



ANNO QUINQUAGESIMO

GEORGI II. REGIS.

Cap. 175.

An Act for vesting certain Estates in the County of *Kent*, late of *Henry Lyell* Esquire, deceased, in Trustees, to be sold, and for applying the Money arising from the Sale thereof, for defraying the Expences of inclosing certain Lands in the County of *Cambridge*, and for investing the Surplus Money in the Purchase of other Estates, to be settled to the subsisting Uses of the Will and Codicils of the said *Henry Lyell*.

[9th June 1810.]

WHEREAS *Henry Lyell*, late of *Bourn*, in the County of *Cambridge*, Esquire, deceased, duly made, signed and published his last Will and Testament, bearing Date the Twenty-sixth Day of *August*, One thousand seven hundred and ninety-five; and thereby, after making certain Provisions out of his Personal Estate for *Catherine Lyell*, his Wife, in Bar of her Dower, the said Testator gave and devised all his Messuages, Lands, Tenements, Hereditaments, and Real Estate, whatsoever and wheresoever, (except certain leasehold Estates therein mentioned,) unto the Right Honourable *William Wyndham* Lord *Grenville*, Colonel *John Drouly* and *William Frogatt* Gentleman, and their Heirs, to the Use of them and their Heirs, in Trust for his Grandson, *George John West*, Earl *De Lawarr*, and his Assigns, during his Life,
[Loc. & Per.]

Recital of
the Will of
Henry Lyell,
Esquire,
26th Aug.
1795.

(subject nevertheless to a Proviso thereafter contained, for making good out of the Rents and Profits thereof Two Annuities, thereafter given to his, the said Testator's said Wife, and his Daughter *Catherine Countess De Lawarr*, respectively,) without Impeachment of Waste, and with such Powers as are therein mentioned; and from and immediately after the Decease of his said Grandson, in Trust for the First and other Sons of the Body of his said Grandson successively in Tail Male; and in Default of such Issue, in Trust for all and every the Daughter and Daughters of the Body of his said Grandson, as Tenants in Common in Tail with cross Remainders in Tail, between or among them if more than one; and if all such Daughters except One should die without Issue, or there should be but One such Daughter, in Trust for such surviving or only Daughter in Tail; and in Default of such Issue, in Trust for his Grand-daughter *Lady Catherine West*, in Tail; and for Default of such Issue, in Trust for his said Daughter *Catherine Countess De Lawarr*, in Tail; and in Default of such Issue, in Trust for his own right Heirs for ever: And the said Testator thereby directed, that from and after his said Grandson the said *Earl De Lawarr* should attain the Age of Ten Years, his said Trustees, the said *Lord Grenville*, *John Drouly* and *William Frogatt* and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, should take upon them the Tutition and Guardianship of his said Grandson: and he did thereby appoint them his Guardians during his Minority: And whereas the said *Henry Lyell* duly made, signed, and published a Codicil to his said Will, bearing Date the Twenty-third Day of *January* One thousand seven hundred and ninety-six, and thereby after reciting amongst other Things that he was desirous of appointing the Honourable *Frederick West*, Brother of his late Son-in-Law *Earl De Lawarr*, a Trustee and Executor of his said Will, with the said *Lord Grenville*, *John Drouly* and *William Frogatt*, the said Testator gave and devised all his Messuages, Lands, Tenements, Hereditaments and Real Estate whatsoever and wheresoever, (except the said Leasehold Estates in his said Will excepted as aforesaid) unto the said *William Wyndham*, *Lord Grenville*, *John Drouley*, *Frederick West* and *William Frogatt*, and their Heirs, to the Use of them and their Heirs, upon the several Trusts for the several Intents and Purposes, and under and subject to the several Powers, Provisoes, Declarations and Agreements, in and by his said in part recited Will mentioned and declared of and concerning the same: And whereas the said *Henry Lyell* duly made, signed and published another Codicil to his said Will, bearing Date the Seventeenth Day of *April* One thousand seven hundred and ninety-seven, and thereby charged the Legacies, Devises or Bequests, in his said Will, in Favour of his said Grandchildren respectively, with the Payment to his said Daughter, *Countess De Lawarr*, of the Sum of Two thousand five hundred Pounds, in a certain Event therein specified: And whereas the said *Henry Lyell* departed this Life on or about the Twenty-sixth Day of *August* One thousand eight hundred and three, without having revoked or altered his said Will and Codicils, as to the Disposition of his Real Estate, or as to the Guardianship of his said Grandson, leaving the said *Catherine Countess De Lawarr* his Heir at Law: And whereas the said *William Frogatt* hath since departed this Life: And whereas the said *George John Earl De Lawarr* is a Minor, of the Age of Eighteen Years or thereabouts, and unmarried: And whereas the said *Lady Catherine West* has attained her Age of Twenty-one Years, and

First Codicil
to the said
Will, 23d
Jan. 1796.

Second Co-
dicil to the
said Will,
17th April,
1797.

Death of
Henry Lyell,
26th Aug.
1803.

Death of
*William Fro-
gatt*,
*Earl De La-
warr* a Mi-
nor.

and is unmarried: And whereas Part of the Real Estate devised by the said Will of the said *Henry Lyell* and the said First Codicil thereto respectively as aforesaid consists of a Farm and Lands at *New Trench*, in the Parishes of *Tonbridge* and *Shipborne* in the County of *Kent*, hereinafter particularly mentioned and described, which Premises are in the Occupation of *Ambrose Bradbury*, under an Agreement for a Lease for Six Years from *Michaelmas*, One thousand eight hundred and seven, at the yearly Rent of One hundred and fourteen Pounds; and other Part of the said devised Estates consists of certain Lands and other Hereditaments of considerable Value, situate in the Parishes of *Bourn*, *Hastingfield*, and *Harston*, in the County of *Cambridge*: And whereas by an Act of Parliament made and passed in the Forty-ninth Year of the Reign of His present Majesty, intituled, *An Act for inclosing Lands in the Parish of Bourn, in the County of Cambridge*, it was (amongst other Things) enacted, that it should be lawful for the Commissioners therein appointed, on Application being made to them in Writing by the Husbands, Guardians, Trustees, Committees or Attornies, of any Owners or Proprietors, being under Coverture, Minors, Lunatics, Persons beyond the Sea, or under any other Disability, or by any of the said Owners or Proprietors being Tenants in Tail or for Life or Lives, or for any other Contingency, to sell and absolutely dispose of any Part or Parts of the Allotments to be made in *Bourn* aforesaid, belonging to such incapacitated Persons, for the Purpose of defraying his, her or their Share or Shares of the Costs and Charges of obtaining and executing the said Act, and of fencing and subdividing his, her or their Allotment or Allotments, in case the same should be fenced and subdivided, and such Part or Parts of the said Allotments should be sold in Manner therein mentioned; and the Money arising from such Sale was directed to be paid to the said Commissioners, to enable them to defray such last mentioned Charges and Expences: And whereas by an Agreement in Writing, bearing Date the Seventeenth Day of *June* One thousand eight hundred and nine, *Richard Fitch* of *Stammore* in the County of *Middlesex*, Land Surveyor on Behalf of the Persons entitled under the said Will and First Codicil of the said *Henry Lyell*, hath contracted and agreed with *John Sargeant*, of *Lower Gower Street* in the Parish of *Saint Giles in the Fields* in the County of *Middlesex*, Esquire, for the absolute Sale to him, the said *John Sargeant*, of the said Farm and Lands at *New Trench* aforesaid, with the Timber and Timber-like Trees growing thereon, for the Sum of Six thousand Pounds: And whereas it would be for the Benefit of the several Persons interested in the said devised Estates, if the said Farm and Lands at *New Trench* were vested in Trustees to carry into Effect the said recited Contract with the said *John Sargeant*, or in case the same shall not be completed and the Purchase Money paid according to the Tenor thereof, then to sell the same to any other Person or Persons, and the Monies arising from the Sale of the said Farm and Lands to be applied for or towards defraying the Share of the said *George John Earl De Lawarr*, or other the Person or Persons for the Time being in Possession of the said devised Estates under the Trusts of the said Will and First Codicil of the said *Henry Lyell*, of the Costs and Charges of obtaining and executing the said recited Act, of and fencing and subdividing his, her or their Allotment or Allotments, in case the same shall be subdivided; and the Surplus Money, after paying and discharging all such Costs and Charges as aforesaid, together with the Expences attending the obtaining and executing of this Act, to be invested in the Purchase

Lady Catherine West unmarried, The real Estates devised by Henry Lyell's Will.

Recital of Act 49th Geo. 3d, for inclosing Lands in Bourn, Cambridgeshire.

Agreement for Sale of Part of the devised Estates, 17th June 1809.

That the Sale will be beneficial for the Persons interested under the Will.

For vesting
the Farm in
Kent in Trust-
tees, to be
conveyed to
the Purcha-
sers thereof.

chase of other Estates contiguous to the said devised Estates in the said County of *Cambridge*, to be vested in the said *William Wyndham* Lord *Grenville*, *John Drouly* and *Frederick West*, or the Survivors or Survivor of them, or his Heirs, upon such of the Trusts and under and subject to such of the Powers and Provisoos in and by the said Will and Codicils declared or contained of and concerning the Estates thereby devised, as shall be then subsisting, undetermined, or capable of taking Effect; but by Reason of the Trusts or Limitations contained in the said Will and Codicils of the said *Henry Lyell*, the Purposes aforesaid cannot be effected without the Aid and Authority of Parliament: Wherefore your Majesty's most dutiful and loyal Subjects, the said *William Wyndham* Lord *Grenville*, and *John Drouly*, on Behalf of their Infant Ward the said *George John* Earl *De Lawarr*, and the said Lady *Catherine West*, and *Catherine Countess De Lawarr*, do most humbly beseech Your Majesty, That it may be enacted, and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all that Messuage, Tenement, and Farm-house wherein one *George Walter*, deceased, formerly dwelt, called or known by the Name of *New Trench*, or by what other Name or Names the same now is or hath at any Time been called or known, with the Barns, Stables, Stalls, Granaries, Oast-houses, Malt-kiln, Out-houses, Edifices, Buildings, Closes, Yards, Gardens, Orchards and all other the Rights, Members and Appurtenances thereunto belonging or appertaining; and also all those several and respective Pieces or Parcels of Land hereinafter particularly mentioned, and called or known by the Name or Names following: that is to say,—the *Dung Mizen Mead*, the *Peacock Field*, alias the *Brooms Penwood*, the *Four Acres*, the *Slip*, the *Heathfield*, the *Peacock Wood*, the *Six Acres*, the *Hop Garden Field*, the *Hop Garden Mead*, the *Gill Field*, the *Little Gill Field*, the *Acres*, *William's Field*, the *Six Acres*, the *Cow Grass Field*, the *Kiln Field*, the *Ten Acres*, the *Five Acres*, the *Great Mead*, the *Eight Acres*, the *Six Acres*, the *Woodfield*, and the *Barnfield*, and which are now in the Possession or Occupation of the said *Ambrose Bradbury*, his under Tenants or Assigns, and contain together One hundred and fifty-three Acres, One Rood, and Sixteen Perches, be the same more or less, and are situate, lying, and being in the Parish of *Tonbridge* aforesaid, in the said County of *Kent*: and also all that One other Messuage or Tenement, with the Yards, Gardens, Orchards and One Field or Piece, or Parcel of Land to the said last mentioned Messuage or Tenement belonging, and therewith used, occupied and enjoyed, containing by Estimation Three Acres, more or less, situate, lying and being in the Parish of *Schipborne* in the said County, and to the said last mentioned Messuage adjoining, and is abutting and bounding to the *Barnfield* hereinbefore mentioned towards the South, towards the Lands of *Thomas Blatcher* towards the West, to a Lane leading from *New Trench House* to *Schipborne*, towards the East, and to another Lane leading from *Thomas Blatcher's House* to *Schipborne* aforesaid towards the North, all which said last mentioned Messuage or Tenement, with the Yard, Garden, Orchard and Field or Piece or Parcel of Land, now are in the Tenure or Occupation of the said *Ambrose Bradbury*, his Under-tenants or Assigns, all which said Lands, Tenements and Hereditaments, are also described in the Schedule to this Act annexed: And also all and singular Houses, Outhouses, Edifices, Buildings, Gardens,

dens, Timber, and other Trees, Commons, Ways, Paths, Passages, Easements, Waters, Watercourses, Liberties, Privileges, Hereditaments and Appurtenances whatsoever, to the same Messuages, Lands, Tenements and Hereditaments, or any of them, or any Part thereof belonging or in anywise appertaining, or with the same or any of them, or any Part thereof, 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, shall, from and after the passing of this Act, be vested in and settled upon *Thomas Lightfoot* of *Castle-street* in the Parish of *Saint Martin in the Fields* in the County of *Middlesex*, and *Edward Robson*, of the same Place, Gentlemen, and the same are hereby, from henceforth, vested in and settled upon the said *Thomas Lightfoot* and *Edward Robson*, their Heirs and Assigns, to the Use of them the said *Thomas Lightfoot* and *Edward Robson*, their Heirs and Assigns for ever, freed and absolutely discharged, exempted and exonerated of and from all and singular the Trusts, Estates, Intails, Remainders, Limitations, Charges, Powers, Provisoos, and Declarations limited, expressed, or contained in or by the said Will and Codicils of the said *Henry Lyell*, or any of them, but upon the Trusts, and to and for the Ends, Intents, and Purposes hereinafter expressed and declared: that is to say, Upon Trust, that they the said *Thomas Lightfoot* and *Edward Robson*, and the Survivor of them, and the Heirs and Assigns of such Survivor, do and shall, upon Payment by the said *John Sargeant*, his Heirs or Assigns, of the said Sum of Six thousand Pounds into the Bank of *England*, in the Manner hereinafter mentioned, at the Request, Costs and Charges of the said *John Sargeant*, his Heirs or Assigns, convey and assure the said Lands, Tenements and Hereditaments hereby vested as aforesaid, and so agreed to be purchased by the said *John Sargeant* as aforesaid, unto and to the Use of the said *John Sargeant*, his Heirs and Assigns, or as he or they shall in that Behalf direct or appoint; and in case the said Contract with the said *John Sargeant* shall not be completed, and the said Purchase Money of Six thousand Pounds paid according to the Tenor of such Contract, and the Direction in this Act in that Behalf contained, then upon further Trust, that they the said *Thomas Lightfoot* and *Edward Robson*, and the Survivor of them, and the Heirs and Assigns of such Survivor, do and shall, with all convenient Speed, with the Approbation of the Person or Persons who, according to the Trusts declared or contained in and by the said Will of the said *Henry Lyell*, would for the Time being have been beneficially entitled to the Rents and Profits of the Hereditaments and Premises hereby vested and settled as aforesaid, if this Act had not been made; or if any such Person or Persons shall be an Infant or Infants, then with the Approbation of his, her or their Guardian or Guardians, to be testified by Writing under his, her or their Hand and Seal or Hands and Seals, make Sale and dispose of the said Lands, Tenements and Hereditaments hereby vested and settled as aforesaid, or such Part thereof as to which the said Contract shall not be completed as aforesaid, either together or in Parcels, and either by publick Auction or by private Contract unto any Person or Persons for the best Price or Prices in Money, that can at the Time of such Sale or Sales be reasonably obtained for the same, and upon Payment into the Bank in Manner hereinafter mentioned of the Purchase Money for which the same Hereditaments and Premises, or any Part thereof, shall be sold, do and shall convey and assure the same Hereditaments, so to be sold and disposed of, unto and to the Use of the Purchaser or Purchasers

thereof respectively and his, her or their Heirs and Assigns, or as he, she or they shall direct or appoint.

Purchase Monies to be paid into the Bank, and applied under the Direction of the Court of Chancery, in defraying the Expence of the said Inclosure and in purchasing of Lands in the said County of Cambridge, to be settled to the same Uses as the Estate sold.

II. And be it further enacted, That the said *John Sargeant*, or his Heirs or Assigns, and such other Purchaser or Purchasers under the Authority of this Act as aforesaid, shall pay his, her or their Purchase Monies into the Bank of *England*, in the Name and with the Privity of the Accountant-General of the High Court of Chancery in *England*, to be placed to his Account, there “*ex parte* the Purchasers of the Estate of *Henry Lyell*, deceased,” pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-second, and the general Rules and Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of King *George* the Second, Chapter Twenty-fourth, there to remain until the same shall, under any Order of the said Court made, (upon any Petition or Petitions to be preferred to the said High Court of Chancery in a summary Way, by the Person or Persons, who according to the Trusts declared by the said Will of the said *Henry Lyell*, would for the Time being have been beneficially entitled to the Rents and Profits of the Hereditaments hereby vested and settled as aforesaid, if this Act had not been made, 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, her or their Guardian or Guardians,) be paid to the Commissioners under the said in part recited Act, for or towards defraying the Share of the said *George John Earl De Lawarr*, or other the Person or Persons entitled in Possession as aforesaid, of the Costs and Charges of obtaining and executing the said in part recited Act, and of fencing and subdividing his, her or their Allotment or Allotments, in case the same shall be fenced and subdivided, and the Surplus thereof, if any, be laid out in the Purchase of Freehold 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 Hereditaments in the said County of *Cambridge*, devised by the said Will and First Codicil of the said *Henry Lyell*, and upon or immediately after the making such Purchase or Purchases, the Lands and Hereditaments so to be purchased shall be conveyed and assured unto and to the Use of the said *William Wyndham* Lord *Grenville*, *John Drouley*, and *Frederick West*, or the Survivors or Survivor of them, or his Heirs, upon, for, with, under and subject to such and so many of the Trusts, Intents, Purposes, Charges, Powers, Provisoos, Limitations, and Declarations in and by the said Will and Codicils of the said *Henry Lyell* expressed or declared, and contained of or concerning the said Hereditaments so devised by the same Will as aforesaid, as shall be then subsisting or capable of taking Effect, or as near thereto as Circumstances will admit.

Till the Monies shall be applied as before directed, the same shall be laid out in Navy Victualling,

III. And be it further enacted, That all Sums of Money which shall be paid into the said Bank in the Name of the said Accountant General in Manner hereinbefore directed, or so much thereof as shall not be ordered by the said Court of Chancery to be applied in the Payment of Costs and Expences, according to the Directions hereinafter contained, shall in the mean Time, and until the same Monies shall be applied in the Manner hereinbefore expressed, be from Time to Time laid out in the
Pur-

Purchase of Navy and 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 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, or Transport Bills, or Exchequer Bills; all which said Navy, and Victualling, and Transport and Exchequer Bills shall be deposited in the said Bank in the Name of the said Accountant General, and shall there remain until the same shall, upon a Petition to be preferred to the said Court of Chancery, in a summary Way, by or on Behalf of the Person or Persons who for the Time being would be entitled to the Rents and Profits of the Hereditaments so to be purchased, in case the same were then actually purchased and settled, be ordered to be sold by the said Accountant General for any of the Purposes hereby authorized; and if the Money arising by the Sale of any such Navy, or Victualling, or Transport, or Exchequer Bills shall exceed the Amount of the original Purchase Money so laid out in the Purchase thereof as aforesaid, then and in that Case only the Surplus, which shall remain after discharging the Expences of the Application to the Court, shall be paid to such Person or Persons respectively as would have been entitled to receive the Rents and Profits of the Hereditaments directed to be purchased, in case the same had been purchased pursuant to this Act, or to the Representatives of such Person or Persons.

Transport, or
Exchequer
Bills.

IV. Provided always, and be it further enacted, That it shall be lawful for the said Court of Chancery from Time to Time, if to the same Court it shall seem meet, to make an Order for the taxing or settling all Costs, Charges and Expences which shall have been incurred preparatory to, or in applying for, and in obtaining this Act, and in making the several Applications to the said Court in pursuance thereof, and in applying all or any of the Monies which under this Act shall be paid into the said Bank for the Purposes and in Manner hereinbefore expressed, and of settling the Lands and Hereditaments so to be purchased as aforesaid according to the Directions herein contained, or otherwise in carrying the Trusts and Purposes of this Act into Execution; and also from Time to Time to make an Order, if to the same Court it shall seem fit, for Payment of all such Costs, Charges, and Expences as aforesaid out of the Monies which shall be so paid into the Bank as aforesaid, or out of the Monies arising by Sale of the Navy, Victualling, Transport, and Exchequer Bills to be purchased as aforesaid, and to make all such further and other Orders as shall be necessary and expedient in carrying the Trusts and Purposes of this Act into Execution.

Power for
the Court of
Chancery to
make Orders
for taxing
Costs, if ne-
cessary.

V. And be it further enacted, That the Certificate or Certificates of the said Accountant General, together with the Receipt or Receipts of One of the Cashiers of the Bank to be thereto annexed, and therewith filed in the Register Office of the said Court of Chancery, of and for the Payment into the Bank of *England* by the said *John Sargeant*, or his Heirs or Assigns, or other the Purchaser or Purchasers of the Hereditaments hereby authorized to be sold, of his, her or their Purchase Monies respectively, shall from Time to Time be and be deemed to be good and effectual Discharge and Discharges to the said *John Sargeant*

Receipt of
the Cashier,
with the Ac-
countant
General's
Certificate,
to be Dis-
charges to
Purchasers.

or

or such Purchaser or Purchasers, and to his, her, or their respective Heirs, Executors, Administrators, and Assigns, for the said Purchase Monies, or so much thereof for which such Certificates and Receipts shall be respectively given; and after filing such Certificates and Receipts as aforesaid the said *John Sargeant*, or such other 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.

Until the said *John Sargeant*, or any other Purchaser, shall become entitled to receive the Rents of the Estate vested in the Trustees, they shall permit the Rents to be received by such Persons as would have been entitled thereto if this Act had not been made.

If the Estate vested in the Trustees shall not be disposed of before *Earl De Lawarr* comes of age, and he shall then be desirous that the same shall not be sold, all the Trusts declared by this Act for the Sale thereof shall cease.

VI. And be it further enacted, That in the mean Time, and until the said *John Sargeant*, his Heirs or Assigns, shall become entitled to the Receipt of the Rents and Profits of the said purchased Premises under his said Contract, or until such Sales shall be made as aforesaid of the Hereditaments hereby authorized to be sold, they the said *Thomas Lightfoot* and *Edward Robson*, and the Survivor of them, and the Heirs and Assigns of such Survivor, shall stand and be seised of the same Hereditaments, or such Part or Parts thereof as for the Time being shall remain unsold, in Trust for, and shall permit and suffer the Rents and Profits thereof to be received and taken by such Person or Persons as would respectively have been entitled to the said Hereditaments, and ought to have held and enjoyed the same, and received and taken the Rents and Profits thereof, in case this Act had not been made.

VII. Provided always, and it is hereby further enacted, That if the aforesaid Contract with the said *John Sargeant* shall not be completed, and the said *George John Earl De Lawarr*, after he shall have attained the Age of Twenty-one Years, and his Eldest or only Son for the Time being, or in Default of a Son or Sons his Daughter or Daughters for the Time being, (such Eldest or only Son, or such Daughters or Daughter then being of the Age of Twenty-one Years or upwards,) or if any Person who shall be of the Age of Twenty-one Years and upwards, and who if this present Act had not been made and passed would for the Time being have been entitled to an Estate in Tail Male, or in Tail in Possession, in the Hereditaments hereby vested and settled as aforesaid, shall at any Time or Times before the whole of the same Hereditaments shall be sold in pursuance of this Act, be desirous that the same Hereditaments, or such of them as for the Time being shall remain unsold, or any Part or Parts thereof, shall not be sold, and shall signify such their, his or her Desire by any Writing or Writings under their, his or her Hands or Hand, to the Trustees or Trustee for the Time being for carrying the Trusts of this Act into Execution, then and in every such Case all the Trusts, Intents, Purposes, Powers, Provisoes and Declarations hereinbefore declared and contained for the Sale of the said Hereditaments, shall as to the said Hereditaments so remaining unsold, or such of them as shall be so desired not to be sold, absolutely cease, determine and be at an End; and the same last-mentioned Hereditaments shall thereupon with all convenient Speed be conveyed by the said Trustees or Trustee for the Time being, unto and to the Use of the said *William Wyndham Lord Grenville*, *John Drouley* and *Frederick West*, or the Survivors or Survivor of them, or their or his Heirs, upon and for such Trusts, Intents and Purposes, and with, under and subject to such Charges, Powers, Provisoes, and Declarations as would have been subsisting therein, under or by

virtue

virtue of the said in part recited Will and Codicils, in case this Act had not been made, any Thing hereinbefore contained to the contrary thereof in anywise notwithstanding.

VIII. Provided always, and be it further enacted, That if both or either of them, the said *Thomas Lightfoot* and *Edward Robson*, or any future Trustee or Trustees who shall succeed or shall be appointed in the Stead or Place of them, or either of them, as hereinafter mentioned, shall die or desire to relinquish, or shall refuse or decline, or become incapable to act in the Trusts or Powers hereby reposed in them or him, or shall go out of *Great Britain* before the said Trusts shall be fully performed and executed, then and so often as any such Case shall happen it shall be lawful for the said High Court of Chancery in a summary Way, upon the Petition of such Person or Persons as for the Time being would be beneficially entitled to the Rents and Profits of the Hereditaments hereby made saleable, in case this Act had not been made, or if such Person or Persons shall be an Infant or Infants, then upon the Petition of his, her or their Guardian or Guardians, from Time to Time to nominate and appoint any Person or Persons to be proposed in the said Petition, or any other Person or Persons, to be a Trustee or Trustees in the Stead or Place of the Trustee or Trustees so dying, or desiring to be discharged, or going out of *Great Britain*, or refusing, declining, or become incapable to act as aforesaid, and when, and so soon and as often as any such Trustee or Trustees shall have been nominated and appointed in Manner aforesaid, all the Estates and Powers which shall be then vested in the Trustee or Trustees so dying, or desiring to be discharged, or refusing, declining or becoming incapable to act, or going out of *Great Britain* as aforesaid, either solely or jointly with the other Trustee or Trustees, shall thereupon with all convenient Speed be conveyed and transferred in such Sort and Manner, and so that the same Estates and Powers shall and may be legally and effectually vested in the surviving or continuing Trustee or Trustees thereof, and such new or other Trustee or Trustees, or in such new Trustee or Trustees only, as the Case may require, upon the same Trusts, and for the same Intents and Purposes, and with and subject to the same Powers as are hereinbefore declared of and concerning the same Estates, or such and so many of the same Trusts and Powers as shall be then subsisting or capable of taking Effect; and such new Trustee or Trustees shall and may in all Things act in the Management, carrying on, and Execution of the Trusts hereby created as fully and effectually, and with all the same Powers and Authorities, to all Intents, Effects, Constructions and Purposes whatsoever, as if he or they had been originally by this Act nominated a Trustee or Trustees for the Purposes aforesaid.

Power for
the Court of
Chancery to
appoint new
Trustees.

IX. Saving always to the King's most Excellent Majesty, and to his Heirs and Successors, and to all and every other Persons and Person, Bodies Politick and Corporate, and their respective Heirs, Successors, Executors and Administrators (other than and except the said *Catherine Lyell*, *Catherine Countess De Lawarr*, *George John Earl De Lawarr*, and *Lady Catherine West*, and the several and respective Sons and Daughters of the said *George John Earl De Lawarr* to be begotten, and the several and respective Heirs Male of the Bodies of such Sons, and the several and respective Heirs of the Bodies of such Daughters, and the Heirs of the respective Bodies of them the said *Lady Catherine West*, and *Catherine*

General
Saving.

Countess *DeLawarr*, and the said *William Windham* Lord *Grenville*, *John Drouly* and *Frederick West*, and their Heirs, and the right Heirs of the said *Henry Lyell*, and all and every other Person and Persons claiming or to claim any Right, Title or Interest of, in, to or out of the Lands and other Hereditaments hereby vested and settled as aforesaid, under or by virtue of the said Will and Codicils of the said *Henry Lyell*, or any of them) all such Estate, Right, Title, Interest, Claim and Demand whatsoever of, in, to or out of the same Lands and other Hereditaments, and every 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 or enjoyed in case this Act had not been made.

Act to be
printed by
the King's
Printer to be
Evidence.

X. And be it further 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.

The SCHEDULE to which the foregoing Act refers.

TENANT'S NAME.	DESCRIPTIONS.	QUANTITY.	Annual Value.
		A. R. P.	£. s. d.
AMBROSE BRADBURY, on a Lease for Six Years from Michael- mas, 1807.	A Messuage, Tenement or Farm called New Trench, in the Parish of Tonbridge, with the Barns, Stables, Stalls, Gra- naries, Oasthouses, Malt Kiln, and other Appurtenances there- to belonging. And also all those several Pieces or Parcels of Land, called The Dung Mixon Mead, The Peacock Field, alias The Brooms Pen Wood, The Four Acres, The Slip, The Heath Field, The Peacock Wood, The Six Acres, The Hop Garden Field, The Hop Garden Mead, The Gill Field, The Little Gill Field, The Acres, Williams's Field, The Six Acres, The Cow Grass Field, The Kiln Field, The Ten Acres, The Five Acres, The Great Mead, The Eight Acres, The Six Acres, The Wood Field, The Barn Field, containing together, by Esti- mation, - - - } One other Messuage or Te- nement, with the Appurte- nances. And one Field of Land to the same belonging, in the Pa- rish of Shipborne, containing by estimation, -	153 1 16	
		30 0	114 0 0
		156 1 16	114 0 0

The Timber and Store Trees growing on the said Estate are valued at 2,357*l.* 15*s.* 6*d.*

The Estate is sold for nearly 32 Years Purchase, exclusive of the above Timber and of the Lease, which is valued at Two Years Purchase.

RICHARD FITCH.

