



ANNO QUINQUAGESIMO

# GEORGI II. REGIS.

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## Cap. 199.

An Act for empowering the surviving Trustees under the Will of *Robert Austen* Esquire, deceased, to cut down certain Timber Trees on the devised Estates in the County of *Surrey*, and for applying the Monies thence arising in the Purchase of Estates, to be settled to the subsisting Uses of the same Will. [15th June 1810.]

WHEREAS *Robert Austen* Esquire, duly made and published his last Will and Testament in Writing, bearing Date the Twenty-sixth Day of *December*, in the Year One thousand seven hundred and ninety-six; and thereby gave, devised and bequeathed all and every his Manors, Messuages, Lands, Tenements, Tythes and Hereditaments, Freehold, Copyhold, and Leasehold, not in Settlement, and over which he had any Power of Disposition, and not therein before disposed of (though in Point of Fact no Disposition had been previously made in the said Will of any Real Estate), and also the Reversion in Fee of his Real Estates in the County of *Surrey*, which were in Settlement, and also all and every Part and Parcel of his Personal Estate, of what Nature or Kind soever, not thereby before disposed of (except his large Diamond Ring, his Books, Manuscripts, Pictures, Drawings, Medals, and Coins); unto *Henry Halsley* Esquire, *Lanoy Richard Couffmaker* Esquire, and *William Bray* Esquire, their Heirs, Executors and Administrators according to the different Nature and Quality of his said Estates respectively; in Trust to convey and assign the same Real and Personal Estates respectively, and all the Savings or Increase thereof, unto his Son *Henry Edmund Austen*, and his Heirs, Executors and Administrators for ever, when and

Will of  
Robert  
Austen Esq.  
dated Dec  
26, 1796.

so soon as he should attain his Age of Twenty-one Years, or marry before that Age, by and with the previous Consent and Approbation of his Guardian or Guardians, or the major Part of them then living; but in case he should marry before that Age without such Consent, the said Testator then directed his said Trustees, immediately on such Marriage, to convey, settle and assure all and every Part of his said Freehold and Copyhold Estates, to the Use of his the Testator's said Son *Henry Edmund*, therein called *Henry*, for his Life, with Remainder to Trustees and their Heirs during his Life, upon Trust to preserve Contingent Remainders, Remainder to the Use of the first and other Sons of his said Son *Henry Edmund*, severally and successively in Tail general, Remainder to the Use of the first and every other Daughter of his said Son severally and successively in Tail general; and in Default of such Issue, or in case his said Son should die under the Age of Twenty-one without having been married, then in Trust to convey, settle, and assure all and every his the Testator's said Freehold and Copyhold Estates to the said Testator's Daughter, *Frances Ann*, afterwards the Wife of *John Bedford* Esquire, (but in the said Will called by the name of *Frances*), her Heirs and Assigns for ever, in case she should attain the Age of Twenty-three Years, or marry before that Time, by and with the previous Consent and Approbation of her Guardian or Guardians then living, or the major Part of them then living; but in case she should marry before that Age without such Consent, the Testator then directed his said Trustees, immediately on such Marriage, to convey, settle, and assure the said Freehold and Copyhold Estates to the Use of the said *Frances Ann Bedford*, for her Life, with Remainder to Trustees, and their Heirs during her Life, upon Trust to preserve the Contingent Remainders, Remainder to the Use of the first and other Sons of the said *Frances Ann Bedford*, severally and successively in Tail general, Remainder to the Use of the first and every other Daughter of the said *Frances Ann Bedford*, severally and successively in Tail general; and in Default of such Issue, or in case the said *Frances Ann Bedford* should die under the Age of Twenty-three Years without having been married, then with Remainder to *Elizabeth Austen*, another of the said Testator's Daughters, her Heirs and Assigns for ever, in case she should attain her Age of Twenty-three Years, or marry under that Age, with such Consent and Approbation of Guardians as aforesaid, but if she should marry before that Age without such Consent and Approbation, then his said Trustees should settle the aforesaid Freehold and Copyhold Premises to the Use of the said *Elizabeth Austen* for her Life, with Remainder to Trustees to preserve Contingent Remainders, with Remainder to her first and other Sons, severally and successively in Tail general, Remainder to her first and other Daughters, severally and successively in Tail general; and in Default of such Issue, or in case the said *Elizabeth* should die under the Age of Twenty-three Years without having been married, then to the Use and Behoof of the above named *William Bray*, his Heirs and Assigns; and the said Testator appointed the said *Henry Halsey*, *Lannoy Richard Couffmaker*, and *William Bray*, joint Executors of his said Will: And whereas the said Testator duly signed and published a Codicil to his said Will, bearing Date the First Day of *November*, in the Year One thousand seven hundred and ninety-seven, and after reciting that the Trustees of Mr. *Webb* had proposed to sell him the Estate, commonly called *Titeing*, in the Parishes of *Saint Martha on the Hill* and *Sbalford*, in the said County of *Surrey*, or in some adjoining Parishes or Places; he the said Testator did, in case of his

Death

Codicil to  
the Will,  
dated Nov 1,  
1797.

Death before he should have completed the Purchase, authorize and expressly direct the Trustees and Executors named in his said Will, and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, to make or complete such Purchase as soon as might be, and to settle the said Estate when purchased to the Uses in his said Will directed concerning his other Estates, and he gave them Power to apply his Personal Estate for that Purpose: And whereas the said *Robert Austen* died on the Third Day of the same Month of *November* One thousand seven hundred and ninety-seven, without having revoked or altered the said Will otherwise than by the said Codicil, and without having revoked or altered the said Codicil, and the same Will and Codicil were duly proved by all the said Executors in the Prerogative Court of *Canterbury*: And whereas by a Decree of the High Court of Chancery, bearing Date on or about the Twenty-fifth Day of *June*, in the Year One thousand seven hundred and ninety-nine, in a Cause wherein the said *Frances Ann Bedford*, by her then Name of *Frances Ann Austen*, and *Elizabeth Austen*, both then Infants, by their Guardian were Plaintiffs, and the said *Henry Halsey*, *Lannoy Richard Coussmaker*, *William Bray*, and *Henry Edmund Austen* were Defendants, it was decreed that the said Will and Codicil of the said Testator *Robert Austen* were well proved, and that the same ought to be established, and the Trusts thereof carried into Execution; and by a subsequent Order made in the same Cause, on the Twenty-seventh Day of *November*, in the Year One thousand eight hundred and one, it was declared that the said Estate called *Titeing*, contracted for by the said Testator *Robert Austen*, and mentioned in the Codicil to his Will, was subject to the Uses in the said Will: And whereas the said *Henry Edmund Austen* intermarried with *Anne Amelia Bate*, his now Wife, on the Twenty-first Day of *October*, in the Year One thousand eight hundred and five, without the Consent of his Guardians or the major Part of them, as mentioned in the said Will of the said *Robert Austen*, he the said *Henry Edmund Austen* being then under the Age of Twenty-one Years: And whereas the said *Henry Edmund Austen* afterwards attained his Age of Twenty-one Years, *videlicet*, on the Twentieth Day of *May*, in the Year One thousand eight hundred and six: And whereas the said *Frances Ann Bedford* attained her Age of Twenty-one Years in the Month of *May* One thousand eight hundred, and intermarried with the said *John Bedford* with the Consent and Approbation of the major Part of her Guardians in the Month of *July* One thousand eight hundred, and afterwards attained her Age of Twenty-three Years: And whereas by another Decree of the said Court of Chancery, in a supplemental Suit, commenced by the said *John Bedford* and *Frances Ann* his Wife, and *Elizabeth Austen*, against the said *Henry Halsey*, *Lannoy Richard Coussmaker*, *William Bray*, and *Henry Edmund Austen*; and against *John Sewell* Doctor of Laws, therein stated to be out of the Jurisdiction of the said Court, bearing Date the Twenty-fourth Day of *November* in the said Year One thousand eight hundred and six, it was decreed that it should be referred to Mr. *Harvey*, one of the Masters of the said Court, to whom the said original Cause stood referred, to consider of a proper Settlement to be made of the Freehold and Copyhold Estates of the said Testator and of the Heir-looms, according to the Directions contained in his said Will: And whereas the said *John Bedford* died at *Barbadoes*, on the Twentieth Day of *September*, in the Year One thousand eight hundred and seven; and the said *Frances Ann*  
his

Decree of  
the Court of  
Chancery,  
dated 25th  
June, 1799.

Another  
Decree,  
dated  
24th Nov.  
1806.

Witnessed on her Passage from thence on the Twenty-eighth Day of *March*, in the Year One thousand eight hundred and eight, intestate, leaving Issue *Edward Henry Bedford* her eldest Son and Heir at Law, an Infant, now of the Age of Eight Years or thereabouts: And whereas the said *Henry Halsey* died on or about the Nineteenth Day of *June*, in the said Year One thousand eight hundred and eight, leaving his Co-trustees the said *Lannoy Richard Coussmaker* and *William Bray* him surviving: And whereas the said *Henry Edmund Austen* has Issue by the said *Anne Amelia* his Wife Two Sons, *videlicet*, *Robert Alfred Cloyne Austen* his eldest Son of the Age of Two Years or thereabouts, and *Henry Edmund* of the Age of One Year or thereabouts, and One Daughter of the Age of One Month or thereabouts: And whereas by another Decree made on the Second Day of *August* in the Year One thousand eight hundred and nine, in Two supplemental Suits, in one of which the said *Edward Henry Bedford* was Plaintiff, and the said *Lannoy Richard Coussmaker*, *William Bray*, *Henry Edmund Austen*, and *John Sewell* were Defendants, and in the other of which the said *Robert Alfred Cloyne Austen* was Plaintiff, and the before-named Persons were Defendants, it was decreed that the said *Robert Alfred Cloyne Austen* was entitled to the Benefit of the former Suit and Proceedings therein mentioned, and it was ordered that the said Master should consider of a proper Settlement as by the said Decree bearing Date the Twenty-fourth Day of *November* One thousand eight hundred and six, and a subsequent Order of the said Court bearing Date the First Day of *April* One thousand eight hundred and eight, was directed (the last-mentioned Order relating only to a Power of leasing being inserted in the same Settlement): And whereas by Indentures of Lease, Release and Settlement bearing Date respectively the Twelfth and Thirteenth Days of *March* in the Year One thousand eight hundred and ten, the Release and Settlement made between the said *Lannoy Richard Coussmaker* and *William Bray*, therein described as the surviving Devises in Trust named in the said Will of the said *Robert Austen*, deceased, of the First Part, the said *Henry Edmund Austen* of the Second Part, and *Westgarth Snaith*, Esquire, and *Edward Bray* Gentleman, of the Third Part, noticing therein that the said Master had approved of the Indenture now in Recital, as a proper Settlement to be made of the Freehold and Copyhold Estates of the said Testator, and of the Heir-looms according to the Directions contained in his said Will, it was witnessed that the said *Lannoy Richard Coussmaker* and *William Bray*, in pursuance of and obedience to the said recited Decrees or Orders of the said Court of Chancery, of the Twenty-fourth Day of *November* One thousand eight hundred and six, the First Day of *April* One thousand eight hundred and eight, the Second Day of *August* One thousand eight hundred and nine, and the Seventeenth Day of *February* One thousand eight hundred and ten; did grant, bargain, sell, alien, release, and confirm unto the said *Westgarth Snaith* and *Edward Bray* all and singular the Freehold Manors, Messuages, Lands, Tenements, Tythes and Hereditaments of the said Testator *Robert Austen*, not being in Settlement at the Time of his making his said Will, and over which he had any Power of Disposition, and which passed by his said Will, and also the Reversion in Fee of the Real Estates late of the said *Robert Austen* which were in Settlement at the Time of making his said Will, and all those the Manors or Lordships or reputed Manors or Lordships of *Tyteing* and *Sbalford Heath*, and the Farm called *Tyteing* and *Sbalford Heath Farm*, and the Messuages

Another Decree in Chancery, dated Aug. 2, 1809.

Indentures of Lease and Release, dated the 12th and 13th March, 1810.

Messuages, Lands and Hereditaments to the same belonging, being the Estate mentioned in the said recited Codicil called *Tyteing*, with their and every of their Rights, Members and Appurtenances; to hold the same, with their and every of their Rights, Members and Appurtenances, unto the said *Westgarth Snaith* and *Edward Bray*, their Heirs and Assigns, to the Use of the said *Henry Edmund Austen* and his Assigns for his Life, with Remainder to the said *Westgarth Snaith* and *Edward Bray* and their Heirs during his Life, upon Trust to preserve the Contingent Remainders, Remainder to the Use of the First and other Sons of the said *Henry Edmund Austen* successively in Tail general, Remainder to the Use of the First and other Daughters of the said *Henry Edmund Austen* successively in Tail general; and for Default of such Issue to the Use of the said *Lannoy Richard Coussmaker* and *William Bray*, the surviving Trustees named in the said Will of the said *Robert Austen*, their Heirs and Assigns for ever, upon such Trusts and for such Intents and Purposes as in the said Will of the said *Robert Austen* are created, limited or declared of and concerning the Manors and other Hereditaments, thereby devised to take Effect on Failure of Issue of the said *Henry Edmund Austen*, or upon and for such and so many of the said Trusts, Intents and Purposes as should be existing and capable of taking Effect; and in the said Indenture of Release is contained a Covenant from the said *Lannoy Richard Coussmaker* and *William Bray*, that they or the Survivor of them, or the Heirs of such Survivor, would surrender into the Hands of the Lords of the Manors of *Shalford Bradston* and *Shalford Clifford*, all the Copyhold Messuages, Lands, Tenements and Hereditaments, late of the said Testator *Robert Austen*, which are holden of the said Manors, to which Copyhold Premises they the said *Henry Halsey*, *Lannoy Richard Coussmaker*, and *William Bray* have been admitted as devisees in Trust in the said Will of the said Testator *Robert Austen*, and would also surrender all and every other the Copyhold or Customary Messuages, Lands, Tenements and Hereditaments late of the said Testator *Robert Austen*, and which passed by his said Will to the said *Henry Halsey*, *Lannoy Richard Coussmaker*, and *William Bray*, and to which they have been or are entitled to be admitted (if any such there be), into the Hands of the Lords of the Manors of which such Copyhold or Customary Premises are respectively holden, to the Use of the said *Henry Edmund Austen* and his Assigns for his Life, and after his Decease to the same Uses and in like Manner as is before-mentioned with respect to the Freehold Premises: And whereas the said *Henry Edmund Austen* and *Charles Bedford*, of *Doctors Commons* in the City of *London*, Esquire, and *George Bedford*, of *Bedford-Row* in the County of *Middlesex*, Esquire, were appointed, by an Order of the High Court of Chancery bearing Date the Twenty-first Day of *December* One thousand eight hundred and nine, Guardians of the said *Edward Henry Bedford*, the Infant Child and Heir at Law of the said *John Bedford* and *Francis Ann* his Wife, both deceased: And whereas there is a great Quantity of Timber standing on different Parts of the said Estates so limited to the said *Henry Edmund Austen* for his Life, with Remainders over, by the said recited Indentures of Lease and Release and Settlement of the Twelfth and Thirteenth Days of *March* One thousand eight hundred and ten, some of which ought to have been cut down several Years since, other Part is at its full Maturity and stands so thick that it would be of great Benefit and Advantage to the adjoining Trees, and to the Succession of Timber, to cut down under proper Management a considerable Number

[*Loc. & Per.*]

49 H

of

Guardians  
appointed for  
E. H. Bedford.

Timber on  
the Premises,  
vested in Trus-  
tees, and may  
be cut down  
and sold.

of the Timber Trees now standing on the same Estates: but by reason of the Limitations contained in the said recited Indenture of Release and Settlement of the Thirteenth Day of *March* One thousand eight hundred and ten, the several Purposes aforesaid cannot be effected without the Aid and Authority of Parliament; therefore Your Majesty's most dutiful and loyal Subjects the said *Henry Edmund Austen*, on behalf of himself and his Infant Children the said *Robert Alfred Cloyne Austen* and *Henry Edmund Austen*, and the said *Henry Edmund Austen*, *Charles Bedford* and *George Bedford* as Guardians of the said *Edward Henry Bedford*, 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 from and immediately after the passing of this Act, all and every the Timber Trees and other Trees which now are standing and growing, and which shall be standing or growing on the several Farms, Lands and Hereditaments in the County of *Surrey*, comprised in the said recited Indentures of the Twelfth and Thirteenth Days of *March* One thousand eight hundred and ten, and thereby limited in Use to the said *Henry Edmund Austen* for his Life as aforesaid, and comprised in the First Schedule to this Act annexed, save and except as hereafter mentioned, shall be and the same are hereby vested in the said *Lannoy Richard Couffmaker* and *William Bray*, their Executors, Administrators and Assigns, for and during the Term of the natural Life of the said *Henry Edmund Austen*, but without Prejudice to the Rights of the Lord or Lords of any Manors of which any Copyhold Lands may be holden, upon the Trusts and for the Intents and Purposes hereinafter expressed and declared, that is to say, upon Trust that they the said *Lannoy Richard Couffmaker* and *William Bray*, and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, do and shall when and so often as they or he in their or his Discretion shall think necessary and proper, with the Consent of the said *Henry Edmund Austen*, fell and cut down, or cause to be felled and cut down, in Manner hereinafter mentioned, all and every such Timber and other Trees as are mentioned and set forth in the Second Schedule to this Act annexed, and also all such Timber and other Trees as shall by virtue of any Order of the High Court of Chancery be authorized to be cut under the Power hereinafter contained, and to contract for the Sale of and sell and dispose of the same with the Bark, Branches, Lops and Tops thereof, either together or in Parcels, and deliver or cause to be delivered the said Timber Trees to any Person or Persons who shall be willing to purchase the same for the most Money and best Price that can at the Time of such Contract or Sale be reasonably had or obtained for the same, with full Liberty for the said *Lannoy Richard Couffmaker* and *William Bray*, or the Survivor of them, or the Executors, Administrators or Assigns of such Survivor, in case of Failure on the Part of any of the Purchasers of the Timber Trees and Bark, Branches, Lops and Tops in fulfilling the Conditions of the Sale thereof, to resell the same, and also with full Liberty from Time to Time to demand and sue for, and recover and receive all and every the Sum and Sums of Money which shall or may become payable for or in respect of any such Timber Trees, Bark, Branches, Lops and Tops, and to apply the Money from Time to Time to be received therefrom in the Manner and for the Purposes herein directed.

II. And

II. And be it further enacted, That it shall and may be lawful to and for the High Court of Chancery, on a Petition to be preferred in a summary Way by the said *Henry Edmund Austen*, to make an Order or Orders from Time to Time to refer to one of the Masters of the said Court, to enquire whether any and what Trees standing on the Estates mentioned in the said First Schedule to this Act, shall at that Time be of a Description which it may be desirable to cut down, and to make such Order or Orders thereupon for cutting down any such Trees as to the said Court shall seem proper.

Court of Chancery to direct what Trees shall be cut down.

III. And be it further enacted, That the Receipt or Receipts of the said *Lannoy Richard Coussmaker* and *William Bray*, and the Survivor of them, and the Executors, Administrators or Assigns of such Survivor, shall be a good and effectual Discharge to the Purchaser or Purchasers, of the said Timber Trees or of the Bark, Branches, Lops and Tops thereof, for so much of their respective Purchase Monies as in such Receipt or Receipts shall be expressed or acknowledged to be received; and that such Purchaser or Purchasers, after such Receipts shall be given, shall not be obliged to see to the Application of such Purchase Monies, or be answerable or accountable for any Loss, Misapplication or Non-application of the same or any Part thereof.

Receipts of the Trustees to be a sufficient Discharge for the Purchase Money.

IV. And be it further enacted, That it shall and may be lawful to and for the said *Lannoy Richard Coussmaker* and *William Bray*, and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, and also for all and every the Person and Persons, who shall or may at any Times or Time hereafter be or become a Purchaser or Purchasers, of all or any Part of such Timber Trees, Bark, Branches, Lops and Tops as aforesaid, by themselves or their Agents, Servants, Workmen or Labourers respectively, from Time to Time and at all proper Seasons and Times in the Year, with Horses, Carts and Carriages to enter and have Free Ingress and Egress in, upon and out of all and every the Lands and Grounds upon or near which the said Timber Trees are or shall be standing or growing, for the Purpose of peeling or barking the Oak Trees, and of felling, cutting down, sawing and carrying away all and singular such Timber Trees and the Bark, Branches, Lops and Tops thereof, making reasonable Satisfaction for any Damage which may be sustained by reason or means thereof.

Free Ingress and Egress for barking of Trees and felling of Timber.

V. And be it further enacted, That when and so soon as the Purchase Monies for the said Timber Trees, Bark, Branches, Lops and Tops, or any Instalment thereof, shall have been paid to the said Trustees or Trustee for the Time being as hereinbefore is mentioned, they the said *Lannoy Richard Coussmaker* and *William Bray*, and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, shall from Time to Time, as soon as the same shall amount to the Sum of Five hundred Pounds, pay the same 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 under the Title, *The Monies arisen by the Sale of the Timber on the settled Estates of Henry Edmund Austen Esquire*, 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 Orders of the said Court, and without

Purchase Money, as soon as it amounts to 500l. to be paid into the Bank.

Fee

Fee or Reward, according to the Act of the Twelfth Year of King *George* the Second, Chapter Twenty-four; and the Receipt or Receipts of any Cashier of the Bank of *England* for the said Money, and the Certificate of the said Accountant General annexed to the same, and filed in the Register Office of the said Court of Chancery, shall be an effectual Release and Discharge to the said Trustees or Trustee for the Time being, so paying the same for the Money therein mentioned and acknowledged to be received.

Money so paid into the Bank to be invested in Premises;

VI. And be it further enacted, That all the Monies which shall be paid into the Bank as aforesaid, after deducting such Costs, Charges, and Expences as herein mentioned, shall, upon a Petition to be presented to the said Court in a summary Way by the said *Henry Edmund Austen*, or in case of his Death, leaving Issue under Age, then on the Petition of the Guardian or Guardians of such Infant Issue, be laid out and invested in the Purchase or Purchases of Manors, Messuages, Lands, Tenements and Hereditaments of Inheritance in some County in *England*, as shall be approved of by the said Court; and from and immediately after the making of such Purchase or Purchases as aforesaid, the Manors, Messuages, Lands, Tenements and Hereditaments, so to be purchased shall be conveyed, settled and assured to the Use of the said *Henry Edmund Austen*, if then living, and his Assigns for his Life, with such and the like Power of leasing as is given to him in the Estates comprised in the said hereinbefore recited Indenture of Release and Settlement of the Thirteenth Day of *March* One thousand eight hundred and ten, with Remainder to the said *Westgarth Snaitb* and *Edward Bray*, and their Heirs, during the natural Life of the said *Henry Edmund Austen*, upon Trust in the usual Way to preserve the Contingent Remainders, with Remainder to such Uses, upon such Trusts, and for such Intents and Purposes as shall, at the Decease of the said *Henry Edmund Austen*, be subsisting and capable of taking Effect as to the Hereditaments limited and settled by the same Indenture of Release and Settlement, of the Thirteenth Day of *March* One thousand eight hundred and ten; and in case of the Death of the said *Henry Edmund Austen* previous to such Investment, then to such Uses, upon such Trusts, and for such Intents and Purposes as shall, at the Decease of the said *Henry Edmund Austen*, be subsisting and capable of taking Effect as to the Hereditaments limited and settled by the same Indenture of Release and Settlement, of the Thirteenth Day of *March* One thousand eight hundred and ten.

and in the mean Time laid out in the Purchase of Navy or Victualling Bills, &c.

VII. And be it further enacted, That in the mean Time and until all the Money arising from the said Sale or Sales shall be invested in such Purchase or Purchases as aforesaid, the same shall from Time to Time be laid out by the said Accountant General, under the Direction of the said Court of Chancery, in the Purchase of Navy or Victualling Bills or Exchequer Bills, and the Interest of 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 Purchase of other Navy or Victualling Bills or Exchequer Bills, all which said Navy or Victualling Bills or 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 as before directed, and until the same shall  
upon



upon a Petition setting forth such Approbation, to be preferred to the said Court of Chancery in a summary Way, by or on Behalf of the said *Henry Edmund Austen*, and after his Death, by the Person or Persons for the Time being entitled in Possession to the Manors and other Hereditaments, comprised in the said herein recited Indenture by virtue of the Limitations therein contained as aforesaid, or if such Person or Persons shall be under Age, then of his, her or their Guardian or Guardians, be ordered by the said Court of Chancery, to be sold and to be applied in such Manner as the said Court shall think just and direct; and if the Money arising by the Sale of such Navy or Victualling Bills or Exchequer Bills shall exceed the Amount of the original Money so laid out as aforesaid, then and in that Case only the Surplus which shall remain, after discharging the Expence of the Application to the Court, shall be paid to the Person or Persons respectively, who would have been entitled to the Lands directed to be purchased in case the same had been purchased pursuant to this Act, or to the Representative or Representatives of such Person or Persons.

VIII. And be it further enacted, That it shall be lawful for the said Court of Chancery from Time to Time to make such Orders as the said Court shall think expedient, just, or reasonable, for allowing, taxing and settling all Costs, Charges and Expences which have been or shall be incurred in obtaining and passing this Act, and making the several Applications to the said Court in pursuance thereof, and in making the Sale or Sales of the Timber, Trees, Bark, Branches, Lops and Tops hereby vested in the said Trustees, and in investing the clear Monies which under this Act shall be paid into the Bank of *England*, in the Purchase of Lands and Hereditaments according to the Directions herein contained, or otherwise in carrying the Trusts and Purposes of this Act into complete Execution; and also from Time to Time to make an Order 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 or Victualling or Exchequer Bills so to be purchased as aforesaid.

Expences of  
the Act.

IX. Provided, and be it further enacted, That nothing herein contained shall extend or be construed to extend so as to restrain, hinder or prevent the said *Henry Edmund Austen* from cutting down Trees for the necessary Repair of the Estates, in such and the like Manner in all respects as he could or might have done in case this Act had not been made:

Trees may be  
cut down for  
the necessary  
Repair of the  
Estates.

X. Provided always, and be it further enacted, That if the said *Lannoy Richard Coussmaker* and *William Bray*, or either of them, or their or either of their Heirs, Executors or Administrators, or any Trustee or Trustees who shall succeed or be appointed in the Stead of them, or any or either of them as hereinafter mentioned, shall die or be desirous to be discharged, or shall refuse or decline or become incapable to act in the Trusts and Powers hereby reposed in them or him, or shall go out of *Great Britain* before the said Trusts shall be fully performed or executed, then and in every such Case it shall be lawful for the said Court of Chancery, upon a Petition to be presented in a summary Way by the Person or Persons for the Time being beneficially entitled to

Appointment  
of Trustees  
in case of  
Death, &c.

[*Loc. & Per.*]

the said settled Estates or Securities, if such Person or Persons shall be of full Age, but if such Person or Persons shall be under Age, then by his, her or their Guardian or Guardians during his, her or their Minority or respective Minorities, to appoint any Person or Persons to be a Trustee or Trustees, in the Place of the Trustee or Trustees so dying or desiring to be discharged, or declining or becoming incapable to act, or going out of *Great Britain*, and thereupon all and every the Powers and Authorities by this Act given shall be vested in, and all and every the Trust, Property and Securities shall with all convenient Speed be conveyed and transferred in such Sort and Manner as to become legally and effectually vested in such new Trustee or Trustees, solely or jointly with the surviving or continuing Trustee or Trustees as the Circumstances of the Case shall require, upon the same Trusts as are hereinbefore declared of and concerning the same respectively, or such of them as shall be then subsisting or capable of taking Effect; and that such new Trustee or Trustees shall and may have and exercise and act in the Execution of the Trusts and Powers aforesaid in such and the same Manner as if originally named and appointed by this Act.

Trustees not  
accountable  
for each  
other's  
involuntary  
Losses, &c.

XI. Provided always, and be it further enacted, That neither of the present or future Trustees under this Act shall be answerable or accountable for the other or others of them, or for involuntary Losses, and that by and out of any Money which shall come to their or his Hands or Hand by virtue of any of the aforesaid Trusts, it shall be lawful for them and him to retain to and reimburse themselves and himself respectively all the Costs, Charges and Expences which they or he may respectively incur or sustain in carrying the Trusts of this present Act into Execution, and not herein particularly provided for.

General  
Saving.

XII. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Persons and Bodies Politick and Corporate, his, her and their Heirs, Successors, Executors, Administrators and Assigns, (other than and except the said *Henry Edmund Austen* and his Issue, and except the said *Edward Henry Bedford*, his Heirs and Assigns, and all other Person and Persons claiming or to claim any Estate or Interest under and by virtue of the said recited Will and Codicil of the said *Robert Austen* deceased, or under or by virtue of the said recited Indentures of Lease and Release and Settlement, of the Twelfth and Thirteenth Days of *March* One thousand eight hundred and ten, or any or either of them, all such Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of, in, to or out of the said Timber Trees, standing or growing on the said Estates comprised in the said First Schedule to this Act annexed, or which shall stand or grow thereon during the Lifetime of the said *Henry Edmund Austen*, as they, every or any of them had before the passing of this Act, or would or might have had, held and enjoyed in case this Act had not been made.

Evidence.

XIII. 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 FIRST SCHEDULE to which the foregoing ACT refers.

FARMS.	TENANTS.	PARISHES.	Number of Acres.			Annual Rent.		
			A.	R.	P.	£.	s.	d.
Manor Farm - -	Henry Sparkes -	Shalford - -	496	3	32	525	—	—
Tyteing Farm - -	Gabriel Ryde - -	{ St Martha and Shalford }	542	2	17	390	—	—
Tylehouse Farm - -	John Atfield - -	Shalford - -	136	0	2	200	—	—
Malkhouse Farm - -	David Whitbourn - -	Ditto - -	46	3	14	110	—	—
Land - - - -	Ditto - - - -	Ditto - - - -	11	3	17	26	—	—
Ditto - - - -	William Walbancke - -	Ditto - - - -	3	0	12	6	6	—
Ditto - - - -	Samuel Davies - -	Ditto - - - -	0	3	23	2	15	—
Ditto - - - -	John Reed - -	Ditto - - - -	15	1	25	30	—	—
Lands held with a Cottage - - - -	William Stevens - -	Ditto - - - -	6	3	10	15	—	—
Land - - - -	William Lee - -	Ditto - - - -	3	3	3	5	—	—
Ditto - - - -	{ The Proprietors of the Godal- ming Navagation }	Ditto - - - -	8	2	33	12	—	—
Ditto - - - -	John Wight - -	Ditto - - - -	16	3	4	36	—	—
House Gardens and Land - - - -	John Mellersh - -	Ditto - - - -	9	1	32	50	—	—
Ozier Beds - - - -	William Elkins - -	Ditto - - - -	—	—	—	—	—	—
Lands - - - -	John Atfield - -	Ditto - - - -	8	1	33	—	—	—
Ditto - - - -	Richard Sparkes - -	Ditto - - - -	3	3	14	44	12	—
Ditto - - - -	Joseph Hockley - -	Ditto - - - -	1	1	4	8	—	—
Cranley or Slythurst Farm - - - -	James Richbell - -	Cranley - - - -	175	2	36	81	1	—
Woods - - - -	In hand - - - -	Ditto - - - -	55	2	34	—	—	—
Shalford Mill and Lands - - - -	John Sparkes - -	Shalford - - - -	49	2	12	168	—	—
Chantry Down - -	In hand - - - -	Ditto - - - -	10	0	0	—	—	—

John Tewfley.

The SECOND SCHEDULE to which the foregoing ACT refers, being a Survey of Oak, Ash, and Elm, standing on several of the Estates mentioned in the First Schedule, as proposed for Sale.

	NUMBER OF TREES.			
	OAK.	ASH.	ELM.	Small and inferior Sort of Timber.
On Chantry Down - - - -	44	35	—	656
Attfield's Land - - - -	9	6	285	14
Henry Sparkes' Land - - -	63	10	207	27
Gabriel Ryde's Land - - -	22	11	81	17
Mead's Walbancke's, and Richard Sparkes' Land - - - -	—	—	48	—
John Sparkes' and Whitbourn's Land - - - -	14	1	221	12
Reed's, Steven's, and Collis' Land - - - -	40	2	55	22
Kiln Rough - - - -	21	2	—	15
Garden Field - - - -	2	—	—	4
Rew against Bookhurst Wood - - - -	11	—	—	3
Further Bookhurst Field - - - -	4	—	—	6
Middle Bookhurst Field - - - -	3	—	—	—
Cart Platt - - - -	—	2	—	4
Cart Platt Rough - - - -	8	6	—	11
Brook Platts - - - -	6	11	—	7
Part of Barn Rough, North Side of the Brook - - - -	2	—	—	2
Mays Field - - - -	4	1	—	4
Barn Field - - - -	1	2	—	—
Little Bowels Mead - - - -	—	3	—	—
Little Two Acres and Rew - - - -	22	13	—	8
First Galley Wood Field - - - -	9	4	—	6
Second ditto - - - -	6	3	—	5
Third ditto - - - -	3	—	—	2
Fourth ditto - - - -	4	—	—	—
Fifth ditto - - - -	1	2	—	2
Sixth ditto - - - -	9	—	—	6
Galley Wood Coppice and Land - - - -	8	—	—	18
Poor Field - - - -	13	—	—	23
Six Acre Field - - - -	6	5	—	10
Four acre Selham - - - -	7	3	—	3
Great Bridge Field - - - -	2	2	—	3
Selham Three Acres - - - -	10	1	—	11
Rainbow Field - - - -	5	—	—	2
Starveall Barn Field - - - -	1	10	—	3
Starveall Meadow - - - -	2	1	—	3
Starveall Two Acres - - - -	—	8	—	11
Bramley Field - - - -	8	—	—	15
Thistley Field - - - -	5	—	—	20
Barn Rough, Side of the Brook - - - -	19	8	—	33
Second Poor Field and Rew - - - -	2	—	—	57
Third Poor Field - - - -	7	—	—	11
Rough Round, new planted - - - -	3	—	—	78
Bankham Five Acres - - - -	15	5	—	34
Bankham Seven Acres - - - -	6	8	—	18
Ewhurst Meadow - - - -	8	3	—	5
Long Five Acres - - - -	4	5	—	18
Rough against Long Five Acres - - - -	8	1	—	35
Longhurst Hill Rough - - - -	18	11	—	70
Lands in hand - - - -	86	23	—	382

John Tewsfley.