



ANNO DECIMO SEXTO & DECIMO SEPTIMO

VICTORIÆ REGINÆ.

Cap. 20.

An Act authorizing and enabling the Trustees under the Will of the late *Warden Sergison* Esquire to raise Money by Mortgage of Part of the Estates settled by his Will, for the Purchase of adjoining Property, and for obtaining Enfranchisement of Copyhold Lands comprised in the Will; and for enabling the Trustees to obtain and grant Enfranchisement of Copyhold Lands, and to grant Building Leases of Parts of the settled Lands; and for other Purposes. [15th August 1853.]

WHEREAS *Warden Sergison*, formerly of *Butler's Green*, but afterwards of *Cuckfield Place*, in the County of *Sussex*, Esquire, deceased, in such Manner as the Law required for rendering valid Devises of Freehold Estates, duly made, signed, and published his last Will and Testament in Writing, bearing Date the Eighth Day of *December* One thousand eight hundred and six, and he thereby gave and devised his Manor and Forest of *Tilgate*, and his Manors or Lordships of *Leigh* and *Slaugham*,
 [Private.] in

Will of W.
 Sergison,
 dated 8th
 Dec. 1806.

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in the said County of *Sussex*, and the Advowson, Donation, Presentation, Free Disposition, and Right of Patronage of, in, and to the Rectory or Parish Church of *Slaugham* aforesaid, and also his Moiety of the Manor of *Cuckfield*, and all and every other the Manors or Lordships, Capital and other Messuages, Mills, Parks, Farms, Lands, Tenements, Woods, Woodlands, Tithes, Rents, and Hereditaments, and Parts or Shares of or in Manors or Lordships, Messuages, Mills, Parks, Farms, Lands, Tenements, Woods, Woodlands, Tithes, and Hereditaments whatsoever and wheresoever, situate, lying, being, or arising within the several Parishes of *Cuckfield, Worth, Slaugham, Balcombe, Crawley, Ifield, Hurstperpoint, Bolney, Wiversfield, and Linfield* otherwise *Lindfield*, or any or either of them, or elsewhere in the said County of *Sussex*, which under or by virtue of certain Indentures of Lease and Release, dated respectively on or about the Twentieth and Twenty-first Days of *November* then last past, the Release being of Three Parts, and made between the said *Warden Sergison* of the First Part, *Thomas Charles Medwyn* Gentleman of the Second Part, and *Charles Mayhew* Gentleman of the Third Part, and also by virtue of a Common Recovery which was had and suffered in the Court of Common Pleas at *Westminster* in *Michaelmas* Term then last past, in pursuance of the Agreement for that Purpose contained in the said Indenture of Release, and in which Recovery he the said Testator was duly vouched, were and then stood limited to the Use of the said *Warden Sergison*, his Heirs and Assigns for ever, and also all and every his Messuages or Tenements, Buildings and Hereditaments whatsoever, situate and being in *Fen Court* or *Fenchurch Street* in the Parish of *Saint Gabriel Fenchurch*, or elsewhere in the City of *London*, and likewise all and every other the Freehold and Copyhold or Customary Messuages, Lands, Tenements, and Hereditaments, whatsoever and wheresoever, whereof or whereto he was then seised, possessed, or entitled in anywise howsoever, and which were not comprised in or affected by the Settlement in his said Will mentioned to have been made on his Marriage with his late Wife *Mary Ann Sergison*, together with all and every the Rights, Royalties, Members, and Appurtenances whatsoever to the same respectively belonging, unto his Friends the Reverend Sir *Henry Poole* Baronet, *Thomas Athorpe* Esquire (in his said Will called by Mistake *Thomas Althorpe*), and *John Thoyts* Esquire, and their Heirs, to hold the same unto the said Sir *Henry Poole, Thomas Athorpe, and John Thoyts*, and their Heirs, to the Uses, and upon the Trusts, and for the several Ends, Intents, and Purposes therein mentioned; (that is to say,) to the Use of them the said Sir *Henry Poole, Thomas Athorpe, and John Thoyts*, and their Heirs, during the Life of his the said Testator's Brother

Francis

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Francis Sergison (since deceased), upon trust to permit and suffer him the said *Francis Sergison* to hold, use, occupy, possess, and enjoy his the said Testator's Capital Messuage or Mansion House called *Cuckfield Place*; with the Offices, Grounds, and Appurtenances thereto belonging, and the Park called *Cuckfield Park*, and the Lands then laid and to be laid thereto in his Lifetime, he, his said Brother, keeping the same respectively in hand, and in tenantable Repair and Condition, and paying all Taxes for or in respect thereof; and upon further trust from Time to Time during the joint Lives of his said Brother *Francis Sergison* and the said Testator's Sister *Ann Pritchard* (since deceased), then the Wife of the Reverend *William Saint Pritchard* of *Abinger* in the County of *Surrey*, Clerk, also since deceased, by and out of the Rents, Issues, and Profits of the said Testator's Manors or Lordships, and other Messuages, Mills, Farms, Lands, Tenements, Hereditaments, and Premises so devised as aforesaid, levy and raise the clear yearly Sum of Two hundred Pounds, free from all Taxes, Charges, and Deductions whatsoever, and to pay, apply, and dispose of the same yearly Sum of Two hundred Pounds by equal quarterly Portions unto such Person or Persons, and for such Intents and Purposes, as she the said Testator's said Sister should by any Writing under her Hand direct or appoint (but not so as to deprive herself of the Benefit thereof, by Sale or otherwise, by way of Anticipation), and in default of such Direction or Appointment, upon trust to pay the said yearly Sum of Two hundred Pounds, or so much and such Part and Parts thereof whereof or concerning which no such Direction or Appointment should be so made as aforesaid into her proper Hands, for her own sole, separate, and peculiar Use and Benefit, exclusive of and without being subject to the Debts, Control, Forfeiture, Intermeddling, or Engagements of her said then present or any future Husband, and subject and without Prejudice to the Raising, Payment, and Application of such yearly Sum of Two hundred Pounds during such joint Lives as and in manner aforesaid he declared it was his Will and Meaning; and he by his said Will directed that they the said *Sir Henry Poole*, *Thomas Athorpe*, and *John Thoyts*, and the Survivors and Survivor of them, and the Heirs of such Survivor, should from Time to Time during the Life of the Testator's said Brother *Francis Sergison* pay, apply, and dispose of the Rents, Issues, and Profits of the said Manors or Lordships and other Hereditaments and Premises thereby devised, either into the proper Hands and on the Receipt of him the said Brother, or for his personal Use, Livelihood, or Support, in such Way and Manner as might be deemed expedient; and his Will was that his said Brother should not have any Power to assign, alienate, mortgage, charge, incumber, anticipate, or otherwise dispose of the Provision thereby intended to be made for him, and that it should be in the Option of the said Trustees or

Trustee

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Trustee for the Time being either to pay the said Rents, Issues, and Profits, or any Part thereof, into his own proper Hands, or to apply the same for his personal Use, the same to be applied either half-yearly or quarterly, or otherwise, as to the said Trustees or Trustee should seem meet; and that in case his said Brother should at any Time or Times make or attempt to make any Assignment, Alienation, Mortgage, Charge, Incumbrance, Anticipation, or other Disposition of all or any Part or Parts of the said Rents, Issues, or Profits, the same should be considered by the said Trustees as null and void, and that neither of them should pay any sort of regard thereto; and he authorized his said Trustees, and the Survivors and Survivor of them, and the Heirs of such Survivor, at any Time or Times as and when they or he should think fit, either to abridge or diminish, or wholly to take away, or at any Time or Times to suspend and forbear from the Payment or Application of all or any Part of the Provision thereby made or intended for the personal Support of the said Testator's said Brother, and to pay, apply, and dispose of the same or any Part or Parts thereof in making substantial Improvements of or upon any Part or Parts of the said Estates thereby devised, or to or between or amongst any such One or more of the Creditors of his said Brother, for or towards the Reduction, Satisfaction, or Discharge of any of the Debts then due or to become due or owing by him, as they the said Trustees, or the Survivors or Survivor of them, or the Heirs of such Survivor, should think fit, and in such Order and Course and with such Preference and Priority of Payment as to them the said Trustees or Trustee for the Time being might seem meet; and upon further trust by the usual Ways and Means to support and preserve the contingent Uses and Estates therein-after limited from being defeated or destroyed; and from and immediately after the Decease of the said *Francis Sergison*, then to the Use of the said *Sir Henry Poole*, *Thomas Athorpe*, and *John Thoyts*, and their Heirs, during the Life of the said Testator's said Sister *Ann Pritchard* (if she should be then living), but upon trust nevertheless to permit and suffer her to hold, use, occupy, possess, and enjoy his said Capital Messuage or Mansion House called *Cuckfield Place*, with the Offices, Grounds, and Appurtenances thereto belonging, and the Park called *Cuckfield Park*, and the Lands at the Date of his said Will laid and to be laid thereto in the Testator's Lifetime, she keeping the same respectively in hand, and in tenantable Repair, and paying all Taxes for or in respect thereof; and, subject thereto, upon trust from Time to Time during her Life to pay, apply, and dispose of the Rents, Issues, and Profits of the said Manors or Lordships, and other Messuages, Mills, Farms, Lands, Tenements, Hereditaments, and Premises therein-before devised, when and as the same should be received, in such and the same Way and Manner,
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and subject unto or for the sole, separate, and peculiar Use, Benefit, and Disposal of her his said Sister, as therein-before was mentioned and directed touching the Payments, Application, and Disposition of the said yearly Sum of Two hundred Pounds so thereby directed to be raised and paid or applied to or for her sole and separate Use and Benefit during the joint Lives of her and the said *Francis Sergison*, as and in manner aforesaid; and upon further trust by the usual Ways and Means to support and preserve the contingent Uses and Estates therein-after limited from being defeated or destroyed; and from and immediately after the Decease of the Survivor of them the said Testator's said Brother *Francis Sergison* and Sister *Ann Pritchard*, then to the Use of *Warden Pritchard*, the eldest Son of the said *Ann Pritchard*, (now called *Warden Sergison*, and herein-after described as *Warden Sergison* the Father,) and his Assigns, for the Term of his natural Life, and from and immediately after the Determination of that Estate in the Lifetime of the said *Warden Pritchard* (now *Warden Sergison* the Father), by Forfeiture or otherwise, to the Use of the said Sir *Henry Poole*, *Thomas Athorpe*, and *John Thoyts*, and their Heirs, during the Life of the said *Warden Pritchard* (now *Warden Sergison* the Father), upon trust to support and preserve the contingent Uses, Estates, and Remainders therein-after limited, declared, and contained of and concerning the said Manors or Lordships and other Hereditaments and Premises from being defeated or destroyed, and for that Purpose to make Entries and bring Actions as Occasion should require, but nevertheless to permit and suffer the said *Warden Pritchard* (now *Warden Sergison* the Father) and his Assigns to receive and take the Rents, Issues, and Profits of the same Premises to and for his and their own Use and Benefit; and from and immediately after the Decease of the said *Warden Pritchard* (now *Warden Sergison* the Father), to the Use of the First Son of him the said *Warden Pritchard* (now *Warden Sergison* the Father) lawfully to be begotten and of the Heirs Male of the Body of such First Son lawfully issuing; and for default of such Issue, to the Use of the Second, Third, Fourth, Fifth, and all and every other the Son and Sons of the Body of the said *Warden Pritchard* (now *Warden Sergison* the Father) lawfully to be begotten, severally, successively, and in remainder one after another, in Order and Course as they and every of them should be in Priority of Birth, and to the Use of the Heirs Male of their respective Bodies issuing, the elder of such Sons and the Heirs Male of his Body issuing being always preferred and to take before the younger of the same Sons and the Heirs Male of his and their Body and Bodies issuing; and for default of such Issue, to the Use of *William Pritchard* (now *William Sergison*, and herein-after distinguished as *William Sergison* the younger), the Second and only other Son then born of the said *Ann Pritchard* and his Assigns for the Term of his natural

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Life; and from and immediately after the Determination of that Estate in the Lifetime of the said *William Pritchard* (now *William Sergison* the younger), by Forfeiture or otherwise, to the Use of the said Sir *Henry Poole*, *Thomas Athorpe*, and *John Thoyts*, and their Heirs, during the Life of the said *William Pritchard*, upon trust by the Ways and Means aforesaid to support and preserve the contingent Uses, Estates, and Remainders therein-after limited, declared, and contained of and concerning the said Manors or Lordships and other Hereditaments and Premises from being defeated or destroyed, but nevertheless to permit and suffer the said *William Pritchard* (now *William Sergison* the younger) and his Assigns to receive and take the Rents, Issues, and Profits of the said Premises to and for his and their own Use and Benefit; and from and immediately after the Decease of the said *William Pritchard* (now *William Sergison* the younger), to the Use of the First Son of the Body of the said *William Pritchard* (now *William Sergison* the younger) lawfully to be begotten and of the Heirs Male of the Body of such First Son lawfully issuing; and for default of such Issue, to the Use of the Second, Third, Fourth, Fifth, and all and every other the Son and Sons of the Body of the said *William Pritchard* (now *William Sergison* the younger) lawfully to be begotten, severally, successively, and in remainder one after another, in Order and Course as they and every of them should be in Priority of Birth, and of the Heirs Male of their respective Bodies issuing, the elder of such Sons and the Heirs Male of his Body issuing being always preferred and to take before the younger of the same Sons and the Heirs Male of his and their Body and Bodies issuing; and for default of such Issue, to the Use of the Third and every subsequently-born Son of the Body of the said *Ann Pritchard* who should be born during the Testator's Life, severally, successively, and in remainder according to their respective Seniorities for their respective natural Lives; and from and after the Determination of the Estate or Estates thereby limited, to such Third and other subsequently-born Son of his said Sister born in his Lifetime by Forfeiture or otherwise during the Life or respective Lives of such last-mentioned Son or Sons, to the Use of the said Sir *Henry Poole*, *Thomas Athorpe*, and *John Thoyts*, and their Heirs, during the Life or respective Lives of such Son or Sons whose Estate or respective Estates should so determine, upon trust by the usual Ways and Means to preserve the contingent Uses or Estates therein-after limited or devised from being defeated or destroyed; and immediately from and after the Decease or respective Deceases of such Third and other subsequently-born Son and Sons of the Body of his said Sister who should be born during the said Testator's Life, to the Use of the First and other Sons of their respective Bodies severally, successively, and in remainder, according to their respective Seniorities in Tail Male, so that such Third and every other elder and subsequently-born Son and Sons

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of the Body of the said Testator's said Sister who should be born during his Life, and the First and other Sons of their respective Bodies, and the Heirs Male of the respective Bodies of such last-mentioned Son and Sons, might always take before and be preferred to the Fourth and every other subsequently born Son of the Body of his said Sister, and his and their First and other Sons, and the Heirs Male of the Body of such last-mentioned First and other Sons; and for default of all such Issue, to the Use of all and every the Son and Sons of the Body of his said Sister who should be born after the said Testator's Decease, severally, successively, and in remainder, in Order and Course as they and every of them should be in Priority of Birth, and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing, the elder of such Sons and the Heirs Male of his Body issuing being always preferred and to take before the younger of the same Sons and the Heirs Male of his and their Body and Bodies issuing; and for default of such Issue, then to the Use of all and every the Daughter and Daughters of the Body of the said *Ann Pritchard*, equally to be divided between or amongst them (if more than One), Share and Share alike, and they to take as Tenants in Common, and not as Joint Tenants, and to the Use of the Heirs of their respective Bodies issuing; and in case there should be a Failure of Issue of the Body or Bodies of any such Daughter or Daughters, then as to as well the original Part or Share or Parts or Shares of such Daughter or Daughters so dying, and whose Issue should so fail, as the Part or Parts or Share or Shares which should survive or accrue to the Daughter or Daughters who should so die, and whose Issue should so fail, or to her or their Issue respectively, to the Use of the remaining or other or others of the said Daughters or Daughter, equally to be divided between or amongst them (if more than One), Share and Share alike, and they also to take as Tenants in Common, and not as Joint Tenants, and to the Use of the Heirs of their respective Bodies issuing; and in case there should be a Failure of Issue of the Bodies of all such Daughters but One, or if there should be but One such Daughter, then to the Use of such One remaining or such only Daughter and the Heirs of her Body issuing; and for default of such Issue, to the Use of all and every the Daughter and Daughters of the Body of his the said Testator's said Nephew *Warden Pritchard* (now *Warden Sergison* the Father) lawfully to be begotten, equally to be divided between or amongst them, if more than One, Share and Share alike, and they to take as Tenants in Common, and not as Joint Tenants, and to the Use of the Heirs of their respective Bodies issuing; and in case there should be a Failure of Issue of the Body or Bodies of any such Daughter or Daughters, then as to as well the original Part or Share, or Parts or Shares, of such Daughter or Daughters so dying, and whose Issue should

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should so fail, as the Part or Parts or Share or Shares which should survive or accrue to the Daughter or Daughters who should so die, and whose Issue should so fail, or to her or their Issue respectively, to the Use of the remaining or other or others of the said Daughter or Daughters, equally to be divided between or amongst them (if more than One), Share and Share alike, and they also to take as Tenants in Common, and not as Joint Tenants, and to the Use of the Heirs of their respective Bodies issuing; and in case there should be a Failure of Issue of the said Bodies of all such Daughters but One, or if there should be but One such Daughter, then to the Use of such One remaining or such only Daughter, and the Heirs of her Body issuing; and for default of such Issue, to the Use of the First, Second, Third, Fourth, Fifth, and all and every other the Son and Sons of the Body of the said *Warden Pritchard* (now *Warden Sergison* the Father) lawfully to be begotten, severally, successively, and in remainder One after another, in Order and Course as they and every of them should be in Priority of Birth, and of the Heirs of their respective Bodies issuing, the elder of such Sons and the Heirs of his Body issuing being always preferred to and take before the younger of the same Sons and the Heirs of his and their Body and Bodies issuing; and for default of such Issue, to the Use of all and every the Daughter and Daughters of the Body of the said *William Pritchard* (now *William Sergison* the younger) lawfully to be begotten, equally to be divided between or amongst them, if more than One, Share and Share alike, and they to take as Tenants in Common, and not as Joint Tenants, and to the Use of the Heirs of their respective Bodies issuing; and in case there should be a Failure of Issue of the Body or Bodies of any such Daughter or Daughters, then as to as well the original Part or Share or Parts or Shares of such Daughters or Daughter so dying, and whose Issue should so fail, as the Part or Parts or Share or Shares which should survive or accrue to the Daughter or Daughters who should so die, and whose Issue should so fail, or to her or their Issue respectively, to the Use of the remaining or other or others of the said Daughter or Daughters, equally to be divided between or amongst them (if more than One), Share and Share alike, and they also to take as Tenants in Common, and not as Joint Tenants, and to the Use of the Heirs of their respective Bodies issuing; and in case there should be a Failure of Issue of the Bodies of all such Daughters but One, or if there should be but One such Daughter, then to the Use of such One remaining or such only Daughter and the Heirs of her Body issuing; and for default of such Issue, to the Use of the First, Second, Third, Fourth, Fifth, and all and every other Son and Sons of the Body of the said *William Pritchard* (now *William Sergison* the younger) lawfully to be begotten, severally, successively, and in remainder one after another, in Order and Course

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as they and every of them should be in Priority of Birth, and of the Heirs of their respective Bodies issuing, the elder of such Sons and the Heirs of his Body issuing being always preferred and to take before the younger of the same Sons and the Heirs of his and their Body and Bodies issuing; and for default of such Issue, to the Use of all and every the Daughter and Daughters of the respective Bodies of the Third and every subsequently-born Son of the Body of the said *Ann Pritchard* who should be born during the Life of the said Testator, severally, successively, and in remainder according to the respective Seniorities of such Third and every other subsequently-born Son, such Daughters, if more than One, to take as Tenants in Common, and not as Joint Tenants, and of the Heirs of the Body and respective Bodies of such Daughter or Daughters lawfully issuing, and with such or the like Cross Remainders to the Use of the Survivor or Survivors or other or others of such Daughters in Tail General, in case of the Failure of Issue of the Body or Bodies of any or either of them, as were therein-before limited to the Daughters of the said Testator's said Two Nephews *Warden Pritchard* (now *Warden Sergison* the Father) and *William Pritchard* (now *William Sergison* the younger) respectively, with Remainder to the Use of the First and every other Son and Sons of the respective Bodies of the Third and every subsequently-born Son of the Body of the said Testator's said Sister *Ann Pritchard* who should be born during the said Testator's Life, severally, successively, and in remainder according to their respective Seniorities in Tail General, so and in such Way and Manner as that the Daughter and Daughters of such Third and every other elder and subsequently-born Son and Sons of the Body of the said *Ann Pritchard*, and the Heirs of the Body and respective Bodies of such Daughter and Daughters as aforesaid, and, in default of such Issue, the First and other Son and Sons of the respective Bodies of such Third and every other subsequently-born Son and Sons of the said *Ann Pritchard*, and the Heirs of the respective Bodies of such last-mentioned First and other Son and Sons, might always take before and be preferred to the Daughter and Daughters, and her and their Issue, and the Heirs of the Body and Bodies of the First and other Son and Sons of the Fourth and every other subsequently-born Son of the Body of the said *Ann Pritchard*; and for default of such Issue, to the Use of all and every the Son and Sons of the Body of the said *Ann Pritchard* who should be born after the said Testator's Decease, severally, successively, and in remainder, in Order and Course as they and every of them should be in Priority of Birth, and of the several and respective Heirs of the Body and Bodies of all and every such Son and Sons lawfully issuing, the elder of such Sons and the Heirs of his Body issuing being always preferred and taken before the younger of the same Sons and the Heirs of his and their Body and Bodies issuing; and for default of such Issue, then to the Use of the said

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Testator's own right Heirs for ever; and the said Testator, after mentioning in his said Will that, under and by virtue of the Limitations contained in the Settlement made upon his Marriage with his late Wife *Mary Ann Sergison* (then deceased), certain Parts of the Estates therein particularly mentioned were and stood charged with an Annuity of Eighty Pounds, payable unto *William Kerr* of *Northampton*, Doctor in Physic, (the Father of the said Testator's said late Wife,) during the Term of his natural Life, and with the further Annuity of Eighty Pounds payable unto *Mary Kerr*, then the Wife of the said *William Kerr*, in case she should survive him, from the Time of his Decease for the Term of her natural Life, and that, subject to the said Annuities (by the Event of the Death of the said Testator's Wife without Issue), all the Manors or Lordships, Capital and other Messuages, Farms, Lands, Tenements, and Hereditaments comprised in the same Indenture of Settlement, and which were situate, lying, and being in the said County of *Sussex*, were and stood limited to the Use of the said Testator for Life, with Remainder to such Uses, upon, and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, Declarations, and Agreements, and charged and chargeable with such annual and other Sum and Sums of Money, and with such Remainders or Limitations over, as he by any Deed or Deeds, Instrument or Instruments in Writing, to be by him sealed and delivered as in the said Settlement was mentioned, or by his last Will and Testament in Writing, or by any Codicil or Codicils thereto, to be by him signed and published in the Presence of and attested by Three or more credible Witnesses, should from Time to Time direct, limit, or appoint, and in default of such Direction, Limitation, or Appointment, to the Use of the Heirs of his Body, with Remainders over, he therefore, in pursuance and by force and virtue and in exercise and execution of the Power or Authority to him for such Purpose given, limited, or reserved in and by the said Settlement, and also in pursuance and exercise and by force and virtue of all and every other Power and Powers, Authority and Authorities whatsoever, in him vested, or in anywise enabling him in that Behalf, did by his said last Will and Testament, signed and published by him in the Presence of and attested by Three credible Persons whose Names are thereunder written as Witnesses attesting the same, direct, limit, and appoint that (subject to the said Two several Annuities payable to the said *William Kerr* and *Mary* his Wife in manner before mentioned, or such of them as should be then subsisting,) the Grant, Release, and Confirmation in the said Settlement contained should operate and enure, and that all and singular the Entirety and Entireties, Moiety and Moieties of the Freehold Manors, Messuages, Lands, Tenements, Tithes, Hereditaments, and
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all and singular other the Premises mentioned and comprised in the said Settlement, or intended so to be, with their and every of their respective Rights, Royalties, Members, and Appurtenances, should from and immediately after the said Testator's Decease go, remain, continue, and be, and that all and every the Person or Persons in whom the same Freehold Hereditaments, or any of them, were or thereafter should be vested, should from thenceforth stand and be seised of and in the same respectively, and every of them, and every Part thereof, and of and in the respective Rights, Members, and Appurtenances thereunto belonging, to the several Uses, upon the several Trusts, and for the several Ends, Intents, and Purposes in the said Will limited, expressed, declared, or referred unto, and herein-after mentioned of and concerning the same Premises; (that is to say,) to the Use of the said Sir *Henry Poole*, *Thomas Athorpe*, and *John Thoyts*, and their Heirs, during the Life of the said Testator's said Sister *Ann Pritchard*, upon trust to pay, apply, and dispose of the Rents, Issues, and Profits of all and every the same Manors, Messuages, Lands, Tenements, Tithes, Hereditaments, and Premises, when and as the same should be from Time to Time received, in such and the same Way and Manner, unto or for the sole, separate, and peculiar Use, Benefit, and Disposal of her his said Sister, as therein and herein-before is mentioned touching and concerning the Payment, Application, and Disposition of the said yearly Sum of Two hundred Pounds so thereby directed to be raised during the joint Lives of her and the said *Francis Sergison* from and out of the said Testator's other Estates first thereby devised, and to be paid or applied to or for her sole and separate Use and Benefit as and in manner aforesaid; and upon further trust by the usual Ways and Means to support and preserve the contingent Uses and Estates therein-after limited from being defeated or destroyed; and from and immediately after the Decease of the said *Ann Pritchard*, then to such and the same Uses, and upon such and the same Trusts, and to and for such and the same Ends, Intents, and Purposes, as in and by the said Will were from and immediately after the Decease of the Survivor of the said *Francis Sergison* and *Ann Pritchard* therein-before limited, expressed, and declared as aforesaid of and concerning the said Testator's several Manors or Lordships and other Hereditaments and Estates so first thereby given, devised, and disposed of as and in manner aforesaid, or to, for, or upon such and so many of those Uses, Trusts, Intents, and Purposes as at the Time of the Decease of his said Sister should be subsisting or capable of taking Effect; and in pursuance and exercise and by force and virtue of the Power or Authority to him the said Testator for that Purpose given or reserved in and by the said therein in part recited Settlement, and of all and every other Power and Powers, Authority and Authorities whatsoever in
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anywise enabling him in that Behalf, he the said Testator did by his said Will and Testament so by him signed and published, and attested, as therein and herein-before is mentioned, direct, limit, and appoint that all and singular the Copyhold Hereditaments mentioned in or affected by the said Settlement, and situate within or held of the Manors of *Cuckfield, Slaugham, Clayton, and Ditchling*, or elsewhere in the County of *Sussex*, with their Appurtenances, should from and immediately after his Decease go, remain, continue, and be to such Uses, upon such Trusts, and to and for such Intents and Purposes as would best and nearest correspond with the Uses, Trusts, and Purposes in his said Will limited, expressed, and declared or referred unto of and concerning the several Freehold Hereditaments and Premises comprised in the said Settlement, so far as the Tenure of the said Copyhold Premises would allow and admit of; and he further by his said Will directed and declared his Will to be, that all and every the Lands which at the Time of his Decease should be laid into and form the Park then (and now) called by the Name of *Cuckfield Park* should continue and be held as Parcel of such Park, and that no Part or Parcel of the same Park should ever afterwards be taken therefrom, it being his Wish and Intention that the same Park, and the Lands whereof the same should consist at the Time of his Decease, should for ever thereafter be held and enjoyed as One entire Park, and should not be disparked on any Pretence whatsoever; provided always, and he by his said Will further declared his Will and Mind to be, that it should be lawful for the several Persons thereby respectively made Tenants for Life, either before or when they should respectively by virtue of or under the Limitations aforesaid be in the actual Possession of the said Manors or Lordships and other Hereditaments and Estates so thereby respectively devised and limited and appointed as aforesaid, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation, to be by them respectively sealed and delivered in the Presence of and attested by Two or more credible Witnesses, or by their respective last Wills and Testaments in Writing, or any Codicil or Codicils thereto, to be by them respectively signed and published in the Presence of and attested by Three or more credible Witnesses, but subject nevertheless and without Prejudice to the Estates antecedent to the Estate of the Person making such Limitation or Appointment, and to the Powers annexed or collateral to such antecedent Estates, if any such should be then subsisting or capable of taking Effect or being exercised, and also subject and without Prejudice to the Estates or Charges, if any, which should or might be limited, in Exercise of the said Powers or any of them to limit or appoint to or to the Use of or in trust for any Woman or Women whom they respectively should marry for her or their Life or
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respective Lives, and for her or their Jointure or respective Jointures, any annual Sum or annual Sums of Money or yearly Rentcharge or yearly Rentcharges, not exceeding the yearly Sum of Eighty Pounds for every One thousand Pounds, or the Value thereof either in Land or Money, which they respectively or their respective Heirs, Executors, or Administrators should receive or be entitled unto with any such Woman or Women respectively; and he declared that if the said Sum or Sums of One thousand Pounds or the Value thereof respectively, to which such Tenant or Tenants for Life respectively should at the Time of making such Appointment or Appointments respectively as aforesaid be entitled, should consist of a contingent, expectant, or particular Estate or Interest either in Land or Money, it should be lawful to or for the Person or Persons respectively making such Appointment or Appointments respectively to have the same respectively estimated or valued by the Trustees or Trustee for the Time being of the said Will, and to proportion such annual Sum or annual Sums or yearly Rentcharge or yearly Rentcharges respectively to such estimated Sum or Value; and he further declared that the said annual Sum or annual Sums respectively, or yearly Rentcharge or yearly Rentcharges respectively, should not exceed in the whole the yearly Sum of Six hundred Pounds for any One Woman, and that such annual Sum or annual Sums respectively, or yearly Rentcharge or yearly Rentcharges respectively, should be issuing and payable out of and charged and chargeable upon all or any Part of the said Manors and other Hereditaments therein-before by him respectively devised and limited and appointed as aforesaid, and be paid in such Manner as to the Person or Persons respectively appointing the same should seem meet; and that for the Purpose of securing the said annual Sum or annual Sums respectively, or yearly Rentcharge or yearly Rentcharges respectively, it should be lawful to and for the Person or Persons respectively appointing the same, by the Deed or Deeds, Instrument or Instruments in Writing, Will or Wills, Codicil or Codicils, whereby such Appointment or Appointments respectively should be made, or by any such other Deed or Deeds, Instrument or Instruments in Writing, Will or Wills, Codicil or Codicils, to limit or appoint to the Woman or Women respectively in whose Favour such annual Sum or Sums respectively, or yearly Rentcharge or yearly Rentcharges respectively, should be so appointed as aforesaid, the usual Powers and Remedies for recovering and enforcing Payment thereof respectively by Distress and Entry upon and Perception of the Rents, Issues, and Profits of the Hereditaments to be charged therewith respectively, and also to limit and appoint the same Hereditaments to any Person or Persons for such Term or Terms of Years as to the Person or Persons respectively making such Appointment or Appointments as aforesaid should seem meet, so that all and every

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such Term or Terms of Years, if any should be created, be made to determine respectively on the Death of the Woman or Women for the Benefit of whom the same should be respectively created, and the Payment of the Arrears of her or their Jointure or respective Jointures, and the Expenses incurred by the Nonpayment thereof respectively, and that such Limitation or Limitations, Appointment or Appointments, should be respectively made either before or after the Marriage or respective Marriages of the Person or Persons respectively making such Appointment or Appointments respectively as aforesaid, as to him or them respectively should seem meet; provided nevertheless, and the said Testator by his said Will declared, that the said Manors and other Hereditaments thereby respectively devised and limited or appointed, or any of them, should not be liable to the Payment of more than Two such Jointures at One and the same Time, yet his Will was, that although Two or more such Jointures might have been previously limited and should be then subsisting, the said jointuring Power might be exercised, but that in that Case the Jointure to be limited during the subsisting of such Two or more previous Jointures should not, till the same were reduced to Two such Jointures at least, be payable; provided also, and the said Testator by his said Will likewise declared his Will and Mind to be, that it should be lawful for the said several Persons thereby made Tenants for Life, when and as they should respectively by virtue of or under the Limitations aforesaid be entitled to the actual Possession of the said several Manors and other Hereditaments and Estates thereby respectively devised and limited and appointed, or any of them, by any such Deed or Deeds, Instrument or Instruments in Writing, Will or Wills, Codicil or Codicils as aforesaid, to subject and charge all or any Part of the same Manors and other Hereditaments and Estates whereof they should so respectively be in the actual Possession as aforesaid to and with the Payment of any Sum or Sums of Money for the Portion or Portions of the Child or Children of them respectively, other than or besides an eldest or only Son for the Time being entitled to the said Manors and other Hereditaments and Estates for an Estate in Tail Male in possession or remainder expectant on the Decease of his Parent, not exceeding in the whole, in respect of the Children of any One Person making such Charge, the Sum of Ten thousand Pounds of lawful Money of *Great Britain* for his younger Sons or Daughters, with Interest for the same at any Rate not exceeding Five Pounds *per Centum per Annum*, to be paid to or shared and divided between or among the Child or Children respectively for whom the same respectively were intended to be provided at such Age, Day, or Time, or respective Ages, Days, or Times, and, if more than One, in such

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Parts, Shares, and Proportions, and charged with such annual Sum or Sums of Money, and subject to such Conditions, Restrictions, and Limitations over, for the Benefit of One or more such Child or Children respectively, as the Person or Persons respectively making such Limitations or Appointments should deem meet, and should by the Deed or Deeds, Instrument or Instruments in Writing, Will or Wills, Codicil or Codicils, whereby such Charge or Charges for Portion or Portions respectively should be made, or by any other such Deed or Deeds, Instrument or Instruments in Writing, Will or Wills, Codicil or Codicils as aforesaid, direct or appoint; and that for the Purpose of raising such Portion or Portions and Interest for the same respectively as aforesaid, it should be lawful to and for the Person and Persons respectively making such Charge or Charges for a Portion or Portions, by the same or any other such Deed or Deeds, Instrument or Instruments in Writing, Will or Wills, Codicil or Codicils as aforesaid, to limit or appoint all or any Part of the Hereditaments so to be charged as aforesaid to any Person or Persons whomsoever, for any Term or Number of Years whatsoever, without Impeachment of Waste, upon trust to raise the Money so to be charged by way of Mortgage, so that the Estate or Estates so to be limited or appointed be made to cease or be made redeemable on full Payment of the Sum or Sums of Money so to be charged, and the Interest thereof, by the Person or Persons who for the Time being should be entitled to the Freehold or Inheritance of the Hereditaments so to be limited or appointed, provided that the same Hereditaments should not be subject or liable to the actual raising and Payment of any Sum or Sums of Money exceeding the Principal Sum of Twenty thousand Pounds in the whole for the Portions of younger Children; provided also, and the said Testator further declared his Will and Mind to be, that it should be lawful to and for the said Sir *Henry Poole*, *Thomas Athorpe*, and *John Thoyts*, and the Survivors and Survivor of them, and the Executors, Administrators, or Assigns of such Survivor, at any Time or Times during the Life of the said Testator's said Brother *Francis Sergison*, and at the Discretion and of the proper Authority of the said Trustees or Trustee for the Time being, as to the said Manors and other Hereditaments and Estates first thereby given and devised, and by and with the Consent and Approbation of the said Testator's said Sister at any Time or Times during her Life, as to the said Manors and other Hereditaments and Estates thereby directed, limited, and appointed, and also with her Consent and Approbation during her Life, after the Decease of and in the Event of her surviving his said Brother, as to the said Testator's said Manors and other Hereditaments and Estates first thereby given and devised, and from and immediately after the Decease of the Survivor of them the said Testator's said Brother and Sister; then to or for the Person or Persons who by virtue of or under

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under the Devises or Limitations therein-before contained should be Tenant for Life or in Tail Male or in Tail General of the said Manors and other Hereditaments and Estates so thereby respectively devised and limited and appointed, as therein and herein-before is mentioned, as and when, by virtue of or under the Devises or Limitations therein-before contained, they should successively and respectively be in the actual Possession of or entitled unto the Rents, Issues, and Profits of the same Manors and other Hereditaments and Estates respectively, if such Person or Persons respectively should have attained his, her, or their Age or Ages of Twenty-one Years, and also to and for the said Trustees, and the Survivors and Survivor of them, and the Heirs, Executors, Administrators, and Assigns of such Survivor, from Time to Time and at all Times during the Minority or respective Minorities of any such Person or Persons who by virtue of any of the Devises or Limitations as aforesaid should be so in possession or entitled as aforesaid, by any Indenture or Indentures, to be sealed and delivered by them or him respectively in the Presence of and attested by Two or more credible Witnesses, to demise, lease, or grant all or any Part or Parts of the said Testator's Real Estate so thereby respectively devised and limited as aforesaid, with their Appurtenances, (save and except his said Capital Messuage or Mansion House called *Cuckfield Place*, and the Offices, Grounds, and Appurtenances, thereto belonging, and the said Park and Lands called *Cuckfield Park*;) to any Person or Persons, for any Term or Number of Years absolute, not exceeding Twenty-one Years, to take effect in possession, and not in reversion or by way of future Interest, so as there should be reserved in every such Demise, Lease, or Grant the best or most improved yearly Rent or Rents to be incident to the immediate Reversion of the Hereditaments and Premises so to be demised that could be reasonably had or gotten for the same, without taking any Fine, Premium, or Foregift, or any thing in the Nature of a Fine, Premium, or Foregift, for the making thereof, and so as there should be therein contained in every such Demise or Lease a Condition of Re-entry on Nonpayment of the Rent or Rents thereby to be respectively reserved, and so as the Lessee or Lessees should execute a Counterpart or Counterparts thereof respectively, and thereby covenant for the due Payment of the Rent or Rents thereby to be respectively reserved, and should not be by any Clause or Words therein to be contained made dispunishable for Waste, or exempted from Punishment for committing Waste; provided always, and the said Testator declared his Will and Mind to be, that it should be lawful to and for the said Sir *Henry Poole*, *Thomas Athorpe*, and *John Thoyts*, and the Survivors and Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, at any Time or Times thereafter, of his or their own proper Authority, and at his or their own Discretion, during

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during the Life of his said Brother *Francis Sergison* as to his said Manors and other Hereditaments and Estates first thereby given and devised, and with the Consent and Approbation of his said Sister at any Time or Times during her Life as to the said last-mentioned Manors and other Hereditaments and Estates, from and after the Decease of and in the Event of her surviving his said Brother, and with the Consent and Approbation of his said Sister during her Life as to the said Manors and other Hereditaments and Estates thereby directed, limited, and appointed, and from and after the Decease of the Survivor of them his said Brother and Sister, then with the Consent and Approbation of the Person or Persons who for the Time being should be in the actual Possession or entitled to the Rents, Issues, and Profits of the said Manors and other Hereditaments and Estates thereby respectively devised and limited and appointed under or by virtue of the said Will, in case such Person or Persons should be then of full Age, or otherwise with the Consent and Approbation of his and their Guardian or Guardians respectively, (such Consent and Approbation as was thereby made necessary to be testified by any Writing under the Hand and Seal or Hands and Seals of the Person or Persons whose Consent and Approbation was thereby made requisite as aforesaid,) and to be attested by Two or more credible Witnesses, either for the Purpose of raising and paying such of his the said Testator's Débts and Funeral and Testamentary Expenses, and the Legacies therein-after bequeathed, as his Residuary Personal Estate should fall short of, be insufficient to pay or satisfy, or for any other Purpose or Purposes that might be deemed expedient by his said Trustees or Trustee for the Time being, to make Sale and absolutely dispose of or convey in Exchange for or in lieu of other Manors, Lands, or Hereditaments to be situate somewhere in that Part of *Great Britain* called *England* all or any Part or Parts of the said Manors or Lordships or other Hereditaments and Estates thereby respectively devised, limited, and appointed, with the Appurtenances thereof, (save and except his said Capital Messuage or Mansion House called *Cuckfield Place*, and the Offices, Grounds, and Appurtenances thereunto belonging, and the said Park and Land called *Cuckfield Park*, and also except his Capital Messuage called *Butler's Green*, and the Lands and Appurtenances then occupied therewith by *Edmund Smith* Esquire,) to any Person or Persons whomsoever, for such Price or Prices in Money, or for such other Equivalent or Recompence in Lands or Hereditaments as to them the said Sir *Henry Poole*, *Thomas Athorpe*, and *John Thoyts*, or the Survivors or Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, should seem reasonable, and upon Payment of the Money arising by the Sale of the said Manors or other Hereditaments and Premises or any Part or Parts thereof, to give and sign Receipts for the Money for which the same should be sold, which Receipt should be a sufficient Discharge

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to any Purchaser or Purchasers for the Purchase Money for which the same should be so sold, or for so much thereof as in such Receipts should be acknowledged or expressed to be received, and that such Purchaser or Purchasers, his or their Heirs, Executors, Administrators, or Assigns, should not afterwards be liable to see to the Application or be answerable or accountable for any Loss, Misapplication, or Non-application of such Purchase Money or any Part thereof; and that, when any of the said Hereditaments and Premises thereby respectively devised and limited and appointed should be so sold for a valuable Consideration in Money, and such Receipts should be given for the Purchase Money as aforesaid, and also when any of the said Hereditaments and Premises should be so sold or disposed of, or conveyed in exchange for or in lieu of any such other Manors, Lands, or Hereditaments as aforesaid, and the Fee Simple and Inheritance of such last-mentioned Manors, Lands, or Hereditaments should, upon the Face of the Conveyance or Conveyances thereof, appear to be well-vested in them the said Sir *Henry Poole*, *Thomas Athorpe*, and *John Thoyts*, or the Survivors or Survivor of them, or the Heirs, Executors, Administrators, and Assigns of such Survivor, all and every the Hereditaments and Premises so sold, disposed of, or conveyed should be and remain for ever thenceforth freed and absolutely discharged of and from all and every the Uses, Estates, Trusts, Declarations, and Provisoes in and by the said Will expressed, limited, declared, and contained touching and concerning the same, and that from thenceforth the Devises and Limitations therein-before contained, and so thereby made as aforesaid, should operate and enure as to such and so many of the same Hereditaments and Premises as should be so respectively sold or disposed of, or conveyed, to the Use and Behoof of such Purchaser or Purchasers, or of such other Person or Persons to whom the same should be respectively sold, disposed of, or conveyed, and of his and their Heirs and Assigns respectively, for ever, subject only to such Leases as should have been made thereof or of any Part thereof pursuant to the said Powers therein-before contained; provided nevertheless, and he further declared his Will and Mind to be, that when all or any Part or Parcel of the said Manors and other Hereditaments and Premises so thereby made saleable as aforesaid should be sold in pursuance of his Will, all and every or any of the Sum and Sums of Money which should arise by or from such Sale or Sales of any Part or Parts of his said Manors and other Hereditaments and Estates first thereby devised should be paid, applied, and disposed of in or towards the Payment, Satisfaction, or Discharge of such of his Debts, Funeral and Testamentary Expenses, and the Legacies thereby bequeathed, as his Residuary Personal Estate should be insufficient to pay or satisfy, or be otherwise disposed of in or towards the Payment, Satisfaction, or Discharge of any Mortgage or Mortgages or other Incumbrance

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or Incumbrances that should be then subsisting of or upon any of his said Manors and other Hereditaments and Estates first thereby devised, and that all and every or any of the Sum or Sums of Money which should arise by or from such Sale or Sales of any Part or Parts of his said Manors and other Hereditaments and Estates so thereby directed, limited, and appointed as aforesaid should be applied and disposed of in or towards the Payment, Satisfaction, or Discharge of any Mortgage or Mortgages or other Incumbrance or Incumbrances that should be then subsisting of or upon any of the said last-mentioned Manors and other Hereditaments and Estates; and that, subject to such discretionary Powers as aforesaid respecting the Application of all or any of the Monies to arise by or from such respective Sales as aforesaid, the same Monies respectively, or the Residue thereof, should with all convenient Speed be laid out and invested by them the said Sir *Henry Poole, Thomas Athorpe, and John Thoyts*, or the Survivors or Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, in the Purchase of other Manors, Messuages, Lands, or Hereditaments in Fee Simple in possession, to be situate, lying, and being somewhere in that Part of *Great Britain* called *England*, of a clear and indefeasible Estate of Inheritance, and as well the Manors, Messuages, Lands, and Hereditaments so to be purchased, as all and every the Manor or Manors, Messuages, Lands, and Hereditaments which should be vested in the said Sir *Henry Poole, Thomas Athorpe, and John Thoyts*, or in the Survivors or Survivor of them, or of their or his Heirs, Executors, Administrators, or Assigns, by way of or in exchange for or in lieu of all or any Part of the said Manors and other Hereditaments and Premises so thereby made saleable or exchangeable as aforesaid, should be settled, conveyed, and assured to such and the same Uses, upon such and the same Trusts, and for such and the same Intents and Purposes, under and subject to such and the same Powers, Provisoos, Conditions, and Agreements as were in and by the said Will limited, expressed, declared, and contained of and concerning such and so many of the said Manors and other Hereditaments and Premises thereby made saleable or exchangeable as should be so sold or exchanged as aforesaid, or as near thereto as the Deaths of Parties and other intervening Accidents would then admit of; and also, that in the meantime and until the Money arising by such Sale or Sales as aforesaid should be invested in a Purchase or Purchases, or otherwise applied or disposed of for any of the Purposes and in the Manner therein-before directed, it should be lawful to and for the said Sir *Henry Poole, Thomas Athorpe, and John Thoyts*, and the Survivors and Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, by and with such Consent and Approbation as aforesaid, or at their or his own Discretion, and of their or his own proper Authority, (as the Case might happen,) to place out or invest all or any Part or Parts of such Money

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Money, either at Interest in the Parliamentary Stocks or Public Funds, or in Government or upon Real Securities in *England*, in the Names of such Trustees or Trustee for the Time being; and also that it should be lawful to and for such Trustees or Trustee, and their or his Executors or Administrators, from Time to Time, with such Consent and Approbation as aforesaid, or of their or his own proper Authority, as the Case should happen, to call in the said Principal Money so placed out, and to place out the same again at Interest on such new or other Stocks, Funds, or Securities of the like Nature as they should think proper, and that the Interest, Dividends, and annual Produce arising from such Stocks, Funds, or Securities should go and be paid to such Person and Persons, and be applied to and for such Uses, Intents, and Purposes, and in such Manner, as the Rents and Profits of the said Hereditaments and Premises to be purchased therewith would go or be payable or applicable unto in case such Purchase or Purchases and Settlement was or were then actually made; provided also, and the said Testator further declared his Will and Mind to be, that it should be lawful to and for the said Sir *Henry Poole*, *Thomas Athorpe*, and *John Thoyts*, and the Survivors or Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, at any Time or Times thereafter, by and with such Consent and Approbation as aforesaid, at their or his own Discretion, and of their or his own proper Authority, (as the Case might happen,) to make or join or concur in making any Partition or Division or Partitions or Divisions of all or any of the Freehold or Copyhold Manor or Manors or Lordships, Messuages, Farms, Lands, Tithes, or Hereditaments whereof any undivided Part or Share or Parts or Shares was or were thereby devised or directed, limited or appointed, in order and to the Intent that specific and entire Messuages, Lands, Tenements, Tithes, or Hereditaments might be allotted, to be held in Severalty, for or in lieu of any such undivided Part or Share or Parts or Shares as last aforesaid, and that they the said Sir *Henry Poole*, *Thomas Athorpe*, and *John Thoyts*, and the Survivors and Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should and might and were and was thereby accordingly authorized and required to make, do, perform, and execute all and every such Acts, Deeds, Conveyances, Matters, and Things as should be advised or thought necessary in order to or for the Purpose of effectuating any such Partition or Division or Partitions or Divisions as aforesaid, but so nevertheless as that such and so many and such Parts of the said entire Manor or Manors or Lordships, Messuages, Farms, Lands, Tithes, Tenements, or Hereditaments, whereof any undivided Part or Share or Parts or Shares was or were thereby respectively devised and directed, limited and appointed, as upon every such Partition or Division should be set out
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and allotted to be held in Severalty for or in lieu of any or either of the same undivided Part or Share or Parts or Shares should be forthwith respectively conveyed, limited, and assured to such and the same Uses, and upon such and the same Trusts, and to and for such and the same Ends, Intents, and Purposes, and with, under, and subject to such and the same Provisoos, Powers, and Declarations as were in and by the Will limited, expressed, declared, and contained of and concerning the said undivided Part or Share or Parts or Shares thereby devised or directed, limited, or appointed of and in the said entire Manor or Manors or Lordships, Messuages, Farms, Lands, Tithes, Tenements, or Hereditaments, whereof any such Partition or Division should be so made as aforesaid, or such and so many of those Uses, Trusts, Intents, and Purposes as should be then subsisting or capable of taking effect; provided also, and he further declared his Will and Mind to be, that it should be lawful to and for the said Sir *Henry Poole*, *Thomas Athorpe*, and *John Thoyts*, and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor, upon any such Exchange or Partition or Division as should be made or effected in pursuance of the said Will, to take any Sum or Sums of Money by way of Equality of Exchange or Partition, and that the said Sum or Sums of Money should be applied in the same Manner as was therein-before directed or mentioned of or concerning the Money arising from the Sale or Sales to be made under the said Power of Sale therein-before contained; and he gave, devised, and bequeathed all the Household Goods and Furniture Implements of Household, Household Linen, Plate, Pictures, China, and Books whatsoever which at the Time of his Decease should be in or about his said Capital Messuage or Mansion House called *Cuckfield Place* or the Offices thereto belonging, and also all the Stock of Deer which should then be in the Park and Lands called *Cuckfield Park*, and the Offspring and Increase thereof, unto the said Sir *Henry Poole*, *Thomas Athorpe*, and *John Thoyts*, their Executors, Administrators, and Assigns, upon trust to permit and suffer the same respectively to be held, possessed, and enjoyed by the said Testator's said Brother *Francis Sergison* during his Life, and after his Decease upon trust to permit and suffer the same respectively to be held and enjoyed by his said Sister *Ann Pritchard* (if then living) during her Life, and from and after the Decease of the Survivor of them his said Brother and Sister then upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers and Provisoos, as (allowing for the different Nature and Quality of the Premises) would best and nearest correspond with the Uses, Trusts, Intents, and Purposes, Powers and Provisoos therein-before limited, expressed, or contained of and concerning his said Capital Messuage or Mansion House of *Cuckfield Place*, and his said Park, and Lands called *Cuckfield Park*, so that the

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same Household Goods and Furniture, Implements, Linen, Plate, Pictures, China, and Books, and Stock of Deer, bequeathed by him as aforesaid, might respectively from Time to Time, so far as the Rules of Law and Equity would permit, be held in trust for the Person or Persons who for the Time being should be entitled to the Possession of his said last-mentioned Capital Messuage or Mansion House and Park under or by virtue of the Limitations therein-before contained, yet so that the same Household Goods and Furniture, Implements, Linen, Plate, Pictures, China, Books, and Stock of Deer should not, as to the Effect or Purpose of Transmission, vest absolutely in a Son or Daughter of any Person thereby made Tenant for Life, unless such Son or Daughter should attain the Age of Twenty-one Years, or depart this Life under that Age leaving Issue of his or her Body living at the Time of his or her Decease, but that nevertheless the Son or Daughter so for the Time being entitled as aforesaid should, after the Death of his or her respective Parent, and during such Suspense of absolute vesting as aforesaid, be Usufructuary of the same Household Goods and Furniture, Implements, Linen, Plate, Pictures, China, Books, and Stock of Deer respectively; and the said Testator by his said Will gave and bequeathed several specific and pecuniary Legacies, and, subject to the Payment of his just Debts, Funeral and Testamentary Expenses, and also of the several Legacies thereby respectively bequeathed, he gave and bequeathed all the Residue and Remainder of his Ready Money, and Stocks, Funds, and Securities for Money, and also all and singular other his Personal Estate and Effects whatsoever and wheresoever which was or were not thereby otherwise specifically bequeathed or disposed of, unto or for the proper Use of and Benefit of his said Sister *Ann Pritchard*, her Executors, Administrators, and Assigns; provided always, and he also declared his Will and Mind to be, that if the said Trustees in and by his said Will nominated and appointed, or any future Trustee or Trustees to be appointed in the Stead or Place of them or any of them, as therein was mentioned, should happen to die, or be desirous of being discharged of and from or refuse or decline or be incapable to act in the Trusts so thereby reposed in them as aforesaid, before the said Trusts should be fully executed, performed, or discharged, then and in such Case, and when and so often as the same should happen, it should be lawful to and for the said Testator's said Sister during her Life, and after her Decease to and for the Person or Persons who for the Time being should be, or would be in case his said Brother was then dead, entitled to the Rents and Profits of his said Manors and other Hereditaments and Estates thereby respectively devised and limited and appointed, under or by virtue of the Devises and Limitations in the said Will contained, if such Person or Persons respectively should be of full
Age,

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Age, but if such Person or Persons respectively should be under the Age of Twenty-one Years, then to and for his, her, or their Guardian or respective Guardians, by any Writing or Writings under his, her, or their Hands and Seals or Hand and Seal, and to be attested by Two or more credible Witnesses, from Time to Time to nominate, substitute, or appoint any other Person or Persons to be a Trustee or Trustees in the Stead or Place of the Trustee or Trustees so dying, or being desirous of being discharged, or refusing, declining, or becoming incapable to act as aforesaid; and that when and so often as any new Trustee or Trustees should be nominated and appointed as aforesaid, all the Trust Estates, Monies, and Premises which should be then vested in the Trustee or Trustees so dying, or desiring to be discharged, or refusing, declining, or becoming incapable to act as aforesaid, either solely or jointly with the other Trustee or Trustees, should be thereupon with all convenient Speed conveyed, assigned, and transferred in such Sort and Manner and so as that the same might be legally and effectually vested in the surviving or continuing Trustee or Trustees of the same Trust Estate, Monies, and Premises respectively, and such new or other Trustee or Trustees, or if there shall be no such surviving or continuing Trustee or Trustees of the same Trust Estates, Monies, and Premises respectively, then in such new Trustees only, to the same Uses; upon the same Trusts, and for the same Intents and Purposes as were therein-after limited, expressed, and declared of and concerning the same Trust Estates, Monies, and Premises respectively, the Trustee or Trustees whereof should so die, or be desirous of being discharged, or refuse, decline, or be incapable to act as aforesaid, or such of them as should be then subsisting and capable of taking effect, and that every such new Trustee or Trustees should and might in all things act and assist in the Management, carrying on, and Execution of the Trusts to which they should be so appointed in conjunction with the other then surviving or continuing Trustee or Trustees of the same Trust Estates, Monies, and Premises respectively, if there should be any such surviving or continuing Trustee or Trustees, or if not by themselves, as fully and effectually, and with all the same Power and Powers, Authority and Authorities of Discretion, calling in, laying out, and investing, giving and signing Receipts and effectual Indemnifications and Discharges to Purchasers or others, and all other Powers and Authorities whatsoever, to all Intents, Effects, Constructions, and Purposes whatsoever as if he or they had been originally in and by the said Will nominated a Trustee or Trustees for the Purposes for which such new Trustee or Trustees respectively should be appointed Trustee or Trustees, and as the Trustee or Trustees in the said Will named, and his or their Heirs, Executors, or Administrators, in or to whose Place or Places such new Trustee or Trustees should respectively come or succeed, were or was enabled to do or could or might have done
under

Warden Sergison's Estate Act, 1853.

Codicil to
Will of W.
Sergison,
dated 23d
Feb. 1810.

under and by virtue of the said Will, if then living, and continuing to act in the Trusts thereby reposed in them or him; and he thereby nominated and appointed the said Sir *Henry Poole*, *Thomas Athorpe*, and *John Thoyts* Executors of the said Will: And whereas the said *Warden Sergison* the Testator, in such Manner as the Law required for rendering valid Devises of Freehold Estates, duly made, signed, and published a Codicil in Writing to his said Will, which Codicil bears Date the Twenty-third Day of *February* One thousand eight hundred and ten, and he thereby declared the same to be a Codicil to his said last Will and Testament; and directed the same to be annexed thereto and taken as Part thereof, and thereby, after declaring that since the making and publishing of his last Will and Testament he had purchased of the Devises in Trust of the last Will and Testament of his late Mother *Ann Sergison* deceased certain Freehold Parcels of Meadow Land, containing Three and a Half Acres or thereabouts, called *More Crofts*, and the Tithes thereof, situate in the Parish of *Cuckfield* aforesaid, and also certain Customary Lands and Tenements called Part of *Hoadsheaf* and *Holmhill* or *Inholms*, situate in *Cuckfield* aforesaid, and holden of the Manor of *Cuckfield*, to which said Customary Lands and Tenements *James Ingram* Esquire had been admitted as his Trustee, and that the said Testator's Cousin *Robert Jefferson* Esquire had been admitted to the Moieties of divers other Customary Messuages, Farms, Lands, Tenements, and Hereditaments situate at *Cuckfield* aforesaid, and holden of the said Manor of *Cuckfield*, to the Uses, upon and for the Trusts, Intents, and Purposes mentioned and expressed in a certain Deed Poll of Appointment bearing Date the Fifteenth Day of *March* in the Year of our Lord One thousand seven hundred and ninety-one, by virtue of and under which Uses and Trusts the said Testator was legally entitled to the said Moieties and Hereditaments, and that the said *Robert Jefferson* held the same as the said Testator's Trustee only, and that the said Testator had also since the making of his said last Will and Testament purchased of *John Picknell* certain Customary Lands and Tenements called *Stroods* in *Cuckfield* aforesaid, and holden of the same Manor of *Cuckfield*, together with a Piece of Ground thereto adjoining, late Parcel of the Waste of the Manor aforesaid, to which last-mentioned Customary Hereditaments and Premises *Thomas Cecil Grainger* Esquire had been admitted as his Trustee, and that he the said Testator had also purchased of *William Clutton* Esquire the Freehold Corn Tithes of a Close or Parcel of Land containing by Estimation Eight Acres, called the *Sloopfield*, situate in *Cuckfield* aforesaid, on the West Side of the Turnpike Road leading from *Saint John's Common* to *Ansty Cross*, Parcel of a certain Farm and Lands belonging to him called the *Riddens*, then in the Occupation of *Thomas Packham*, and had
also

Warden Sergison's Estate Act, 1853.

also purchased of the said *Thomas Cecil Grainger* Esquire certain other Freehold Corn Tithes issuing out of certain Farms, Lands, and Hereditaments belonging to him the said Testator, called *Slow Farm*, situate in *Cuckfield* aforesaid, in the Occupation of *Thomas Cook*, and a Garden and Close of Land thereto adjoining, in the Occupation of *James Juniper*, and out of a certain other Farm and Lands belonging to the said Testator, situate in *Cuckfield* aforesaid, called *Sparkes Hoder's Croft* and *Denman's*, in the Occupation of *Thomas Croucher*, and out of certain other Lands and Hereditaments situate in *Cuckfield* aforesaid, called *Courtlands*, partly in the Occupation of the said *Thomas Croucher*, and the Residue thereof in the Testator's own Possession, and also out of a certain other Farm and Lands situate in *Cuckfield* aforesaid, called *Whitehouse*, in the Occupation of *William Birt*, as by the Conveyance of the said Tithes bearing Date the Twentieth and Twenty-first Days of *October* One thousand eight hundred and nine would more fully appear, and that he had likewise purchased of the Reverend *Henry Chatfield* a certain Customary Messuage, Barn, and Lands situate in the Parish of *Keymer* in the County of *Sussex*, and holden of the Manor of *Keymer* aforesaid, called *Burnthouse*, late in the Occupation of *John Halcombe*, but then in the Testator's own Possession, he the said Testator by his said Codicil gave, devised, directed, limited, and appointed all and singular his said (after purchased) Freehold and Customary Messuages, Farms, Lands, Tenements, Moieties, Tithes, and Hereditaments, and also all other his Real Estate whatsoever not comprised in or devised, appointed, or disposed of by his said Will, with their respective Appurtenances, to such and the same Uses, and upon such and the same Trusts, and to and for such and the same Ends, Intents, and Purposes, and with, under, and subject to such and the same Provisoos and Declarations, as by and in his said last Will and Testament were limited, expressed, declared, and contained of and concerning his Manors or Lordships, Capital and other Messuages, Farms, Lands, Tenements, Tithes, Entirety and Entireties, Moiety and Moieties, and other Hereditaments and Premises comprised and mentioned in the Settlement made upon or previous to his Marriage with his said late Wife *Mary Ann Sergison* deceased, or to, for, or upon such and so many of those Uses, Trusts, Intents, and Purposes as at the Time of his Decease should be capable of taking Effect; and he by his said Codicil directed, declared, and appointed that the said *James Ingram*, *Robert Jefferson*, and *Thomas Cecil Grainger*, and their respective Heirs, and all and every other Person and Persons in whom the said Customary Messuages, Lands, Tenements, Moieties, and Premises, or any of them, were or was or thereafter should be vested, as his said Trustees or Trustee as aforesaid should from and immediately after his Decease stand and be seised of and in the same Customary Hereditaments respectively, and every Part and Parcel thereof, with their respective Appurtenances,

[*Private.*]

Warden Sergison's Estate Act, 1853.

to the several Uses, and upon the several Trusts, and for the several Ends, Intents, and Purposes therein-before by his said Codicil limited, expressed, and declared or referred unto of or concerning the same, and after a specific and pecuniary Bequest of small Value and Amount, and bequeathing to all the Servants who should be living in his Service at the Time of his Decease decent and proper Mourning, he by his said Codicil gave, devised, and bequeathed unto *Mary Ann Saunderson* and her infant Daughter One clear Annuity or yearly Rentcharge of Two hundred Pounds Sterling, to be paid to her the said *Mary Ann Saunderson*, for the Use and Benefit of herself and the said Child, until such Child should attain the Age of Twenty-one Years or be married, which should first happen, and from and after the said Child should attain the said Age of Twenty-one Years or be married, then he gave unto the said Child One clear Annuity of One hundred Pounds for the Term of her Life, and unto the said *Mary Ann Saunderson*, if she should be then living, One clear Annuity of One hundred Pounds for the Term of her Life, in lieu and stead of the last before-mentioned Annuity of Two hundred Pounds, but in case the said *Mary Ann Saunderson* should die before the said Child should attain the said Age of Twenty-one Years or be married, then he gave the said Child One Annuity of One hundred Pounds, to commence from the Death of her Mother, and to continue for the Term of her Life, as before mentioned, and in case the said Child should die before she should attain the said Age of Twenty-one Years or be married, then he gave the said *Mary Ann Saunderson* an Annuity of One hundred Pounds only, to commence from the Death of the said Child, and to continue for the Term of her Life, as before mentioned, in lieu and stead of the said last-mentioned Annuity of Two hundred Pounds, and he willed and directed that the said respective Annuities mentioned in his said Codicil as they should happen or accrue should be paid to the said *Mary Ann Saunderson* and the said Child by equal half yearly Payments at *Lady Day* and *Michaelmas Day*, and that such of them as should be then payable should commence at the ensuing *Lady Day* or *Michaelmas Day* after his Decease, and he charged such of the said Annuities as under or by virtue of his said Codicil should become and continue payable upon his *Butler's Green* Estate, comprised in his Marriage Settlement, and also upon the Freehold and Copyhold Lands and Hereditaments mentioned in the said Codicil, and he directed his Trustees Sir *Henry Poole* Baronet, *Thomas Athorpe* Esquire (in his said Will called by Mistake *Thomas Althorpe*), and *John Thoyts* Esquire, and the Survivors or Survivor of them, and the Heirs of such Survivor, to pay such of the said Annuities as should for the Time being become and continue payable from and out of the said respective Estates accordingly, and he also bequeathed unto his Servant *Nanny Stone* for her long and faithful Service and diligent Attention

to

Warden Sergison's Estate Act, 1853.

to his late Mother during her Illness and Infirmities the Sum of Two hundred Pounds Sterling, to be paid unto her within Six Months after his Decease, and to be raised out of his *Butler's Green* Estate and the said after-purchased Freehold and Customary Lands and Hereditaments thereby devised, and in all other respects whatsoever he ratified and confirmed his said Will: And whereas the said *Warden Sergison* the Testator departed this Life on or about the Ninth Day of *July* One thousand eight hundred and eleven, without having revoked or altered his said Will, save by the said Codicil thereto, and without having revoked or altered the said Codicil, and the said *Thomas Athorpe* and *John Thoyts* alone duly proved the said Will and Codicil in the Prerogative Court of the Archbishop of *Canterbury* on the Twenty-fourth Day of *October* One thousand eight hundred and eleven: And whereas by Deed Poll under the Hand and Seal of the said Sir *Henry Poole*, and bearing Date the Twelfth Day of *September* One thousand eight hundred and eleven, the said Sir *Henry Poole* absolutely disclaimed and renounced all and every the Estates, Effects, Trusts, Powers, and Authorities whatsoever which in and by the said recited Will of the said *Warden Sergison* deceased were respectively given, devised, limited, appointed, and bequeathed to him the said Sir *Henry Poole* jointly with the said *Thomas Athorpe* and *John Thoyts*: And whereas the said *Francis Sergison* departed this Life in the Month of *March* One thousand eight hundred and twelve: And whereas by virtue of the Sign Manual of His late Majesty King *George* the Fourth, bearing Date the Twenty-third Day of *April* One thousand eight hundred and twelve, the said *William Saint Pritchard* and *Ann Pritchard* his Wife, and the Issue of their Marriage, were authorized to take and use the Surname of *Sergison* in lieu of that of *Pritchard*, and to bear the Armorial Ensigns of *Sergison*, and they have accordingly since that Time taken and used the Surname of *Sergison*: And whereas the said *Thomas Athorpe* departed this Life in the Month of *October* One thousand eight hundred and thirty-four: And whereas by an Indenture of Appointment and Release and Assignment bearing Date the Second Day of *September* One thousand eight hundred and thirty-five, and made between the said *Ann Sergison*, formerly *Ann Pritchard*, of the First Part, the said *John Thoyts* of the Second Part, *Charles Francis Adey* of the Third Part, and the said *John Thoyts* and the said *William Sergison*, the Nephew of the said Testator, (therein described as the Reverend *William Sergison* the younger of *Walberton* in the County of *Sussex*, Clerk, youngest Son of the said *William Sergison* and *Ann* his Wife,) of the Fourth Part, she the said *Ann Sergison*, in pursuance of the Power for that Purpose given to her by the said Will, nominated, substituted, and appointed the said *William Sergison* the younger to be a

Deed Poll,
dated 12th
September
1811.

Indenture,
dated 2nd
September
1835.

Trustee

Warden Sergison's Estate Act, 1853.

Trustee of and under and for the Purposes of the said Will and Codicil of the said *Warden Sergison* the Testator respectively in the Stead or Place of the said *Thomas Athorpe* deceased; and further, by the said Indenture of Appointment and Release and Assignment, and the Lease for a Year on which the same was grounded, and by an Indenture of Release and Assignment endorsed on the said Indenture of Appointment, Release, and Assignment, and bearing Date the Fifth Day of *September* One thousand eight hundred and thirty-five, and made between the said *Charles Francis Adey* of the one Part, and the said *John Thoyts* and *William Sergison* the younger of the other Part, and grounded on a Lease for a Year therein referred to, and in pursuance of the Direction and by virtue of the Power for that Purpose contained in the said recited Will, all and singular the Freehold Manors or Lordships, Capital and other Messuages, Advowsons, Tithes, and all other the Freehold Hereditaments and Premises comprised in the said Will and Codicil, were appointed, conveyed, and assured unto the said *John Thoyts* and *William Sergison* the younger, their Heirs and Assigns, to the Uses, and upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Restrictions, Directions, and Declarations, and charged and chargeable with such Sum and Sums of Money, and with such Limitations and Remainders over, to, for, upon, with, under, and subject to which the same stood limited and settled and subject and liable to under and by virtue of the said recited Will and Codicil; and all and every the Household Goods and Furniture, Implements of Household, Household Linen, Plate, Pictures, China, and Books, Stock of Deer, and the Offspring and Increase thereof, and all other the Effects, Matters, and Things whatsoever which by the said recited Will were given and bequeathed to the said *Sir Henry Poole*, *Thomas Athorpe*, and *John Thoyts*, their Executors, Administrators, and Assigns, upon trust as aforesaid, were transferred and assigned unto the said *John Thoyts* and *William Sergison* the younger, their Executors, Administrators, and Assigns, to the Intent that the same might be held upon the Trusts of the said recited Will: And whereas the said *Ann Sergison* (formerly *Ann Pritchard*) departed this Life on or about the Second Day of *July* One thousand eight hundred and forty-eight, leaving the said *Warden Sergison* (herein described as *Warden Sergison* the Father) her eldest Son and the said *William Sergison* the younger her only Children her surviving, and she had no other Child, whereupon the said *Warden Sergison* the Father became entitled by virtue of the Limitations contained in the said recited Will and Codicil to the said Manors and Hereditaments thereby devised, limited, and appointed as aforesaid as Tenant for Life in possession, and entered into possession thereof or into the Receipt of the Rents and Profits thereof accordingly: And whereas the said *Warden Sergison* the Father intermarried with

with

Warden Sergison's Estate Act, 1853.

with *Editha Astley* Spinster, and such Marriage was solemnized in the Parish Church of *Saint Marylebone* in the County of *Middlesex* on the Twenty-second Day of *March* One thousand eight hundred and twenty-five: And whereas the said *Warden Sergison* the Father hath Issue by his Marriage *Warden Sergison*, his eldest born and only Son, (herein-after distinguished as *Warden Sergison* the Son,) who was born on or about the Thirteenth Day of *July* One thousand eight hundred and thirty-five, and is still living, a Minor and unmarried, (of the Age of Seventeen Years,) and Three Daughters, (namely,) *Editha Agnes Sergison*, who was born on or about the Eighth Day of *November* One thousand eight hundred and twenty-eight, *Adelaide Emily Sergison*, who was born on or about the Fifteenth Day of *January* One thousand eight hundred and thirty, and *Emily Sergison*, who was born on or about the Seventeenth Day of *July* One thousand eight hundred and thirty-one, and who are all living, and have attained their respective Ages of Twenty-one Years, and are unmarried, and he the said *Warden Sergison* the Father hath no other Issue: And whereas the said *William Sergison* the younger intermarried with *Jeannette Elizabeth Ives* Spinster, his First Wife, who departed this Life on or about the Eighteenth Day of *May* One thousand eight hundred and forty-six, and such Marriage was solemnized at *Southampton* on the Twenty-fifth Day of *April* One thousand eight hundred and thirty-two, and he had Issue by his said First Marriage Two Sons only, who are still Minors, and under the Age of Twenty-one Years, and unmarried, namely, *Charles Sergison* his eldest Son, who was born on or about the Eleventh Day of *June* One thousand eight hundred and thirty-four, and *Albert William Sergison*, his Second Son, who was born on or about the Sixteenth Day of *February* One thousand eight hundred and forty: And whereas the said *William Sergison* the younger intermarried with *Catharine Frances Eleanor Colegrave* Spinster, his Second Wife, who is still living, and such last-mentioned Marriage was solemnized at *Brighton* on the Twenty-eighth Day of *November* One thousand eight hundred and fifty, and he hath Issue by his said Second Marriage One Child only, namely, a Son called *William de Manby Sergison*, who was born on or about the Sixth Day of *December* One thousand eight hundred and fifty-one, and is still living, and he the said *William Sergison* the younger hath no other Male Issue than his Children herein-before mentioned: And whereas the said *John Thoyts* the Trustee departed this Life in the Month of *May* One thousand eight hundred and forty-nine, leaving the said *William Sergison* the younger his Co-trustee him surviving: And whereas by an Indenture of Appointment and Conveyance and Assignment bearing Date the Twenty-seventh Day of *November* One thousand eight hundred and fifty, and made between the said *Warden Sergison* the Father of the First Part, the said *William Sergison* the younger of the Second Part, *Henry Revel Homfray* of

Indenture,
dated 27th
November
1850.

[Private.]

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Warden Sergison's Estate Act, 1853.

the Third Part, and the said *William Sergison* the younger and the Right Honourable *Jacob Baron Hastings* Lord *Hastings*, and *James Chapman* Esquire, of the Fourth Part, in pursuance of the Power to that Effect contained in the said recited Will, the said *Warden Sergison* the Father did nominate, substitute, and appoint the said *Jacob Baron Hastings* and *James Chapman* to be Trustees of and under and for the Purposes of the before-recited Will and Codicil respectively, in the Stead or Place of the said *John Thoyts* and *Sir Henry Poole*; and further, by the said now-reciting Indenture, and by an Indenture of Conveyance and Assignment endorsed thereon, bearing Date the Twenty-eighth Day of *November* One thousand eight hundred and fifty, and made between the said *Henry Revel Homfray* of the one Part, and the said *Jacob Baron Hastings*, *James Chapman*, and *William Sergison* the younger of the other Part, and by virtue of the Power or Direction for such Purpose contained in the said recited Will, all and singular the Freehold Manors or Lordships, Capital and other Messuages, Advowson, Tithes, and all other the Hereditaments whatsoever and wheresoever which by virtue of the said recited Will and Codicil were then subject to the Limitations and Provisions in the same Will and Codicil contained, and especially to the Power therein contained for appointing new Trustees, together with the Appurtenances, were respectively conveyed and assured and vested in the said *Jacob Baron Hastings*, *James Chapman*, and *William Sergison* the younger, their Heirs and Assigns, to the Uses, and upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Restrictions, Directions, and Declarations, and charged and chargeable with the Sum and Sums of Money, and with the Limitations and Remainders over, subject to which the same Manors or Lordships and other Hereditaments then under and by virtue of the before-recited Will and Codicil respectively stood and were limited and liable; and further, it was agreed and declared that when and as the several Copyhold or Customary Messuages or Tenements, Lands, and Hereditaments then subject to the Limitations and Provisions contained in the said Will and Codicil or either of them, and especially to the Power therein contained of appointing new Trustees, should, pursuant to the said Power, have been vested, as the same were accordingly intended to be forthwith vested, in the said *Jacob Baron Hastings*, *James Chapman*, and *William Sergison* the younger, they the said *Jacob Baron Hastings*, *James Chapman*, and *William Sergison* the younger, their Heirs and Assigns, should thenceforth stand and be seised of and interested in the same Copyhold or Customary Messuages or Tenements, Lands and Hereditaments, and of and in their Appurtenances, to the Uses, and upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Restrictions, Directions, and Declarations, and charged

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charged and chargeable with the Sum and Sums of Money, and with the Limitations and Remainders over, to which the same should by virtue of the said Will and Codicil stand limited, settled, subject, and liable; and further, by the said Indentures now in recital, and by virtue of the said Power or Direction contained in the said Will, all the said Household Goods and Furniture, Implements of Household, and Household Linen, Plate, Pictures, China, and Books, Stock of Deer, and the Offspring and Increase thereof, and other Effects, Matters, and Things whatsoever which by the said recited Will were so given and bequeathed to the said *Sir Henry Poole Thomas Athorpe*, and *John Thoyts*, their Executors, Administrators, and Assigns upon and for the Trusts and Purposes therein declared, were assigned and transferred and vested in the said *Jacob Baron Hastings*, *James Chapman*, and *William Sergison* the younger, their Executors, Administrators, and Assigns, but upon the several Trusts nevertheless and to and for the several Ends, Intents, and Purposes, and with, under, and subject to the Powers and Provisoës, which in and by the said recited Will and Codicil are expressed and declared of and concerning the same, or to, for, or upon such and so many of those Trusts, Intents, and Purposes as were then subsisting or capable of being performed: And whereas the said *Warden Sergison* the Father lately purchased from the Devises in Trust of the late *Richard Hodd* for the Sum of Four thousand and fifty Pounds, and an additional Sum of Five hundred and three Pounds and Seven Shillings, such last Sum being the Value of the Timber thereon, a Farm, Lands, and Hereditaments situate in the Parish of *Cuckfield* aforesaid, and consisting of a Farmhouse with the necessary Farming Buildings and several Pieces of Land, with Two Cottages, containing altogether about One hundred and seventy-eight Acres Two Roods and Five Perches, the whole of which is Freehold of Inheritance, except a small Close, Part thereof, called *Edsare's Croft*, containing Two Acres and Thirty-five Perches, which is Copyhold of Inheritance held of the Manor of *Cuckfield* Vicarage, and a Cottage and Garden, other Part thereof, containing about Three Roods and Ten Perches, which are Copyhold of Inheritance held of the Manor of *Cuckfield*, and the Particulars of the said Farm and Hereditaments so purchased, and the Outgoings to which the same are liable, are specified in the First Part of the Schedule hereto, and the same Farm and Lands are immediately adjoining to and partly surrounded by Lands of the said Testator comprised in and devised by his said Will as aforesaid, and now subject to the Uses and Trusts declared by his said Will: And whereas other Lands and Hereditaments also adjoining to and partly surrounded by Lands of the said Testator's, devised by him as aforesaid, and now subject to the Trusts of his said Will, are now proposed or about to be offered for Sale, and consist of a Capital Mansion House and Land called *Bolmore* and *Saunders* in the Parish

Warden Sergison's Estate Act, 1853.

Parish of *Cuckfield* in the County of *Sussex*, the same being Freehold, Customary Freehold, and held of the Manor of *Heyworth* and *Trubweek*, with certain Commonable Rights appertaining thereto, and the Particulars of the Property proposed to be so offered for Sale are specified in the Second Part of the said Schedule hereto: And whereas the said *Warden Sergison* the Father, and also the present Trustees of the said Will of the said *Warden Sergison* the Testator, consider that it would be to the Advantage of the Persons interested in the said Estates and Hereditaments devised and settled as aforesaid by the said *Warden Sergison* the Testator by his said Will, and which are intended to be herein-after distinguished by the Description of the settled Estates of the said Testator, if the said Farm and Lands purchased by the said *Warden Sergison* the Father, and the said Lands now proposed to be offered for Sale, could be purchased, and added to the said settled Estates of the said Testator, and could be settled to the Uses of the said Will, so as to go with the said settled Estates, but there are no Means by which Money could be raised for effecting such Purpose unless by the Exercise of the Power of Sale contained in the said Will, and the said *Warden Sergison* the Father and the said Trustees consider that it would be beneficial that the Money necessary for effecting the said Purchases should be raised by Mortgage of Part of the said settled Estates, instead of resorting to a Sale of any Part thereof under the Power for that Purpose contained in the said Will, which Mortgages may hereafter be paid off by and with the Monies to arise from the Enfranchisement of the Copyholds, and from the Royalties to be payable for Brick-earth and Stone, under the Powers herein-after contained, and that it will also be for the Benefit of the Parties interested in the said settled Estates that Powers should be given to the Trustees of the said Will to procure from the Lords of the Manors of which the same are holden the Enfranchisement of the several Copyhold Hereditaments devised by or which by Purchase or otherwise shall become subject to the Uses of the said Will, and, if necessary, to raise Money by Mortgage of the said settled Estates, for the Purpose of procuring such Enfranchisement, and also that the said *Warden Sergison* the Father and the said Trustees should have full Powers to enfranchise the Copyhold Tenements held of the Manors or Parts of Manors comprised in the said settled Estates, and that it would be desirable that the Trustees of the said Will should have Power to grant Building Leases on the said settled Estates, and that the said Trustees should also have Power to get and work the Brick-earth and Stone, and to grant Leases or Licences for getting and working the Brick-earth and Stone, on the said settled Estates, and that it would be desirable to except from the said several Powers the Hereditaments which are by the said Will excepted from the
Power

Warden Sergison's Estate Act, 1853.

Power of Sale and Exchange contained in the said Will: And whereas by an Order of Vice Chancellor Sir *Richard Torin Kindersley* Knight, bearing Date the Thirtieth Day of *April* One thousand eight hundred and fifty-three, and made on the Petition of the said *Warden Sergison* the Father and *Warden Sergison* the Son, in Suits instituted in the High Court of Chancery between the Reverend *William Sergison* and *Ann* his Wife, since deceased, Plaintiffs, and the said *John Thoyts*, since deceased, *William Sergison* the younger, *Warden Sergison* the Father, and *Warden Sergison* the Son, by his Guardian, Defendants, and between the said *Warden Sergison* the Father, Plaintiff, and the said *William Sergison* the younger and *Warden Sergison* the Son, by his Guardian, Defendants, and between the said *Warden Sergison* the Father, Plaintiff, and the said *Jacob Baron Hastings*, *James Chapman*, *William Sergison* the younger, and *Warden Sergison* the Son, Defendants, it was ordered that the Plaintiff *Warden Sergison* the elder, and the Defendants *Jacob Baron Hastings*, *James Chapman*, and *William Sergison*, be at liberty, at the Costs of the Trust Estate of *Warden Sergison* the Testator, in the Pleadings mentioned, to apply to Parliament and take all necessary Proceedings for soliciting and obtaining an Act of Parliament for the Purpose of enabling the Trustees or Trustee of the said Will of the said Testator for the Time being, with the Consent of the Court of Chancery, to raise Money by Mortgage of the Real Estates devised by or subject to the Uses of the Will, and with the like Consent to apply the Monies so to be raised in the Purchase of Real Estates to be settled to the Uses of the said Will, or in the Enfranchisement of Copyhold Estates devised by or subject to the Uses of the Will, and to give the said Trustee or Trustees full Power, with the like Consent of the Court of Chancery, to effect such Enfranchisement, and to enfranchise Copyholds held of the Manors devised by or subject to the Uses of the said Will, and to enable the said Trustee or Trustees for the Time being of the said Will, with the like Consent of the Court of Chancery, to grant Building Leases of the Estates devised by or subject to the Uses of the said Will, and to enable the Trustees or Trustee for the Time being of the said Will to open, dig, and work the Quarries of Stone and Brick-earth upon the said Estate, and, with the like Consent of the Court of Chancery, to grant Leases and Licences to work such Stone and Brick-earth, Quarrying and other Leases, of any Part of the said Estate as aforesaid, excepting from such several Powers of leasing, and opening, letting, and working Stone and Brick-earth, the Hereditaments which are by the said Testator's Will excepted from the Power of Sale and Exchange, and to provide for the Repayment of the Monies to be raised by Mortgage as aforesaid, and for other the Purposes in the said Petition mentioned, and it was ordered that the Bill for that Purpose be approved of by

Order of
Court, dated
30th April
1853.

[*Private.*]

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the

Warden Sergison's Estate Act, 1853.

the Judge of the Court, to whom these Causes are attached: And whereas the said Farm so purchased by the said *Warden Sergison* the Father as aforesaid, and which is called the *Ansty Cross* Estate, is adjoining to the said Park called *Cuckfield Park*, and is considered eligible for Building Purposes, and the Conversion of it to that Purpose it is considered would materially injure the said Mansion House called *Cuckfield House* as a Residence, and the said Lands and Hereditaments proposed to be sold, and which are called the *Bolnore* Estate, comprise Two Tenements, called *Bolnore* and *Saunders's*, containing nearly One hundred and eight Acres, held of the Manors of *Heyworth* and *Trubweek* (which Manors are Parts of the said settled Estates of the said Testator), and these Tenements are entitled to valuable Rights of Common on *Hayward's Heath*, also Part of the same Manors: And whereas there are nearly Three hundred Copyhold Tenants holding Tenements under the Manors comprised in the said settled Estates of the said Testator, and it is expected that considerable Sums of Money, amounting to Fifteen thousand Pounds or thereabouts, will become payable to the Trustees for the Enfranchisements of such Copyholds, which Sums must be invested in the Purchase of Estates to be conveyed to the Uses of the said settled Estates, or might be applied in paying off Incumbrances thereon, and such Monies it is considered will form a Fund for the Repayment of the Money to be raised by Mortgage under the Powers herein-after contained: And whereas there are several Parts of the said settled Estates which are considered to be fit and desirable for Building Purposes, and it is considered that it would be advantageous to the Persons interested therein if the Trustees could grant Building Leases thereof for sufficiently long Terms to induce the Lessees to erect Houses of a good Class thereon: And whereas there are Quantities of Brick-earth and Stone available for Building Purposes on Parts of the said settled Estates, which would become valuable if the said Trustees were enabled to get and work the same, so as to be available for the Purposes of Lessees taking Building Leases and for other Purposes, and the Royalties to be obtained for working the same would, after Payment thereof of a fair Proportion to the Tenant for Life, form a further Fund towards Repayment of the Monies to be raised by Mortgage, under the Powers herein-after contained: And whereas the several beneficial Objects aforesaid cannot be effected without the Aid and Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subject, the said *Warden Sergison* the Father, doth most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen'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.

I. That

Warden Sergison's Estate Act, 1853.

I. That all and singular the Powers of purchasing Lands and Hereditaments, and of raising Money on Mortgage, and of granting or contracting for the granting of Building Leases, hereby given to the Trustees or Trustee for the Time being of the said Will of the said *Warden Sergison* the Testator, shall be exercised, with the Sanction of the High Court of Chancery, to be obtained summarily on Summons or Petition by the Trustees or Trustee for the Time being of the said Will.

Powers of purchasing, mortgaging, and granting Building Leases, to be exercised with Sanction of the Court of Chancery.

II. That it shall be lawful for the said *Jacob Baron Hastings*, *James Chapman*, and *William Sergison* the younger, and the Survivors or Survivor of them, and the Executors, Administrators, or Assigns of such Survivor, or other the Trustees or Trustee for the Time being of the said Will of the said *Warden Sergison* the Testator, with such Sanction of the Court of Chancery as aforesaid, and with the Consent in Writing of the said *Warden Sergison* the Father during his Life, and after his Decease then with the Consent in Writing of the Person or Persons for the Time being entitled as Tenant for Life or in Tail to the Rents and Profits of the said Hereditaments devised by the said Testator as aforesaid, if such Person or Persons shall be of the Age of Twenty-one Years, but if not of such Age, then with the Consent in Writing of his, her, or their Guardian or Guardians, and if such Person or any such Persons so for the Time being entitled as Tenant for Life or in Tail shall be a married Woman or married Women, then with the Consent in Writing as well of her or their Husband or respective Husbands as of such married Woman or Women, to purchase or contract or agree to purchase or take from the said *Warden Sergison* the Father, his Heirs, Appointees, or Assigns, the said Farm and Lands purchased by the said *Warden Sergison* the Father as aforesaid, and described in the said First Part of the Schedule hereto, and to purchase or contract or agree to purchase from the Owner or Owners thereof the said Lands and Hereditaments proposed to be offered for Sale as aforesaid, and described in the said Second Part of the said Schedule hereto, or any Part or Parts of the said Lands, and to purchase the said Farm and Lands purchased by the said *Warden Sergison* the Father at the same Price and under the same Conditions as the same were purchased by him, or at such other Price or Prices as the said Trustees or Trustee for the Time being may think reasonable, and to purchase the said Lands and Hereditaments described in the said Second Part of the said Schedule hereto, or any Part thereof, under the Conditions under which the same shall be offered for Sale, and at such Price or Prices as the said Trustees or Trustee may deem fair and reasonable.

Power to purchase the Lands specified in the Schedule.

III. That it shall be lawful for the said *Jacob Baron Hastings*, *James Chapman*, and *William Sergison* the younger, and the Sur-

Powers to Trustees to obtain En-
vivors

Warden Sergison's Estate Act, 1853.

franchise-
ments of
Copyhold
Estates.

vivors and Survivor of them, his Heirs and Assigns, or other the Trustees or Trustee for the Time being of the said Will, with such Consent as aforesaid, from Time to Time or at any Time to purchase or obtain from the Lord or Lords, Lady or Ladies of the Manor or respective Manors, or of any Part or Parts of the Manors or respective Manors of which any of the Freehold Hereditaments comprised in and devised by the said Will and Codicil as aforesaid, or to be purchased under the Power aforesaid, which are subject to any Rents, Fines, Heriots, or other Dues or Services or Rights to or in the Lord or Lords or Lady or Ladies of such Manor or Manors, or the said Copyhold Hereditaments comprised in and devised by the said Will and Codicil respectively, and the said Copyhold Hereditaments contracted to be purchased or which may be contracted to be purchased by the said Trustees or Trustee for the Time being of the said Will, by virtue of the Power hereby given to them for that Purpose, or any of the said Copyhold Hereditaments, are held, an Enfranchisement or Enfranchisements of all or any of the said Freehold Hereditaments so subject as aforesaid, or of the said Copyhold or Customary Hereditaments, either in consideration of a Sum or Sums of Money, or in consideration of One or more yearly Freehold Rentcharge or Rentcharges in Fee, to be issuing out of and chargeable upon the Hereditaments which shall be agreed to be enfranchised in consideration of such Rentcharge, and to make or cause or procure to be made all such Conveyances and Assurances as shall be necessary for effectually enfranchising the Hereditaments so to be enfranchised, and to charge with a Rentcharge in Fee to the Lord or Person or Persons making such Enfranchisement, and his, her, or their Heirs and Assigns, such Hereditaments as shall be enfranchised in consideration of a Rentcharge, so that such Freehold Hereditaments enfranchised may thenceforth be held free from all or any such Rents, Fines, Heriots, Dues, Services, and Rights, and that such Copyhold Hereditaments may become Freehold.

and to grant
Enfranchise-
ment of Copy-
holds, held of
settled
Manors.

IV. That it shall be lawful for the said *Jacob Baron Hastings*, *James Chapman*, and *William Sergison* the younger, and the Survivors and Survivor of them, his Heirs and Assigns, or other the Trustees or Trustee for the Time being of the said Will of the said *Warden Sergison* the Testator, with such Consent as aforesaid, from Time to Time to grant any such Enfranchisement or Enfranchisements of any Freehold or Copyhold or Customary Hereditaments held of any Manor or Manors the Entirety of which Manor or Manors is comprised in and devised by the said Will, and to join and concur with any other necessary Party or Parties in granting an Enfranchisement or Enfranchisements of any Freehold or Copyhold or Customary

Warden Sergison's Estate Act, 1853.

Customary Hereditaments held of any Manor or Manors of which an undivided Part is comprised in and devised by the said Will; and that such Power of granting or joining or concurring in granting Enfranchisements shall extend as well to the Freehold and Copyhold or Customary Hereditaments comprised in the said Will and Codicil as to the Freehold and Copyhold or Customary Hereditaments to be purchased as aforesaid; and that any Enfranchisement or Enfranchisements so to be granted shall and may be made either in consideration of a Sum or Sums of Money, or in consideration of One or more yearly Rentcharge and Rentcharges in Fee, every such Rentcharge to be issuing out of or chargeable upon the Hereditaments to be enfranchised in consideration thereof: Provided always, that in Cases where the Freehold or Copyhold Tenements or Shares of Freehold and Copyhold Tenements enfranchised by the Trustees or Trustee are held upon the Trusts of the said Will and Codicil, no Consideration shall be taken for the Enfranchisement thereof, but the same shall merge in the Freehold of the Manors or Parts of Manors of which the same were respectively holden; and provided further, that it shall be lawful for the said Trustees or Trustee for the Time being of the said Will to make and concur in and procure all such Grants, Surrenders, Conveyances, and Assurances as shall be necessary for effectually enfranchising the Hereditaments of which an Enfranchisement may be granted.

V. That when and as often as in pursuance of the Powers herein contained the said Trustees or Trustee for the Time being shall purchase any Lands and Hereditaments, or shall purchase or obtain or procure an Enfranchisement of any Freehold or Copyhold or Customary Lands and Hereditaments comprised in the said Will and Codicil respectively, or which shall become subject to the Trusts thereof, or any Rentcharge or Rentcharges, or Part or Share of a Rentcharge or Rentcharges, shall be granted as the Consideration of the Grant of any Enfranchisement by the said Trustees or Trustee by virtue of the Power given by these Presents, then and in every such Case the Trustees or Trustee for the Time being of the said Will shall make or cause to be made and have Power to make and execute all such Conveyances and Assurances as shall be necessary or proper for assuring and settling the Lands so respectively purchased or enfranchised, and such Rentcharge or Rentcharges or Part or Share of a Rentcharge or Rentcharges, unto the said *Jacob Baron Hastings, James Chapman, and William Sergison the younger*, and their Heirs, or such Trustee or Trustees as aforesaid of the said Will of *Warden Sergison the Testator*, subject to such Mortgage (if any) as may be made by virtue of the Power herein-after contained, to the Uses, upon and for the Trusts, Intents, and Purposes, and under and subject to the Powers and Provisoos in and by the said

Direction to assure Lands purchased and enfranchised and Rentcharges to Uses of the settled Estates.

[Private.]

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Will

Warden Sergison's Estate Act, 1853.

Will of the said *Warden Sergison* the Testator expressed and declared of and concerning his said settled Estates, or such of the same Uses, Trusts, Intents, and Purposes as shall be then subsisting or capable of taking Effect.

Trustees empowered to effect the Purchases and Enfranchisements under the Powers of the Act and to raise Money by Mortgage of the settled Estates, except the Mansions and Park and the Lands going therewith.

VI. That it shall be lawful for the said Trustees or Trustee to levy and raise such Sum or Sums of Money (not exceeding in the whole the Sum of Fifteen thousand Pounds) as may be necessary for paying and defraying the Purchase Money or Purchase Monies of the Lands and Hereditaments so to be purchased, and the Consideration-Money to be paid for such Enfranchisement or Enfranchisements, together with the Costs and Expenses of and incidental to such Purchase or Purchases or Enfranchisements, and the Investigation or Proof of the Title to the Lands and Hereditaments to be purchased or enfranchised, and the Conveyance or Assurance of the same Hereditaments to the Trustees or Trustee, together with the Costs and Expenses of and incidental to the raising of such Sum or Sums of Money, by One or more Mortgage or Mortgages, either alone or in conjunction with the Hereditaments so to be purchased or enfranchised, of all or any Part or Parts of the said settled Estates of the said Testator (except the said Capital Messuage or Mansion House called *Cuckfield Place*, and the Offices and Grounds and Appurtenances thereto belonging, and the said Park and Lands called *Cuckfield Park*, and also except the said Testator's said Capital Messuage called *Butler's Green*, and the Lands in the said Will mentioned to be held therewith by *Edmund Smith*, and except all other (if any) the Lands and Hereditaments in the said Will excepted from the Power of Sale therein contained), and such Mortgage or Mortgages may be made either by Demise or otherwise as to the said Trustees or Trustee may seem expedient for effectually charging the Sum or Sums of Money so to be raised as last aforesaid on the Inheritance of the Hereditaments comprised in such Mortgage or Mortgages, and all and every the Sum or Sums of Money so to be levied and raised on such Mortgage or Mortgages, and the Interest thereof, shall be paid to the Person or Persons, Body or Bodies Politic or Corporate, advancing or lending the same, at the Times and in manner herein-after mentioned, (that is to say,) the Interest thereof or of so much thereof as shall for the Time being remain unpaid at such Rate as shall be stipulated for and agreed to be paid by Four equal quarterly Payments in the Year on the Days to be in the Mortgage or Mortgages respectively appointed, and it shall be lawful for the Person or Persons making such Mortgage or Mortgages to make and enter into such Stipulation or Agreement for the Repayment of the Principal Sum or Sums secured by such Mortgage or respective Mortgages, by Instalments or otherwise, and at such Day or Time or Days or Times and in such Manner as they or he shall think most beneficial.

VII. That

Warden Sergison's Estate Act, 1853.

VII. That the said *Warden Sergison* the Father, his Executors or Administrators, and every succeeding Tenant in Tail during his Minority, shall from Time to Time pay and keep down the Interest which during his Life shall become due on the Principal Money secured by such Mortgage or Mortgages, or on such Part of the said Principal Money as for the Time being shall remain unpaid, and also, in case of his Death, so much of the quarterly Payment of Interest upon any of the said Principal Money as shall be in proportion to the Time which he shall have lived of the then current Quarter of a Year, and that the said *William Sergison* the younger, his Executors or Administrators, in case he shall become entitled as Tenant for Life in possession to the said Hereditaments by virtue of the said Will, and every succeeding Tenant in Tail during his Minority, shall from Time to Time pay and keep down the Interest which shall during the Time he shall be such Tenant for Life or Tenant in Tail become due on the same Principal Money, and also in case of his Death a like Proportion of such Interest to the Time of his Decease, and that every Mortgage that during the Life of the said *Warden Sergison* the Father shall be made in pursuance of this Act, and every Mortgage which whilst the said *William Sergison* the younger shall be such Tenant for Life shall be made in pursuance of this Act, shall contain a Covenant from the said *Warden Sergison* the Father or from the said *William Sergison* the younger (as the Case may be), for himself, his Heirs, Executors, and Administrators, to pay and keep down so much of the Interest as shall become payable upon such Mortgage or Mortgages during his natural Life, together with such a proportionable Part of such Interest as aforesaid: Provided always, that no Person or Persons, Body or Bodies Politic or Corporate, shall, under or by virtue of any such Mortgage or Mortgages as aforesaid, or of anything in this Act contained, be entitled to recover, after the Decease of the said *Warden Sergison* the Father, or any succeeding Tenant in Tail, as against the Hereditaments and Estate comprised in such Mortgage, or any of them, or any Part or Parts thereof respectively, more than Six Months Arrear of such of the Interest upon any Principal Sum for the Time being due and owing upon such Mortgage or Mortgages as aforesaid as shall have accrued due and become payable during the Life of the said *Warden Sergison* the Father, or any succeeding Tenant in Tail, nor to recover, after the Decease of the said *William Sergison* the younger, if he shall become entitled in possession as such Tenant for Life as aforesaid, or any succeeding Tenant in Tail, as against the same Hereditaments, more than Six Months Arrear of such of the Interest upon any Principal Sum due as aforesaid as shall have accrued during the Time the said *William Sergison* the younger, or any succeeding Tenant in Tail, shall have been such Tenant for Life or Tenant in Tail, and further, that the Person or Persons who shall become entitled in possession to the said Hereditaments

Tenant for Life to keep down Interest of Mortgagees.

Mortgagees not to recover against the mortgaged Estates more than Six Months' Arrear of Interest accrued during Life of Tenant for Life.

Warden Sergison's Estate Act, 1853.

Hereditaments at the Decease of the said *Warden Sergison* the Father shall be entitled to recover as a Debt of the said *Warden Sergison* the Father, from his Heirs, Executors, or Administrators, so far as his Estate and Effects will extend, all the Arrears of the said Interest which shall accrue in his Lifetime; and that in case the said *William Sergison* the younger shall become entitled as such Tenant for Life as aforesaid, then also the Person or Persons who shall become entitled in possession to the said Hereditaments at his Decease shall be entitled to recover as a Debt of the said *William Sergison* the younger, from his Heirs, Executors, or Administrators, so far as his Estate and Effects will extend, all the Arrears of the said Interest which shall accrue whilst he shall be such Tenant for Life.

Power to the Trustees to grant Building Leases, for Terms not exceeding Ninety-nine Years, of Part of the settled Estates.

VIII. That it shall be lawful for the said Trustees or Trustee for the Time being of the said Will, by and with such Consent in Writing as aforesaid, and in the Case of Copyhold or Customary Hereditaments with the Licence also of the Lord or Lords or Lady or Ladies of the Manor or Manors of which the same shall be holden, where such Licence shall be necessary, from Time to Time to demise or lease all or any of the said settled Estates of the said Testator, and of the Lands so to be purchased, (except the Mansion, Parks, Lands, and Hereditaments excepted from the Power of Sale in the said Testator's Will, and except the Hereditaments comprised in the First Part of the said Schedule hereto,) for any Term or Number of Years absolute not exceeding Ninety-nine Years, to take effect in possession, and not in reversion or by way of future Interest, to any Person or Persons who shall be willing to erect or build any House or Houses, Erections or Buildings, on the Land or Ground proposed to be demised, or any Part thereof, or to improve or repair any House or Houses, Erections or Buildings which now is or are or hereafter shall be on the same Land or Ground, or to erect or build any other House or Houses, Erections or Buildings in lieu thereof or in addition thereto, or who shall be willing to annex any Part of the said Land or Ground for Pleasure Grounds, Paddocks, or Plantations, for detached Villas, or for Gardens, Yards, or other Conveniences to Houses or Buildings erected or built or to be erected or built on the said Land or Ground or any Part thereof, or on any adjoining Land or Ground, or otherwise to improve the said Premises or any Part thereof; and with or without Liberty for the Lessees to take down all or any of the Buildings standing on the Premises so demised or to be demised, and by Sale or otherwise to convert and dispose of the Materials thereof to such Purposes as may be agreed on; and also with or without Liberty for the Lessees to erect Villas and detached Residences, with suitable Offices, and to appropriate a convenient Part of the Land adjoining for Pleasure Grounds,

Warden Sergison's Estate Act, 1853.

Grounds, Paddocks, or Plantations to such Villas, or otherwise for the Convenience, Use, or Enjoyment of the Tenants thereof, and also with or without Liberty for the Lessees to set out and allot any Parts of the Land or Ground comprised in such Leases respectively, or hereby authorized to be demised, as and for the Site of Streets, Squares, Circuses, or other Spaces of Ground, Roads, Lanes, Courts, Ways, Avenues, Paths, Passages, Sewers, Drains, Walls, Fences, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise for the Use and Convenience of individual Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement or Advantage thereof; and also with or without Liberty for the Lessees to dig and make, in or under any of the Land or Ground which may be set out or allotted for Streets, Squares, Circuses, Roads, Lanes, Courts, Ways, Avenues, or Passages as aforesaid, Arches, Cellars, or other Easements to any Houses or Buildings; and also with or without Liberty for the Lessees to fell, cut, dig, and to use or carry away, sell and dispose of, in and upon or out of the Land or Ground comprised in their respective Leases, such Timber, Earth, Clay, Loam, Sand, Gravel, or other Materials as it may be necessary or convenient to use or remove for effecting any of the Purposes aforesaid, and also to dig any Earth or Clay out of any convenient Part or Parts of such Land or Ground, or of the Land hereby authorized to be demised, and to manufacture the same into Bricks or Tiles to be used in such new Buildings, Repairs, or Improvements to be erected on the said Lands; and either with or without any other Liberties or Privileges which may be usual in Leases of a similar Description; so that in every such Lease there be reserved (except in those where a Peppercorn Rent may be reserved, according to the Provisions herein-after contained,) the best yearly Rent that can according to the Nature of the Case be reasonably obtained for the Premises demised, to be made payable quarterly or half-yearly, without any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift, being taken for making such Lease, but with or without a Covenant or Agreement that all or any Part of the Fines, Heriots, Fees, and Expenses on the Death of or Alienation by the Lord or Lords, Tenant or Tenants, and the annual Quitrents and other Customary Payments, or the Rentcharge or Rentcharges for which the same may be commuted, which may become due and payable to the Lord or Lords of the Manor or Manors in respect of the Premises comprised in any such Demise which may be Copyhold or Customary, shall respectively be paid by the Person or Persons for the Time being entitled to the Premises to be leased, in possession, or in remainder or reversion immediately expectant on the subsisting Term or Terms therein respectively, or that the Lessee or Lessees, his, her, or their Executors, Administrators or Assigns, shall be allowed to retain the same respectively out of the yearly Rent or Rents

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Warden Sergison's Estate Act, 1853.

to be reserved by such Leases respectively; and so that in every such Lease made for the Purpose of having Buildings finished or erected and built there be contained a Covenant on the Part of the Lessee or Lessees substantially to build and finish, under the Inspection and with the Approbation of the Surveyor of the Lessors, the Houses or other Buildings which may be agreed to be erected or built on the Premises, if not then already done, within a Time to be specified for that Purpose, and to keep in repair during the Term such Houses and other Buildings; and so that in every such Lease made for the Purpose of having Buildings rebuilt or repaired there be contained a Covenant on the Part of the Lessee or Lessees substantially to rebuild or repair the same within a Time to be specified for that Purpose, and to keep in repair during the Term the Houses and other Buildings agreed to be rebuilt or repaired; and so that in every such Lease, whether for rebuilding, repairing, or otherwise, there be contained a Covenant from the Lessee or Lessees for the due Payment of the Rent or Rents thereby to be reserved, unless the same shall be a Peppercorn, and of all Taxes, Charges, Rates, Assessments, and Impositions whatsoever affecting the same Premises, and also a Covenant for the due Payment of all such Fines, Heriots, and Expenses, Quitrents, Rentscharge, and other Amounts and Sums, if any, payable to the Lord or Lords for the Time being of the Manors of any Copyhold Lands or Grounds to be comprised in any such Demise, or of any Messuages or Buildings erected or to be erected on any such Copyhold Lands or Grounds, as shall in and by any such Lease and Demise be agreed to be paid by any Lessee or Lessees, and also a Covenant for keeping the Houses and Buildings erected and built or improved on the Premises insured from Loss or Damage by Fire to the Amount of Two Thirds at least of the Value thereof in some or One of the Public Offices of Insurance in *London* or *Westminster*, and to lay out the Money to be received by virtue of such Insurance, and all such other Sums of Money as shall be necessary, in substantially rebuilding, repairing, and reinstating such Messuages or Buildings as shall be destroyed or damaged by Fire, or a Covenant to allow the Lessors to effect such Insurances as may be necessary, and to add the Premiums payable thereon to the Rent reserved in such Leases, and a Covenant to surrender and leave in repair the Houses and other Buildings to be erected and built, and built or repaired, on the Premises comprised in any such Lease, on the Expiration or other sooner Determination of the Term to be thereby granted, and also a Proviso or Condition of Re-entry for Nonpayment of the Rent to be reserved, unless the same shall be a Peppercorn, if the same should be in arrear for Twenty-one Days, and not paid when demanded, on or at any Time after the Expiration of the said Twenty-one Days, but with or without a Proviso or Condition for Re-entry for Nonobservance or Non-performance

Warden Sergison's Estate Act, 1853.

performance of all or any of the Covenants and Provisoes therein contained as may be agreed on, and also all such other Covenants, Conditions, and Provisions, if any, as may appear to be reasonable and proper; and so that the respective Lessees execute Counterparts of their respective Leases; and so that no Lessees to whom any such Lease shall be made be by any Clause or Words therein contained authorized to commit Waste, or exempted from Punishment for committing Waste, save so far as may be necessary for the Purposes hereby authorized and so that no Lease be made of any Copyhold or Customary Lands unless the same shall be consistent with or authorized by the Custom of the Manor or Manors of which the same shall be held, or with the Licence of the Lord or Lords for the Time being of the said Manor or Manors.

IX. That from and immediately after the passing of this Act it shall be lawful for the said *Jacob Baron Hastings, James Chapman,* and *William Sergison* the younger, and the Survivors and Survivor of them, his Heirs or Assigns, or other the Trustees or Trustee for the Time being of the said Will, with such Consent in Writing as aforesaid, to enter into any Contract or Contracts in Writing for granting any Lease or Leases under the Terms authorized by the Power of leasing herein-before contained of all or Part or Parts of the said Lands and Hereditaments hereby authorized to be demised; and also to agree or join in agreeing that when and as any Land or Buildings that shall be so agreed to be let, or any Part or Parts thereof, shall be laid out, formed, or improved, and built upon or repaired, in the Manner and to the Extent to be stipulated in any such Contract or Contracts, then the Land and Buildings and Premises mentioned in such Contract or Contracts, or any Part or Parts thereof, shall be demised, in pursuance of the Power herein-before contained, to the Person or Persons contracting to take the same as aforesaid, or his, her, or their Executors, Administrators, or Assigns, or to such Person or Persons as he, she, or they shall appoint in that Behalf, such last-mentioned Person or Persons to be approved of by the said Trustees or Trustee for the Time being of the said Will, for and during the Remainder of the Term or Terms to be specified in such Contract or Contracts, and in such Parcels, and under and subject to such Portions of the yearly Rent or Rents to be specified by such Contract or Contracts, as shall be thought proper, but so nevertheless that the yearly Rent to be reserved shall not exceed One Sixth Part of the clear yearly Rackrent Value when fit for Habitation and Use of the Lands and Buildings comprised in such Lease; and to agree or join in agreeing that the yearly Rents in such Contract or Contracts agreed to be reserved may be made to commence at such Period or Periods not exceeding One Year from the Date of such Contract or Contracts, and may be made to increase periodically,

Trustees, with Consent, may enter into Contracts for such Building Leases.

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periodically, beginning with such Proportion of the full Rent thereby agreed to be paid as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient or thought proper, for a Period not exceeding Four Years, and shall in such Contract or Contracts be provided for; and also to agree or join in agreeing that the Person or Persons with whom such Contract or Contracts may be entered may, until such Lease or Leases shall be granted, exercise and enjoy all or any of the Liberties which are authorized to be granted to Lessees under the Power of leasing herein-before contained.

Clause of Re-
entry to be
inserted in
every such
Contract.

X. That in every Contract which shall be entered into in pursuance of this Act there shall be inserted a Clause or Condition for vacating the same as to and for Re-entry into and upon such Part or Parts of the Premises therein comprised and agreed to be let as shall not have been actually leased in Performance of the same Contract, in case the Hereditaments and Premises comprised in any such Contract shall not be built upon, or rebuilt, repaired, laid out or formed, or improved, in the Manner in such Contract to be stipulated, and within a reasonable Time to be therein appointed, and also a Clause or Condition that the Person or Persons to whom such Lease or Leases ought to be granted pursuant to such Contract or Contracts shall accept the same, and execute a Counterpart or Counterparts thereof, and enter into a Covenant to pay such Charges of preparing the same, and within such Time as is therein mentioned; and that in default thereof such Contract shall as to all the Premises not actually leased in pursuance of the same Contract be void; and every such Contract shall be binding upon all Parties having any Estate or Interest, at Law or in Equity, in the Premises subject to the Trusts of the said Will of the said *Warden Sergison* the Testator, and all Persons claiming under them, and shall be carried into execution by a Lease or Leases to be granted in pursuance of the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable; and it shall be lawful for the Persons or Person executing the said Power of leasing herein-before contained, or this present Power, in and by such Lease or Contract as aforesaid to agree upon the Costs, Charges, and Expenses which shall be paid by such Lessee or Lessees as aforesaid for Surveys and other Works preliminary to or consequential upon the making of any such Leases or Contracts, and the preparing and executing of the said Contract or Contracts, and the Lease or Leases so to be granted as aforesaid, and the Counterpart or Counterparts thereof, and the Time or Times at which such Costs, Charges, and Expenses shall be paid.

Contracts
may contain

XI. That it shall be lawful for the said Trustees or Trustee for the Time being of the said Will, with such Consent in Writing
as

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as aforesaid, from Time to Time to enter into or join in entering into any new Covenant or Covenants with any Person or Persons with whom any Contract or Contracts shall have been entered into by virtue of this Act, by way of Addition or Explanation or Alteration of all or any of the Covenants or Agreements in such Contract or Contracts respectively to be contained, or to release or join in releasing the Person or Persons respectively with whom any Contract or Contracts shall have been entered into by virtue of this Act, and his, her, or their Executors, Administrators, or Assigns, from the Observance of all or any Part of the same Contract or Contracts respectively, and if the same shall be thought expedient to enter into or join in entering into any new Contract, Covenants, or Agreements with such Person or Persons, or his, her, or their Executors, Administrators, or Assigns, in lieu of the Part or Parts of the same Contract or Contracts respectively which shall have been so released, but so that such new Contract or Contracts shall be in accordance with the Contracts herein-before authorized to be made.

new Cove-
nants.

XII. That every Lease to be granted under any of the Provisions of this Act, if in conformity with the Power hereby created, shall be deemed and taken to be duly granted although such Lease shall have been made in pursuance or in consequence of any previous Contract, and such previous Contract shall not in all respects have been duly observed, and notwithstanding any Variation between such Lease and such previous Contract, and that after any Lease shall have been executed such Contract for such Lease shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of the same Lease, provided such Lease shall be conformable to the Restrictions and Provisions herein contained with respect to Leases hereby authorized to be granted.

Validity of
Leases grant-
ed under
Powers of
this Act.

XIII. That it shall be lawful for the said Trustees or Trustee for the Time being of the said Will, with such Consent in Writing as aforesaid, to confirm or join in confirming any Lease or Leases to be made by virtue of this Act, in every or any Case in which for some technical Error or Informality in granting or executing the same or otherwise any such Lease or Leases shall be void or voidable, or to make or grant any Lease or Leases pursuant to the Powers and subject to the Restrictions herein-before contained, in lieu of such void or voidable Lease or Leases, for any Term or Estate not exceeding the then Residue of the Term or Estate granted or purporting to be granted by such void or voidable Lease or Leases respectively, but so nevertheless that no Fine or Premium

Trustees may
confirm any
Lease which,
from techni-
cal Error or
other Defect,
would be
otherwise
voidable.

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shall

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shall in any Case be acceptable or taken for making up any such Confirmation, or new Grant or Lease, and that such Confirmation, or new Grant or Lease, shall be made on such Terms and Conditions, and at such Rent or Rents, as should have been contained in the said voidable Lease or Leases if made in accordance with the Power herein contained.

Power to contract with the Lords of the Manor for a Licence to demise or lease the Copyhold Lands.

XIV. That it shall be lawful for the said Trustees or Trustee for the Time being of the said Will, with such Consent in Writing as aforesaid, to contract or agree with the Lord or Lords, Lady or Ladies of the Manor or respective Manors, or of any Part or Parts of the Manor or respective Manors of which any Copyhold Land and Hereditaments proposed to be leased in pursuance of the Power aforesaid, or any of them, are held, for a Licence, where necessary, to demise or lease all or any Part of the said Copyhold or Customary Lands and Hereditaments for all or any or either of the Purposes of this Act, the Fines, Fees, and Expenses for obtaining such Licence to be paid by the Tenant for Life, and that in the Case in which any of the said Copyhold Lands and Hereditaments proposed to be leased are held of any Manor or Manors which or a Part of which is or are comprised in the said settled Estates of the said Testator, it shall be lawful for the said *Warden Sergison* the Father during his Life, and after his Decease then for the Persons or Person for the Time being Tenant for Life or in Tail in possession of the said settled Estates under the said Will, if such Person or Persons shall be of the Age of Twenty-one Years, but if such Person or Persons shall not be of that Age, then for his, her, or their Guardian or Guardians, and if such Person or Persons shall be a Feme Covert or Femmes Covert, then for herself and themselves, and her and their Husband or Husbands, to grant or concur in granting such Licence to demise the said Copyhold Lands and Hereditaments in pursuance of the Power herein-before contained.

Power to grant Licences to get Stone, and for getting Earth for Bricks on the Lands authorized to be let on building Leases at Royalties, with Right of Pre-emption of the Stone and Bricks to the Lessees.

XV. That it shall be lawful for the said Trustees or Trustee for the Time being of the said Will, with such Consent in Writing as aforesaid, by any Deed or Deeds, Instrument or Instruments in Writing, duly sealed and delivered, from Time to Time to grant to any Person or Persons whomsoever, for any Term not exceeding Seven Years, full and free Liberty, Licence, or Authority to enter into and upon the said settled Estates of the said Testator, and the Lands to be purchased as aforesaid, or any Part or Parts thereof respectively (except the Capital Mansion, and Park, Lands, and Hereditaments, excepted from the Power of Sale contained in the said Will), and to search for, dig, and get Building and other Stone, and also to search for, dig, work, manufacture, and convert into Bricks

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Bricks the Brick and Malm Earth which may be found in, under, and upon the same Estates and Lands, except as aforesaid, without being liable to any Action or Actions for Waste or for Damages in respect thereof, and for the Purposes aforesaid, or for any other Purposes authorized by this Act, to take, remove, carry away, and dispose of such Stone and Bricks, and to make, erect, set up, and work such Furnaces, Brick-kilns, and Machinery as shall be deemed convenient or necessary for working, procuring, conveying, burning, and manufacturing such Brick or Malm Earth from or upon the same Lands; and with full and free Liberty and Authority to take and use sufficient Ground Room for depositing, laying, placing, and manufacturing all or any of the Brick or Malm Earth, Soil, or Refuse that shall from Time to Time be dug or gotten out of the same Lands, or from or out of any Stone Pit, Furnaces, Brick-kiln, Manufactories, or Works to be erected, made up, or set up as aforesaid; and also full and free Liberty, Licence, Power, and Authority to erect, build, and set up, hold, occupy, and enjoy, in any convenient Places on any Part of the Lands comprised in any such Grant or respective Grants, all such Sheds, Stables, and other Buildings, Walls, Fences, Machinery, Brick-kilns, and other Works as shall from Time to Time be needful or desirable, for more conveniently working the said Building Stone, and enjoying, manufacturing, and working the said Brick or Malm Earth, and Works respectively, or for the Habitation and Convenience of Workmen and others, and for the Accommodation of Horses and other Cattle employed in or about the said Works, or for storing, standing, laying, or placing Utensils, Implements, or Produce to be respectively employed, used, or gotten in or about the same; provided that in and by every such Grant or respective Grants (if any) there shall be reserved and made payable during the Continuance thereof respectively the best and highest Sum or Sums, Payment or Payments, in the Way of Royalty, for Building Stone gotten and for Bricks manufactured (not being less than One Shilling for every One thousand Bricks), which can be reasonably had or gotten for the same; and so that in every such Grant there shall be contained a Condition or Power of Re-entry and Avoidance of the said Grant for the Nonpayment of the Royalties or Reservations to be thereby respectively reserved, at such Time or Times after the same shall become due as shall be thought proper or deemed advisable by the said Trustees or Trustee for the Time being; and so that the respective Grantees to be named in such Grants respectively shall duly execute Counterparts thereof respectively, and enter into such Covenants and Agreements for the due and punctual rendering and paying of the Royalties and Reservations to be thereby respectively reserved; and so that there shall also be contained therein all such Powers

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Powers of Entry upon the respective Lands over which such respective Grants shall extend, and of distraining for the Royalties then in arrear, in such Manner as Landlords may for Rents in arrear under Leases for Years, and such Reservations, Conditions, Powers, or Conditions of Re-entry and Distress, shall be good, valid, and effectual to all Intents and Purposes, any Law, Statute, Custom, or Usage to the contrary notwithstanding; and in every such Grant, if any, as aforesaid, shall also be contained all such Covenants, Agreements, Restrictions, Provisions, and Conditions as by the said Trustees or Trustee shall be considered necessary for limiting the Quantity of Stone and of Clay which may be dug or gotten out of the Lands comprised in such Grant, or any Part or Parts thereof, and for the filling up and levelling of the Lands from which the same may have been taken, and for securing to the Lessee or Lessees, or other Person or Persons about to build on the same Estate, under or by virtue of any Lease or Leases, Contract or Contracts, made and entered into by virtue of this Act, or some or One of them, the Right of Pre-emption or First Offer of or Right to purchase all the Stone dug and all the Bricks which may be manufactured as aforesaid, or such or so many of them as the said Trustees or Trustee for the Time being shall deem necessary for the Purposes of the Buildings to be erected and built on the Lands comprised in such Lease or Leases, Contract or Contracts respectively, at or for a fair and reasonable Price or Valuation, as the said Trustees or Trustee shall determine, and the Amount of such Price or Valuation either shall or shall not be fixed and determined in such Grant or respective Grants, as to the said Trustees or Trustee shall seem fit.

Power to Trustees to enter Lands, with Consent, to get Stone or Brick earth, or may enter Contracts for getting Stone or making Bricks.

XVI. That it shall be lawful for the said Trustees or Trustee for the Time being of the said Will, with such Consent as aforesaid, by themselves or himself, and their and his Servants, Agents, and Workmen, to enter into and upon any of the said Lands in or upon which they or he are or is hereby authorized to grant Licence to dig or get Stone or Brick-earth, or into or upon such Part or Parts thereof as shall not for the Time being be comprised in or subject to any such Grant of Licence, and to make, do, and execute, hold, exercise, and enjoy, or to enter into any Contract or Contracts with any Person or Persons for the making, doing, and Execution, on behalf of the said Trustees or Trustee, of all such and the like Works, Matters, Powers, Authorities, Liberties, Privileges, and Things, or any of them, in, over, upon, or in respect of the same Land as they and he are herein-before authorized to grant Licence to another Person or Persons to do, make, or execute, hold, exercise, or enjoy; and the said Trustees or Trustee shall and may employ all such Clerks, Surveyors, Servants, and Workmen as shall be necessary, fitting, or proper for the Purposes aforesaid,

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aforesaid, or any of them; and in every such Contract as last aforesaid which may relate to the getting of Stone or the Manufacture of Bricks shall be contained proper Terms and Stipulations for securing the Manufacture and Delivery of such Bricks at such Price, within such Time, and in such Manner as shall in such Contract or Contracts be agreed upon.

XVII. That as to such of the said Stone which shall be gotten, and Bricks (if any) as shall be manufactured as aforesaid, other than and except such of the same as may be manufactured under or by virtue of any such Grant or Grants as aforesaid, the same, or such a Quantity thereof as the said Trustees or Trustee shall consider sufficient, shall in the first place be offered for Sale to the Lessee or Lessees of the same Estate, or some or one of them, at or for such Price or Prices as the said Trustees or Trustee shall determine; and such Trustees or Trustee shall, if they or he shall think fit, require the Lessee or respective Lessees to whom such Stone or Bricks shall or may be sold as aforesaid to enter into any proper and sufficient Contracts, Stipulations, Conditions, and Undertakings for securing the using and employing of such Bricks for the Purposes of the Buildings to be erected and built upon the Lands comprised in the Lease or respective Leases of such Lessees or Lessee, or some Part thereof; and in case such Lessee or respective Lessees shall either refuse to purchase the same or any of them, or shall neglect to signify his Acceptance of the Purchase or Purchases thereof for the Space of Seven Days after such Offer shall have been made to him or them, then and in every such Case the same Bricks, or such and so many of them whereof the Purchase shall not have been made or accepted as aforesaid, shall be sold and disposed of, to such Person or Persons, for such Price or Prices and in such Manner as such Trustees or Trustee shall think fit or otherwise the same or any of them may, with the Approbation of such Trustees or Trustee, be used in the Repair of any of the Buildings for the Time being on the said settled Estates.

Bricks and Stone to be offered for Sale to the Lessees of Building Leases.

XVIII. That the Monies to become payable for any such Royalties as aforesaid, or to be received for the Sale of Stone or Bricks, during the Life of the said *Warden Sergison* the Father, or during the Life of any Person entitled under the said Will as Tenant for Life to the Receipts of the Rents and Profits of the said settled Estates, shall be paid to the said Trustees or Trustee for the Time being, and shall be applied by them or him, after deducting the Costs and Expenses incurred by them or him in relation to the said Royalties, and the getting of Stone and Bricks (including the Salary or Wages of any Receiver, Surveyor, Clerk, Workmen, or other Person or Persons employed by them or him in or about the Management of the said

Royalties for Stones and Brick-earth to be paid to the Trustees, and after defraying Costs One Fourth to be paid to the Tenant for Life of the settled Estates, and the other Three.

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Royalties,

Warden Sergison's Estate Act, 1853.

Fourth to be paid into the Bank to the account herein-after mentioned.

Royalties or the Works from which the same shall arise,) in the Manner following; (that is to say,) the One equal Fourth of the Residue of such Royalties and Monies shall be paid to the Tenant for Life for the Time being of the said settled Estates, for his own Use and Benefit, and the other Three Fourths shall be paid into the Bank of *England*, to the Account and in the Manner herein-after mentioned.

Monies raised by Mortgage or paid for Enfranchisement, &c. to be paid into the Bank in the Name of the Accountant-General.

XIX. That the Monies to be raised by any Mortgage or Mortgages under the Powers of this Act, and all the Monies to be paid as the Consideration of any Enfranchisement or Enfranchisements which shall be granted by the said Trustees or Trustee under the Powers of this Act, shall be paid by the Person or Persons respectively advancing the same on Mortgage, or paying the same as a Consideration for Enfranchisement, into the Bank of *England*; and that the said Three Fourths of the Monies received by the said Trustees or Trustee for such Royalties, Stone, and Bricks as aforesaid, and herein-before directed to be paid by them or him into the Bank, shall be paid by them or him into the Bank of *England*, and that the several Monies so to be paid into the Bank of *England* shall be so paid in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there to an Account in the said Causes to be intituled "The settled Estates Account," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Cap. 32., and the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Cap. 24., and that the Certificate or Certificates to be given by the said Accountant General, together with the Receipt and Receipts of the Cashier of the Bank of *England*, to be thereto annexed and therewith filed in the Register Office of the said Court of Chancery, of the Payment into the Bank of *England* of such Monies, shall from Time to Time and at all Times thereafter be deemed and taken to be a good and sufficient Discharge to the said Trustees or Trustee or other Person or Persons paying the same, their Heirs, Executors, Administrators, and Assigns, for the same.

Monies raised by Mortgage, until required for the Purposes of the Act to be invested in Navy, Victualling, or

XX. That as respects any Monies which may be raised by Mortgage under the Powers of this Act, for the Purpose of making any such Purchase or Enfranchisement as aforesaid, and which shall remain after the Payment thereof of the Costs and Expenses herein-after mentioned, to be ascertained and taxed as herein-after mentioned, the same Monies, until required for the Purposes for which the same shall have been raised, shall be laid out by the said Trustees

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Trustees or Trustee for the Time being in the Purchase of Navy, Victualling, Transport, or Exchequer Bills, and the Interest arising from the Money so laid out in Navy, Victualling, Transport, or Exchequer Bills, and the Monies received for the same as they shall be respectively paid off by Government, shall again be laid out in the Name of the said Trustees or Trustee in the Purchase of other Navy, Victualling, Transport, or Exchequer Bills, provided that it shall and may be lawful for the said Court of Chancery to make such General Order or Orders as may be necessary or proper, that whenever Exchequer Bills of the Date of those in the Hands of the said Accountant General shall be in the Course of Payment by Government, and new Exchequer Bills shall be issued, such new Exchequer Bills may be received in exchange for those which are in the Course of Payment, and shall be as effectual for enabling such Receipt in exchange, and that in that Event the Interest of the old Bills shall be laid out as before directed with respect to the Interest when the Bills are paid off; all which Navy, Victualling, Transport, and Exchequer Bills shall from Time to Time be deposited in the Bank in the Name of the said Accountant General, and shall there remain until the same shall, upon a Petition to be prepared to the said Court of Chancery in a summary Way by the said *Jacob Baron Hastings, James Chapman, and William Sergison the younger*, or the Survivors or Survivor of them, his Heirs or Assigns, or other the Trustees or Trustee for the Time being of the said Will, be ordered to be sold by the Accountant General for the Purposes herein-before mentioned; and if the Money arising by the Sale of such Navy, Victualling, Transport, or Exchequer Bills shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then and in that Case only the Surplus which shall remain after discharging the Expenses of the Application to the Court shall be paid to such Person or Persons as would have been entitled to receive the Rents and Profits of the Lands respectively purchased or enfranchised in case the same had been purchased or enfranchised pursuant to this Act, or to the Representatives of such Person or Persons respectively.

Exchequer
Bills.

XXI. That as to the said Monies so directed to be paid into the Bank of *England* as aforesaid which shall have been raised for the Purpose of purchasing the said Land and Hereditaments specified in the said Schedule to this Act, or for the Purpose of obtaining an Enfranchisement of any of the Copyhold or Customary Hereditaments for the Time being subject to the Trusts of the said settled Estates, under the Powers of this Act, the same shall with all convenient Speed be paid and applied, under and subject to the Direction of the High Court of Chancery, in pursuance of an Order or Orders for

Monies raised by Mortgage to be applied under the Direction of the Court of Chancery, in payment of Purchase-Money of Estates mentioned in the that

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Schedule hereto, and in the Enfranchisement of Copyhold Lands.

that Purpose, to be obtained upon a Summons or Petition in a summary Way by the Person or Persons who shall for the Time being be entitled to the Rents and Profits of the said settled Estates, or if such Person or Persons shall be a Feme Covert or Femes Covert, or under their, his, or her Age of Twenty-one Years, by his, her, or their Husband or Husbands, Guardian or Guardians, in Payment of the Purchase Money for the Lands and Hereditaments purchased, and of the Consideration Money for the Enfranchisement and Enfranchisements respectively, to the Person or Persons entitled to give Receipts and Discharges for the same.

Monies paid for Enfranchisement or received for Royalties to be applied under the Direction of the Court of Chancery in making new Purchases to be added to the settled Estates, or in Enfranchisement of the settled Copyholds.

XXII. That as respects such of the Monies herein-before directed to be paid into the Bank of *England* as shall consist of Monies which shall have arisen from or in respect of any Enfranchisement to be granted by the said Trustees or Trustee under the Powers of this Act, or which shall have arisen from or in respect of such Royalties as aforesaid, or from the Sale of Bricks and Stone, the same shall respectively be from Time to Time laid out by the said Accountant General in the Purchase of Bank Three Pounds *per Cent.* Consolidated or Reduced Annuities or Government Securities in the Name of the said Accountant General, to be placed to his Account in the said Causes to an Account to be intituled "The settled Estates Account," to remain until the said Court of Chancery shall, by some Order or Orders, to be obtained on Summons or Petition in a summary Way by or on behalf of the Person or Persons for the Time being respectively entitled to the Rents and Profits of the said settled Estates, or by his, her, or their Guardian or Guardians, Husband or Husbands, direct the same to be sold by the Accountant General for the Purpose of paying off any Mortgage or Charge, or any Part or Parts thereof, or for the completing of any Purchase or Purchases, Enfranchisement or Enfranchisements, hereby authorized to be made, as herein-before mentioned, and that the Interest, Dividends, and annual Proceeds of the said Bank Annuities or Government Securities so to be purchased or acquired as aforesaid shall in the meantime be paid to the Person or Persons respectively for the Time being entitled to the Rents and Profits of the said settled Estates.

Monies produced by Enfranchisements and Royalties, when they amount to a competent Sum, to be applied in the first Instance

XXIII. That as to the Principal Monies herein-before directed to be paid into the Bank, and invested in Bank Annuities and Government Securities at Interest as aforesaid, when and as the same, or the Monies to be produced by the Sale or Transfer of the same, shall amount to a competent Sum, the same shall with all convenient Speed be respectively laid out and applied, under and subject to the Direction of the said Court of Chancery, in pursuance of an Order or Orders to be obtained upon Summons or Petition in a summary Way,
by

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by the Person or Persons for the Time being beneficially entitled in possession to the Rents and Profits of the said settled Estates, or if such Person or Persons shall be a Feme Covert or Femmes Covert, then by herself and themselves and her and their Husband or Husbands, and if such Person or Persons shall be under Age, then by his, her, or their Guardian or Guardians respectively, in manner following; (that is to say,) in the Payment and Discharge of any Mortgage or Incumbrance (being Charges on the Inheritance) affecting all or any Part of the settled Estates for the Time being subject to the Uses or Trusts of the said Will, or any Part or Parts of such Mortgages, Incumbrances, and Charges which will or may for the Time being be payable, or which the Holders of such respective Incumbrances shall be willing to receive; and the Residue of the aforesaid Principal Monies and Funds shall from Time to Time be laid out and invested in the Purchase or Purchases of Freehold or Copyhold Messuages, Lands, Tenements, and Hereditaments whereof not more than One Sixth Part shall be copyhold, to be approved of by the said Court of Chancery, or in the Enfranchisement of any Copyhold or Customary Hereditaments for the Time being constituting Part of the said settled Estates, or subject to the Trusts by the said Will declared of the said settled Estates; and that all and singular the Hereditaments so to be purchased or enfranchised shall be conveyed and assured to, for, and upon the same Uses, Trusts, Intents, and Purposes as are in and by the said Will of the said Testator limited and declared of and concerning his said settled Estates, or such of the same Uses, Trusts, Intents, and Purposes as shall be then subsisting and capable of taking effect.

in paying off
Incum-
brances.

XXIV. That the Receipt or Receipts in Writing of the said Trustees or Trustee for the Time being for any Money payable to them or him under or by virtue of this Act shall be a good and sufficient Discharge or good and sufficient Discharges for the same, and that the Person or Persons to whom such Receipt or Receipts shall be respectively given shall not be answerable or accountable for the Loss, Misapplication, or Nonapplication or be in anywise bound or concerned to see to the Application of the Money in such Receipt or Receipts respectively acknowledged to be received.

Trustees' Re-
ceipts to be
Discharges
for Money.

XXV. That it shall be lawful for the said Court of Chancery, and the said Court is hereby authorized and required, from Time to Time to make such Orders as shall be requisite for taxing or settling all Costs, Charges, and Expenses which have been or shall be incurred in and about all Applications to and Proceedings in the said Court of Chancery made or to be made or had in pursuance of this Act, and in making, effecting, and completing the Mortgages, Purchases, Enfranchisements,

Power to
Court of
Chancery to
make Orders
for taxing
Costs, &c.

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chisements,

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chisements, Leases, Contracts, Investments, and Transactions hereby authorized to be made, and in investing the Monies which shall be invested in pursuance of this Act, and in settling the Hereditaments which may be acquired by any Purchase or Enfranchisement under this Act, or otherwise in carrying the Powers, Trusts, and Purposes of this Act into execution, and also from Time to Time to make such Orders as the Court shall think fit for Payment of any such Costs, Charges, and Expenses, and the Costs of preparing, applying for, obtaining, and passing this Act, and preparatory thereto, out of the Monies which shall arise from any of the Mortgages, Enfranchisements, or Transactions hereby authorized, or from the Money to arise from the Sale or Payment of the Exchequer Bills so to be purchased as aforesaid, or out of any other Monies to be paid into the Bank in pursuance of this Act, and the Monies so ordered to be paid by the said Court shall be paid accordingly; and that it shall be lawful for the said Court of Chancery from Time to Time to make such further or other Orders for effecting the Objects of this Act as the said Court shall think fit.

General
Saving.

XXVI. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *Warden Sergison* the Father and *Warden Sergison* the Son, and the Heirs of his Body, and every future Son to be born of the said *Warden Sergison* the Father, and the Heirs of the Body of such future Son, and the said *William Sergison* the younger, and the said *Charles Sergison*, and the Heirs of his Body, and the said *Albert William Sergison*, and the Heirs of his Body, and the said *William de Manby Sergison*, and the Heirs of his Body, and every future Son of the said *William Sergison* the younger, and the Heirs of the Body of every such future Son, and the said *Editha Agnes Sergison*, *Adelaide Emily Sergison*, and *Emily Sergison*, and every other future Daughter to be born of the said *Warden Sergison* the Father, and the Heirs of the Body of the said *Editha Agnes Sergison*, *Adelaide Emily Sergison*, and *Emily Sergison*, and of every such future Daughter, and all and every Person claiming under the said Will of the said *Warden Sergison* any Estate or Interest in the Lands, Tenements, and Hereditaments devised by the said Will in remainder after the Estates in Tail limited to the said *Editha Agnes Sergison*, *Adelaide Emily Sergison*, and *Emily Sergison*, and any future Daughter of the said *Warden Sergison* the Father,) all such Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, out of, or upon the said settled Estates of the said Testator, and every or any Part thereof, as they, every
or

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or any of them, had before the passing of this Act, or could or might have held or enjoyed in case this Act had not passed.

XXVII. That this Act shall not be a Public Act, but shall be printed by the several Printers to the Queen's Most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

Act as
printed by
Queen's
Printers to
be Evidence.

Warden Sergison's Estate Act, 1853.

The SCHEDULE before referred to;

Containing the Estates purchased, and now about to be offered for Sale, and desirable to be added to the settled Estates.

The First Part containing the Description of the Farm and Lands now already purchased by Warden Sergison Esquire, the Father.

A Farmhouse and all necessary Agricultural Buildings.

Also a Cottage and Garden, and the following Enclosures:—

		AC.	R.	P.
1. Farmhouse, Buildings, Garden and Yard	.	2	0	14
2. Orchard	. . . Pasture	0	2	25
3. The Plot	. . . Ditto	1	2	14
4. East Mead	. . . Arable	12	1	37
5. Town ditto	. . . Meadow	5	1	4
6. Shaw	. . . Underwood	1	1	10
7. Brocketts All	. . . Meadow	3	3	5
8. West Mead	. . . Arable	6	0	6
9. The Fixes	. . . Ditto	10	3	30
10. Yew Tree Field	. . . Ditto	7	1	38
11. Road	. . .	1	0	4
	Cottage and Garden	0	0	3
12. Edsaws Croft (Copyhold)	. . .	2	0	35

The South-western Part of the Estate comprises—

31. Inholmes Fields	. . .	14	2	39
32. Ditto Wood and Plantation	. . .	15	0	21

Nos. 1. to 11. are subject to a yearly Quitrent of Fourteen Shillings and Threepence, payable to the Lord of the Manor of Cuckfield, to a Heriot of the best Beast, and to a Relief of One Year's Quitrent on the Death of every Tenant dying seised of the Property.

No. 12. is Copyhold held of the Manor of Cuckfield Vicarage, subject to the Yearly Quitrent of One Shilling, and a Heriot on Death and Fine at Will on Admission.

The above Part of the Estate is free from the Payment of Great Tithe, either by Right of Impropriation or otherwise, and is subject only to a Vicarial Tithe Rentcharge of Nine Shillings.

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On the Western Side of the Brighton Road is a large Barn, Farmyard, Cattle Shed, and the following Enclosures, containing by Estimation—

		AC.	R.	P.
13. Cross Field	Arable	9	0	24
14. Great Gassons	Ditto	12	1	4
15. West ditto	Ditto	9	1	30
16. Shaw	Plantation and Underwood	0	3	12
17. Broadfords	Meadow	11	3	10
18. Flat Field	Arable	6	2	0
19. East Mill Hill	Ditto	6	2	2
20. Plantation		3	1	19
21. Little Mill Hill	Arable	1	2	22
22. West Mill Hill	Ditto	6	3	20
23. Furze Field	Ditto	8	2	36
24. Plantation		0	1	16
25. Cottage and Garden (Copyhold)		0	3	10
26. Little Barn Field	Arable	2	3	20
27. Barn Field	Arable	6	1	22
28. Shaw and Wood		3	0	8
29. Ditto		2	2	21
30. Barn Yard and Road		0	2	4
Total Quantity of the Farm		178	2	5

The whole of this Estate is Freehold, with the trifling Exception of No. 12. above mentioned, and that No. 25. is a Copyhold Tenement (almost as good as Freehold) held of the Manor of Cuckfield, subject to Two annual Quitrents of Sixpence each, and to Heriots and Fines of the same Amount on Death or Alienation. No. 17. is also held as a Freehold Tenement of the Manor of Slaugham, at the yearly Rent of Fourteen Shillings, subject to a Heriot on Death or Alienation, and to a Relief of One Year's Quitrent.

The Western Part of the Property is subject to Rectorial and Vicarial Tithe Rentcharges, and the Land Tax upon the whole Estate is Ten Pounds and Two Shillings.

*The Second Part, containing the Lands and Hereditaments
about being offered for Sale.*

All those the Manors or reputed Manors of Bolnore and Wiggery in the said Parish of Cuckfield in the said County of Sussex, and all the Rights, Services, Privileges, Members, and Appurtenances thereunto belonging or appertaining; and also all that Capital Messuage or Tenement, Mansion or Manor House, called Bolnore
[Private.] [8 h] House,

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House, and the Farm called Bolnore Farm, situate, standing, and being in the Parish of Cuckfield, with the Appurtenances, commonly called or known by the Names of Bolnore and Saunders' Lands, or otherwise called or known, containing in the whole by Estimation about One hundred Acres; but by a recent Admeasurement One hundred and seven Acres Three Roods and Twenty-three Perches, be the same more or less, situate, lying, and being in Cuckfield aforesaid, formerly in the Tenure of Sir John Wells, his Under-tenants or Assigns.

The above Manors and Farms and Lands are Freehold, Customary Freehold, held of the Manors of Heyworth and Trubweek in the said County of Sussex, and are liable to Quitrents, Reliefs, Heriots, and Services as follows: — The said Capital Messuage or Tenement, Manor House, and Lands called Bolnore, containing about Eighty Acres, to a Quitrent of Seven Shillings and Twopence, a Relief of Fourteen Shillings and Fourpence, and a Heriot of best Beast on Death or Alienation, and certain Lands called Saunders, to a Quitrent of One Shilling and Eightpence, a Relief of Three Shillings and Fourpence, and a Heriot of best Beast on Death or Alienation.

H. R. Homfray.

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