and *Pagham*, or elsewhere, in the said County of *Sussex*, with their Rights, Members, and Appurtenances, in Trust for such Person and Persons, and for such Estate and Estates, Rights and Interests, and under and subject to such Powers, Provisoes, Restrictions, Remainders, and Limitations over, as are therein-before limited, expressed, and declared, of and concerning his said Freehold Estates therein-before devised, or as near thereto as might be, and the Nature of the said Leasehold Estates would admit of, to the End that the same Leasehold Premises might be held and enjoyed and go along with the said Real Estates and Premises, situate in the County of *Sussex*, as long as might be, and the Rules of Law and Equity would permit; and the said Testator thereby gave to the said Tenants for Life, when in Possession, certain Powers of leasing and jointuring and of charging with younger Children's Portions; and the said Testator thereby gave and devised his Mansion House at *Winbledon Grove* aforesaid, in the said County of *Surry*, with the Pleasure Grounds and the Lands and Appurtenances thereto belonging, unto the said *William Hotham* of *York*, *Ameziah Empson*, and *Jane Cowan*, in Fee Simple, upon Trust, as soon as might be convenient after his Decease to sell the same; and the said Testator directed that the clear Money to arise by such Sale should fall into, and become a Part of the general Residue of his said Estate, and be subject to his Debts, Legacies, and Funeral Expences, and the Surplus thereof

be invested, in Manner and for the Purposes therein-after directed; and the said Testator gave and bequeathed unto the said *William Hotham* of *York*, *Ameziah Empson*, and *Jane Cowan*, all the Rest, Residue and Remainder of his Goods, Chattels, Effects, and Personal Estate whatsoever, including the Money to arise by Sale of his said Real Estate, therein-before directed to be sold, upon Trust, that they his said Executors should, as soon as conveniently might be after his Decease, convert such Part of his said Personal Estate into Money, as should not then consist of Money, and should lay out and dispose of such Residue in Manner therein-after directed: And after reciting that he had lately erected and built, and was then erecting and building, divers Messuages and other Buildings, on Part of his said devised Freehold and Leasehold Estates at *Bognor*, in the Parishes aforesaid, in the said County of *Sussex*, forming a Town called *Bognor Rocks*, or *Hothamton*, for the Reception of Company, and which had lately become a Watering Place of considerable Resort, and that he was desirous that such Buildings should be continued on the Plan already begun, the said Testator did thereby empower his said Executors, and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, (after Payment of all his just Debts, the Legacies given by that his Will, and which he might thereafter give by any Codicil or Codicils thereto, his Funeral and Testamentary Expences, and all other Charges and Expences attending the Execution of that his Will), to lay out, if they should so think fit, all or any Part of the Residue of his Personal Estate, and of the Money to arise by Sale of his said Real Estate therein-before directed to be sold, in completing such Buildings at *Bognor* aforesaid, as should be unfinished at his Death, and also in erecting such additional Buildings there, on the then present Plan, as they, his said Executors, should in their Discretion think expedient: And his Will was, and he did thereby direct, that all such Buildings should stand settled in the same Manner as his said Estates in the County of *Sussex* therein-before devised were by that his Will limited and settled; and he did thereby direct that his said Trustees and Executors should, when and as convenient Opportunities might offer, lay out the Surplus of the Residue of his said Personal Estate, which should remain after completing such Buildings in Manner aforesaid, or the Whole of such Residue, if they should not expend any Part thereof on such Buildings in the Purchase of Real Estate in *England*, free from Incumbrances, and whereof not more than One-fourth Part should be Copyhold, and thereupon should convey, settle, and assure, all such Estates so to be purchased to the same Uses, upon the same Trusts, and under and subject to the same Powers, Provisoes, Restrictions, Remainders, and Limitations as are therein-before limited, expressed, and declared, of and concerning his said Estates in *Sussex*, therein-before devised and bequeathed respectively, or as near thereto as might be, and the Deaths of Parties and other Circumstances would admit of: Provided also, and he did thereby will and direct, That in case any Purchase should offer which should be deemed an eligible one by the said Trustees respectively, and the Residue and Remainder of his Personal Estate, including the Money to arise by Sale of his said Real Estate therein-before directed to be sold, after being so converted into Money as aforesaid, should be insufficient to complete such Purchase, then he willed and directed that it should and might be lawful to and for his said Trustees, or the Survivors or Survivor

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vivor of them, or his or her Heirs, to borrow and take up at Interest so much Money as would be sufficient to supply any such Deficiency, and to mortgage and charge such Real Estate so to be purchased with the Payment thereof, and of Interest for the same; and did thereby appoint the aforesaid *William Hotham* of *York*, *Ameziah Empson*, and *Jane Cowan*, his Executors, requesting them to consult with and take the Advice of the said *William Hotham* of *Bognor* on all Matters of Importance that might arise under his Will; and the said Testator's Will was, that if the said *Jane Cowan* should marry before the Trusts of that his Will should be fully performed, then and in such Case he directed that from thenceforth she should cease to be a Trustee and Executor of his Will, and from thenceforth he appointed the said *William Hotham* of *Bognor* to be a Trustee and Executor of that his Will in her Stead, jointly with his other Trustees and Executors; and in the said Will is contained a Power for appointing new Trustees in the Room of any dying, going abroad, or declining or becoming incapable to act in the Trusts thereby created: And whereas the said Testator made a Codicil to his said Will, dated the Tenth Day of *August* One thousand seven hundred and ninety-seven, whereby he gave a certain Legacy; and he the said Testator duly made and published a further Codicil to his said Will, which Codicil bears Date the Eighteenth Day of *February* One thousand seven hundred and ninety nine, and the said Testator thereby appointed the said *William Hotham* of *Bognor* to be one of his Executors in the Room of the said *Ameziah Empson* therein mentioned to be deceased; and the said Testator thereby revoked several Legacies given by his said Will, and he also gave several other Legacies; and after reciting that, since the making of his said Will, he had purchased of Doctor *William Heberden* and his Wife, late Miss *Miller*; one Moiety or Half Part undivided of and in the Manor or Lordship of *Aldwick*, with the Quit-Rents, Royalties, and Appurtenances thereto belonging, and of and in the Farm and Lands called *Aldwick Farm*, then in the Tenure or Occupation of Mr. *George Parham*, which had been conveyed to himself and his Heirs, the other Moiety or Half Part whereof he some Years since purchased of the Reverend *Combe Miller* Dean of *Chichester*, which last mentioned Moiety purchased of the said Dean of *Chichester* he had by his Will devised with his other Freehold and Copyhold Estates in the County of *Sussex*; but the said Devise, so far as related to the said Moiety or Half Part of the said Farm and Lands at *Aldwick* in the Occupation of the said *George Parham*, he by his said Codicil revoked and annulled, and the Whole of the said Farm and Lands, with the Buildings and Appurtenances belonging thereto, he thereby gave and devised unto and to the Use of the said *William Hotham* of *Bognor*, *William Hotham* of *York*, and *Jane Cowan*, their Heirs and Assigns, upon the same Trusts, and to and for the same Uses, Ends, Intents, and Purposes, as he had in and by his said Will mentioned, expressed, and declared, touching and concerning his Mansion House at *Wimbledon Grove* aforesaid, and the Lands and Ground thereto belonging; and the Moiety or Half Part of all the said Manor or Lordship of *Aldwick*, with the Quit-Rents, Rights, Royalties, and Appurtenances, purchased of the said Doctor *William Heberden* and his Wife, he thereby gave and devised to the said Sir *Beaumont Hotham* and his Heirs, to the several Uses, upon the several Trusts, and to and for the several Ends, Intents, and Purposes, in and by

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the ſaid Will expreſſed and declared, of and concerning his the Teſtator's Freehold and Copyhold Manors, Meſſuages, Lands, Tenements, and Hereditaments, in the ſaid County of *Suſſex*: And whereas the ſaid Teſtator duly made and publiſhed another Codicil to his ſaid Will, which Codicil bears Date the Sixth Day of *March* One thouſand ſeven hundred and ninety-nine, and the ſaid Teſtator thereby revoked ſeveral Legacies given by his ſaid Will; and after reciting that, by reaſon that the Houſes which he had erected at *Bognor* or *Hothamton* could not be let to Advantage unfurniſhed, it was his Will and Deſire, that the Houſehold Furniture of every Denomination, in or belonging to the ſaid Houſes at *Bognor* or *Hothamton*, might not be ſold or diſpoſed of, but that the ſame might remain in and go along with the ſaid Houſes as Heir Looms; and alſo reciting, that he had in and by his ſaid Will given and deviſed all his Freehold and Copyhold Manors, Meſſuages, Lands, Tenements, and Hereditaments in the County of *Suſſex*, unto the ſaid Sir *Beaumont Hotham* and his Heirs, to the Uſes, Truſts, Intents, and Purpoſes in and by his ſaid Will declared concerning the ſame, he by his ſaid now reciting Codicil revoked and annulled the ſaid Deviſe with reſpect to all that Meſſuage, Farm, and Lands called *Felpham Farm* in the Pariſh of *Felpham*, in the County of *Suſſex*, (except as to the ſeveral Pieces or Parcels of Land, Part of the ſaid *Felpham* Farm, called the *Peaſe Croft*, the *Dry Grounds*, *Penny Mead*, and *Ragleſs Mead*, containing together by Eſtimation Ninety-ſeven Acres and Twenty Perches or thereabouts); and he alſo revoked and annulled the ſaid Deviſe with reſpect to all that Farm called *Flanſham Farm*, with the Barn, Sheep-walk, Horſe and Beaſt Leazes, Hereditaments, and Appurtenances thereunto belonging, ſituate in the ſaid Pariſh of *Felpham* and County of *Suſſex*, then in the Occupation of *Henry Boniface*; and further he revoked and annulled the ſaid Deviſe with reſpect to all that Farm and Lands in the ſaid Pariſh of *Felpham*, with the Hereditaments and Appurtenances thereunto belonging, in the Occupation of *Thomas Stocker*; he alſo revoked and annulled the ſaid Deviſe with reſpect to all that Meſſuage or Tenement called the *Fox Inn*, with the Garden, Orchard, Hereditaments, and Appurtenances thereunto belonging, ſituate in the ſaid Pariſh of *Felpham*, and then in the Occupation of *George Grinder*; he alſo revoked and annulled the ſaid Deviſe with reſpect to all thoſe his Copyhold Meſſuages, Gardens, Orchards, Lands, Tenements, Hereditaments, and Premiſes, with the Appurtenances, in the Pariſh of *Berſtead*, in the ſaid County of *Suſſex*, then in the Occupation of *Robert Turner* and *John Ewin*; and he gave and deviſed the ſaid Meſſuages, Farms, Lands, and Premiſes whereof he had ſo revoked the Deviſes made by his ſaid Will as aforeſaid, unto and to the Uſe of the ſaid *William Hotham* of *York*, *William Hotham* of *Bognor*, and *Jane Cowan*, their Heirs and Aſſigns, upon the ſame Truſts and to and for the ſame Uſes, Ends, Intents, and Purpoſes, and with the ſame Powers, as he had in and by his ſaid Will mentioned, expreſſed, and declared, touching and concerning his Manſion Houſe at *Wimbledon Grove* in the County of *Surry*, and the Lands and Grounds thereunto belonging; and in caſe the Monies to be raiſed by the Sale of ſuch Parts of his Eſtate as he had by his ſaid Will and Codicils authorized and directed his ſaid Executors to ſell for Payment and Diſcharge of his Debts, and the Legacies by his ſaid Will and Codicils, or other Memorandum by him bequeathed, ſhould, with ſuch Part of his Perſonal Eſtate as he had

directed to be applied therein, be insufficient for those Purposes, then he authorized and empowered his said Executors the said *William Hotham* of *York*, *William Hotham* of *Bognor*, and *Jane Cowan*, and the Survivors and Survivor of them, and his or her Heirs or Assigns, to raise a Sum of Money sufficient to satisfy and discharge such remaining Debts, and to pay all the Legacies by him given as aforesaid, but no more, by Mortgage of the Whole or any Part of his Manors, Messuages, Lands, Tenements, Hereditaments, and Premises, with their Appurtenances, in the said County of *Sussex*: And whereas the said Sir *Richard Hotham* died in the Month of *March* One thousand seven hundred and ninety-nine, without revoking or altering his said Will, further than by his said Codicils, and the said *William Hotham* of *York*, *William Hotham* of *Bognor*, and *Jane Cowan*, proved the said Will and Codicils in the Prerogative Court of *Canterbury*: And whereas the said Sir *Richard Hotham* was at the Time of his Death indebted by Mortgage, and under a Decree of the Court of Exchequer, and by Bond and Simple Contract, to a very considerable Amount; and his said Trustees and Executors have in pursuance of the Trusts of his said Will and Codicils, called in and received a great Part of his Personal Estate not specifically bequeathed, and have sold and disposed of a considerable Part of the Real Estates by his said Will and Codicils devised to be sold as aforesaid, and have applied the clear Monies thence arising, and the clear Rents and Profits of his Real Estates accrued since his Death, come to their Hands, in, for, and towards discharging of the Mortgage and other Debts of the said Testator, and the Interest thereon: And whereas the said *William Hotham* of *Bognor*, *William Hotham* of *York*, and *Jane Cowan*, as Devisees in Trust, and Executors of the Will of the said Sir *Richard Hotham* deceased, have lately filed their Bill in the High Court of Chancery against the said *Richard Empson*, and *Beaumont Hotham*, the Infants, the said *Sarah Knott* Widow, the Heir at Law of the said Sir *Richard Hotham*, and an Annuitant under his Will, and the said *Eleanor Pratt* and *Charlotte Little*, two other of the Annuitants under the said Will, stating) among other Things) to the Effect herein-before recited, and also stating, that there was then due for Principal and Interest on the remaining Mortgage Debts of the said Testator, and on his Debts under the said Decree, and by Bond, the Sum of Nineteen thousand Pounds and upwards, and on Debts by Simple Contract the Sum of Four thousand Pounds and upwards, exclusive of divers Claims on the said Testator's Estate, to the Amount of Five thousand Pounds and upwards, Part whereof was under Litigation, and the Residue was of a disputable Nature, and that the Legacies given by his said Will and Codicils, and which, as well as his Debts by Specialty, were charged on his Real Estates, amounted to the Sum of Ten thousand Pounds and upwards; and praying that the Will and Codicils of the said Testator, Sir *Richard Hotham*, may be established by the Decree of that Court, and that the Trusts thereof may be directed to be performed and carried into Execution, and that an Account may be taken under the Direction of that Court of the Personal Estate and Effects of the said Testator, possessed, or received by, or by the Order, or for the Use of the Plaintiffs, distinguishing in such Account such Parts thereof as were specifically bequeathed, and which the Plaintiffs thereby submitted to come to; and also an Account of the said Testator's Debts, Legacies, and Funeral Expences, and that an Account may also be taken of the Produce, or

March 1799, Sir *Richard Hotham* died.

Sir *Richard Hotham*'s Incumbrances.

The Bill in Chancery lately filed by the Trustees.

Money

Money arisen by Sale of such Parts of the said Testator's Real Estates as had been sold, come to the Hands or Use of the Plaintiffs, or any of them, and also an Account of the Rents of the Real Estates of the said Testator accrued due since his Death, and received by the Plaintiffs, or any of them, and which they thereby submitted to account for; and that the remaining Debts and Legacies may be raised and paid by Sale or Mortgage of the said Testator's Real Estates remaining unsold, or a competent Part thereof, or in such other Manner as the Court shall direct: And whereas all the Defendants in the said Cause have put in their Answers to the said Bill: And whereas by a Decree or Decretal Order made in the said Cause on the Sixteenth Day of *May* One thousand eight hundred, it was declared that the Defendant *Sarah Knott*, the Heir at Law of the Testator Sir *Richard Hotham*, by her Answer, admitting the due Execution of the Testator's Will and Codicils, the same ought to be established, and the Trusts thereof performed and carried into Execution, and the same was decreed accordingly; and it was referred to the Master to take an Account of the said Testator's Personal Estate, come to the Hands of the Plaintiffs, his Executors, and Executrix, or any of them; and the Master was also to take an Account of the said Testator's Debts and Funeral Expences, and of the several Legacies bequeathed by his Will and Codicils, and compute Interest in the usual Manner; and he was also to enquire, whether any, and what Part of the Testator's Real Estates had been sold, or contracted to be sold by the Plaintiffs; and he was to take an Account of the Money arisen from such Sale, received by the Plaintiffs, the Trustees, and in case the Money produced by the Sale or Sales of such Parts of the said Testator's Real Estates, as had been then already sold, together with the said Testator's Personal Estate, not specifically bequeathed, and by him directed to be preserved, or the Produce thereof, should be insufficient for the Payment of the Testator's Debts and Legacies, then the Remainder of the said Testator's Real Estates, by his said Will and Codicils directed to be sold, was to be sold accordingly, and the Money arising by such Sale was to be applied in or towards Payment of such remaining Debts and Legacies; but in case the same should be insufficient for that Purpose, then the Master was to enquire and state to the Court, whether such Deficiency could be raised by Mortgage of the said Testator's Real Estates, pursuant to the Directions of the said Testator's Will and Codicils, and in case the Master should find that the same could be raised by Mortgage, the same was to be raised accordingly, and the Money to be raised by such Mortgage was to be applied in making good such Deficiency; but in case such Deficiency could not be raised by Mortgage, then the Court reserved the Consideration, how and in what Manner the same was to be raised and paid; and the Consideration of all further Directions, and of the Costs of the Suit, was also reserved until after the Master should have made his Report: And whereas the Part of the Real Estates devised to be sold as aforesaid, which remains unsold, hath been estimated to be worth to be sold, the Sum of Two thousand one hundred and eighty-three Pounds only: And whereas the Interest of the Debts of the said Testator so remaining undischarged as aforesaid, which carry Interest, amounts to Eight hundred Pounds and upwards; and the subsisting Annuities given by the said Testator amount to Eighty Pounds; and the Interest of the Legacies (all of which except One of Three hundred and fifteen Pounds) are payable at the End of

16th *May* 1800, Decree in the Cause.

The Value of the Estates devised for Sale remaining unsold.

Amount of Interest and Annuities.

of Two Years from the ſaid Teſtator's Death, will from that Period amount to Four hundred Pounds and upwards; and the Simple Contract Debts, with the ſaid Demands now in Litigation and Diſpute, and the Arrears of Intereſt now due on the ſaid Mortgage, and other Specialty Debts, amount together to the Sum of Ten thouſand ſix hundred Pounds and upwards; and if the ſame were to be raiſed by Mortgage at lawful Intereſt, ſuch Intereſt would amount to the yearly Sum of Five hundred and thirty Pounds and upwards: And whereas the clear Rents of the ſaid deviſed Eſtates remaining unſold (excluſive of Thirty Houſes at *Bognor* aforeſaid, which are ſeldom let for a longer Time than from Twelve to Sixteen Weeks in the Year, and that only during the Bathing Seaſon; and excluſive of a Chapel built by the ſaid Teſtator, called *Saint Alban*'s Chapel, which has produced no Income ſince the ſaid Teſtator's Death; and excluſive of ſeveral Workſhops, Coach Houſes, and Stables, which are now unlet), amount only to the yearly Sum of Seven hundred Pounds, or thereabouts; and the average nett Income of the ſaid Thirty Houſes, and of the ſaid Chapel, Workſhops, Coach Houſes, and Stables, for the laſt Three Years, hath amounted to the yearly Sum of Nine hundred and thirty Pounds, or thereabouts: And whereas the clear Income of the ſaid Thirty Houſes, and of the ſaid Chapel, Workſhops, Coach Houſes, and Stables, is very uncertain, it depending upon the Favourableneſs of the Seaſon; but the Charges for Superintendance and Management, and for Taxes, and for the Repairs, as well of the Houſes and other Buildings as of the Furniture, are conſtant and very heavy, and the Furniture neceſſary for the letting of the ſaid Houſes is liable to be taken in Execution by the remaining Creditors of the ſaid Teſtator, and if ſuch Furniture were to be ſold, it is apprehended that the Income to be derived from the ſaid Houſes would be very inconſiderable: And whereas under theſe Circumſtances the ſaid *William Hotham* of *Bognor*, *Sarah Empſon* the Aunt, and one of the Guardians of the ſaid *Richard Empſon*, an Infant, appointed by the Will of his Father, the aforeſaid *Ameziah Empſon*, deceaſed, *Philadelphia Hotham*, Widow, the Mother and natural Guardian of the ſaid *Beaumont Hotham* an Infant, and the ſaid *William Hotham* of *York*, and *Jane Cowan*, conceive it to be totally impracticable to continue the letting of the ſaid Thirty Houſes to Company reſorting to *Bognor* as a Watering Place, as ſeems to have been the Deſire or Wiſh of the ſaid Teſtator, and the Income of the ſaid *William Hotham* of *Bognor*, who is the firſt Tenant for Life intended to be benefited under the ſaid Will and Codicils, is rendered extremely precarious and uncertain, and if the ſaid Furniture were ſold, ſo as to prevent the letting of the ſaid Houſes, the ſaid *William Hotham* of *Bognor* would moſt probably, according to the preſent Appearance of his Affairs, be entirely without deriving any Benefit from the Bounty of the ſaid Teſtator: And whereas the ſaid *William Hotham* of *York*, *William Hotham* of *Bognor*, and *Jane Cowan*, are empowered by the ſaid Teſtator to raiſe the Monies wanted, for the Payment of his remaining Debts and Legacies, by Mortgage of the Whole, or any Part of his ſaid Eſtates remaining unſold; but no Power was given by the ſaid Will to raiſe ſuch Monies by Sale of the ſaid remaining Eſtates, except ſuch Part thereof as hath been eſtimated to be of the Value of Two thouſand one hundred and eighty-three Pounds only as aforeſaid; and the aforeſaid Decree in the ſaid Cauſe merely authorizes a Mortgage for raiſing the unpaid Debts and Legacies; nor can a good Title

The Amount of the Rents of the Property remaining unſold.

Reaſons for the Application to Parliament.

at Law be made to ſuch Eſtates, although a Decree were made in the aforeſaid Cauſe for the Sale thereof; but the ſaid *William Hotham* of *Bognor*, and the ſaid Guardians of the ſaid Infants, *Richard Empſon* and *Beaumont Hotham*, and alſo the ſaid *William Hotham* of *York*, and *Jane Cowan*, are well ſatisfied that it would be a very great Advantage to the ſaid *William Hotham* of *Bognor*, and all other the Claimants in Remainder, under the aforeſaid Will and Codicils, and are therefore deſirous that all the ſaid deviſed Eſtates in the County of *Suſſex* aforeſaid, which remain unſold, together, with the ſaid Furniture, directed to go as Heir-looms, ſhould be veſted in Truſtees, diſcharged from the Uſes and Truſts of the ſaid Will and Codicils, upon Truſt to be ſold, and that the clear Monies thence ariſing ſhould be applied under the Direction of the Court of Chancery, in ſatisfying and diſcharging the Incumbrances and Debts remaining unpaid as aforeſaid, and the aforeſaid Legacies; and that the Reſidue of ſuch Monies be laid out under the Direction of the ſaid Court of Chancery, in other Real Eſtates to be ſettled to the ſubſiſting Uſes of the ſaid Will and Codicils; but inaſmuch as by reaſon of the Limitations contained in the ſaid Will and Codicils, the ſaid Deſire of the ſaid Parties cannot be effected without the Aid and Authority of Parliament: Therefore Your Majeſty's moſt dutiful and loyal Subjects, the ſaid *William Hotham* of *Bognor*, *Sarah Empſon*, for and on Behalf of the ſaid *Richard Empſon* the Infant, the ſaid *Philadelphia Hotham*, for and on Behalf of the ſaid Infant *Beaumont Hotham*, and the ſaid *William Hotham* of *York*, and *Jane Cowan*, do moſt humbly beſeech Your Majeſty that it may be enacted; and be it enacted by the King's moſt Excellent Majeſty, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That all and ſingular the Freehold and Copyhold Manor, Meſſuages, Farms, Lands, Tenements, and Hereditaments, comprized in and deviſed by the ſaid Will and Codicils of the ſaid Sir *Richard Hotham*, deceaſed, and which are now remaining unſold, together with all Houſes, Outhouſes, Cottages, Edifices, Buildings, Barns, Stables, Yards, Gardens, Orchards, Meadows, Paſtures, Feedings, Leazes in the common Brooks, Moors, Waſtes, Commons, Common of Paſture, Woods, Underwoods, and the Ground and Soil thereof, Timber, and other Trees, Ways, Waters, Watercourſes, Courts, Courts Leet, Courts Baron, Perquiſites and Profits of Courts, Waifs, Eſtrays, Wrecks of the Sea, Rights, Royalties, Privileges, Eaſements, Profits, Commodities, Advantages, Emoluments, and Appurtenances, whatſoever, to the ſame Manor, Meſſuages, Farms, Lands, Tenements, Hereditaments, and Premiſes, or any of them, or any Part or Parcel thereof belonging, or in anywiſe appertaining, or accepted, reputed, deemed, taken, or known to be, as Part, Parcel, or Member thereof; all which Premiſes herein-before deſcribed are, together with the Leaſehold Premiſes of the ſaid Teſtator, ſpecified in the Firſt Schedule hereunder written, and ſuch Parts thereof as are not in Hand, are in the Occupation of the ſeveral Perſons, at the ſeveral yearly Rents mentioned 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 *William Hotham* of *Bognor*, *William Hotham* of *York*, and *Jane Cowan*, the preſent Truſtees of the ſaid Teſtator and their Heirs and Aſſigns, to the Uſe of them, the ſaid *William Hotham* of *Bognor*, *William Hotham* of

Enacts that the deviſed Eſtates remaining unſold be veſted in the Truſtees of Sir *Richard Hotham*'s Will.

York, and *Jane Cowan*, their Heirs and Assigns, 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 Will and Codicils respectively herein-before recited or mentioned, or any of them, other than and except the said several Annuities or yearly Rent Charges of Twenty Pounds, Twenty Pounds, and Forty Pounds, which are herein-after charged, on Part of the said devised Freehold Hereditaments solely; 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 *William Hotham* of *Bognor*, *William Hotham* of *York*, and *Jane Cowan*, or the Survivors or Survivor of them, or his or her Heirs, do and shall, of their, or his or her own proper Authority, sell and dispose of the said Manor, Messuages, Farms, Lands, Tenements, and Hereditaments, hereby vested and settled as aforesaid, either by publick Sale or private Contract, and 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 surrender, and assure the same Manor, Messuages, Farms, Lands, Tenements, and Hereditaments respectively, unto and to the Use of such Purchaser or Purchasers, and his, her, or their Heirs and Assigns, or to and for such Uses, Intents, and Purposes as he or they shall direct or appoint.

Upon Trust to be sold when a Decree of the Court of Chancery shall be made for that Purpose.

II. And be it further enacted, That all and singular the Messuages, Lands, and Tenements, late of the said Testator, Sir *Richard Hotham*, which were held by him, or by any Person or Persons in Trust for him at his Death, by Leases for Years, and also all and singular the Household Furniture of every Denomination, which was by the said recited Codicil of the Sixth Day of *March* One thousand seven hundred and ninety-nine, directed to remain and go along with the said Houses at *Bognor* as Heir Looms, shall, from and after the passing of this Act, be vested in, and the same respectively are hereby from thenceforth vested in the said *William Hotham* of *Bognor*, *William Hotham* of *York*, and *Jane Cowan*, their Executors, Administrators, and Assigns, for all the Term and Terms of Years, Estate, and Interest of the said Testator, therein respectively freed, discharged, exempted, and exonerated of and from all and every the Uses, Trusts, Estates, Powers, Provisoes, Charges, and Limitations, in and by the said recited Will and Codicils, or any of them, created, limited, provided, and declared of and concerning the same, but nevertheless upon Trust that they the said *William Hotham* of *Bognor*, *William Hotham* of *York*, and *Jane Cowan*, or the Survivors or Survivor of them, his or her Executors or Administrators, do and shall of their, or his, or her own proper Authority, sell and dispose of the same Leasehold Premises and Furniture, either by publick Sale, or private Contract, and 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 or may be reasonably had or gotten for the same.

The Leasehold Property and Household Furniture directed to go as Heir Looms, also vested in Trust to be sold.

III. And

III. And be it further enacted, That the Monies arising from the Sale or Sales of such of the said Freehold, Copyhold, and Leasehold Hereditaments and Premises hereby vested and settled as aforesaid, as are now in Mortgage, shall be paid and applied by the Purchaser or respective Purchasers thereof in the paying and discharging of the several principal Monies which shall at the Time of the respective Sales be secured by Mortgage upon the Hereditaments and Premises comprised in each respective Sale, and the Interest then due on such principal Monies respectively, when and so soon as the Amount of such principal Monies and Interest shall be ascertained by the Master's Report to be made in the said Cause; and that the Residue of the Monies arising by Sale of such of the said Hereditaments and Premises as are now in Mortgage, and which shall remain after the Discharge of such Mortgages respectively; and the Whole of the Monies arising by Sale of such of the said Freehold, Copyhold, and Leasehold Hereditaments and Premises hereby vested as aforesaid, as are not in Mortgage; and the Whole of the Monies to arise by Sale of the said Furniture hereby vested as aforesaid, shall, under the Orders and Directions of the said Court, to be made in the said Cause, be applied and disposed of for the Purposes herein-after mentioned, (that is to say), in paying and discharging all the Costs, Charges, and Expences, (to be taxed and settled as between Solicitor and Client), 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 this Act into Execution, and also the Costs to be taxed and settled as aforesaid, which have been and shall be incurred in the said Cause, and which ought to be paid out of the Estate of the said Testator; and after Payment of such Costs, Charges, and Expences, when, and as the same shall from Time to Time be incurred, then in Payment and Discharge of the several Specialty and Simple Contract Debts of the said Testator, Sir *Richard Hotham*, now remaining due, and the Interest which shall be then due and owing on such of them as carry Interest; and after Payment thereof, then in satisfying and discharging all and singular the Legacies given by the said Will and Codicils of the said Testator, and the Interest which shall be due thereon at such Times, and in such Manner as the said Court of Chancery shall direct; and the Residue of the Money to arise by such Sales shall, with the Consent and Approbation of the said *William Hotham* of *Bognor*, or in case of his Death, with the Consent and Approbation of such Person or Persons as would, for the Time being, in case this Act had not been made, have been in Possession of or entitled to the Rents and Profits of the Freehold and Copyhold Hereditaments hereby vested as aforesaid, and who shall have attained the Age of Twenty-one Years, and with the Consent and Approbation of the Guardian or Guardians of such of them as shall be Infants during their respective Minorities, be laid out and invested in One or more Purchase or Purchases of Freehold Manors, Messuages, Lands, Tenements, or Hereditaments, to be situate 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,

The Application of the Monies to arise by the Sales.

dered, and assured to, for, upon, and under, and subject to such and so many of the Uses, Trusts, Charges, Powers, Provisoes, and Limitations, in and by the said recited Will and Codicils, limited, expressed, and declared of and concerning the Freehold Hereditaments hereby vested and settled 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 Estates so to be purchased will admit of.

The Application of the Rents till Sale.

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 *William Hotham* of *Bognor*, *William Hotham* of *York*, and *Jane Cowan*, and the Survivors and Survivor of them, and his or her Heirs, shall pay and apply and dispose of the Rents and Profits of the said Manor, Messuages, Farms, Lands, Tenements, Hereditaments, and Premises hereby vested as aforesaid, unto, or permit and suffer the same to be had, received, and taken, by 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.

Application of the Surplus of the Monies to arise by Sale of the Estates.

V. And be it further enacted, That so much of the Monies arising by the Sale of the said Freehold, Copyhold, and Leasehold Hereditaments and Premises hereby vested and settled as aforesaid, as shall not be applied in satisfying and discharging such Mortgages as aforesaid, shall be paid by the respective Purchasers thereof 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 in Trust in the said Cause; and also that the said *William Hotham* of *Bognor*, *William Hotham* of *York*, and *Jane Cowan*, or the Survivors or Survivor of them, or his or her Executors or Administrators, shall, with all convenient speed, pay all the Monies to arise by Sale of the said Furniture hereby directed to be sold as aforesaid, as soon as the same shall amount to One hundred Pounds or upwards, in like Manner into the Bank, in the Name and with the Privity of the said Accountant General, to be placed to his account there in Trust in the said Cause; and the Certificate of the Accountant General, and the Receipt of the Cashier of the Bank, shall be at all Times a good and sufficient Discharge for the Monies so to be paid into the Bank without any Obligation on the Person or Persons so paying the same to see to the Application thereof; all which Monies when paid into the Bank shall there remain, subject to the Orders and Directions of the said Court to be made in the said Cause, to the End that a sufficient Part thereof shall be applied under the like Orders and Directions in the Payment of the Costs, Debts, and Legacies herein-before directed to be paid out of such Monies, and after the Payment thereof, then the Residue of such Monies shall be laid out by the said Accountant General in the Purchase of Navy or Victualling Bills, or Exchequer Bills, and the Interest arising from the Money to be laid out in the said Navy or Victualling Bills, or Exchequer Bills, and the 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, as aforesaid, shall be found and approved of,

of, and until the ſame ſhall upon a Petition to be preferred to the Court of Chancery in a ſummary Way, by or on Behalf of the ſaid *William Hotham* of *Bognor*, or the Perſon or Perſons for the Time being entitled to the Freehold or Inheritance of the Manors, Lands, or Hereditaments ſo to be purchaſed, be ordered to be ſold by the ſaid Accountant General for completing ſuch Purchaſe or Purchaſes 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 that caſe only, the Surplus which ſhall remain 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 Repreſentative of ſuch Perſon or Perſons.

The Court of Chancery empowered to make the requiſite Orders.

VI. Provided always, That it ſhall be lawful for the Court of Chancery, and the ſaid Court is hereby required to make Orders from Time to Time in the aforeſaid Cauſe, for Payment of the aforeſaid Coſts and Charges, Debts and Legacies, herein-before directed to be paid out of the Monies ſo to be paid into the Bank as aforeſaid; and for taxing the Coſts, Charges, and Expences, herein-before directed to be paid, and for taxing the Coſts of the ſeveral Applications to be made to the ſaid Court reſpecting the Matters aforeſaid, and the Coſts of taking the ſaid Reſidue and Surplus of 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 Monies ſo paid into the Bank, or out of the Monies ariſing by Sale of the Navy, Victualling, or Exchequer Bills, ſo to be purchaſed as aforeſaid.

Special Power to Truſtees, reſpecting Part of the *Bognor* Property.

VII. And whereas ſome of the Houſes and Buildings at *Bognor*, hereby authorized to be ſold, have little or no Land or Ground belonging to them, except a ſmall Court or Yard, and Part of the Premiſes there conſiſts of a large Building intended by the ſaid Teſtator to be uſed as a Chapel by the Company reſorting to *Bognor*, and of which Chapel he the ſaid Teſtator was the ſole Proprietor: And whereas it may be found more advantageous to pull down ſeveral of the ſaid Meſſuages and Buildings, and ſell the Materials thereof, than to ſell ſuch Meſſuages and Buildings ſtanding; be it therefore further enacted, That it ſhall and may be lawful to and for the ſaid *William Hotham* of *Bognor*, *William Hotham* of *York*, and *Jane Cowan* and the Survivors and Survivor of them, and his or her Heirs, in caſe they, he, or ſhe ſhall deem it more advantageous for the Purpoſes aforeſaid, to pull down, or cauſe to be pulled down, all or any Part or Parts of the Chapel, Meſſuages, and Buildings, ſituate at *Bognor* aforeſaid, which are mentioned and ſpecified in the Second Schedule to this Act, and to ſell and diſpoſe of the Materials thereof reſpectively either together or in Parcels, or otherwiſe to ſell and diſpoſe of the Materials of all or any Part of the ſame Chapel and Buildings, while the ſame are ſtanding, and to grant and give full and free Liberty to the Purchaſer or Purchaſers of ſuch Materials to pull down the Buildings reſpectively, whereof the Materials ſhall be ſo ſold, and to take and carry away the ſame to and for his, her, and their own Uſe and Benefit: Provided that none of ſuch Buildings be pulled down or

the Materials thereof sold, while the Buildings are standing, without the Consent of the respective Mortgagees of the same Buildings, in Writing first obtained.

The subsisting Annuities charged on a specific Part of the Estate.

VIII. And be it further enacted, That, from and immediately after the passing of this Act, the aforesaid several Annuities or yearly Rent Charges of Twenty Pounds, Twenty Pounds, and Forty Pounds, given and devised by the said recited Will of the said Sir *Richard Hotham* as aforesaid, shall be issuing and payable out of and secured upon the several Lands and Hereditaments, particularly described in the Third Schedule hereto annexed, being Part of the said Hereditaments hereby vested as aforesaid, with the Appurtenances, and that all and singular the said Manor, Messuages, Lands, Tenements, and Hereditaments, hereby vested as aforesaid, other than and except the said Premises comprized in the said Third Schedule, shall, from and after the passing of this Act, be freed and discharged of and from the same Annuities or Rent Charges, and all Arrears thereof, and also of and from the aforesaid Term of Two hundred Years, by the said Will limited for securing the same Annuities or Rent Charges, and the Trusts thereof, and that they, the aforesaid *Eleanor Pratt*, the Devisee of the said first mentioned Annuity or yearly Rent Charge of Twenty Pounds, the said *Charlotte Little*, the Devisee of the aforesaid secondly mentioned Annuity or Rent Charge of Twenty Pounds, and the said *Sarah Knott*, the Devisee of the aforesaid Annuity or Rent Charge of Forty Pounds, and their respective Assigns, during the respective Lives of them the said Annuitants, and also the said Trustees of the said Term of Two hundred Years, shall and may have, use and exercise, and enjoy such and the same Powers and Authorities, Trusts and Remedies, over and upon the Hereditaments originally subjected to the same Annuities or Rent Charges respectively, and not hereby discharged therefrom as aforesaid, as they respectively could or might have had, used, exercised, and enjoyed, or been entitled to, in case the same Hereditaments not hereby discharged from the same Annuities or yearly Rent Charges had been originally the only Hereditaments subjected thereto.

Indemnity to Trustees.

IX. And be it further enacted, That the said *William Hotham* of *Bognor*, *William Hotham* of *York*, and *Jane Cowan*, or any of them, or the Heirs, Executors, or Administrators of any of them, shall not be chargeable with, or answerable for, any Money to be received by virtue of the Trusts hereby in them respectively reposed, any otherwise than each Person for such Sum and Sums as he, she, or they, shall respectively actually receive; and that no One of them be answerable or accountable for the Acts, Receipts, Neglects, or Defaults of the others or other of them; and that they the said *William Hotham* of *Bognor*, *William Hotham* of *York*, and *Jane Cowan*, or any of them, their or any of their Heirs, Executors, or Administrators, shall not be answerable for any Loss or Damage which shall or may happen in executing the Trusts aforesaid, without their respective wilful Default.

Power of Appointment of new Trustees.

X. And be it further enacted, That in case the said *William Hotham* of *Bognor*, *William Hotham* of *York*, and *Jane Cowan*, or any 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

be lawful to and for them the ſaid *William Hotham* of *Bognor*, *William Hotham* of *York*, and *Jane Cowan*, or the Survivors or Survivor of them, his or her Heirs or Aſſigns, purſuant to an Order of the Court of Chancery to be made in the aforeſaid Cauſe, or otherwiſe in a ſummary Way upon Petition, to convey, pay, and make over all and ſingular the Hereditaments and Premiſes and Monies, then remaining veſted in them reſpectively under the Truſts aforeſaid to a new Truſtee or new Truſtees, to be approved of by the ſaid Court, 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 Premiſes 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.

XI. 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 *William Hotham* of *Bognor*, and his Iſſue Male and Female, and the ſaid *Richard Empſon* and his Iſſue Male and Female, and the ſaid *Beaumont Hotham*, and his Heirs, and all and every other Perſon or Perſons, claiming or to claim any Eſtate, Uſe, Truſt, Intereſt, or Benefit, of, in, to, or out of the ſaid Manor, Meſſuages, Lands, Grounds, Hereditaments, Furniture, and Premiſes hereby veſted as aforeſaid, by virtue of or under the ſaid herein-before recited Will and Codicils, or any of them), all ſuch Eſtate, Right, Title, Intereſt, Claim, and Demand, of, in, to, or out of the ſaid Manor, Meſſuages, Lands, Hereditaments, Furniture, and Premiſes, by this Act veſted 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. Saving Clauſe.

XII. 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.

The

The FIRST SCHEDULE referred to by the foregoing Act, containing the Particulars of the Freehold, Copyhold, and Leasehold Estates of the late Sir *Richard Hotham*, situate at *Bognor*, *Felpham*, and *Aldwick*, in the Parishes of *South Berstead*, *Felpham*, *Middleton*, and *Pagham*, and in the City of *Chichester*, in the County of *Sussex*, remaining unsold.

PREMISES.	TENANTS.	Annual Rents.
		£. s. d.
The Hotel, Stabling, Yard, Garden, Subscription Coffee Room, and Parcels of Land occupied therewith; also, the Hot Baths - - - -	*Richard Pink*	225 — —
Several other Parcels of Land and Leazes in *Bognor Brook*	Ditto	100 — —
Two Shops, with Chambers under the Subscription Room - - - - - -	*James Binstead*, and Messrs. *Lope* and Co.	30 — —
The Garden Cottage, with the Garden and Appurtenances The Octagon Barn, with the Stabling and other Buildings in and about the Farm Yard, and several Parcels of Land, including the Land held by the late Sir *Richard Hotham*, on Lease, and Leazes in the Common Brooks - Several Tenements and Parcels of Land in the Parish of *South Berstead*; and A Field adjoining to the Lawn Cottage - - - - -	*Robert Turner*	432 — —
A Dwelling-house, Shop and Yard - - - - - -	*Daniel Wenham*	25 — —
The Prawn Buildings - -	*William Richardson*, and others	35 4 —
The West Shops, and Land belonging - - - - -	*Robert Turner*	12 12 —
Several Parcels of Land, a Lime Kiln and Buildings, in the Parish of *Felpham* - - -	*Thomas Stocker*	24 — —
The Reversion in Fee Expectant on the Death of Mrs. *Sayers* of a Cottage, Barn, sundry Parcels of Land and Leazes in *Bognor Brook* -		
Carried forward - -	— —	883 16 —

Brought forward — £. 883 16 —

DEDUCTIONS.

Annual Rent paid by the Executors for Part of the Land in the Occupation of *Robert Turner*	£. 68 18 —	155 13 —
Land Tax and Level Tax *per Annum* —	86 15 —	
		£. 728 3 —
The Manor of *Aldwick*, with the Appurtenances, producing an Income of about — — —		10 — —
		£. 738 3 —

Wm. Hotham of *York.*

DWELLING HOUSES not producing any certain Income.

Hothamton Place	7 Dwelling Houſes with the Gardens, Lawn, Shrubbery, and Appurtenances	Producing upon an Average for the laſt Three Years the nett yearly Sum of £. 930 or thereabouts.
Eaſt Row -	6 Dwelling Houſes, with Gardens and other Appurtenances —	
The *Creſcent*	7 Dwelling Houſes, with the Lawn, Shrubbery, and other Appurtenances —	
Spencer Terrace -	7 Dwelling Houſes, with the Appurtenances — — —	
Bognor Lodge -	1 Dwelling Houſe, with the Offices, Coach-Houſes, Stabling, Garden, and other Appurtenances — —	
The *Lawn Cottage*	1 Dwelling Houſe and Garden, in the Occupation of Mrs. *Jane Cowan*, as Superintendant of the *Bognor* Property	
Chapel Houſe -	1 Dwelling Houſe, with the Garden, Pleaſure Grounds, Lawn, Land, and Appurtenances, late the Reſidence and in the Occupation of Sir *Richard Hotham* — — —	

Saint Alban's Chapel, and the ſmall Dwelling Houſe, with the Appurtenances adjoining thereto — —

A Range of Workſhops for Carpenters, Painters, and Glaziers — — — — —

A Range of Buildings called the *Mews*, containing Stabling for Forty-four Horſes, Coach Houſes for Twelve Carriages, Servants Chambers, and Lofts, and Ground in Front

A Coach Houſe and Stable, with the Appurtenances, in the City of *Chicheſter* — — — — } Unlet.

The SECOND SCHEDULE referred to by the foregoing Act, being the Buildings authorized to be pulled down.

The Chapel called *Saint Alban's Chapel*, and the small Dwelling House with the Appurtenances adjoining thereto.
The Centre Building of the Crescent, comprizing Three Dwelling-Houses, with the Offices and other Buildings thereto belonging.
The Range of Workshops for Carpenters, Painters, and Glaziers.
The Octagon Barn, with the Stabling, Granary, and other Buildings in and about the Farm Yard.
The *Prawn Buildings*.

Thos Dyke.

The THIRD SCHEDULE referred to by the foregoing Act, being the Hereditaments charged with the Payment of the several Annuities of Twenty Pounds, Twenty Pounds, and Forty Pounds.

FELPHAM.

In the Occupation of *Robert Turner*, with other Lands.

PREMISES.	Statute Measure	A.	R.	P.
Pease Croft		21	—	11
Eighteen Acres Dry Ground		13	2	7
Sixteen Acres Dry Ground		12	3	36
Nineteen Acres Dry Ground		14	2	7
Penny Mead		8	2	29
Lane and Barn		—	1	28
Raglefs's Mead		1	3	19
	Total	72	3	17

Thos Dyke.

The above mentioned Premises are of the clear yearly Value of One hundred and twenty Pounds and upwards.

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