



ANNO QUADRAGESIMO SEXTO

GEORGI III. REGIS.

Cap. 54.

An Act to enable the Duchess Dowager of *Dorset*, or other the Guardians for the Time being of the Infant Children of the Most Noble *John Frederick* late Duke of *Dorset*, to execute Leases for long Terms of Years, and to execute Conveyances of Lands within the Manor of *Bexhill*, otherwise *Beckesley*, in the County of *Sussex*, for working Mines and other Substances within or under the same; and for other the Purposes within mentioned.

[23d May 1806.]

WHEREAS by Indentures of Lease and Release bearing Date respectively the First and Second Days of *January* One thousand seven hundred and ninety, the Release being of Six Parts, and made or expressed to be made between *John Frederick* late Duke of *Dorset*, of the First Part; *Arabella Diana* now Duchess Dowager of *Dorset* (then *Arabella Diana Cope* Spinster), of the Second Part; the Right Honourable *Frederick Howard* Earl of *Carlisle*, and the Right Honourable *George Capel Coningsby* commonly called *Viscount Malden*, now Earl of *Essex*, of the Third Part; the Right Honourable *George Evelyn Boscarwen* Viscount *Falmouth*, and the Right Honourable *Charles* Lord *Hawkesbury* now Earl of *Liverpool*, of the Fourth Part; *William Augustus Spencer Boscarwen* Esquire, and *Multon Lambard* Esquire of the Fifth Part; and the Honourable *Robert Banks Jenkinson* now Lord *Hawkesbury*, and the Reverend

Marriage Settlement, dated Jan. 1 & 2, 1790.

[Loc. & Per.]

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Sackville

Sackville Stephens Bale Clerk, of the Sixth Part; (being the Settlement executed previously to and in contemplation of the Marriage then intended and shortly afterwards solemnized between the said *John Frederick* late Duke of *Dorset* and the said *Arabella Diana* Duchess of *Dorset*) the Manor or Lordship or reputed Manor or Lordship of *Bexhill*, otherwise *Beckesley*, and divers Hundreds, Manors, Messuages, Farms, Lands, Teneiments, and other Hereditaments situate in the County of *Suffex*, were conveyed, settled, and assured, to certain Uses, and upon certain Trusts expressed and contained in the said Indenture of Release, and in Part herein-after mentioned, that is to say, (after the Solemnization of the said then intended Marriage) to the Use of the said *John Frederick* late Duke of *Dorset*, and his Assigns during his Life, without Impeachment of Waste; and after the Determination of that Estate, by Forfeiture, or otherwise, in the Lifetime of the said *John Frederick* late Duke of *Dorset*, to the Use of the said *Frederick Howard* Earl of *Carlisle*, and the said *George* Viscount *Malden* now Earl of *Essex*, and their Heirs, during the Life of the said *John Frederick* late Duke of *Dorset*, upon Trust, to preserve the contingent Remainders therein-after limited; and after the Decease of the said *John Frederick* late Duke of *Dorset*, to the Use and Intent that the said *Arabella Diana* Duchess of *Dorset*, and her Assigns, in case she should survive the said *John Frederick* late Duke of *Dorset*, should receive a Yearly Rent or Sum of Two thousand Pounds, during her Life, for her Jointure, with the usual Powers and Remedies of Distress and Entry, and Detention of Possession, and Perception of Rents and Profits, for recovering and enforcing the Payment of the same when in arrear, and with a Proviso for increasing the said annual Sum or yearly Rent of Two thousand Pounds, in a Case which hath not taken place and is now become impossible, and subject thereto, to the Use of the said *George* Viscount *Falmouth*, and *Charles* Lord *Hawkesbury* now Earl of *Liverpool*, their Executors, Administrators, and Assigns, for the Term of Ninety-nine Years, upon certain Trusts therein mentioned, for better securing the Payment of the said yearly Rent or Sum of Two thousand Pounds; and after the Expiration or sooner Determination of the said Term, to the Use of the said *William Augustus* *Spencer Boscarwen*, and *Multon Lambard*, their Executors, Administrators, and Assigns, for the Term of Eight hundred Years without Impeachment of Waste, upon certain Trusts therein expressed and contained, for raising Portions for the Daughters and younger Sons of the said *John Frederick* late Duke of *Dorset*, by the said *Arabella Diana* Duchess of *Dorset*, (that is to say), if but One younger Child, Eight thousand Pounds, and if Two or more younger Children Twelve thousand Pounds, and after the Expiration or sooner Determination of the said Term of Eight hundred Years, to the Use of the First and every other Son of the said *John Frederick* late Duke of *Dorset*, by the said *Arabella Diana* Duchess of *Dorset*, severally and successively, according to their respective Seniorities in Tail Male; and in Default of such Issue to the Use of the said *Robert Banks Jenkinson* now Lord *Hawkesbury*, and *Sackville Stephens Bale*, their Executors, Administrators, and Assigns, for the Term of One thousand two hundred Years, for the raising, on a Failure of Issue Male of the said *John Frederick* late Duke of *Dorset*, by the said *Arabella Diana* now Duchess of *Dorset*, such further Sum in Addition to the said Sum of Twelve thousand Pounds, as with the said Sum of Twelve thousand Pounds would make up the Sum of Twenty thousand Pounds, in Augmentation of the Portions therein before provided for the Daughters and younger Sons of the said *John Frederick* late Duke of *Dorset*,

Dorset, by the said *Arabella Diana* Duchefs of *Dorset*; and after the Expiration or sooner Determination of the said Term of One thousand two hundred Years, to the Use of fuch Person or Persons for fuch Estate and Estates, with or without Power or Revocation, and in fuch Sort, Manner, and Form, and fubject to fuch Powers, Conditions, and Limitations, as the said *John Frederick* late Duke of *Dorset*, fhould by any Deed or Will, to be executed and attested as therein is mentioned, direct or appoint: And whereas the said *John Frederick* late Duke of *Dorset*, made and duly published his laft Will and Testament in Writing bearing Date the Twenty-eighth Day of *March* One thousand feven hundred and ninety-fix, and did thereby direct, limit, and appoint that the said Manor and other Hereditaments in the said County of *Suffex*, fhould immediately after his Deceafe, and Failure of Issue Male of his Body, by the said *Arabella Diana* Duchefs of *Dorset*, go, remain and be to the Use of the said *Arabella Diana* Duchefs of *Dorset*, and her Affigns, during her Life without Impeachment of Waste; and after the Determination of that Estate by Forfeiture, or otherwise, in her Life-time, to the Use of the Most Honourable *Granville* now Marquis of *Stafford* (then Earl *Gower*), and the said *George* Viscount *Malden*, now Earl of *Effex*, and their Heirs, during the Life of the said *Arabella Diana* Duchefs of *Dorset*, in Trust to preserve the contingent Remainders, and after the Deceafe of the said *Arabella Diana* Duchefs of *Dorset*, to the Use of the Heirs Male of the Body of the said *John Frederick* late Duke of *Dorset*; and for Default of fuch Issue to the Use of the Daughters of the said *John Frederick* late Duke of *Dorset*, in equal Shares as Tenants in Common in Tail, with crofs Remainders between or among them in Tail; and for default of fuch Issue, to the Use of the Right Honourable *Charles* Viscount *Sackville*, and the Heirs Male of His Body; and in Default of fuch Issue to the Use of the Honourable *George* *Germain*, Brother of the said *Charles* Viscount *Sackville*, and the Heirs Male of His Body; and for Default of fuch Issue to the Use of the said *Arabella Diana* Duchefs of *Dorset*, her Heirs and Affigns for ever; and by his Will the said *John Frederick*, late Duke of *Dorset*, appointed the said *Arabella Diana*, Duchefs of *Dorset*, Guardian of all his Children who fhould be under Age at the Time of his Death: And whereas the said *John Frederick*, late Duke of *Dorset*, departed this Life in the Year One thousand feven hundred and ninety-nine, without revoking or altering his said Will, leaving the said *Arabella Diana* Duchefs of *Dorset* him furviving, and leaving Issue Three Children, namely, the said *George John Frederick*, now Duke of *Dorset*, his only Son, and the Right Honourable Lady *Mary Sackville*, and the Right Honourable Lady *Elizabeth Sackville*, his only other Children: And whereas the said *George John Frederick*, now Duke of *Dorset*, is now an Infant of the Age of Thirteen Years, or thereabouts, and the said Lady *Mary Sackville* is now an Infant of the Age of Fourteen Years, or thereabouts, and the said Lady *Elizabeth Sackville* is now an Infant of the Age of Eleven Years, or thereabouts: And whereas it is apprehended that under the said Manor and Lands in the Parish of *Bexhill*, otherwise *Beckefley*, there are valuable Mines, Veins, Layers, and Strata of Freestone, Clay, Sand, Ironstone, Minerals, and other valuable Subftances: And whereas within the said Manor and Lands in *Bexhill*, otherwise *Beckefley* aforefaid, there are good Situations for building Houfes, Warehouses, and Manufactories and for making Wharfs, Docks, and Harbours: And whereasthere are Persons of Respectability willing to treat for the working and recovering of the said Mines, and for making the said Buildings, Wharfs, Docks, and Harbours; but the laid *George*

Will of the
late Duke of
Dorset, dated
March 28,
1796.

John

John Frederick now Duke of *Dorset*, is, by reason of his Infancy, unable to make or execute any Contracts, Conveyances, Leases, or Licences for the Purposes aforesaid, or any of them, and if by virtue of or under the Limitations contained in the said Will of the said *John Frederick*, late Duke of *Dorset*, the said *Arabella Diana* Duchess of *Dorset* shall become entitled to the actual Possession or actual Freehold of the said Manor and other Hereditaments, she the said *Arabella Dianna* Duchess of *Dorset* being only Tenant for Life of the same, will be unable to execute any such Contracts, Conveyances, Leases, or Licences that will be valid beyond the Term of her natural Life; and if by virtue of or under the Limitations contained in the said Will of the said *John Frederick* late Duke of *Dorset*, the said Lady *Mary Sackville* and Lady *Elizabeth Sackville* shall become entitled to the actual Freehold and Inheritance of the said Manors and other Hereditaments, during such Time as they shall respectively be under the Age of Twenty-one Years, they the said Lady *Mary Sackville* and Lady *Elizabeth Sackville* will during their respective Minorities be unable to make or execute any such Contracts, Conveyances, Leases, or Licences as aforesaid: Wherefore Your Majesty's most dutiful and loyal Subjects the said *Arabella Diana* Duchess of *Dorset*, on the Behalf of herself and on the Behalf and as Guardian of the said *George John Frederick* Duke of *Dorset*, Lady *Mary Sackville*, and Lady *Elizabeth Sackville*, and also the said *Charles* Viscount *Sackville*, and the said *George Germain*, 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 immediately from and after the passing of this present Act, it shall and may be lawful to and for the said *Arabella Diana* Duchess of *Dorset*, or other the Guardian or Guardians for the Time being of the said *George John Frederick* Duke of *Dorset*, during the Minority of the said *George John Frederick* Duke of *Dorset*, and to and for the said *Arabella Diana* Duchess of *Dorset*, as and when by virtue of the Devises or Limitations contained in the said Will of the said *John Frederick* late Duke of *Dorset*, she shall be entitled to the actual Possession or to the actual Receipt of the Rents of the said Manor and other the Hereditaments of and in *Bexhill*, otherwise *Beckesley* aforesaid, a Schedule or Particular of which said Lands is hereunto annexed, and also to and for the Guardian or Guardians for the Time being of the said Lady *Mary Sackville* and Lady *Elizabeth Sackville*, as or when under the Limitations contained in the said Will of the said *John Frederick*, late Duke of *Dorset*, they the said Lady *Mary Sackville* and Lady *Elizabeth Sackville*, or either of them, shall for the Time being be actual Tenant or Tenants in Tail of the said Manor and other Hereditaments of *Bexhill*, otherwise *Beckesley* aforesaid, or of any Part or Share of the same during their respective Minorities, by Indenture or Indentures to be by such Guardian or Guardians respectively, or by the said *Arabella Diana* Duchess of *Dorset*, when so actually entitled as aforesaid (as the Case may be), sealed and delivered in the Presence of and attested by Two or more credible Witnesses, to lease or demise, or to join in leasing or demising, all, every, or any of the Mines, Layers, Veins, Seams, and Strata of Freestone, Clay, Sand, Ironstone, and other Minerals or Substances found and discovered, or which shall or may at any Time or Times hereafter be opened, found, or discovered in, under, or upon the said Manor of and Lands in the Parish of *Bexhill*, otherwise *Beckesley* aforesaid, unto any Person or Persons, for any Term or Number of Years not exceeding

The Duchess of Dorset or the Guardians of the Duke, &c. may grant Leases of the Mines for 99 Years under the usual Restrictions.

Ninety-nine Years, to take effect in Possession and not in Reversion, or by way of future Interest, and to grant or join in granting to any such Lessee or Lessees, or to any other Person or Persons whomsoever, for any Term or Number of Years not exceeding Ninety-nine Years, to take effect in Possession, and not in Reversion, or by way of future Interest, full and free Liberty, Licence, Power, and Authority, to search, seek, dig, drive, win, work, and make Groves, Shafts, Drifts, Trenches, Sluices, Way-gates, Watergates, and Watercourses, and to erect any Furnace or Furnaces, Engines, Mills, or Gins, and to use all other lawful ways and Means, as well for the finding, discovering, winning, working, and getting the said Freestone, Clay, Sand, Ironstone, and other Minerals and Substances, forth and out of the said Mines and Quarries, as for the avoiding and carrying away Water, Foul Air, or Stench from, forth, and out of the same, and sufficient Ground-Room, Heap-Room, and Pit-Room, for laying, placing, and manufacturing of the Iron, Ironstone, Earth, Rubbish, and other Substances that shall from Time to Time proceed from, or be wrought, dug, or gotten out of the same; and also to grant to such Lessee or Lessees, or other Person or Persons as aforesaid, full and sufficient Way and Passage to and for them respectively, and their respective Agents, Workmen, or Servants, from Time to Time during the Continuance of the Term and Terms of Years to be by such Lease or Grant, Leases or Grants respectively granted or created, to take, lead, and carry away with Horses, Carts, Wains, Waggon, and other Carriages, all the said Freestone, Clay, Sand, Ironstone, Minerals, and other Substances to be wrought, won, and gotten forth and out of the said Mines and Quarries thereby to be demised or leased, or so to be opened and worked as aforesaid; and also full and free Liberty, Licence, Power, and Authority, to erect, build, and set up in any convenient Place or Places near any of the said Mines and Quarries so to be demised or leased, or so to be opened or worked as aforesaid, all such Houses, Hovels, Lodges, Sheds, or other Buildings as shall from Time to Time be needful or convenient for standing, laying, and placing of Workmen, Work Houses, Work Gear, and Utensils to be used or employed in or about the working and carrying on of the Works of the said Mines and Quarries respectively; and also to dig and get up Stone, Sods, Peat, Clay, or Spar, for making, building, or repairing such Houses or other Buildings; and to do whatever else shall be deemed needful or requisite for, in, or about the winning, working, obtaining, getting, washing, cleansing, and smelting of Iron, Ironstone, and other Minerals and Substances forth and out of the said Mines and Quarries; and for the manufacturing, leading, and carrying away the same, so as by such Demises, Leases, or Grants there be respectively reserved and made payable, during the Continuance of the Term or Terms of Years to be thereby respectively created, the best and most improved yearly Rent or Rents, or Sum or Sums of Money, Tolls, Duties, Royalties, and Reservations that can be reasonably had or gotten for the same, and so as such Demises, Leases, or Grants so to be made as aforesaid, be made without taking any Fine, Premium, or Foregift, or any Thing in the Nature of a Fine, Premium, or Foregift for the same, and so as in every such Demise, Lease, or Grant so to be made, there be contained a Condition or Power of Re entry, or a Power to make void, or determine the same for Non-payment of the Rent or Rents, Sum or Sums of Money, Tolls, Duties, Royalties, or Reservations thereby respectively

tively to be reserved or made payable, and so as the respective Lessees or Grantees do execute Counterparts of all such Demises, Leases, or Grants as shall be made to them respectively, and do enter into such Covenants and Agreements for the working and managing of the said Mines and Works, and for the building, repairing, and keeping in repair the Messuages and Buildings mentioned in such Leases or Grants respectively, as the Person or Persons making such Leases or Grants respectively shall judge expedient, and for rendering and paying the Rent or Rents, Sum or Sums of Money, Tolls, Duties, Royalties, and Reservations thereby to be made payable.

Power to convey any Part of the Estate, or to lease the same for a like Term of 99 Years, for erecting Buildings, Wharfs, &c.

II. And be it further enacted, That it shall and may be lawful to and for the said *Arabella Diana* Duchess of *Dorset*, or other the Guardian or Guardiands for the Time being of the said *George John Frederick* Duke of *Dorset*, during the Minority of him the said *George John Frederick* Duke of *Dorset*, and to and for the said *Arabella Diana* Duchess of *Dorset*, as and when by virtue of the Devises and Limitations contained in the said Will of the said *John Frederick* late Duke of *Dorset*, she shall be entitled to the actual Possession or to the actual Receipt of the Rents of the said Manor and other Hereditaments of and in *Bexhill*, otherwise *Beckesley* aforesaid, and also to and for the Guardian or Guardians for the Time being of the said Lady *Mary Sackville* and Lady *Elizabeth Sackville*, as or when under the Limitations contained in the said Will of the said *John Frederick*, late Duke of *Dorset*, they the said Lady *Mary Sackville* and Lady *Elizabeth Sackville*, or either of them, shall for the Time being be actual Tenant or Tenants in Tail of the said Manor and other Hereditaments of *Bexhill*, otherwise *Beckesley* aforesaid, or any Part or Share of the same during their respective Minorities, by Indenture, to be by such Guardian or Guardians respectively, or by the said *Arabella Diana* Duchess of *Dorset*, when so actually entitled as aforesaid, as the case may be, sealed and delivered in the Presence of and attested by Two or more credible Witnesses, from Time to Time, either absolutely to convey any sufficient Part or Parts of the said Manor and other Hereditaments in *Bexhill*, otherwise *Beckesley* aforesaid, to any Person or Persons, his, her, or their Heirs and Assigns, for ever, or to lease or demise the same to any Person or Persons whomsoever, or for any Term or Terms for Years not exceeding Ninety-nine Years, in Possession, and not in Reversion, or by way of future Interest, and either with or without Covenants for perpetual Renewal for the Purpose of erecting any House or Houses, Outhouses, Edifices, Buildings, or Structures thereon, and the making any Gardens, Paddocks, or other Conveniences thereto, or for the erecting, making, or forming of Engines, Warehouses, Wharfs, Locks, Docks, Piers, Harbours, and other Conveniences for the Purposes of Trade or Commerce, or for the Purpose of laying out any Plot or Plots, Quantity or Quantities, Parcel or Parcels of Ground, as or for any Way or Ways, Passage or Passages for the Use and Convenience of the Lessee or Lessees, and other the Tenant or Tenants, or Occupier or Occupiers of the said Hereditaments and Premises so to be conveyed or demised, or for the Purpose of rebuilding or repairing any Messuages, Buildings, Engines, Warehouses, Wharfs, Locks, Docks, Piers, Harbours, and other Conveniences, which shall or may at any Time or Times hereafter be standing or being in or upon any Part or Parts of the said Manor and Lands, or for the Purpose of digging
out

out Foundations for such Erections, Buildings, Engines, Warehouses, Wharfs, Locks, Docks, Piers, Harbours, and other Conveniences, and using the Soil and Materials thereon to the best Advantage, and for the Purposes aforesaid, or any of them, to enter into such Contract or Contracts, Agreement or Agreements, as the Person or Persons entitled for the Time being to execute such Conveyances or Demises as her-in-before is mentioned shall think proper; so that there be actually made payable on every such Conveyance in fee, and agreed to be made payable on every such Contract or Agreement for a Conveyance in fee, a yearly Rent or yearly Rents of not less than Three Times the present annual Value of the Land so actually granted, or so contracted and agreed to be granted, as aforesaid; and so that there be actually reserved on every such Demise or Lease for Years, and agreed to be reserved on every such Contract or Agreement for a Lease for Years, the best and most improved yearly Rent or Rents, to be payable during the Continuance thereof, that can or may be reasonably had or gotten for the Land so to be demised or leased, without taking any Fine, Premium, or Foregift, or any Thing in the Nature of a Fine, Premium, or Foregift, for entering into or executing any such Conveyance, Lease, or Contract, to be payable by Two equal Payments in every Year, and to be attended with the usual Power or Remedy of Distress; and so that there be contained in every such Conveyance, Demise, or Lease, and agreed on in every such Contract to be inserted in the Conveyance or Lease made in pursuance thereof, a Condition of Re-entry on Non-payment of the Rent or Rents thereby to be respectively reserved; and so that the Lessee or Lessees be not by any Clause or Clauses, or Words to be contained in such Lease or Leases, Demise or Demises, made punishable of Waste, or exempted from Punishment for committing Waste, (except for any Houses, Edifices, Buildings, or Structures that shall be pulled down for the Purpose of erecting or building others, or Improvement of the same, or for the Convenience or Advantage thereof), and so that every such Grantee or Lessee do execute a Counterpart or Counterparts of such Conveyance or Lease respectively, and do thereby covenant for the Payment of the Rent to be thereby respectively reserved and made payable.

III. And be it further enacted by the Authority aforesaid, That every Conveyance, Grant, Demise, and Lease to be made in pursuance of this Act, shall be good and effectual in the Law to all Intents and Purposes, and that the Grantees or Lessees, to be in such Conveyances, Demises, Leases, or Grants, respectively named, their respective Heirs, Executors, Administrators, and Assigns, paying the Rent or Rents, Tolls, Royalties, and Reservations thereby respectively reserved or made payable, and performing the Covenants, Conditions, and Agreements, therein on their Parts respectively contained, shall and may hold and enjoy the Premises so to them respectively conveyed, demised, leased, or granted according to the Purport of such Conveyances, Demises, Leases, or Grants, respectively,

Conveyances made under this Act to be good in Law.

IV. And be it further enacted by the Authority aforesaid, That the Rents to be reserved or made payable on every Conveyance to be made in pursuance of this Act, shall be reserved or made payable to the Person or Persons who for the Time being would, under the said Indenture of Settlement, and the said Will of the said *John Frederick* late Duke of *Dorset*, have

Reserved Rents to whom payable.

have been entitled to the Hereditaments comprised in such Conveyance if this present Act had not been made.

Royalties, &c.
payable to
the Persons
to whom the
Freehold shall
belong.

V. And be it further enacted by the Authority aforesaid, That all Rents, Tolls, Duties, Royalties, and Reservations to be reserved or made payable on the Demises, Leases, or Grants to be made in pursuance of this Act, shall be reserved or made payable unto and be for the Benefit of the Person or Persons to whom the immediate Freehold, Remainder, or Reversion of the Hereditaments to be comprised in such Demises, Leases, or Grants, shall for the Time being belong, or appertain; any Thing herein contained to the contrary notwithstanding.

Attested
Copies of
Leases and
Conveyances
to be delivered
to Trustees.

VI. And be it hereby further enacted, That as and when the said *Arabella Diana* Duchess of *Dorset* shall either in her Capacity of Guardian of the said *George John Frederick* Duke of *Dorset*, or as actual Tenant for Life of the said Manor and other Hereditaments of and in *Bexhill*, otherwise *Beckesley* aforesaid, under the Devises contained in the said Will of the said *John Frederick* late Duke of *Dorset*, or other the Guardian or Guardians for the Time being of the said *George John Frederick* Duke of *Dorset*, or the Guardian or Guardians for the Time being of the said *Lady Mary Sackville* and *Lady Elizabeth Sackville*, shall execute any Conveyance or Conveyances, or Lease or Leases, or Demise or Demises, under the Powers and Authorities herein before contained, they the said *Arabella Diana* Duchess of *Dorset*, or other the Guardian or Guardians for the Time being of the said *George John Frederick* Duke of *Dorset*, or the Guardian or Guardians for the Time being of the said *Lady Mary Sackville* and *Lady Elizabeth Sackville* so severally executing such Lease or Leases as aforesaid, shall covenant with the Right Honourable *John* Earl of *Upper Ossory* and *Charles Drummond* of *Charing-cross* Esquire, their Executors, Administrators, and Assigns (they the said *John* Earl of *Upper Ossory* and *Charles Drummond* being named and appointed for this Purpose by the said *Charles* Viscount *Sackville*) that they the said *Arabella Diana* Duchess of *Dorset* or other the Guardian or Guardians for the Time being of the said *George John Frederick* Duke of *Dorset*, or the Guardian or Guardians for the Time being of the said *Lady Mary Sackville* and *Lady Elizabeth Sackville* respectively, shall and will give to the Trustees so to be appointed as hereinbefore is mentioned, their Executors, Administrators, and Assigns, attested Copies of the Conveyances or Leases by them respectively executed as aforesaid, and also that they the said *Arabella Diana* Duchess of *Dorset*, or other the Guardian or Guardians for the Time being of the said *George John Frederick* Duke of *Dorset*, or the Guardian or Guardians for the Time being of the said *Lady Mary Sackville* and *Lady Elizabeth Sackville* so executing such Leases respectively, shall covenant with the said *John* Earl of *Upper Ossory* and *Charles Drummond*, their Executors, Administrators, and Assigns, to give to them the said *John* Earl of *Upper Ossory* and *Charles Drummond*, their Executors, Administrators, and Assigns, a true and full Account of the Rents, Issues, and Profits, accruing from such Conveyance or Conveyances, or Lease or Leases, and to pay to them the said *John* Earl of *Upper Ossory* and *Charles Drummond*, their Executors, Administrators, or Assigns, one equal Third Part or Share of the Net Money which shall be received, or which shall accrue from the Royalty,
Rents,

To Account
with Trustees
for the Rents,
&c.

Rents, and Produce of the Mines, Minerals, and other Substances reserved in and by the said Conveyance or Conveyances, or Lease or Leases, within one Month after the same shall be received.

VII. And be it further enacted, That all and every the Sum and Sums of Money which shall be received by the said *John Earl of Upper Ossory* and *Charles Drummond*, in pursuance of this Act, shall be paid by them 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 their Account there *ex parte* the Trustees of the Estate of the said *John Frederick* late Duke of *Dorset*, deceased, pursuant to the method prescribed by the Act of the Twelfth Year 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, there to remain until the same shall upon a Petition to be preferred to the High Court of Chancery in a summary Way by the Person or Persons who shall according to the Uses limited or directed to be limited by the said Indenture of the Second Day of *January* One thousand seven hundred and ninety, and the said Will of the said *John Frederick* late Duke of *Dorset*, be for the Time being beneficially entitled in Possession to the Real Estates of the said *John Frederick* late Duke of *Dorset* if such Person or Persons shall be of full Age, but if such Person or Persons shall be under the Age of Twenty-one Years then by his or their Guardian or Guardians, be laid out in the Purchase or Purchases of Freehold Manors, Lands, Tenements, or Hereditaments, or of Copyhold Lands, Tenements, or Hereditaments, which may respectively be approved of by the said Court of Chancery as being convenient to be holden or enjoyed with the Bulk of the said Manors and Hereditaments devised by the said Will of the said *John Frederick* late Duke of *Dorset*; and upon or from and immediately after the making such Purchase or Purchases, the Manors, Messuages, Lands, Tenements, and Hereditaments so to be purchased shall be conveyed settled and assured to, for, and upon such and so many of the Uses, Trusts, Intents, and Purposes, and under and subject to such and so many of the Powers, Provisoes, Limitations, and Restrictions in and by the said Indenture of the Second Day of *January* One thousand seven hundred and ninety, and the said Will of the said *John Frederick* late Duke of *Dorset*, limited, expressed, and declared of or concerning the Manors and other Hereditaments devised by the said Will as shall be then subsisting and capable of taking effect, or as near thereto as Circumstances will admit.

Trustees to pay the Money received by them into the Bank.

VIII. And be it further enacted, That all Sums of Money which shall be paid into the Bank in the Name of the said Accountant General in Manner herein-before directed, shall in the mean Time and until the same Monies shall be invested in the Purchase of Lands, Tenements, and Hereditaments be from Time to Time laid out in the Purchase of Navy or Victualling or Transport Bills or Exchequer Bills, and the Interest arising from the Money so laid out in the said Navy, or Victualling or Transport Bills, or Exchequer Bills, and the Money received for the same as they shall respectively be paid off by Government, shall be laid out in the Name of the said Accountant General in the Purchase of other Navy or Victualling, or Transport Bills, or Exchequer Bills, all which said Navy and Victualling

To be vested in Navy Bills, &c. till laid out in Lands.

[*Loc. & Per*]

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and

and Transport and Exchequer Bills shall be deposited in the Bank in the Name of the said Accountant General, and shall there remain until the same shall upon Petition to be preferred to the High Court of Chancery in a summary Way, by or on Behalf of the Person or Persons for the Time being entitled to the Rents and Profits of the Hereditaments so to be purchased, be ordered to be sold by the said Accountant General, for the completing any Purchase hereby authorized to be made as aforesaid, in such Manner as the said Court shall think just and direct; and if the Money arising by the Sale of any such Navy, Victualling, Transport, or Exchequer Bills, which shall have been purchased as aforesaid 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 Representatives of such Person or Persons.

Expences of
the Act to
be first paid.

IX. Provided always, and be it hereby further enacted and declared, That previously to the Payment of any Part of the said Rents, Issues, and Profits to the Trustees so to be appointed as herein-before is mentioned, the Costs, Charges, and Expences attending the applying for and obtaining this present Act, and for carrying the same into Execution, shall be first paid and satisfied, and the said *Arabella Diana* Duchefs of *Dorset*, or other the Guardian or Guardians for the Time being of the said *George John Frederick* Duke of *Dorset*, or the Guardian or Guardians for the Timebeing of the said *Lady Mary Sackville* and *Lady Elizabeth Sackville* respectively, shall, by and out of the said Rents, Issues, and Profits, which shall be received from the said Leases, Demises, or Conveyances, pay, satisfy, and discharge the said Costs, Charges, and Expences accordingly.

Power to ap-
point new
Trustees.

X. And be it hereby further enacted and declared, That if the said *John* Earl of *Upper Ossory* and *Charles Drummond*, or any Trustee to be appointed in their or either of their Stead, as herein-after is mentioned, or their respective Executors or Administrators, shall depart this Life, or decline to act in the Trusts hereby created, then and so often as it shall so happen, it shall be lawful for the High Court of Chancery, in a summary way, upon the Petition of the said *Charles* Viscount *Sackville*, during his Life, and after his Decease of the Person or Persons who for the Time being shall, under the Devises or Limitations contained in the said Will of the said *John Frederick* late Duke of *Dorset*, be entitled to the said Manor and other Hereditaments of and in *Bexhill* otherwise *Beckesley* aforesaid, for an Estate in Tail in Possession or in Remainder immediately expectant on the Decease of the said *Arabella Diana* Duchefs of *Dorset*, if such Person or Persons shall be of full Age; and of his, her, or their Guardian or Guardians, during his, her, or their Minority or respective Minorities, from Time to Time to make an Order for nominating and appointing any Person or Persons to be a Trustee or Trustees in the Place or Stead of the Trustee so dying, or refusing or declining to act; and that upon the Appointment of any such new Trustee the said Trust Estate and Trust Fund shall be vested in the new Trustee or Trustees, jointly with the surviving or continuing Trustee or Trustees, or solely, as Occasion shall

shall require; and every such new Trustee shall be vested with and have the same Trusts, Powers, and Authorities; as the Trustee in whose Room he shall be so appointed.

XI. Provided always; and it is hereby further enacted and declared; That the Trustees hereby appointed, or to be appointed as herein before is mentioned, shall not be answerable the one for the other of them; or for any involuntary Loss; and that it shall be lawful for them out of the Trust Monies to reimburse themselves, their Costs, and Expences in discharging the Trusts hereby reposed in them.

Trustees not to be accountable to each other.

XII. Saving always; to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Persons and Person, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators (other than and except the said *George John Frederick* now Duke of *Dorset* and the Heirs Male of his Body, and the said Lady *Mary Sackville* and the Heirs of her Body; and the said Lady *Elizabeth Sackville* and the Heirs of her Body, and the said *Charles Viscount Sackville* and the Heirs Male of his Body; and the said *George Germain* and the Heirs Male of his Body, and the said *Arabella Diana Duchess of Dorset*, her Heirs, Executors, Administrators; and Assigns, and the said *Frederick Earl of Carlisle*, and the said *George* now Earl of *Essex*, and their Heirs, or the Trustees or Trustee for the Time being under the said recited Indenture of Settlement, for preserving the contingent Remainders thereby limited, and the said *Granville Marquis of Stafford*, and *George* now Earl of *Essex*, and their Heirs, or the Trustees or Trustee for the Time being under the said Will of the said *John Frederick* late Duke of *Dorset*, for preserving the contingent Remainders thereby devised, and their Heirs; and the said *George Viscount Falmouth*, and *Charles Lord Hawkesbury* now Earl of *Liverpool*, their Executors, Administrators, and Assigns, and the said *William Augustus Spencer Boscawen*, and *Multon Lambard*, their Executors, Administrators, and Assigns; and the said *Robert Banks Jenkinson* now Lord *Hawkesbury*, and *Sackville Stephens Bale*, their Executors, Administrators, and Assigns, or other the Trustees or Trustee for the Time being of the Terms of Ninety-nine Years, Eight hundred Years, and One thousand two hundred Years, by the said recited Indenture of Settlement severally created as herein-before is mentioned; and all and every other Persons and Person whomsoever, claiming or to claim any Estate, Right, Title, Interest, Claim, or Demand, of, in, to, or out of the said Manor and other Hereditaments of and in *Bexhill* otherwise *Beckesley* aforesaid, under the said recited Indenture of Settlement, or the said Will of the said *John Frederick* late Duke of *Dorset*) all such Estates, Rights, and Interests as they, or any of them have or hath, or could or might have held or enjoyed in case this present Act had not been made.

General Saving.

XIII. And be it enacted, That this Act shall be printed by the Printer to the King's most Excellent Majesty, and a Copy thereof so printed shall be admitted as Evidence thereof by all Judges, Justices, and others.

King's Printer's Copy Evidence.

The

The SCHEDULE referred to by the above Act.

The Manor of BEXHILL with the Rights, Members,
and Appurtenances.

Farms.	Tenants Names.	Parishes.	Number of Acres.			Annual Rent.
			A.	R.	P.	£. s. d.
Court Lodge -	Stephen Brooks	} Bexhill } otherwise } Beckesley	339	2	32	} 430 — —
Coading - -	Arthur Brooks		477	3	21	
Cluntins - -	—		223	3	29	
High Woods -	—		72	3	38	
			1,114	2	—	

W. James.

LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN, Printers
to the King's most Excellent Majesty. 1806.