



ANNO TRICESIMO NONO

GEORGI III. REGIS.

Cap. 54.

An Act for vesting Part of the settled Estates of the Right Honourable *John Lord Rolle* in Trustees, to sell or exchange the same, and purchase or take in Exchange other Estates, to be settled, in lieu thereof, to the same Uses. [13th June 1799.]

WHEREAS by Indenture of Release, bearing Date the Ninth Day of *October* One thousand seven hundred and seventy-two, and referring to a Lease for a Year, bearing Date the Eighth Day of the same *October*, and the said Release being of Seven Parts, and made or expressed to be made between *Denys Rolle* of *Hudscott*, in the County of *Devon*, Esquire, since deceased, and *Ann* his then Wife, of the First Part; *John Rolle* Esquire, now the Right Honourable *John Lord Rolle*, Baron *Rolle* of *Stevenstone* (only Son of the said *Denys Rolle*), of the Second Part; *John Walter* Esquire of the Third Part; *Thomas Putt* and *Henry Stevens*, Esquires, of the Fourth Part; *James Coulbard* and *Thomas Wildman*, Esquires, of the Fifth Part; *John Duke* and *John Wollocombe*, Esquires, of the Sixth Part; and *Sarah Walrond* Widow, and *Judith Maria Walrond* Spinster, now the Right Honourable *Judith Maria* Preamble.
Indenture dated Oct. 9th 1772.

[Loc. & Per.]

Maria Lady Rolle, the Wife of the said *John Lord Rolle*, of the Seventh Part; being the Settlement executed previous to the Marriage then intended, and soon after solemnized, between the said *John Lord Rolle* and *Judith Maria Lady Rolle* his Wife; and by virtue of a common Recovery suffered, in pursuance of an Agreement contained in the same Indenture, in the Court of Common Pleas at *Westminster*, in Easter Term then next, all that or those the Manor or Manors, Lordship or Lordships of *Lockerley* and *Tutherley*, alias *East Tuderley*, with their and every of their Rights, Members, and Appurtenances, situate, lying, and being in the County of *Southampton*, which said Manors, Lands, Tenements, and Hereditaments were formerly Parts of the Estates of *Samuel Rolle* of *Shapwick*, in the County of *Somerset*, Esquire, deceased; and also all that Messuage or Tenement, with all the several Grounds, Closes, Lands, and Appurtenances thereof, situate, lying, and being in *Lockerley* aforesaid, in the said County of *Southampton*, and in the Parish of *Mottesfont*, in the same County; and also those several Lands, Tenements, and Hereditaments, formerly bought and purchased of *Richard Kent* Gentleman, with their and every of their Appurtenances, situate, lying, and being in *Lockerley* aforesaid, and *East Dean*, in the said County of *Southampton*; and also those several Lands, Tenements, and Hereditaments, called or known by the Name of *Varsayles* and *Wateslade*, with the Appurtenances, formerly purchased of *Thomas* and *James Wingham*, situate, lying, and being in *Lockerley* aforesaid, and in the said Parish of *Mottesfont*; all which said Messuage or Tenements, Closes, Lands, Hereditaments, and Premises, with the Appurtenances, were heretofore in the Occupation or Possession of *Walter Thomas* deceased, afterwards of *William Thomas*, and lately of the said *Denys Rolle*, his Undertenants, or Assigns: And all that Cottage adjoining to *Varsayles*, then late in the Possession of *Jane Neat* Widow; and also all that Messuage or Tenement, with the Appurtenances, in *Lockerley* aforesaid, then late in the Possession of *John Hobbs*, his Assignee or Assigns, Undertenant or Undertenants; and all that Meadow called *Dunbridge Mead*, with the Appurtenances, in *Mottesfont* aforesaid, then late in the Possession of *Benjamin Mearsh*; and all that Ground called *The Cow Lease*, with One Moiety of a Coppice and Row lying in *Lockerley* and *East Tuderley* aforesaid, then late in the Possession or Occupation of *John Mearsh*, his Assignee or Assigns, Undertenant or Undertenants; and all those several Grounds, Lands, and Hereditaments, with their Appurtenances, called or known by the Name of *Playstowes*, lying and being in *West Tuderley*, formerly in the Occupation or Possession of *John Smith*, and afterwards of *John Thomas*, and then late of *William Thomas*, deceased, his Assignee or Assigns, Undertenant or Undertenants; all which said Premises herein-before mentioned were held by several Leases granted for Ninety-nine Years, determinable on Three Lives, by the said *Denys Rolle*, or by some Person or Persons from whom the said *Denys Rolle* purchased the said Estate: And also all that Messuage or Tenement, with several Pieces or Parcels of Meadow or Pasture, called or known by the Name of *Pullens*, containing by Estimation, Seventeen Acres, be the same more or less, situate, lying, and being in the Parish of *East Tuderley* aforesaid, formerly in the Tenure or Occupation of *John Mocksome*, his Assignee or Assigns, and then late of *Joseph Reeves* as Tenant of *Edward Skeldon* Esquire, together with all Timber Trees and other Trees, Woods, and Underwoods whatsoever, and the Ground and Soil thereof; and all that

that Meadow, called or known by the Name of *Barnard's Mead*, containing by Estimation One Acre and a Half of Land, be the same more or less, situate, lying, and being in the Parish of *East Tuderley* aforesaid, then late in the Occupation of *Thomas Tubb*, his Assignee or Assigns, and is mentioned to have been then lately purchased by the said *Denys Rolle* of *John Wallis* and *John Poore*; and also all and every other the Manors, Messuages, Lands, Tenements, and Hereditaments, whereof the said *Denys Rolle* was then seised in Possession as Tenant for Life, with Remainder expectant thereon to the said *John Lord Rolle*, Party thereto, in Tail, situate, lying, and being in the said County of *Southampton*, with their and every of their Rights, Members, and Appurtenances; were (together with other Manors, Lands, and Hereditaments, in the Counties of *Somerset* and *Devon*) granted and released, limited, settled, and assured, from and after the Solemnization of the said then intended Marriage, to the Use of the said *Thomas Putt* and *Henry Stevens*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, to be computed from the Date of the said Indenture of Release, without Impeachment of Waste, upon the Trusts thereby declared, and in Part herein-after mentioned, of and concerning the same, with Remainder to the Use of the said *Denys Rolle* and his Assigns during his natural Life, without Impeachment of Waste; with Remainder to the Use of the said *John Duke* and *John Wollocombe* and their Heirs, during the Life of the said *Denys Rolle*, upon Trust to preserve contingent Remainders; with Remainder to the Use of the said *John Lord Rolle* and his Assigns, during the Term of his natural Life, without Impeachment of Waste; with Remainder to the said *John Duke* and *John Wollocombe*, and their Heirs, during the Life of the said *John Lord Rolle*, upon Trust to preserve contingent Remainders; with Remainder to the Use of the First and every other Son of the Body of the said *John Lord Rolle* by the said *Judith Maria* Lady Rolle, then *Judith Maria Walrond*, successively in Tail Male, with Remainder to the Use of the said *John Lord Rolle*, his Heirs and Assigns, for ever: And it was by the said Indenture of Release agreed and declared that the said Manors, Messuages, Lands, Tenements, and Hereditaments, were so limited to the said *Thomas Putt* and *Henry Stevens*, their Executors, Administrators, and Assigns, upon Trust that they should Yearly, during the joint Lives of the said *Denys Rolle* and *John Lord Rolle*, by and out of the Rents, Issues, and Profits of the same Hereditaments, raise and pay to the said *John Lord Rolle* the Yearly Sum of Three hundred Pounds, by Half Yearly Payments, clear of all Deductions; and also upon further Trust that they the said *Thomas Putt* and *Henry Stevens*, and the Survivor of them, his Executors, Administrators, and Assigns, should, immediately after the Decease of the said *Denys Rolle*, or in his Life Time if he should so direct, raise by Sale or Mortgage of a competent Part of the said Premises comprized in the said Term of Five hundred Years, the Sum of One thousand Pounds, or the Sum of Two thousand Pounds, as the Case should happen, and Events should require, for the Portion or Portions of the Daughter or younger Child, or Daughters or younger Children, of the said *Denys Rolle* by the said *Ann* his then Wife, in Performance and Satisfaction of the Covenant and Agreement of the said *Denys Rolle* in the Settlement made upon his Marriage, and should pay and apply the said Sum of One thousand Pounds, or the said Two thousand Pounds, as the Case should happen, unto and for the Portion or Portions
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of such Daughter or younger Child, Daughters or younger Children, at such Time and Times, and in such Shares and Proportions, Manner and Form, as in and by such Settlement, made upon the said Marriage of the said *Denys Rolle* with the said *Ann* his then Wife, is expressed, mentioned, and declared of and concerning the respective Sums of One thousand Pounds or Two thousand Pounds therein mentioned; and also upon further Trust, that in case the said *Judith Maria Lady Rolle*, then *Judith Maria Walrond*, should survive the said *John Lord Rolle*, and there should be any Children or Child of the said then intended Marriage living at the Decease of the said *John Lord Rolle*, then that they the said *Thomas Putt* and *Henry Stevens*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should, from and immediately after the Decease of the said *John Lord Rolle*, and during the joint Lives of the said *Judith Maria Lady Rolle*, then *Judith Maria Walrond*, his intended Wife, and of any One or more of such Child or Children, by and out of the Rents, Issues, and Profits of the said Premises comprised in the said Term, raise and pay, or cause to be raised and paid unto and for the Education, Maintenance, and Support of such Child or Children, during the Life of the said *Judith Maria Lady Rolle*, then *Judith Maria Walrond*, in Manner therein mentioned, the Yearly Sum of Three hundred Pounds, clear of all Deductions whatsoever; and also upon this further Trust, that they the said *Thomas Putt* and *Henry Stevens*, and the Survivor of them, his Executors or Administrators, should and might, at any Time or Times thereafter, with the Consent and Approbation of the said *Denys Rolle* and *John Lord Rolle* during their joint Lives, or of the Survivor of them, testified as is therein mentioned, and after the Decease of such Survivor, then at the Discretion of them the said *Thomas Putt* and *Henry Stevens*, or the Survivor of them, his Executors, Administrators, or Assigns, by and out of the Rents, Issues, and Profits of the said Premises comprised in the said Term of Five hundred Years, but without Prejudice to the raising or paying the aforesaid Two several successive Annual Sums of Three hundred Pounds, or by Mortgage of a competent Part of the same Premises, but without Prejudice as aforesaid, levy and raise such Sum and Sums of Money, not exceeding in the Whole the Sum of Five thousand Pounds, as they the said *Thomas Putt* and *Henry Stevens*, or the Survivor of them, his Executors or Administrators, should deem necessary or requisite, to be paid and applied in, for, or towards the Redemption or purchasing in of the several Leases granted by the said *Denys Rolle* of several of the Messuages, Lands, Tenements, and Hereditaments lying within, or Part or Parcel of the therein-before mentioned Manor of *Shapwick*, and in the Schedule to the said Indenture of Release described, specified, or mentioned, and which said Sum or Sums of Money, so to be raised, should, from Time to Time, be paid and applied accordingly, and the Lease and Leases which should from Time to Time be so redeemed or purchased in should, from and immediately after such Redemption or Purchase, be conveyed, assigned, or surrendered in such Manner as that the same might immediately afterwards and from thenceforth be extinguished, for the Benefit of the Person and Persons who for the Time being should be entitled to or interested in the Messuages, Hereditaments, and Premises comprised in such Lease and Leases, by virtue of the Uses and Limitations in the said Indenture of Release expressed, limited, and contained; and in the said

Indenture

Indenture of Release now in Recital is contained a Power for the several Tenants for Life, and for all other the Persons for the Time being seised of or entitled to an Estate of Freehold in Possession of and in the Premises thereby granted and released, by virtue of the Limitations therein contained, and also to and for the Guardians of such of the said Persons as for the Time being should be under the Age of Twenty-one Years, to demise or lease all or any of the Premises thereby granted and released (except the capital Messuage, Farm, and Demesne Lands of *Shapwick* therein mentioned, with the Appurtenances, Parcel of the Manor of *Shapwick*, and all Lands, Tenements, Meadows, Pastures, and Hereditaments, then used, held, and enjoyed with the same, and except the capital Messuage, Farm, and Demesne Lands, and the Rectory or Parsonage of *East Tutherley*, therein also mentioned, and all Lands, Tenements, Meadows, Pastures, and Hereditaments, then used, occupied, or enjoyed with the same) to any Person or Persons whomsoever, for any Term or Number of Years not exceeding Twenty-one Years in Possession, at the most and best improved Yearly Rent, without taking any Fine, and so as none of the same Leases should be made dispunishable of Waste, and so as in every of such Leases there should be contained a Clause of Re-Entry for Non-payment of the Rent or Rents to be thereby respectively reserved, and so as the respective Lessees to whom such respective Leases should be made, did seal and deliver Counterparts thereof: And whereas the said *Denys Rolle* died in the Year One thousand seven hundred and ninety-seven: And whereas the said *John Lord Rolle* has no Issue: And whereas the principal, and by far the most valuable Estates of the said *John Lord Rolle*, are situate in the said County of *Devon*, at a considerable Distance from the said Estates in the County of *Southampton*, so that it would be for the Benefit and Advantage of the said *John Lord Rolle*, and of his Issue Male by the said *Judith Maria Lady Rolle*; and he the said *John Lord Rolle* is therefore desirous that the said Manor or Manors, and other Hereditaments of and in *Lockerley* and *Tutherley*, alias *East Tuderley*, aforesaid; and elsewhere, in the said County of *Southampton*, should be vested in Trustees, to be sold, and the Money arising by the Sale thereof be laid out, under the Directions of the Court of Chancery, in the Purchase of Estates in the said County of *Devon*, to be settled to the subsisting Uses of the said settled Estates in the said County of *Southampton*, or otherwise that the said Trustees should be empowered, under the like Directions of the Court of Chancery, to exchange the said Estates in the County of *Southampton* for other Estates in the said County of *Devon*, to be settled in lieu thereof, and to the same Uses: But inasmuch as by reason of the Limitations to the Sons of the said *John Lord Rolle* by the said *Judith Maria Lady Rolle* his Wife, in Tail Male, the said Desire of the said *John Lord Rolle* cannot be effected without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subject the said *John Lord Rolle* doth 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 that or those the aforesaid Manor or Manors, Lordship or Lordships, of *Lockerley* and *Tutherley*, alias *East Tuderley*, aforesaid, with their and every of their Rights, Members, and Appurtenances, situate, lying, and being in the County of *Southampton*, and also the aforesaid Rectory or Parsonage of *East Tutherley*,

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The Manors of *Lockerley* and *Tutherley*, and other Premises comprised in the recited Indenture, vested in Trustees to be sold.

ley, and the Advowson of the Church or Chapel of *East Tutherley*, and all and singular the aforesaid Messuages, Lands, Tenements, and other Hereditaments, in the said County of *Southampton*, which were conveyed by or comprised in the said herein-before in Part recited Indentures of the Eighth and Ninth Days of *October* One thousand seven hundred and seventy-two, (other than and except such Messuages, Lands, Tenements, or Hereditaments, which by virtue of any Inclosure Act or Acts of Parliament have been allotted or given in Exchange for or in lieu of other Messuages, Lands, Tenements, or Hereditaments), and also all such Messuages, Lands, Tenements, and Hereditaments, as have been by virtue of any such Inclosure Act or Acts allotted or received in Exchange for or in lieu of any Messuages, Lands, Tenements, or Hereditaments, Parcel of the said Hereditaments, in the County of *Southampton*, originally comprised in the said last mentioned Indentures of Lease and Release, together with all and singular Houses, Outhouses, Buildings, Barns, Stables, Yards, Gardens, Orchards, Woods, Underwoods, and the Grounds and Soil thereof, Mines, Dells, Quarries, Moors, Marshes, Mosses, Wastes, Commons, Common of Pasture and Turbary, Ways, Waters, Watercourses, Tythes, Advantages, Easements, Rights, Members, Privileges, Emoluments, and Appurtenances whatsoever, to the said Manor or Manors, and other Hereditaments belonging, or in anywise appertaining, or therewith used, occupied, or enjoyed, or accepted, reputed, or taken as Part, Parcel, or Member thereof, or appurtenant thereunto, and the Reversion and Reversions, Remainder and Remainders, Yearly and other Rents, Issues, and Profits of all and singular the same Premises, shall, from and after the passing of this Act, (but subject and without Prejudice to the aforesaid Term of Five hundred Years created by the said recited Indenture of the Ninth Day of *October* One thousand seven hundred and seventy-two, and to such of the Trusts thereof as remain to be performed), be vested in and settled upon, and the same are hereby from thenceforth vested in and settled upon *William Drewe*, of *New Inn*, in the County of *Middlesex*, Gentleman, and *Charles Wade*, of *Pucknall*, in the said County of *Southampton*, Gentleman, their Heirs and Assigns, for ever, freed and discharged, and absolutely acquitted, exempted, and exonerated of, from, and against all and every the Uses, Trusts, Estates, Charges, Powers, Provisoos, Limitations, Appointments, and Declarations, in and by the said Indenture of the Ninth Day of *October* One thousand seven hundred and seventy-two, limited, created, declared, and contained, of and concerning the same, (except the said Term of Five hundred Years, and the remaining Trusts thereof, and except such Leases as may have been made by the said *Denys Rolle* and *John Lord Rolle*, in pursuance of the Power given them by the same Indenture in that Behalf), but nevertheless upon the Trusts, and to and for the Intents and Purposes herein-after expressed and declared of and concerning the same, that is to say, upon Trust that they the said *William Drewe* and *Charles Wade*, or the Survivor of them, his Heirs or Assigns, do and shall, with all convenient Speed, (with the Consent of the said *John Lord Rolle*, to be testified in Writing under his Hand, and if he shall be dead, then of the proper Authority of them the same Trustees respectively), sell and dispose of all and singular the said Manor or Manors, and other Hereditaments hereby vested in them as aforesaid, either together or in Parcels, and by publick Auction or private Contract,

tract, unto such Person or Persons who shall be willing to become the Purchaser or Purchasers thereof, for such Price or Prices in Money as can be reasonably gotten for the same, and do and shall, when and so soon as the Purchaser or Purchasers thereof respectively shall have paid his or their Purchase Money into the Bank of *England*, in Manner hereinafter prescribed, convey and assure the said Manor or Manors, and other Hereditaments, so to be sold and disposed of as aforesaid, with their Appurtenances, unto and to the Use of such Purchaser or Purchasers respectively, and his, her, or their respective Heirs and Assigns, or as he or they shall direct or appoint.

II. And be it further enacted, That the Money arising by Sale of the said Hereditaments hereby made saleable shall (by and with the Consent and Approbation of the said *John Lord Rolle*, if living) be laid out in the Purchase or Purchases of a Manor or Manors, Messuages, Lands, Tenements, or other Hereditaments, in Fee Simple in Possession, and of any Customary or Copyhold Lands or Hereditaments convenient or proper to be purchased therewith, whereof not more than One Fourth Part in Value in any One Purchase shall be Copyhold, to be situate in the said County of *Devon*; and all and singular the Manor or Manors, or other Hereditaments so to be purchased, shall be thereupon conveyed and assured to such Uses, upon such Trusts, and to and for such Intents and Purposes, and subject to such Powers, Provisoes, Charges, Conditions, and Agreements, as are by the said Indenture of the Ninth Day of *October* One thousand seven hundred and seventy-two, limited, declared, and contained of and concerning the said Manor or Manors, and other Hereditaments hereby vested in Trustees to be sold as aforesaid, or as near thereto as the Deaths of Parties and other Contingencies will admit (except that no Part of the said Premises so to be settled shall be excepted out of the Power of leasing).

Money arising by Sale of such Premises to be laid out in the Purchase of a Manor, &c. to be settled to the same Uses as mentioned in the Indenture of *Oct. 9, 1772.*

III. And be it further enacted, That in the mean Time and until the said Manor or Manors and other Hereditaments shall be so sold or disposed of as aforesaid, the Rents, Issues, and Profits thereof shall go and be paid to, or received by the Person or Persons who would for the Time being have been entitled to the Receipt of the Rents and Profits of the same Manor or Manors and other Hereditaments, under or by virtue of the said Indenture of the Ninth Day of *October* One thousand seven hundred and seventy-two, in case this Act had not been made.

Until Sale is made the Rents shall be paid to the Persons entitled thereto.

IV. And be it further enacted, That every Purchaser of the said Premises hereby made saleable shall pay his Purchase Money into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Chancery, *ex parte* the Purchaser or Purchasers of the Estates of the said *John Lord Rolle*, pursuant to the Method prescribed by the Act of the Twelfth Year of King *George* the First, and the general Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of King *George* the Second; which Monies, when so paid in, shall be laid out 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,

Purchase Money to be paid into the Bank in the Name of the Accountant General in Chancery, to be laid out in the Purchase of Navy Bills, &c. until a proper Purchase shall be made.

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, 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 *John Lord Rolle*, 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.

Certificate of the said Accountant General and the Receipt of the Cashier of the Bank shall be a Discharge for the Purchase Money.

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

Lord *Rolle*, with Consent of the Court of Chancery, may convey Part of his Estates in *Devonshire* to the same Uses as the Premises comprised in the Indenture of *Oz. 9, 1772*, in which Case no new Purchase to be made, &c.

VI. And whereas the said *John Lord Rolle's* principal Estates lie in the County of *Devon*, and are of much greater Value than the aforesaid Manor or Manors and other Hereditaments hereby vested in Trustees to be sold as aforesaid; be it therefore enacted, That in case the said *John Lord Rolle* shall, with the Approbation and under the Direction of the Court of Chancery, on a Petition to be preferred to that Court in a summary Way, convey, settle, and assure, or cause or procure to be conveyed, settled, and assured, any Part or Parts of the said principal Estates of the said *John Lord Rolle*, situate in the said County of *Devon*, with the Appurtenances, or any Freehold Estates of Inheritance near or contiguous thereto, belonging to any other Person or Persons, to the several Uses, upon and for the several Trusts, Intents, and Purposes, and with, under, and subject to the several Powers, Proviso's, and Agreements, which, under and by virtue of the said Indenture of the Ninth Day of *October* One thousand seven hundred and seventy-two, shall be then subsisting, of and in the said Manor or Manors, and other Hereditaments, of and in

Lockerley

Lockerley and *Tutberley*, alias *East Tuderley* aforesaid, then and in such Case the aforesaid Money to arise by the Sale or Sales of the said Hereditaments hereby vested in Trustees to be sold as aforesaid, or so much of such Money as shall be the Price or Value of the Manor or Manors and other Hereditaments so to be conveyed, settled, and assured, as herein-before mentioned, shall not be laid out in the Purchase of any other Manors or Hereditaments, but the same shall be paid to the said *John Lord Rolle*, his Executors, Administrators, and Assigns, for their or his proper Use and Benefit, or if the said *John Lord Rolle* shall, under the Direction of the Court of Chancery, make, or cause or procure to be made, such Settlement as aforesaid, of his own or any other Estates to the subsisting Uses of the said Hereditaments hereby vested in Trustees to be sold as aforesaid, before the same last mentioned Hereditaments shall be sold under the Trusts aforesaid, then and in such Case it shall be lawful to and for the said *William Drewe* and *Charles Wade*, or the Survivor of them or his Heirs, and he or they is or are hereby required to convey unto and to the Use of the said *John Lord Rolle*, his Heirs or Assigns, or to such Uses, and for such Intents and Purposes as he or they shall direct or appoint, the said Manor or Manors and other Hereditaments hereby vested in Trust to be sold as aforesaid, or a sufficient Part thereof, as an Equivalent and in Exchange for the said Estates so to be conveyed by or by the Procurement of the said *John Lord Rolle*, to the Uses of the said Hereditaments hereby made saleable as aforesaid, any Thing herein-before contained to the contrary thereof in anywise notwithstanding.

VII. Provided always, and it is hereby further enacted, That in the mean Time and until the said Hereditaments hereby authorized to be sold shall be sold, it shall and may be lawful to and for the said *John Lord Rolle* and his Assigns, during his Life, to grant any Lease or Leases of the same Hereditaments, or any Part or Parts thereof, for any Term or Number of Years not exceeding Twenty-one Years in Possession, at the best or most improved Yearly Rent, without taking any Fine; and so as the respective Leases contain a Clause for Re-entry for Non-payment of the Rent thereby to be reserved, and that the Lessees execute a Counterpart of such respective Leases.

Until the Premises are sold *Lord Rolle* may grant Leases for any Time not exceeding 20 Years.

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, their respective Heirs, Successors, Executors, and Administrators, (except the said *John Lord Rolle* and his Heirs, and the First and other Sons of the said *John Lord Rolle*, by the said *Judith Maria Lady Rolle*, and the Heirs Male of the Body and respective Bodies of such Sons, and the right Heirs of the said *John Lord Rolle*, and the Trustees to preserve contingent Remainders in the said recited Indenture of the Ninth Day of *October* One thousand seven hundred and seventy-two, and their Heirs and Assigns), all such Estate, Right, Title, Interest, Claim, and Demand, of, in, to, or out of the said Manors and other Hereditaments hereby vested in Trustees to be sold as aforesaid, as they, every, or any of them, had before the passing of this Act, or should, could, or might have had or enjoyed in case this Act had not been made.

General Saving.

[*Loc. & Per.*]

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IX. And

Publick Act.

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

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