



ANNO QUADRAGESIMO PRIMO

GEORGII III. REGIS.

Cap. 106.

An Act for vesting certain settled Estates of *William Mortin Pitt* Esquire, in the County of *Dorset*, in Trustees, to be sold; and for laying out the whole Money thence arising, under the Direction of the Court of Chancery, in the Purchase of other Estates, to be settled in lieu thereof, and to the same Uses. [20th June 1801.]

WHEREAS by an Act of Parliament, made and passed in the Fifteenth Year of the Reign of His present Majesty, intituled, *An Act for vesting certain Freehold Estates, in the Counties of Berks and Wilts, devised by the Will of William Pitt Esquire, deceased, in Trustees, to be sold, and for laying out the Money arising by such Sale in the Purchase of other Lands and Hereditaments, to be settled in lieu thereof, to such of the Uses limited or devised by the said Will, as are or shall be capable of taking Effect*; after reciting that *William Pitt*, late of *Binfield*, in the County of *Berks*, Esquire, in and by his last Will and Testament in Writing, bearing Date on or about the Second Day of *February* One thousand seven hundred and seventy, gave and devised his Dwelling House and Pleasure Ground, Farms, Lands, and Tenements, in *Binfield* aforesaid, and all and singular other his Estates situate and being within the

Preamble.

[Loc. & Per.] 21 C Counties

Counties of *Berks* and *Wilts*, whether in Possession or Reversion, unto his good Friends *Ralph Congreve* Esquire, and Mr. *James Brooke*, and to their Heirs, to the Use of the said *Ralph Congreve* and *James Brooke*, for the Term of Ninety-nine Years, to commence from the Day of his Decease, nevertheless upon the Trusts therein-after declared; and from and after the Expiration or Determination of the said Term, and subject thereto, to the Use of his Brother *John Pitt* and his Assigns, for his Life; Remainder to the Use of the said *Ralph Congreve* and *James Brooke*, and their Heirs, during the Life of the said *John Pitt*, in Trust to preserve contingent Remainders; with Remainder to the Use of his the said Testator's Nephew *William Morton Pitt* (Son of the said *John Pitt*), and his Assigns for his Life; Remainder to the Use of the said *Ralph Congreve* and *James Brooke*, and their Heirs, during the Life of the said *William Morton Pitt*, in Trust to support contingent Remainders; Remainder to the Use of the first and other Sons of the said *William Morton Pitt*, in Tail Male successively; with Remainder to the Use of the said Testator's own right Heirs for ever; and as to the said Term of ninety-nine Years, therein-before limited unto the said *Ralph Congreve* and *James Brooke*, the said Testator did thereby declare his Will to be, that the same Term was so limited to them upon Trust, that in case at any Time his Personal Estate should not be sufficient to pay and discharge his Debts, Annuities, and Legacies, in Manner therein-after mentioned, they the said Trustees should from Time to Time raise Monies sufficient to satisfy and discharge the said Debts, Annuities, and Legacies; and that the said Testator did thereby give and bequeath several Life Annuities, and also several Legacies, and among them, to his said Nephew *William Morton Pitt*, the Sum of Five hundred Pounds, and to his the said Testator's Niece Miss *Marcia Pitt*, the Sum of Five hundred Pounds; and that the said Testator did, by his said Will, authorize and empower the said *John Pitt*, and his said Son *William Morton Pitt*, when they should respectively be in the actual Possession of the Estates thereby to them limited, by any Writing or Writings under Hand and Seal, to lease all or any Part thereof to any Person or Persons, for any Term not exceeding Twenty-one Years, to commence in Possession, reserving upon every such Lease and Leases the best improved Yearly Rent; and so as such Leases contained Clauses of Re-entry for Non-payment of such Rent, and were not made dispunishable of Waste: And also reciting, that the said Testator made a Codicil to his said Will, bearing Date on or about the Eighth Day of *April* One thousand seven hundred and seventy-three, and thereby gave several Legacies: And also reciting, that the said Testator died in the Month of *February* One thousand seven hundred and seventy-four, without revoking or altering his said Will (and further or otherwise than by adding such Codicil thereto as aforesaid) seized in Fee Simple of the several Manors and Hereditaments in the said Act after particularly described, situate in the Counties of *Berks* and *Wilts*; And also reciting, that the Debts due from the said Testator *William Pitt*, at the Time of his Decease, and also the Funeral Expences of the said Testator, and the several Legacies given by his said Will, had been paid by the said *John Pitt* (except the said Legacies of Five hundred Pounds each to the said *William Morton Pitt* and *Marcia Pitt*, his Son and Daughter, who were then both Minors): And further reciting (among other Things) that the several Persons to whom Annuities were respectively given by the said Will of the said *William Pitt*, deceased, had severally released and discharged the several Manors, Lands, and

and Hereditaments, in the said Counties of *Berks* and *Wilts*, devised by his said Will, of and from the Payment of the said several Annuities; it was by the said Act of Parliament enacted, that several Manors or Lordships, an Advowson, and several Capital and other Messuages, Farms, Lands, Tenements, and Hereditaments therein particularly described, situate and being in the said Counties of *Berks* and *Wilts*; and all and singular other the Manors or Lordships, Capital and other Messuages, Lands, Tenements, Hereditaments, and Premises, in the said Counties of *Berks* and *Wilts*, with all and every the Rights, Members, and Appurtenances thereto belonging, which in and by the said Will of the said *William Pitt*, deceased, were devised to the several Uses therein mentioned, or intended so to be, should, from and after the Twenty-fourth Day of *June*, in the Year One thousand seven hundred and seventy-five, be settled upon and vested in, and the same were, by the said Act, from thenceforth settled upon and vested in *George Pitt* of *Stratfield Say*, in the County of *Southampton*, Esquire, and *Oliver Farrer*, then of *Chancery Lane*, in the County of *Middlesex*, Gentleman, their Heirs and Assigns, freed and absolutely acquitted, exonerated, and discharged of and from all and every the Uses, Trusts, Estates, Terms for Years, Annuities, Charges, Powers, Provisoos, Limitations, and Agreements in the said therein-before recited Will limited, provided, declared, or agreed of and concerning the said Premises respectively; but nevertheless upon Trust, and to the Intent that the same Trustees respectively should, with the Consent and Approbation of the said *John Pitt* and *William Morton Pitt*, or the Survivor of them, sell and dispose of the said Premises so vested in them as aforesaid: And it was thereby further enacted, that all and every Sum and Sums of Money to arise by such Sale or Sales, should, after a Deduction should be made thereout of and for the Costs, Charges, and Expences in the said Act mentioned, be laid out in the Purchase of Manors, Messuages, Lands, Tenements, and Hereditaments, in the said County of *Dorset*, which should be settled, conveyed, and assured to, for, upon, and subject to such and so many of the Uses, Trusts, Intents, and Purposes, and subject to, with, and under such and so many of the Powers, Provisoos, Declarations, and Agreements mentioned, expressed, and declared of and concerning the said Manors or Lordships, Capital and other Messuages or Tenements, and Premises, in the said Counties of *Berks* and *Wilts*, in and by the said Will of the said *William Pitt*, deceased, as at the Time of making such Conveyance or Settlement should be existing undetermined or capable of taking Effect: And it was thereby further enacted, that all and every the Sum and Sums of Money arising or to be produced by such Sale and Sales, should be paid by the Purchaser or Purchasers of the said Hereditaments and Premises, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Chancery; and the same, or the Residue thereof, after Payment of such Costs, Charges, and Expences thereout as therein-before was mentioned, should there remain, until some proper Purchase or Purchases should be found and approved, and until, upon a proper Petition to be preferred in the said Court of Chancery in a summary Way, at the Expence of the said *John Pitt*, or of the Person or Persons entitled to the next Estate of Freehold or Inheritance in the Lands and Hereditaments so to be purchased, the same should be ordered by the said Court of Chancery to be paid out of the Bank, for the compleating such Purchase or Purchases, in such Manner as the said Court should think fit and direct: And whereas by Indentures of Lease and Release, bearing
Date

Date respectively on or about the Eighth and Ninth Days of *December*, in the Year of our Lord One thousand seven hundred and seventy-eight, the Release being Tripartite, and made or expressed to be made between the said *John Pitt* and the said *William Morton Pitt*, of the First Part; the said *George Pitt*, by his then Name or Title, and the Description of The Right Honourable *George Lord Rivers*, Baron *Rivers* of *Stratfield Say*, in the County of *Southampton*, and the said *Oliver Farrer*, of the Second Part; and the before named *James Brooke*, of the Third Part; after reciting the said Will of the said *William Pitt*, and the said Act of Parliament hereinbefore recited, and reciting or taking Notice in Manner therein mentioned, that all the said Estates so vested in them the said *George Lord Rivers* and *Oliver Farrer*, in Trust to be sold as aforesaid, had been sold for several Sums, making together the Sum of Twenty-five thousand Pounds, which, pursuant to the said Act of Parliament, had been paid into the Bank of *England*, in the Name and with the Privity of the said Accountant General; it was by the Indenture of Release now in Recital, witnessed, that in pursuance of and in obedience to the said recited Act of Parliament, and also of certain Orders of the said Court of Chancery, recited in the said Indenture of Release, and in Consideration of the said Sum of Twenty-five thousand Pounds, being the Purchase Money arising from the said Premises devised by the said Will of the said *William Pitt*, deceased, and so sold by them the said *George Lord Rivers* and *Oliver Farrer*, in pursuance of the Trusts vested in them by the said Act of Parliament as aforesaid, directed to be paid in Manner in the said Indenture now in Recital mentioned, to or for the Benefit of the said *John Pitt* and *William Morton Pitt*, by an Order of the said Court of Chancery, they the said *John Pitt* and *William Morton Pitt*, did, in Manner in the said Indenture of Release now in Recital expressed, direct, limit, and appoint, and grant and release the Manor or Lordship, Capital Messuage or Mansion House, Farm, and Demesne Lands of *Encombe*, with the Appurtenances, and divers Messuages, Farms, Lands, Tenements, and Hereditaments in *Encombe* and *Kingston*, in the Parish of *Corfe* otherwise *Corfe Castle*, in the Isle of *Purbeck*, in the said County of *Dorset*, therein particularly mentioned and described, with the Appurtenances, to the Use of the said *James Brooke*, his Executors, Administrators, and Assigns, for the Residue of a certain Term of Ninety-nine Years, which commenced from the Day of the Death of the said *William Pitt*, deceased, and were then to come and unexpired, upon the Trusts therein-after declared concerning the same; and after the Determination of the same Term, and subject thereto, to the Use of the said *John Pitt* and his Assigns, for his Life; with Remainder to the Use of the said *George Lord Rivers* and *Oliver Farrer*, and their Heirs, during the Life of the said *John Pitt*, to the Intent to support contingent Remainders; with Remainder to the Use of the said *William Morton Pitt* and his Assigns, for his Life; with Remainder to the Use of the said *George Lord Rivers* and *Oliver Farrer*, and their Heirs, during the Life of the said *William Morton Pitt*, to the Intent to support contingent Remainders; with Remainder to the Use of the first and every other Son of the Body of the said *William Morton Pitt*, successively in Tail Male; with Remainder to the Use of the right Heirs of the said *William Pitt*, deceased, for ever: And it is by the said Indenture now in Recital declared and agreed, that the said Term of Ninety-nine Years, therein-before limited to the said *James Brooke*, his Executors, Administrators, and Assigns, was so limited to him and them upon the Trusts,

Trusts, and to and for the Intents and Purposes expressed and declared in and by the said Will of the said *William Pitt*, of and concerning the same Term of Ninety-nine Years, by the said Will limited to the said *Ralph Congreve*, deceased, and *James Brooke*, and which was then vested in the said *James Brooke* by Survivorship as aforesaid, or such and so many of the said Trusts, Intents, and Purposes, as were then existing and capable of taking Effect: And by the said Indenture of Release it was declared and agreed, that it should be lawful for the said *John Pitt* and *William Morton Pitt*, when and as they should respectively be in the actual Possession of all or any Part of the said Premises, thereby limited in Use to them for their respective Lives as aforesaid, by Indenture or Indentures under their respective Hands and Seals, to demise, lease, and grant the same or any Part thereof, unto any Person or Persons, for any Term not exceeding Twenty-one Years, in Possession; so as there should be reserved on every such Lease, payable Half-yearly, the best and most improved Yearly Rent, without taking any Fine, Premium, or Foregift; and so as in every of the said Leases, there should be contained a Clause or Condition of Re-entry for Non-payment of the Rent; and so as no Clause should be contained in any of the said Leases, giving Power to any Lessee to commit Waste, or exempting him, her, or them from Punishment for committing the same; and so as the respective Lessees should execute Counterparts of all and every such Leases: And whereas the said *John Pitt* died in the Year One thousand seven hundred and eighty-seven, leaving the said *William Morton Pitt* his only Son and Heir at Law, and thereupon the ultimate Remainder or Reversion in Fee Simple, expectant on the Death and Failure of Issue Male of the said *William Morton Pitt*, of and in the Hereditaments comprized in the said recited Indentures of Lease and Release, descended upon and came to him the said *William Morton Pitt*, he being the Heir at Law as well as of the said *William Pitt* the Testator, as of the said *John Pitt*: And whereas the said *William Morton Pitt* hath no Issue Male: And whereas the Legacy of Five hundred Pounds, which by the said Will of the said *William Pitt*, deceased, was given and bequeathed to the said *Marcia Pitt* as aforesaid, and all Interest thereon, has been long since paid; and the Legacy of Five hundred Pounds, which by the same Will was given and bequeathed to the said *William Morton Pitt* as aforesaid, has been also paid, or is considered by him the said *William Morton Pitt* as merged and extinguished: And whereas the keeping the Capital Messuage or Mansion House of *Encombe*, comprized in the said recited Indenture of Release of the Ninth Day of *December* One thousand seven hundred and seventy-eight, with the Outbuildings, Gardens, and Pleasure Grounds thereto belonging, in proper Repair and Order, is attended with considerable Expence, and there is great Reason to believe, from local Circumstances, that the same, and the Rest of the said settled Estates, might be sold to great Advantage; and the said *William Morton Pitt* having become, upon his said Father's Death, seised of or entitled to another Capital Messuage or Mansion House at *Kingston Marlward*, in the said County of *Dorset*, in Fee Simple, which is the ancient Seat of his Family, and the usual and chief Place of his Residence, and which was the usual and chief Place of the Residence of his said Father; he is desirous that the said Manor and Capital Messuage or Mansion House of *Encombe*, with the Outbuildings, Gardens, and Pleasure Grounds thereto belonging, and all other the Messuages, Farms, Lands, Tenements, and Hereditaments comprized

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in, and settled and conveyed by the said Indentures of Lease and Release of the Eighth and Ninth Days of *December* One thousand seven hundred and seventy-eight as aforesaid, may be sold; and that the whole Money thence arising may be invested, under the Direction of the Court of Chancery, in One or more Purchase or Purchases of other Manors, Lands, or Hereditaments, in the said County of *Dorset*; but although such Sale will be beneficial and advantageous to the said *William Morton Pitt*, and all Persons claiming under the before-mentioned Will of the said *William Pitt*, deceased, or under the Limitations contained in the said Indenture of Release, yet by reason of the strict Limitations contained in the same Will and Indenture of Release, a Sale cannot be perfected, nor a good Title made to a Purchaser, without the Aid and Authority of Parliament; wherefore Your Majesty's most dutiful and loyal Subject, the said *William Morton Pitt*, does 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 the Manor or Lordship, or reputed Manor or Lordship, Capital Messuage, Farm, and Demesne Lands of *Encombe*, with the Rights, Members, and Appurtenances thereof, in the Parish of *Corfe Castle*, in the Isle of *Purbeck*, in the said County of *Dorset*, and all Edifices, Buildings, Orchards, Gardens, Backsides, Courts, Curtilages, and other Appurtenances thereunto belonging or therewith enjoyed; and all those several Lands, Closes, and Parcels of Arable Land, Meadow, and Pasture Ground, being Parcel of and belonging to the said Farm, called the *Blacklands*, the *Park House*, and *Lane Hill Meadow*, *Horse Crates Pond*, *Close Wood Mead*, *North Hill* in Lease, *New Close*, *Swyer Close*, and *Craterage*, *Stotfield*, *Horse Crates Cliff Ground*, and the Ground adjoining to *Blacklands*, *Copswood Lands*, *Willow Beds* and *Goile*; which said Lands, Tenements, and Hereditaments now are or late were called or known by the several Names of *Blacklands*, *East Hill* in Lease, *Swire*, *Westfield*, *Cratridge*, *Park Mead*, *Hilly Mead*, *Stotfield*, the *Down*, *North Hill*, *Wheat Close*, *Wood Mead*, *Higher Horse Crates*, *Lower Horse Crates*, and *Egmore*, or by whatsoever other Name or Names the same are called or known; and which said Lands and Premises, contain together Seven hundred Acres or thereabouts: And also all that Messuage or Tenement, and Yard Land, containing by Estimation Fifty-four Acres or thereabouts, with the Appurtenances, heretofore in the Tenure or Occupation of *Robert Swayne* deceased, and some Time heretofore Parcel or reputed Parcel of the Manor of *Kingston* alias *Kingeston*, in the Isle of *Purbeck*, in the said County of *Dorset*; and also all that Capital Messuage or Farm, commonly called or known by the Name of *Kingston Farm*, lying within the Parish of *Corfe* otherwise *Corfe Castle* aforesaid, in the Isle of *Purbeck*, in the said County of *Dorset*; and all the Demesne Lands, sometimes Parcel of the said Manor of *Kingston* otherwise *Kingeston* aforesaid; and all Houses, Outhouses, Edifices, Buildings, Barns, Stables, Yards, Orchards, Gardens, Arable Lands, Meadows, Pastures, Commons, Common of Pasture, Customs, Works, Waters, Watercourses, Woods, Underwoods, Ways, Paths, Passages, Easements, Profits, Commodities, Advantages, Emoluments, and Hereditaments whatsoever to the said Messuages, Tenements, and Premises last-mentioned, or any Part thereof belonging or in anywise appertaining or known, or at any Time heretofore commonly used, held, let, set, or enjoyed, or accepted, reputed, taken,

taken, or known for or as Part, Parcel, or Member thereof, or of any Part thereof; and also all that or those the First Shares or Crops of *Blinfield Meads*, containing by Estimation Seven Acres, be the same more or less; and all that Moor or Moor Mead, containing by Estimation Four Acres, be the same more or less; and of all that Meadow called *Goosehams*, containing by Estimation Acres, be the same more or less; and Half of the First Share or Crop of the Mead called *Hollish Mead*, containing by Estimation Ten Acres, be the same more or less; all which said several Closes of Meadow and Pasture last-mentioned, are situate and being within the said Parish of *Corfe* alias *Corfe Castle* aforesaid; and also all that Woody Ground and Coppice, commonly called or known by the Name of *Pinnock Wood* alias *Storden Wood*, containing by Estimation Thirty Acres, be the same more or less, situate, lying, and being within the said Parish of *Corfe* alias *Corfe Castle* aforesaid; all which said Messuages, Lands, Tenements, Hereditaments, and Premises hereinbefore mentioned, are now in the Occupation of the said *William Morton Pitt*, his Tenants or Undertenants, together with all Houses, Outhouses, Edifices, Buildings, Mills, Barns, Stables, Offices, Courts, Yards, Gardens, Orchards, Backsides, Easements, Lands, Demesne Lands, Meadows, Pastures, Tythes, Sheep Walks, Sheep Sleights, Commons, Common of Pasture and Turbary, Feedings, Wastes, Waste Grounds, Woods, Underwoods, Trees, Hedges, Ditches, Mounds, Fences, Fishings, Fowlings, Huntings, and Hawkings, Mines, Quarries, Rents, Dues, Duties, Services, Reliefs, Escheats, Heriots, Issues, Fines, Amerciaments, Ways, Paths, Passages, Ponds, Streams, Locks, Wears, Waters, Watercourses, Courts Leet, Courts Baron, View of Frankpledge, and whatsoever to View of Frankpledge belongeth, Perquisites and Profits of Courts, Wrecks of the Sea, Waifs, Estrays, Goods and Chattels of Felons and Fugitives, Felons of themselves, Persons outlawed, waived, and put in Exigent, Deodands, Fairs, Markets, Tolls, Customs, Treasure found or to be found; and all other Rights, Royalties, Franchises, Liberties, Privileges, Jurisdictions, Profits, Commodities, Advantages, Emoluments, Hereditaments, and Appurtenances whatsoever to the said Manor or Lordship, or reputed Manor or Lordship, Capital and other Messuages, Farms, Lands, Tenements, Hereditaments, and Premises hereinbefore particularly described, or any of them, or any Part thereof belonging or in anywise appertaining, or with them, or any of them, now or at any Time heretofore held, used, occupied, or enjoyed, or accepted, reputed, deemed, taken, or known as Part, Parcel, or Member thereof, or of any Part thereof, or appurtenant thereto; all which Premises hereinbefore particularly described, are specified in the Schedule hereto, together with the annual Rent thereof; and all and singular other the Manors or Lordships, Capital and other Messuages, Lands, Tenements, Hereditaments, and Premises, in the said County of *Dorset*, with all and every of the Rights, Members, and Appurtenances thereto belonging, which in and by the said Indentures of Lease and Release of the Eighth and Ninth Days of *December* One thousand seven hundred and seventy-eight, were settled, limited, or assured to the several Uses therein mentioned, or intended so to be; and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits, of all and singular the same Premises, all of which would be worth to let the annual Rent of One thousand two hundred Pounds, and upwards, shall, from and immediately after the passing of this Act, be settled upon and vested in, and the same are hereby from thenceforth settled upon and vested in *James Fox of Bramham*

ham Park, in the County of *York*, Esquire, and *James Farrer* of *Lincoln's Inn Fields*, in the County of *Middlesex*, Esquire, their Heirs and Assigns, freed and absolutely acquitted, exonerated, and discharged, of and from all and every the Uses, Trusts, Estates, Term for Years, Annuities, Charges, Powers, Privileges, Limitations, and Agreements, in and by the said Will of the said *William Pitt*, and the said recited Indentures of Lease and Release of the Eighth and Ninth Days of *December* One thousand seven hundred and seventy-eight respectively, limited, provided, declared, or agreed, of and concerning the said Premises respectively, or any of them; and also freed and discharged of and from all other the Estate, Right, Title, Interest, Claim, and Demand whatsoever, of every or any Person or Persons whomsoever, claiming or to claim by, from, through, or under the said *William Pitt*, deceased, or the said recited Indentures of Lease and Release (save and except the Leases or Agreements for Leases to the Tenants or Occupiers of the said Lands, Tenements, and Hereditaments, or any Part thereof), 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 respectively; (that is to say) upon Trust that they the said *James Fox* and *James Farrer*, or the Survivor of them, or the Heirs and Assigns of such Survivor, shall and do with all convenient Speed, with the Consent and Approbation of the said *William Morton Pitt*, to be signified in Writing under his Hand, and in case of his Death, then with the like Consent and Approbation of the Person or Persons for the Time being entitled to the Rents and Profits of the said Hereditaments hereby vested and settled as aforesaid, or of the Hereditaments to be purchased in lieu thereof; and in case of the Infancy of such Person or Persons, then with the like Consent and Approbation of his, her, or their Guardian or Guardians, sell and dispose of, and convey all and every the said Manor or Lordship, Capital and other Messuages, Lands, Tenements, Hereditaments, and Premises so hereby vested in them as aforesaid, with their and every of their Rights, Members, and Appurtenances, and the Fee Simple and Inheritance thereof, either intire or in Parcels, unto any Person or Persons who shall be willing to become the Purchaser, or Purchasers thereof for the best Price or Prices that can reasonably be got for the same; and shall and do, upon Payment by the Purchaser or respective Purchasers of his or their Purchase Money into the Bank of *England*, in Manner herein-after directed, convey and assure the same Premises respectively which shall be so sold, and for which the Purchase Money shall be so paid into the Bank, unto and to the Use of such Purchaser or Purchasers, and of his and their respective Heirs and Assigns, or as he or they shall direct or appoint.

Money arising from the Sale, to be applied, under the Direction of the Court of Chancery, in the Purchase of Estates to be settled to the same Uses.

II. And it is hereby further enacted and declared, That all and every the Sum and Sums of Money to arise by such Sale or Sales, shall be laid out and disposed of under the Direction of the Court of Chancery, as soon as conveniently may be, by them the said *James Fox* and *James Farrer*, or by the Survivor of them, or his Heirs, by and with the Consent and Approbation of the said *William Morton Pitt*; or in case of his Death, then by and with such Consent and Approbation as aforesaid, in the Purchase of Manors, Messuages, Lands, Tenements, or Hereditaments, to be situate in the said County of *Dorset*, on which there shall be a Mansion House of equal or greater Value with or than the Mansion House of *Encombe* aforesaid, and to be held for a clear and indefeasible Estate of Inheritance in Fee Simple in Possession

Possession (but whereof any Part, not exceeding One Sixth Part of the Whole of what shall be so purchased, may, if the Parties so think fit, be Customary or Copyhold Lands, or Tenements of Inheritance) free from Incumbrances, except Fee Farm, Chief, or Quit Rents; all which Manors, Messuages, Lands, Tenements, or Hereditaments so to be purchased, shall thereupon be conveyed, settled, and assured to, for, upon, and under and subject to such and so many of the Uses, Trusts, Intents, and Purposes, Powers, Provisoos, Declarations, and Agreements, in and by the said recited Indenture of Release of the Ninth Day of *December* One thousand seven hundred and seventy-eight, limited, expressed, and declared of and concerning the said Manor, Capital Messuage or Mansion House, and other Messuages, Lands, Tenements, and Hereditaments hereby vested and settled as aforesaid, as shall be then existing undetermined or capable of taking Effect.

III. And it is hereby further enacted, That the Certificate or Certificates of the Accountant General of the said Court of Chancery, of the Payment into the Bank of the respective Purchase Monies arising by Sale of the said Hereditaments hereby vested and settled as aforesaid, together with the Receipt or Receipts of the Cashier or Cashiers of the Bank of *England* thereunto annexed, and therewith filed in the Register's Office of the said Court of Chancery, shall from Time to Time, and at all Times be, and be deemed a good and sufficient Discharge to the Purchaser or Purchasers of the same Hereditaments respectively, for his, her, and their respective Purchase Money; and such respective Purchaser and Purchasers, his, her, and their respective Heirs, Executors, Administrators, and Assigns, from thenceforth shall be, and is and are hereby absolutely acquitted, exonerated, and discharged of and from the same; and he, she, or they, or any of them, shall not, after the filing such Certificate or Certificates, and Receipt or Receipts, be answerable or accountable for any Loss, Misapplication, or Non-application of such respective Purchase Money, or any Part thereof.

Certificate of the Accountant General, together with the Receipt of the Cashier of the Bank, shall be deemed a sufficient Discharge.

IV. And be it further enacted, That in the mean Time, and until such Sale or Sales of the said Premises hereby vested and settled, shall be made as aforesaid, the said *James Fox* and *James Farrer*, and their Heirs, shall permit and suffer the Rents, Issues, and Profits thereof, or of such Part thereof as shall remain unfold, to be received and taken by such Person or Persons who ought or would be entitled to receive the same in case this Act had not been made.

Until the Sale, Rents to be received by the Person entitled.

V. And be it further enacted, That upon every such Sale and Conveyance of the said Hereditaments hereby vested and settled as aforesaid, all and every the Sum and Sums of Money arising or to be produced by such Sale and Sales, shall be paid by the Purchaser or Purchasers into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there *ex parte* the Purchaser or Purchasers of the Estate of the said *William Morton Pitt* Esquire, pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter the Thirty-second, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of King *George* the Second, Chapter the Twenty-fourth; and shall, when so paid in.

Purchase Money to be paid into the Bank.

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be laid out in the Purchase of Navy or Victualling Bills, or Exchequer Bills; and the Interest arising from the Money so 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 shall be found and approved of as herein-before directed; and until the same shall upon a Petition, setting forth such Approbation, to be preferred to the said Court of Chancery in a summary Way, by and at the Expence of the said *William Morton Pitt*, or of the Person or Persons entitled to the next Estate of Freehold or Inheritance in the Lands and Hereditaments so to be purchased as aforesaid, be ordered to be sold by the said Accountant General for the compleating such Purchase, in such Manner as the said Court shall think just and direct; and if the Money arising by the Sale of such Navy, Victualling, or Exchequer Bills, shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then and in that Case only, the Surplus shall be paid to such Person or Persons respectively, as would have been entitled to receive the Rents and Profits of the Lands directed to be purchased, in case the same had been purchased pursuant to this Act, or to the Representatives of such Person or Persons.

If Mr. Pitt
before the
Sale shall set-
tle an Estate
to the like
Uses, then the
Estate of *En-
combe* to be
conveyed to
Mr. Pitt.

VI. Provided always, and it is hereby further enacted, That if at any Time before the Sale of the said Hereditaments hereby vested and settled as aforesaid, the said *William Morton Pitt* shall, pursuant to an Order of the said Court of Chancery, to be made upon the Petition of him the said *William Morton Pitt* in a summary Way, convey, settle, and assure, or cause to be conveyed, settled, and assured, the Capital Mansion House at *Kingsdon Marlward* aforesaid, together with any Freehold Manors, Messuages, Lands, Tenements, or Hereditaments thereto near or adjoining, either belonging to him or to any other Person or Persons, situate or arising in the said County of *Dorset*, clear of all Incumbrances, and being of an Estate of Inheritance in Fee Simple, and of equal or greater Value to or than the Capital Mansion House of *Encombe* aforesaid, and the Manors and other Hereditaments hereby vested and settled as aforesaid, or to or than such Part thereof as shall remain unfold, with the Appurtenances, to, for, and upon, and under and subject to such and so many of the Uses, Trusts, Intents, and Purposes, Powers, Provisoos, Declarations, and Agreements, in and by the said recited Indenture of Release of the Ninth Day of *December* One thousand seven hundred and seventy-eight, limited, expressed, and declared of and concerning the said Manors and other Hereditaments hereby vested and settled, as shall be then existing undetermined and capable of taking Effect; then and in such Case it shall and may be lawful to and for the said *James Fox* and *James Farrer*, or the Survivor of them, his Heirs or Assigns, and they or he are or is hereby required, immediately thereupon, to convey and assure all the said Manors and other Hereditaments hereby vested and settled as aforesaid, or such Part thereof as shall then remain unfold, with the Appurtenances, unto and to the Use of him the said *William Morton Pitt*, his Heirs and Assigns for ever, to and for his and their own Use and Benefit; any Thing

Thing herein contained to the contrary thereof in anywise notwithstanding.

VII. Saving always to the King's most Excellent Majesty, His Heirs ^{General} and Successors, and to all and every other Person and Persons, Bodies ^{Saving.} Politick and Corporate, his, her, and their respective Heirs, Executors, and Administrators (other than and except the said *William Morton Pitt*, and the First and other Son and Sons of the said *William Morton Pitt* to be begotten, and the respective Heirs Male of the Body and Bodies of such Son and Sons, and the right Heirs of the said *William Pitt* the Testator, and the respective Trustees named in the said Will, and in the said Indenture of Release of the Ninth Day of *December* One thousand seven hundred and seventy-eight, as well for the said Term of Ninety-nine Years, as for the Purpose of preserving the contingent Remainders thereby limited or devised, and their respective Heirs, Executors, Administrators, and Assigns; and all and every other Person or Persons claiming or to claim any Use, Estate, Trust, Interest, Term of Years, Annuity, Charge, or Incumbrance, of, in, to, or out of the said respective Manors, Capital and other Messuages or Tenements, Hereditaments and Premises, hereby vested in Trust to be sold as aforesaid, or any of them, by virtue of or under the said Will, or the said Indentures of Lease and Release of the Eighth and Ninth Days of *December* One thousand seven hundred and seventy-eight respectively), all such Estate, Right, Title, Interest, Claims, and Demands, of, in, to, or out of the said Manor, Capital and other Messuages, Lands, Tenements, and other Hereditaments herein-before directed to be sold as aforesaid, or any of them, or any Part thereof, as they, every, or any of them had before the passing of this Act, or could or might have had, held, and enjoyed, in case this Act had not been made.

VIII. And be it further enacted, That this Act shall be, and be deemed ^{Publick Act:} and taken to be a Publick Act, and shall be taken Notice of and allowed as such by all Judges, Justices, and others, in all Courts and Places whatsoever, without the same being specially pleaded.

The SCHEDULE to which the foregoing ACT refers.

ESTATES and PLACES.	Quantity of Land.	TENANTS or OCCUPIERS.	Annual Rent, where let separate.	Estimated Annual Value, where unlet, or let with other Lands.
DORSET.	A. R. P.		£. s. d.	£. s. d.
ENCOMBE:				
Manor of Encombe, in the Parish of Corfe Castle, in the Isle of Purbeck, with the Appurtenances.		} In Hand - - -	- - -	650 - -
Capital Mansion House and Farm of Encombe, in the Parish of Corfe Castle afore said - - - - - }	606 2 32			
KINGSTON:				
Kingston or Westhill Farm, in the Parish of Corfe Castle and Isle of Pur- beck - - - - - }	402 2 23	Angel James - - -	270 - -	
Part of Blackenwell Ewe Leaze - - - - - }	26 0 0	John Hopkins - - -	- - -	15 18 -
Part of East Lynch Ewe Leaze, and a Meadow called Howard - - - }	60 1 23	Thomas Kent - - -	- - -	56 15 4
Bucking House and Garden	- - -	In Hand - - -	- - -	2 - -
Cottage and Garden - - -	- - -	Richard Beavis, Junior	2 2 -	
Cottage and Garden - - -	- - -	Henry Damon - - -	1 10 -	
Cottage and Garden - - -	- - -	Richard Beavis - - -	- 2 -	{ But va- lued at } 2 - -
Cottage and Garden - - -	- - -	William Grant - - -	- 2 -	{ But va- lued at } 2 - -
First Share of Blinfield Mead, containing Seven Acres, or thereabouts, and of Goosehams, and Part of the First Share of Hollish Mead - - - }	- - -	Thomas Kent - - -	- - -	9 13 1½
First Share of Moor or Moor Mead, now called Long Mead, containing Four Acres, and the remaining Part of the First Share of Hollish Mead - - - }	- - -	John Hopkins - - -	- - -	10 15 6
Woody Ground and Cop- pice called Pinnock Wood, otherwise Norden Wood - - - - - }	30 0 0	{ William Morton Pitt, Esquire, and Barker Chifney - - - }	- - -	7 17 6
Total Number of Acres -	1,125 2 38			956 19 5½
			£. 273 16 -	
		Annual Rent - - -	- - -	273 16 -
		Total Annual Value - £.	- - -	1,230 15 5½

Thomas Salisbury.