



ANNO SECUNDO & TERTIO

VICTORIÆ REGINÆ.

Cap. 34.

An Act for vesting the Estate called the *Combe Bank* Estate, late belonging to the Right Honourable *Arthur* Lord *Templemore* deceased, in Trustees, to sell the same, and to invest the Produce of such Sale for the Benefit of his infant Sons.

[4th July 1839.]

WHEREAS on or about the Twenty-sixth Day of *July* One thousand eight hundred and thirty-three the Right Honourable *Arthur* Lord *Templemore* Baron *Templemore* of *Templemore* in the County of *Donegal* in the Kingdom of *Ireland*, since deceased, and *William Henry Hoard* of *Edward's Street, Portman Square*, in the County of *Middlesex*, Auctioneer, as Agent of Messieurs *Smith, Payne, and Smiths*, of *Lombard Street* in the City of *London*, Bankers, respectively signed a Contract of that Date for the Sale to the said *Arthur* Lord *Templemore* and for the Purchase by him of the Freehold and Inheritance in Fee Simple of the several Messuages, Lands, Hereditaments, and Premises mentioned and comprised in the Particular of Sale (upon the Back whereof the said Contract was endorsed), and their Appurtenances, subject to the Conditions of Sale thereto annexed, as the same had been altered, for the Price of Twenty-six thousand Pounds, which Sum of Twenty-six thousand

Contract, dated 26th July 1833, for the Purchase by Lord Templemore of the Combe Bank Estate.

[Private.]

Pounds, together with the several Amounts of Valuation stipulated for in such Conditions, were to be paid at the Time therein specified; but the said *Arthur Lord Templemore* was to have the Option of leaving Seventeen thousand Pounds, Part of the said Twenty-six thousand Pounds, on Mortgage of the said House and Lands, at the Interest of Four Pounds *per Centum per Annum*; and it was agreed that the said *Arthur Lord Templemore* should have the Option of taking any such Part of the Live Stock (Horses excepted) as the Vendors might think proper to leave on the Premises, and that the Greenhouse, Hothouses, Water Engine, and its Pipes, and Turret Clock, should be considered as belonging to the Freehold of the Premises, as well as any Right the Vendors had to the Pews in *Sundridge* Parish Church, that had been usually occupied by the Owners of the Premises, and also the Plans and Maps belonging to the Property: And whereas the Particular of Sale, upon the Back whereof the said Contract was so endorsed, stated the Property so sold to be a Mansion, Park, and Freehold Estate, (the Land Tax redeemed, except about Ten Acres,) being "*Combe Bank*," formerly the Seat of the Duke of *Argyll*, and late of *William Manning* Esquire; and such Particular also contained the Descriptions of the said Property, which, as extracted from the same Particular of Sale, are set forth in the First Schedule to this Act annexed: And whereas the Valuations stipulated for in the Conditions of Sale referred to in the above-recited Contract were accordingly made, and the Amount thereof being Eight thousand three hundred and thirty-five Pounds Two Shillings and Four-pence, when added to the said Sum of Twenty-six thousand Pounds mentioned in the same Contract, increased the Purchase Money agreed to be given by the said *Arthur Lord Templemore* according to that Contract to the Sum of Thirty-four thousand three hundred and thirty-five Pounds Two Shillings and Four-pence Sterling: And whereas inasmuch as such Parts of the said Mansion, Park, and Estate so contracted to be purchased by the said *Arthur Lord Templemore* as are not mentioned or described in the Second and Third Schedules annexed to this Act were at the Date of the above-recited Contract in Mortgage unto *Abel Smith, Frederick Manning, James Hughes Anderdon, and Butler Thompson Claxton*, Esquires, for securing the Principal Sum of Five thousand Pounds, and Interest thereon after the Rate of Four Pounds *per Centum per Annum*, and also unto *Mary Carey* of *Cadogan Place* in the County of *Middlesex*, Widow, for securing Twelve thousand Pounds, and Interest thereon after the Rate of Four Pounds *per Centum per Annum*, and making together Seventeen thousand Pounds Principal Monies so due on Mortgage, and being the Amount which, according to the same above-recited Contract, the said *Arthur Lord Templemore* was to have the Option of leaving on Mortgage in part of his said Purchase, he the said *Arthur Lord Templemore*, in exercise of such Option, determined to secure by way of Mortgage, instead of paying down such Seventeen thousand Pounds, in part of the said Purchase Money: And whereas, in pursuance of the Arrangements for completing the said Purchase, and in conformity with the Option so exercised by the said *Arthur Lord Templemore*, and by Indenture dated on or about the Fourteenth Day of *April* One thousand eight hundred and thirty-seven, and made or expressed to be made between

Confirmation of existing Mortgage for 5,000*l.* by Indenture dated 14th April 1837.

Nevile Reid of *Suffolk Lane* in the City of *London*, Merchant, and *John Dixon* of *Fenchurch Street* in the same City, Merchant, of the First Part; *John Smith*, *Abel Smith*, *Samuel George Smith*, *George Robert Smith*, *John Abel Smith*, and *Oswald Smith*, all of *Lombard Street* in the City of *London*, Bankers, under the Firm of *Smith, Payne, and Smiths*, of the Second Part; *James William Freshfield* of *New Bank Buildings* in the same City, Esquire, M.P., and *John Beadnell* of *Mansion House Street* in the same City, Gentleman, of the Third Part; the said *Mary Carey* of the Fourth Part; the said *Arthur Lord Templemore* of the Fifth Part; and the said *Abel Smith*, and *Frederick Manning* of *Bredfield House* near *Woodbridge* in the County of *Suffolk*, Esquire, *James Hughes Anderdon* of *Lombard Street*, in the said City of *London*, Esquire, and *Butler Thomas Claxton* of *Bristol* in the County of *Somerset*, Esquire, of the Sixth Part, all such and so many and such Part or Parts of the said *Mansion House*, *Park*, *Lands*, *Tenements*, and *Hereditaments*, so sold unto the said *Arthur Lord Templemore* as aforesaid, as by means of all or any of the Acts and Assurances in the now-reciting Indenture before respectively mentioned, recited, or set forth were or was assigned or intended to be assigned unto or were or was then vested in the said *Abel Smith*, *Frederick Manning*, *James Hughes Anderdon*, and *Butler Thompson Claxton*, (but not including under which descriptive Terms of Reference any Portion of the Hereditaments mentioned or described in the Second and Third Schedules to this Act,) and their respective Rights, Members, and Appurtenances, were demised or assured unto the said *Abel Smith*, *Frederick Manning*, *James Hughes Anderdon*, and *Thomas Butler Thompson Claxton*, their Executors, Administrators, and Assigns, for all the then Residue of a Term of Two thousand Years, or for a Term of Years co-existent with the then unexpired Time of a Term of Two thousand Years limited by a therein-before recited Indenture dated on or about the Second Day of *October* One thousand eight hundred and thirteen; nevertheless subject to the Proviso for Redemption in the now-reciting Indenture after contained and herein-after recited; (that is to say,) provided always, and it was thereby declared and agreed, that if the said *Arthur Lord Templemore*, his Heirs, Appointees, Executors, Administrators, or Assigns, or the said *Mary Carey*, her Executors, Administrators, or Assigns, should pay or cause to be paid unto the said *Abel Smith*, *Frederick Manning*, *James Hughes Anderdon*, and *Butler Thompson Claxton*, or the Survivors or Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, the Sum of Five thousand Pounds Sterling, in *Lincoln's Inn Hall* in the County of *Middlesex*, upon the Fourteenth Day of *October* then next, with Interest for the said Sum after the Rate of Four Pounds *per Centum per Annum*, without any Deduction or Abatement whatsoever, then the said *Abel Smith*, *Frederick Manning*, *James Hughes Anderdon*, and *Butler Thompson Claxton*, or the Survivors or Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, should make such Assignment or Disposition of all the Hereditaments and Premises by the now-reciting Indenture demised and confirmed, or intended so to be, for all the then Residue of the aforesaid Term of Two thousand Years therein, in such Manner as in the same Indenture after provided and herein-after mentioned

or

or recited; (that is to say,) if and whilst the said Sum of Twelve thousand Pounds so due to the said *Mary Carey* as aforesaid, or any Part thereof, or the Interest of the same, should remain unpaid and unsatisfied, then as she the said *Mary Carey*, her Executors, Administrators, or Assigns, should direct or appoint, for further and better securing the Payment of the same Sum of Twelve thousand Pounds and Interest, or so much thereof as might be unpaid or unsatisfied; and also in like Manner securing the same Sum of Five thousand Pounds and Interest, by the now-reciting Indenture secured, or intended so to be, or so much thereof as might be paid off by her the said *Mary Carey*, her Executors, Administrators, or Assigns; but in case the said Sum of Twelve thousand Pounds should be paid and satisfied, or from and after Payment and Satisfaction of the same, and in the meantime subject thereto, and also from and after Payment and Satisfaction by the said *Arthur Lord Templemore*, his Heirs, Appointees, Executors, Administrators, or Assigns, of the said Sum of Five thousand Pounds by the now-reciting Indenture secured or intended so to be, in case the said *Mary Carey*, her Executors, Administrators, or Assigns, should pay off the same, or from and after such Payment of so much thereof as she or they might pay off, then as he the said *Arthur Lord Templemore*, his Heirs, Appointees, and Assigns, might direct or appoint; and to the Intent that from and after such Payment or Satisfaction by the said *Arthur Lord Templemore*, his Heirs, Appointees, Executors, Administrators, or Assigns, of the said Sum of Five thousand Pounds and Interest thereon, and in the meantime and until any such Assignment or Disposition should be so made as aforesaid, the aforesaid Term of Two thousand Years in the said Hereditaments and Premises, by the now-reciting Indenture demised and confirmed or intended so to be, might be attendant upon the Freehold Reversion and Inheritance of the same Hereditaments and Premises for the Benefit of the said *Mary Carey*, her Heirs, Executors, Administrators, or Assigns, in respect of the said Twelve thousand Pounds so due to her and the Interest thereof, and by way of additional Security for the Mortgage to be made to her for such Sum and Interest; and subject thereto, and from and after Satisfaction and Discharge of such Mortgage, then upon Trust for the said *Arthur Lord Templemore*, his Heirs, Appointees, and Assigns; And whereas, in further pursuance of the said Arrangements for completing the said Purchase so made by the said *Arthur Lord Templemore*, and in conformity with the Option so exercised by him as aforesaid, and by Indentures of Lease and Release dated on or about the Thirteenth and Fourteenth Days of the said Month of *April* One thousand eight hundred and thirty-seven, the said Indenture of Release being made or expressed to be made between the said *Nevile Reid* and *John Dixon* of the First Part; the said *John Smith*, *Abel Smith*, *Samuel George Smith*, *George Robert Smith*, *John Abel Smith*, and *Oswald Smith*, of the Second Part; the said *James William Freshfield* and *John Beadnell* of the Third Part; the said *Mary Carey* of the Fourth Part; the said *Abel Smith*, *Frederick Manning*, *James Hughes Anderdon*, and *Butler Thompson Claxton*, of the Fifth Part; the said *Arthur Lord Templemore* of the Sixth Part; and *James Kibblewhite* of *Langham Place* in the said County of *Middle-*

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Confirmation
of existing
Mortgage for
12,000*l.* by
Indenture
dated 13th
and 14th
April 1837.

sex, Esquire, of the Seventh Part, all such and so many and such Part or Parts of the Mansion House, Park, Lands, Tenements, and Hereditaments, so sold unto the said *Arthur Lord Templemore* as aforesaid, as by means of all or any of the Indentures, Acts, and Assurances in the now-reciting Indenture of Release before respectively mentioned, recited, or set forth, were or was conveyed or intended to be conveyed unto or were or was then vested in the said *Mary Carey*, her Heirs and Assigns for ever, by way of Mortgage or Transfer of Mortgage, (but which descriptive Terms of Reference did not include any Portion of the Hereditaments mentioned or described in the said Second and Third Schedules to this Act annexed,) and their respective Rights, Members, and Appurtenances, were conveyed to the Use of the said *Mary Carey*, her Heirs and Assigns for ever, subject to the said Term of Two thousand Years herein-before mentioned, and to the said Principal Sum of Five thousand Pounds and Interest secured thereby; nevertheless subject to the Proviso for Redemption in the now-reciting Indenture of Release after contained and herein-after recited; (that is to say,) Provided always, and it was declared and agreed, that if the said *Arthur Lord Templemore*, his Heirs, Appointees, Executors, Administrators, or Assigns, should pay or cause to be paid unto the said *Mary Carey*, her Executors, Administrators, or Assigns, the Sum of Twelve thousand Pounds Sterling in *Lincoln's Inn* Hall in the County of *Middlesex*, upon the Fourteenth Day of *October* then next, with Interest for the same Sum of Twelve thousand Pounds after the Rate of Four Pounds for every One hundred Pounds for a Year, without any Deduction or Abatement whatsoever, then the said *Mary Carey*, her Heirs or Assigns, should convey and assure the said Hereditaments and Premises by the now-reciting Indenture released or otherwise assured, or intended so to be, unto the said *Arthur Lord Templemore*, his Heirs, Appointees, and Assigns, or as he or they should direct or appoint: And whereas, in further Completion of the said Purchase so made by the said *Arthur Lord Templemore*, and by other Indentures of Lease and Release dated on or about the Thirteenth and Fourteenth Days of *April* One thousand eight hundred and thirty-seven, the Indenture of Release being made or expressed to be made between the said *Nevile Reid* and *John Dixon* of the First Part; the said *James William Freshfield* and *John Beadnell* of the Second Part; the said *John Smith*, *Abel Smith*, *Samuel George Smith*, *George Robert Smith*, *John Abel Smith*, and *Oswald Smith*, of the Third Part; the said *Arthur Lord Templemore* of the Fourth Part; and the said *James Kibblewhite* of the Fifth Part, in consideration of so much of the aforesaid aggregate Purchase Money of Thirty-four thousand three hundred and thirty-five Pounds Two Shillings and Four-pence as was not secured by means of the aforesaid Mortgages for Five thousand Pounds and Twelve thousand Pounds, paid by the said *Arthur Lord Templemore*, as in the now-reciting Indenture of Release expressed, all and singular the Capital and other Messuages, Pieces or Parcels of Land, Tenements, Hereditaments, and Premises mentioned or described in the First and Second Schedules to the now-reciting Indenture of Release (and of which the Second and Third Schedules annexed to this Act are Copies), except certain Lands and Hereditaments conveyed or sold

Conveyance
of Portion of
Estate not
mortgaged,
dated 13th
and 14th
April 1837.

[*Private.*]

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unto

unto *Charles Wilmot*, as therein mentioned, and also (by way of Conveyance, and not of Exception,) all other, if any, the Lands, Tenements, and Hereditaments mentioned or described in the Third Schedule to the now-reciting Indenture of Release (and of which Third Schedule the First Schedule to this Act is a Copy) as were not comprised or intended to be comprised in each or either of the respective Mortgages so made or concurred in or to be made or concurred in by the said *Arthur Lord Templemore*, unto the said *Abel Smith, Frederick Manning, James Hughes Anderdon, and Butler Thompson Claxton*, and unto the said *Mary Carey* as aforesaid, and their respective Rights, Members, and Appurtenances, and also such Right as the said Parties to the now-reciting Indenture of Release of the First, Second, and Third Parts respectively, or any of them, had in any Pews in *Sundridge Church* that had been usually occupied by the Owners of the *Coombe Bank Mansion* or Estate, were conveyed to the Use of such Person or Persons, for such Estate or Estates, Interest or Interests, and for such Intents and Purposes, as the said *Arthur Lord Templemore*, from Time to Time, by any Deed or Deeds, to be sealed and delivered by him in the Presence of and attested by One or more credible Witness or Witnesses, should direct or appoint, and in default of and subject to every or any such Direction or Appointment, then to the Use of the said *Arthur Lord Templemore* and his Assigns during his natural Life, with a Limitation to the Use of the said *James Kibblewhite*, his Heirs and Assigns, during the Life of but in Trust for the said *Arthur Lord Templemore*, with Remainder to the Use of the said *Arthur Lord Templemore*, his Heirs and Assigns for ever: And whereas by Indenture dated on or about the Fourteenth Day of *April* One thousand eight hundred and thirty-seven, and made or expressed to be made between *James William Freshfield* the younger, Gentleman, of the First Part; the said *John Smith, Abel Smith, Samuel George Smith, George Robert Smith, John Abel Smith, and Oswald Smith*, of the Second Part; the said *Nevile Reid* and *John Dixon* of the Third Part; the said *Arthur Lord Templemore* of the Fourth Part; and *Saint George Francis Caulfield* of *Montagu Square* in the Parish of *Saint Marylebone* in the County of *Middlesex*, Esquire, of the Fifth Part, Two Pieces or Parcels of Land and Hereditaments therein mentioned or referred to, and being Part of the Estates so purchased, and their Appurtenances, were assigned unto the said *Saint George Francis Caulfield*, his Executors, Administrators, and Assigns, for all the then Residue of the Two several Terms of One thousand Years and One thousand Years, created by the therein-recited Indenture dated on or about the Twenty-fifth Day of *October* One thousand seven hundred and thirty-five, and by another therein-recited Indenture dated on or about the Seventeenth Day of *July* One thousand seven hundred and forty-nine, nevertheless upon Trust for the said *Arthur Lord Templemore*, his Heirs, Appointees, and Assigns, and to attend the Inheritance of the same Hereditaments and Premises: And whereas, in further Completion of the said Purchase so made by the said *Arthur Lord Templemore*, and for additionally securing the aforesaid Sums of Five thousand Pounds and Twelve thousand Pounds so by him continued on Mortgage as aforesaid, and by Indenture dated on or about the Fourteenth Day

Assignment
of Terms of
Portion of
Estates not
mortgaged,
dated 14th
April 1837.

Assignment
of Terms for
Benefit of
Mortgagees;
dated 14th
April 1837.

of *April* One thousand eight hundred and thirty-seven, and made or expressed to be made between the said *Abel Smith* and *Samuel George Smith* of the First Part; the said *Nevile Reid* and *John Dixon* of the Second Part; the said *John Smith*, *Abel Smith*, *Samuel George Smith*, *George Robert Smith*, *John Abel Smith*, and *Oswald Smith*, of the Third Part; the said *Abel Smith*, *Frederick Manning*, *James Hughes Anderdon*, and *Butler Thompson Claxton*, of the Fourth Part; the said *Mary Carey* of the Fifth Part; the said *Arthur Lord Templemore* of the Sixth Part; and *Henry Scott Turner* of *Jermyn Street* in the Parish of *Saint James, Westminster*, in the County of *Middlesex*, Gentleman, of the Seventh Part, all such and so many and such Part or Parts of the Manor, Mansion House, Park, Lands, Tenements, and Hereditaments so sold unto the said *Arthur Lord Templemore* as aforesaid as were comprised in or subject to Three several Terms, One thousand Years, One thousand Years, and Three thousand Years, in the now-reciting Indenture mentioned, and their respective Appurtenances, were assigned unto the said *Henry Scott Turner*, his Executors, Administrators, and Assigns, for all the then Residue of the said Three several Terms of One thousand Years, One thousand Years, and Three thousand Years; nevertheless upon Trust for the said *Abel Smith*, *Frederick Manning*, *James Hughes Anderdon*, and *Butler Thompson Claxton*, their Executors, Administrators, and Assigns, for better securing to them the Payment of the said Sum of Five thousand Pounds and Interest; and subject thereto upon Trust for the said *Mary Carey*, her Heirs, Executors, Administrators, and Assigns, for better securing to her the said *Mary Carey*, her Executors, Administrators, or Assigns, the Payment of the said Sum of Twelve thousand Pounds and Interest; and subject thereto upon Trust for the said *Arthur Lord Templemore*, his Heirs and Assigns, and to attend the Inheritance: And whereas in further Completion of the said Purchase, and for additionally securing the said Mortgage Monies and Interest, and by Indenture dated on or about the Fourteenth Day of *April* One thousand eight hundred and thirty-seven, and made or expressed to be made between *Jefferies Spranger* Esquire of the First Part; the said *Nevile Reid* and *John Dixon* of the Second Part; the said *John Smith*, *Abel Smith*, *Samuel George Smith*, *George Robert Smith*, *John Abel Smith*, and *Oswald Smith*, of the Third Part; the said *Abel Smith*, *Frederick Manning*, *James Hughes Anderdon*, and *Butler Thompson Claxton*, of the Fourth Part; the said *Mary Carey* of the Fifth Part; the said *Arthur Lord Templemore* of the Sixth Part; and *George Stone* of *Jermyn Street* aforesaid, Gentleman, of the Seventh Part, all such and so many and such Part or Parts of the Manor, Mansion House, Park, Lands, Tenements, and Hereditaments so sold unto the said *Arthur Lord Templemore* as aforesaid as were comprised in or subject to Two several Terms of Five hundred Years and Five hundred Years, in the now-reciting Indenture mentioned, and their respective Rights, Members, and Appurtenances, were assigned unto the said *George Stone*, his Executors, Administrators, and Assigns, for all the then Residue of the said several Terms of Five hundred Years and Five hundred Years; nevertheless upon Trust for the said *Abel Smith*, *Frederick Manning*, *James Hughes Anderdon*, and *Butler Thompson Claxton*, their Executors, Administrators, and Assigns, for better securing to them the Payment of the said

Further Assignment of Terms for Benefit of Mortgagees, dated 14th April 1837.

said Sum of Five thousand Pounds and Interest ; and subject thereto upon Trust for the said *Mary Carey*, her Heirs, Executors, Administrators, and Assigns, for better securing to the said *Mary Carey*, her Executors, Administrators, or Assigns, the Payment of the said Sum of Twelve thousand Pounds and Interest ; and subject thereto upon Trust for the said *Arthur Lord Templemore*, his Heirs, and Assigns, and to attend the Inheritance : And whereas all the Title Deeds relating to the said Manor, Park, Estate, and Premises were retained by and are now in the Possession of the said Messieurs *Smith, Payne, and Smiths*, as Security for the Sum of Four thousand Pounds, Part of the said Purchase Money so agreed to be paid by the said *Arthur Lord Templemore* to the said Messieurs *Smith, Payne, and Smiths*, with Interest thereon at the Rate of Four Pounds *per Cent. per Annum*, in pursuance of a Bond and Agreement to that Effect bearing Date the First Day of *January* One thousand eight hundred and thirty-five, and made and executed by the said *Arthur Lord Templemore* to the said Messieurs *Smith, Payne, and Smiths*, by which the said *Arthur Lord Templemore* became bound to the said Messieurs *Smith, Payne, and Smiths* in the penal Sum of Eight thousand Pounds, conditioned for Payment of the said Sum of Four thousand Pounds on a Day in the Condition of the said Bond mentioned, and since past, and the said *Arthur Lord Templemore* thereby agreed that the said Title Deeds should be held by the said Messieurs *Smith, Payne, and Smiths* as a Security for the said Sum of Four thousand Pounds and Interest, and that he would execute a Mortgage of the said Manor, Park, Estate, and Premises to the said Messieurs *Smith, Payne, and Smiths*, for further securing the Payment of the said Sum of Four thousand Pounds and Interest, when thereto required : And whereas the said *Arthur Lord Templemore* on or about the Thirtieth Day of *September* One thousand eight hundred and thirty-four signed a Contract for the Purchase of the Pieces or Parcels of Land comprised in the Fourth Schedule to this Act annexed, and by Indentures of Lease and Release, dated respectively on or about the First and Second Days of *December* One thousand eight hundred and thirty-four, the said Indenture of Release being made or expressed to be made between *Mercy Howard* of *Sundridge* in the County of *Kent*, Widow and Relict and also the Devisee named in the last Will and Testament of *John Howard*, late of *Sundridge* aforesaid, Bricklayer, of the First Part ; *John Lavender* of *Boxley Mills* in the said County of *Kent*, Paper-maker, the surviving Executor named in the last Will and Testament of *Ronald Paterson* late of *Sundridge* aforesaid, Gentleman, deceased, of the Second Part ; *Ruscombe Wollen* of *Gough Square* in the City of *London*, Gentleman, of the Third Part ; *James Brogden* of *Lower Brook Street, Grosvenor Square*, in the County of *Middlesex*, Esquire, of the Fourth Part ; the said *Arthur Lord Templemore* of the Fifth Part ; and the said *Henry Scott Turner* of the Sixth Part, the said Messuage, Tenement, or Dwelling House, Pieces or Parcels of Land, comprised or mentioned in the Fourth Schedule to this Act annexed, were, for the Considerations therein mentioned, duly conveyed and assured unto and to the Use of the said *Arthur Lord Templemore*, his Heirs and Assigns for ever ; and by the same Indenture now in recital all those Pieces or Parcels of Land, Messuage or Tenement and Hereditaments, demised by a certain Indenture

Indenture therein recited, dated on or about the Thirteenth Day of *August* One thousand eight hundred and fourteen, were assigned unto the said *Henry Scott Turner*, his Executors, Administrators, and Assigns, thenceforth for all the then Residue of a certain Term of Five hundred Years in the now-reciting Indenture mentioned, upon Trust for the said *Arthur Lord Templemore*, his Heirs and Assigns, and to be assigned and disposed of as he or they should from Time to Time direct or appoint, and in the meantime to attend, wait upon, and go along with the Freehold Reversion and Inheritance of the said Hereditaments and Premises thereby assigned or intended so to be, so as to be subservient thereto, and to protect the same from all mesne and intervening Charges and Incumbrances, if any such there were, and upon no other Trust whatsoever: And whereas the said *Arthur Lord Templemore* intermarried on or about the Twenty-seventh Day of *July* One thousand eight hundred and twenty with the Right Honourable *Augusta Paget* commonly called Lady *Augusta Paget*, now the Dowager Lady *Templemore*, and there was Issue of the said Marriage Six Sons, namely, the Right Honourable *Henry Spencer* now Lord *Templemore*, the Honourable *Augustus George Charles Spencer Chichester*, the Honourable *Frederick Arthur Henry Chichester*, the Honourable *Adolphus William Chichester*, the Honourable *Francis Algernon James Chichester*, and the Honourable *George Vivian Chichester*, all being respectively Infants under the Age of Twenty-one Years, and there was no other Male Issue: And whereas the said *Arthur Lord Templemore* died on or about the Twenty-sixth Day of *September* One thousand eight hundred and thirty-seven, intestate as to the said Manor, Park, Estate, and Premises so purchased by him as aforesaid, and so comprised in the several herein-before recited Assurances, but having by his last Will and Testament, dated on or about the Nineteenth Day of *October* One thousand eight hundred and thirty-one, and duly executed and attested for the Devise of Real Estate, but made previously to the Date and Execution of the herein-before recited Contracts for Purchase of the said *Combe Bank* Estate and Premises comprised in the said Fourth Schedule (and never republished by him), appointed the Most Noble *Charles Duke of Richmond, Lennox, and D'Aubigny*, his Widow the Right Honourable *Augusta Lady Templemore*, and the said *James Kibblewhite*, Guardians of his infant Children, and the said *Charles Duke of Richmond* and the said *James Kibblewhite* Executors of his said Will; and the said Will was duly proved on the Twenty-eighth Day of *February* last in the Prerogative Court of the Archbishop of *Canterbury*: And whereas upon the Decease of the said *Arthur Lord Templemore* so intestate as to the said Manor, Park, and Estates contracted to be purchased by him, and so comprised in the several herein-before recited Assurances, the same descended to his said Six only Sons and Heirs in Gavelkind, according to the Custom of Gavelkind for Gavelkind Lands in the County of *Kent*, within which County the said Manor, Park, and Estates all are situate: And whereas the said Manor, Park, and Estates would yield, if let, but a very small Rental, and there is considerable Difficulty in procuring a Tenant for the same on a yearly Tenancy, and it would be highly advantageous to the said infant Sons and Heirs of the said *Arthur* late Lord *Templemore* that

[*Private.*]

Estate vested
in Trustees
for Sale.

the same should be sold, and the Proceeds thereof be applied for their Benefit, or in case a Purchaser should not be found for the same, that Power should be granted to let the same on Lease in manner herein-after expressed; but by reason of the Infancy of the said Co-heirs the same cannot be effected without the Aid and Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects the said *Charles Duke of Richmond, Lennox, and D'Aubigny, Augusta Lady Templemore, and James Kibblewhite*, on behalf of *Henry Spencer Lord Templemore, Augustus George Charles Spencer Chichester, Frederick Arthur Henry Chichester, Adolphus William Chichester, Francis Algernon James Chichester, and George Vivian Chichester*, the infant Sons and Co-heirs of *Arthur* late Lord *Templemore*, do most humbly beseech Your Majesty that it may be it 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, That all and singular the said Mansion, Park, Lands, Tenements, and Hereditaments so purchased by the said *Arthur* late Lord *Templemore*, and so comprised in the several herein-before recited Assurances, and which are mentioned or described in the First Schedule to this Act annexed, and Portions whereof are also mentioned or described in the Second and Third Schedules to this Act annexed, and also the Premises comprised in the said Fourth Schedule to this Act annexed, and their respective Rights, Members, and Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits of the same respectively, and the Equity of Redemption in Fee Simple of the said *Arthur* late Lord *Templemore*, and so descended to his said Co-heirs, of and in such Parts of the same respectively as by the first herein-before recited Indenture, dated on or about the Fourteenth Day of *April* One thousand eight hundred and thirty-seven, were limited in Mortgage unto the said *Abel Smith, Frederick Manning, James Hughes Anderdon, and Butler Thompson Claxton*, their Executors, Administrators, and Assigns, for the Residue of the said Term of Two thousand Years therein mentioned, for securing the said Sum of Five thousand Pounds and Interest, and also the Equity of Redemption in Fee Simple of the said *Arthur* late Lord *Templemore*, so descended to his said Co-heirs, of and in such Part of the said Hereditaments as by the firstly herein-before recited Indentures of Lease and Release, dated on or about the Thirteenth and Fourteenth Days of *April* One thousand eight hundred and thirty-seven, were limited in Mortgage in Fee Simple unto the said *Mary Carey*, for securing the said Sum of Twelve thousand Pounds and Interest, (subject nevertheless and without Prejudice to all Principal Monies and Interest due on the said several Mortgages, and the aforesaid Assurances and Securities for the same,) and all other Messuages, Lands, Tenements, and Hereditaments situate, lying, and being in the said several Parishes of *Sundridge* and *Brasted*, or either of them, or elsewhere in the said County of *Kent*, purchased by the said *Arthur* late Lord *Templemore*, which is or are of Gavelkind Tenure, and which have or has descended to his said Co-heirs in Gavelkind, shall be, from and immediately after the passing of this Act, vested in and the same are hereby absolutely vested in

the most Noble Charles Duke of *Richmond, Lennox, and D'Aubigny*, and *James Kibblewhite* of *Langham Place* in the County of *Middlesex*, Esquire, their Heirs and Assigns for ever, but nevertheless upon the Trusts and for the Intents and Purposes herein-after expressed or declared concerning the same; (that is to say,) upon Trust that they the said *Charles Duke of Richmond, Lennox, and D'Aubigny*, and *James Kibblewhite*, and the Survivor of them, and the Heirs and Assigns of such Survivor, do and shall, as soon as conveniently may be after the passing of this Act, or at any Time or Times thereafter, absolutely sell and dispose of the said Mansion, Park, Lands, Tenements, and Hereditaments, either at one Time or several Times, and either in one Lot or several Lots, and either by public Auction or private Contract, and either subject to or discharged from the aforesaid Mortgages or either of them, or the Principal Monies and Interest secured upon the said Mortgages, or any Part thereof respectively, to any Person or Persons who shall or may be willing to become the Purchaser or Purchasers thereof respectively, and for the best Price or Prices that can or may in the Opinion of the said *Charles Duke of Richmond, Lennox, and D'Aubigny*, and *James Kibblewhite*, or the Survivor of them, or the Heirs and Assigns of such Survivor, be obtained or reasonably gotten for the same respectively, and upon such Terms, and under such Conditions, Stipulations, and Agreements, as they or he shall think fit, with full Power, Liberty, and Authority to buy in, or rescind, modify, or vary, the Contract or Contracts for Sale of all or any of the said Mansion, Park, Lands, Tenements, and Hereditaments, and resell the same, in or by all or any of the Modes or Means aforesaid, without being answerable for any Loss or Expence to be occasioned thereby, and to do, perform, and execute all such Acts, Deeds, Matters, and Things which may be requisite or proper for the Purpose of effectuating such Sale or Sales; and upon Payment into the Bank of *England* in the Manner herein-after directed of the Purchase Monies for which the same Mansion, Park, Lands, Tenements, and Hereditaments, or any of them, shall be sold, upon Trust that they the said *Charles Duke of Richmond, Lennox, and D'Aubigny*, and *James Kibblewhite*, or the Survivor of them, or the Heirs and Assigns of such Survivor, do and shall convey and assure the said Mansion, Park, Lands, Tenements, and Hereditaments so to be sold, with their Appurtenances, unto and to the Use of the Purchaser or Purchasers thereof, his, her, or their Heirs and Assigns, according to or to such Uses, and upon such Trusts, and for such Intents and Purposes, and in such Manner as such Purchaser or Purchasers, his, her, or their Heirs or Assigns, shall direct or require.

II. And be it further enacted, That the Purchaser or Purchasers of the said Mansion, Park, Lands, Tenements, and Hereditaments which shall be so sold under the Powers and Provisions of this Act, or of any Part or Parts thereof respectively, shall pay his, her, or their Purchase Money or Purchase Monies into the Bank of *England* in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there "*Ex parte* the Purchasers of the Estates of the Heirs of *Arthur Lord Templemore*

Monies arising from Sale to be paid into the Bank of *England*, in the Name of the Accountant General of the Court of Chancery.

Templemore deceased," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, 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, Chapter the Twenty-fourth.

Certificate of Accountant General, &c., to be a good Discharge for same.

III. And be it further enacted, That the Certificate and Certificates of the said Accountant General, together with the Receipt and Receipts of the Cashiers of the Bank, to be thereunto annexed, and therewith filed in the Registry Office of the said Court of Chancery, of the Payment into the Bank of *England* by such Purchaser or Purchasers of his, her, or their Purchase Money or Monies, or of any Part or Parts thereof as aforesaid, or any Office Copy or Office Copies thereof, shall from Time to Time be and be deemed and taken to be a good and sufficient Discharge and good and sufficient Discharges to such Purchaser and Purchasers, and to his, her, and their Heirs, Executors, Administrators, and Assigns, for so much or such Part or Parts of the Purchase Money or Monies for which such Certificate or Certificates, and Receipt or Receipts respectively shall be so given as aforesaid; and after filing such Certificate or Certificates, and Receipt or Receipts, such Purchaser or Purchasers, his, her, or their Heirs, Executors, Administrators, and Assigns, shall be absolutely acquitted and discharged of and from the same, and shall not be answerable or accountable for any Loss, Misapplication, or Nonapplication thereof or of any Part thereof.

Money to be laid out under Direction of the Court of Chancery.

IV. And be it further enacted, That the Monies which shall be paid into the Bank of *England* in manner herein-before directed shall, under the Order of the said Court, be laid out and invested by the said Accountant General in the Purchase of Three Pounds *per Centum* Annuities.

Court may order Portion of Dividends to be applied towards the Maintenance of the infant Sons.

V. And be it further enacted, That it shall be lawful for the Court of Chancery, if that Court shall think it for the Benefit of the said Infants or any of them so to do, to order the said Accountant General to pay a competent Part or competent Parts of the Dividends which from Time to Time during the Minority of such Infant or Infants respectively shall arise from his or their Share or Shares of the said Bank Annuities, unto such Person or Persons as the said Court shall think proper, to be applied for or towards the Maintenance, Education, and Advancement in Life of the said Infant or Infants; and that so much of the Dividends arising from the Share or Shares of each, any, or either of the said Infants, of and in the said Bank Annuities, as shall not be applied for his, her, or their Maintenance, Education, and Advancement, shall be laid out by the said Accountant General in the Purchase of the like Three Pounds *per Centum* Bank Annuities, and be added to and accumulated with the Principal of the Share or Shares of such Infant or Infants in such Bank Annuities; and upon each such Infant attaining his Age of Twenty-one Years he shall become entitled to a Transfer into his own Name of his Share in the said Bank Annuities, and the Accumulations from such Share, or so much of the same respectively as shall not

not have been applied for the Purpose of his Advancement under the Provision next herein-after contained.

VI. Provided also, and be it further enacted, That in case of the Death of any or either of the said Infants before he or they respectively shall attain the Age of Twenty-one Years, then and in each or any such Case the Share or Shares of the Infant so dying of and in the Monies to arise from the Sale or Sales hereby authorized, and of and in the Stocks or Funds whereupon or wherein such Monies shall or may be invested, and the Accumulations therefrom, shall go and descend or be payable or transferrable to the Heir or Heirs of such Infant or Infants respectively so dying as aforesaid, in like Manner as the Share or Shares of such Infant or Infants of and in the Estates and Hereditaments hereby made saleable would have gone or descended if this Act had not been passed, any thing herein-before contained to the contrary thereof in anywise notwithstanding.

Appropriating the Share of any Son who might die during his Minority.

VII. And be it further enacted, That in the meantime and until the Estate and Hereditaments hereby made saleable as aforesaid shall be sold by virtue of this Act the said *Charles Duke of Richmond, Lennox, and D'Aubigny*, and *James Kibblewhite*, and the Survivor of them, and his Heirs, shall permit the same to be held and enjoyed, and the Rents, Issues, and Profits to be had, received, and taken, by such Person or Persons as would have been entitled thereto and ought to have received the same in case this Act had not been passed.

Until Sale the Rents to be received and applied as heretofore.

VIII. And be it further enacted, That it shall be lawful for the said Court of Chancery, upon Petition to be preferred in a summary Way by the Guardian or Guardians for the Time being of the said Infants, with the Concurrence of such of them as may have attained Twenty-one Years, or of the Person or Persons who may be entitled as the Heir or Heirs of any such Infant or Infants as may have died under that Age, if such Person or Persons shall be of the Age of Twenty-one Years, and of the Guardian or Guardians of any such Person or Persons who may be under that Age, to order and direct, that out of the Monies to arise from the Sale or Sales hereby authorized, or by Sale of a competent Part of the Stocks or Funds wherein or whereupon such Monies may be invested, and from and by the Monies to arise from such last-mentioned Sale, all or any Part of the Principal Monies and Interest that may be then due on the herein-before mentioned Mortgages and Securities for Five thousand Pounds, Twelve thousand Pounds, and Four thousand Pounds, on the said *Combe Bank* Estate or any Part thereof, and freed and discharged wherefrom any such Sale or Sales as herein-before authorized by this Act shall have been made, may be paid off or discharged.

Court may order Mortgages on Estate to be paid off.

IX. And be it further enacted, That in case a Purchaser or Purchasers shall not be found for the said Premises within the Period of Three Years from the passing of this Act, it shall be lawful to and for the said *Charles Duke of Richmond, Lennox, and D'Aubigny*, and
[Private.]

Power to lease the Hereditaments, &c. in case a Purchaser is not found.

James Kibblewhite, or the Trustee or Trustees for the Time being acting under the Powers of this Act, during the Minority of the said Co-heirs in Gavelkind, by any Deed or Instrument in Writing, to be sealed and delivered by him or them respectively in the Presence of and to be attested by One, Two, or more credible Witness or Witnesses, to demise or lease all or any Part or Parts of the said several Hereditaments comprised in the said several Schedules to this Act, unto 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 that there be reserved on every such Lease, payable during the Estate thereby created, the best and most improved yearly Rent or Rents to be incident to the immediate Reversion of the Hereditaments so to be demised or leased that can or may 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 that in every such Lease there be contained a Clause in the Nature of a Condition of Re-entry for Nonpayment of the Rent or Rents thereby to be respectively reserved for the Space of Twenty-one Days next after the same shall become due and payable; and so that the Lessee or Lessees do execute a Counterpart or Counterparts thereof respectively, and do thereby covenant for the due Payment of the Rent or Rents thereby to be respectively reserved, and be not by any Clause or Words therein to be contained made punishable for Waste, or exempted from Punishment for committing Waste.

Court of Chancery empowered to tax Costs of obtaining this Act.

X. Provided always, and be it further enacted, 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 Order or Orders as the said Court shall think fit for taxing all the Costs, Charges, and Expences attending the preparing, soliciting, applying for, obtaining, and passing this Act, and preparatory thereto, and the Costs, Charges, and Expences attending the Sale or Sales to be made by virtue of this Act, and the Execution of the Powers and Authorities hereby given to the said Trustees or Trustee for the Time being acting in the Execution of this Act, and the Costs, Charges, and Expences of the several Applications to be made to the said Court respecting the Matters aforesaid, and the Costs, Charges, and Expences of taking the said Monies out of the Bank, and investing the same in the Purchase of such Stocks or Funds as aforesaid, and for Payment of all such Costs, Charges, and Expences out of the said Monies, and for otherwise carrying the Powers, Directions, or Provisions of this Act into effect.

For Appointment of new Trustees on Vacancies.

XI. Provided also, and be it further enacted, That if the Trustees hereby appointed, or to be appointed as herein-after is mentioned, or either of them, their or either of their Heirs or Assigns, shall die, or desire to relinquish, or shall refuse or decline or become incapable to act in the Trusts, Powers, and Authorities hereby reposed in them and him respectively, or shall go out of *Great Britain* before the same Trusts, Powers, and Authorities shall be fully and completely performed and executed, then and in every such Case it shall be

lawful for the said Court of Chancery, on a Petition in a summary Way by the Person or Persons who would for the Time being be beneficially entitled in Possession to the Rents and Profits of the Hereditaments hereby authorized to be sold, in case the same be not sold, or who may be beneficially interested in the Monies that may have arisen from the Sale thereof, if such Person or Persons shall be of the Age of Twenty-one Years, or by the Guardian or Guardians of such Person or Persons on his, her, or their Behalf, if such Person or Persons shall be under that Age, from Time to Time to nominate and appoint One or more Person or Persons to be a Trustee or Trustees in the Place and Stead of the Trustee or Trustees so dying, or desiring to relinquish, or refusing or declining or being incapable to act, or going out of *Great Britain* as aforesaid; and when and so often as any Trustee or Trustees shall have been nominated and appointed in manner aforesaid, all the said Trust Estates which shall then be vested in the Trustee or Trustees so dying, or desiring to relinquish, or refusing or declining or being incapable to act, or going out of *Great Britain* as aforesaid, either solely, or jointly with the other Trustee or Trustees of the same Trust Estates respectively, shall thereupon, with all convenient Speed, be conveyed and settled and assured in such Sort and Manner, and so that the same Estates shall immediately thereupon be and become lawfully and effectually vested in the surviving, continuing, or other Trustee or Trustees of the same Trust Estates respectively, and such newly appointed Trustees, or in such new or other Trustee or Trustees only, as the Case may require, upon the same Trusts, Ends, Intents, and Purposes as are herein-before expressed, contained, and declared concerning the same Estates respectively, or such and so many as shall be then subsisting or capable of taking effect; and such new Trustee or Trustees shall and may in all things act in the Management, carrying on, and Execution of the Trusts hereby created, as fully and effectually, and with all the same Powers and Authorities, to all Intents and Purposes whatsoever, as if he or they had been originally by this Act nominated a Trustee or Trustees.

XII. And be it further enacted, That the Trustee or Trustees for the Time being acting under the Provisions of this Act, or their respective Heirs, Executors, or Administrators, shall not be charged or chargeable with or accountable for any more Money than they or he shall respectively actually receive by virtue of the Trusts hereby in them or him reposed, notwithstanding their or his joining in any Act for conformity; and that neither of them shall be accountable for the Acts or Defaults of the other of them, nor for any Loss which may happen to the said Trust Estates, Hereditaments, and Premises, or any Part thereof, in the Execution of the Trusts hereby created, so as such Loss shall not happen through their or his wilful Neglect or Default. Indemnity to Trustees.

XIII. Saving always to the Queen's most Excellent Majesty, and to Her Heirs and Successors, and to all and every other Persons or Person, Bodies Politic and Corporate, their, his, and her Heirs, Executors, Administrators, Successors, and Assigns, (other than and except the said *Henry Spencer* now Lord *Templemore*, *Augustus George* General Saving of Rights.

George Charles Spencer Chichester, Frederick Arthur Henry Chichester, Adolphus William Chichester, Francis Algernon James Chichester, and George Vivian Chichester respectively, and their respective Heirs, Executors, and Administrators,) all such Estates, Rights, Titles, Interests, Claims, and Demands whatsoever, of, in, to, or out of the said Estate and Hereditaments hereby vested in Trust to be sold as aforesaid, or any of them, or any Part or Parts thereof, as they and every or any of them had before the passing of this Act, or could or might have had, held, or enjoyed, or been entitled to, if this Act had not been passed.

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

XIV. And be it further enacted, That this Act 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.

The FIRST SCHEDULE referred to in the foregoing Act.

The Park

Comprises about One hundred and twelve Acres of excellent Grass Land, including some exceedingly rich Pasture, and about Sixty Acres of thriving Woods and Plantations, which are cut in regular Succession, furnishing valuable Poles of Ash and Chesnut, besides Cordwood, and they contain fine Timber, Various cool Summer Drives and Rides have been cut through the Wood in different Directions. At the Foot of the richly-timbered Knoll which forms the Pleasure Grounds is a noble Sheet of Water, over the circuitous Expanse of which the Eye is conducted to a richly-wooded distant Landscape. The Farm Buildings and Offices are on a most complete Scale, comprise every Requisite for an agricultural Establishment, and are abundantly supplied with Water by an Engine.

The LANDS are as follow :

In the Parishes of Sundridge and Brasted.

	A.	R.	P.
1. Cordell's Field	12	1	11
2. Shaw	0	1	35
3. Combe Bank Wood	44	2	11
4. Pond	0	2	2
5. North Meadow	24	2	12
6. Plantation	0	1	35
7. Pond Field	15	2	2
8. Wood-yard	0	2	1
9. Boathouse	0	0	20
10. Pond	5	1	15
11. Chestnut Grove	5	2	8
12. Pleasure Gardens	17	2	17
13. Kitchen Gardens	2	1	10
14. Nook at Sundridge Cross	0	1	33
15. Part of Warren Pond Field	5	3	19
16. Ditto	15	0	32
17. Part of Hyde's Meadow	8	1	5
18. Ditto	0	3	32
19. Plantation	0	0	16
20. Patterson's Cottages	0	0	35
21. Peache's Meadow	7	1	32
22. -	0	2	29
23. Wilson's Meadow	5	2	37
24. Combe Bank Farm-yard	1	0	10
25. Stack Plat	0	2	6
26. Orchard	0	2	12
27. Hog Pound Field	6	2	30

[Private.]

	A.	R.	P.
28. Copse	0	3	33
29. Firminger's Close	3	2	18
30. Palatine Mead	5	0	37
31. Plantation	1	2	1
32. Nightingale	10	0	14
33. Copse	0	0	15
34. Sibbix	13	0	32
35. Copse	0	3	27
36. Venners Field	12	3	1
37. Olive Field	4	1	31
38. Pond	0	1	19
39. Young Field	10	1	17
40. Marle Pit Field	14	0	21
41. Pond	0	0	28
42. East Lawn	22	0	30
43. Plantation	0	0	24
44. Cow Yard	0	0	33
45. Plantation	0	1	17
46. Gumbold's Croft	16	1	10
47. Upper Nine Acres	8	2	8
48. Lower Ditto	9	0	5
49. Ten Acres Plantation	10	2	14
50. The Six Acres	5	3	19
51. Lichfield Meadow	8	3	29
52. The Ten Acres	11	0	29
53. Brasted Mead	11	0	1
54. Fir Tree Plantation	0	1	38
55. Pond	0	0	28
56. Plantation	1	1	29
57. Ditto	0	1	31
58. Pond	0	1	0
59. Plantation	1	2	11
60. Willoughby's Mead	2	3	29
61. Cats Mead	7	1	24
62. Furze Field	11	1	7
63. Ashdowns	0	3	29
64. Wanley Mead	5	1	32
65. John's Mead	5	0	5
66. Great Dibgate's Field	15	0	32
67. Little Ditto	4	1	21
68. Shaw	0	1	10
69. Ditto	0	0	39
	423	1	25

*In the Parish of Sundridge, and within a Ring Fence
with the foregoing.*

A. Mansion House, Offices, Yard, Garden, and Part of the Home Mead.	4	2	26
B. Part of the Home Mead	3	0	3
C. Farmhouse, Yards, Buildings, Garden, &c.	2	0	16
D. Dibgate Meadow	2	1	6
E. Seven Acre Meadow	7	0	4
G. Hop Garden Plat	0	2	23
H. Hop Garden	2	1	25

	A.	R.	P.
I. Little Coney Burrow	2	2	9
J. Great Ditto	4	0	14
K. Great Hop Garden Field	9	1	31
L. Ash Plat	0	2	23
M. Lower Seven Acres	7	3	3
N. Hither Coney Burrow Field	9	1	14
O. Further Ditto	4	2	20
P. Great Oaker's Hay Field	6	0	20
Q. Little Ditto	2	0	22
R. Upper Oaker's Hay Field	3	0	1
S. Lower Ditto	3	2	15
T. Lower Barn Field	2	3	18
V. Upper Ditto	3	2	23
W. The Long Pasture	5	3	8
X. Upper Seven Acres	7	1	3
TOTAL	518	2	2

Also a perpetual Rent of Five Pounds per Annum issuing out of a Messuage and Premises in Sundridge formerly Part of this Estate.

N. B.—The Boundary Fences coloured Yellow in the Map belong to the adjoining Estates.

Note.—The Dwelling House fit for the Residence of a genteel Family with the 7A. 2R. 9P. distinguished by A. and B. in the above Terrier are let off for 80% per Annum.

The Farm-house (C.), with Garden and Orchard and Dibgate Meadow (D.), are let off at 29*l.* per Annum from Year to Year. The Barn and Yards of the same are in hand.

The Lands in the Manor of Sundridge are subject to Quit Rents payable to Lord Amherst amounting to 2*l.* 15*s.* 8½*d.* per Annum, and those in Brasted are subject to Quit Rents, amounting to 1*l.* 1*s.* 8*d.* per Annum.

The Lands in Sundridge are subject to Five live Heriots, or in default 17*s.* 6*d.* for Five dead ones, on Alienation, and 2*l.* 15*s.* on Death, for a Relief, and the Lands in Brasted are subject to One live Heriot on Death or Alienation. The Heriots to be paid by the Purchasers.

H. Scott Turner.

The **SECOND SCHEDULE** referred to in the foregoing Act.

All that Piece or Parcel of Land or Meadow Ground commonly called or known by the Name of Wanley Mead, lying and being in the Parish of Sundrish in the County of Kent, and containing by Estimation 5A. 2R. 7P. or thereabouts, more or less; and also all that Piece or Parcel of Land or Meadow Ground commonly called or known by the Name of John's Mead, lying in the Parish of Sundrish aforesaid, and containing by Estimation Five Acres or thereabouts, more or less; which said Two Pieces or Parcels of Land or Meadow Ground were formerly called or known by the Name of Wanley, and were in the Tenure or Occupation of David Sale, Yeoman, his Assigns or Undertenants, but were in the Tenure or Occupation of William Manning; and also all that Piece or Parcel of Arable Land commonly called or known by the Name of Dibgate's Land, lying and being in the said Parish of Sundrish, and containing by Estimation 15A. 32P. or thereabouts, more or less; and which said Piece or Parcel of Land abuts on the North to a Road leading to Sundrish commonly called the New Road, in the Tenure or Occupation of on the South to Sibbett's Field, in the Tenure or Occupation of the said William Manning, on the East to Dibgate's Farm, in the Tenure or Occupation of John Wolfe, and on the West to Nightingale Field, also in the Tenure or Occupation of the said William Manning, and were then in the Tenure or Occupation of James Sale and Thomas Sale; and also all that Piece or Parcel of Arable Land called or known by the Name of Dibgate's Field, lying and being in the said Parish of Sundrish, and containing by Estimation 4A. 1R. 3P. or thereabouts, more or less; which said Piece or Parcel of Land abuts on the East to Little Meadow above Long Meadow, and were then in the Tenure or Occupation of Robert Paul Waring, and on the West, on the North, and on the South to Dibgate Farm aforesaid; and also all those Two several Pieces or Parcels of Wood Land commonly called or known by the Name of the Shaws, lying and being in the said Parish of Sundrish in the said County of Kent, and containing by Estimation respectively 1R. 10P. and 39 Perches or thereabouts, more or less; and which said Two several Pieces of Wood Land abut on the West to Dibgate's Lands aforesaid, on the East to Dibgate's Farm aforesaid, on the North to the said Road leading to Sundrish, commonly called the New Road, and on the South to Dibgate's Farm aforesaid, and were formerly in the Tenure or Occupation of Philip Henry Earl Stanhope.

H. Scott Turner.

The **THIRD SCHEDULE**, referred to in the foregoing Act.

All that new erected Capital Messuage or Tenement, with the Outhouses, Offices, Yards, Shrubbery, Orchards, Garden, and Two several Pieces or Parcels of Meadow Land thereunto belonging, situate, lying, and being in the Parish of Sundrish in the said County of Kent, containing together 7A. 1R. 22 P., be the same more or less, formerly in the Possession of Charles Thomas West, Esquire, afterwards of John Knowlys; and also all that Farm consisting of all that and those the Sheds, Barn, and Outhouses, Yards, Orchards, and Hopkilns, and all those the several Closes, Pieces, or Parcels of Arable, Meadow, and Pasture Land, Wood Land, and Hop Ground, situate, lying, and being near to the said Capital Messuage or Tenement in the said Parish of Sundrish; and also all those Two Pieces or Parcels of Meadow Land, containing by Admeasurement Three Acres, more or less, and all that Piece or Parcel of Hop Ground, containing by Admeasurement Three Acres, more or less, formerly in the Tenure or Occupation of Mr. Shearman and Richard Newton, or One of them, and afterwards of the said John Knowlys, which said Three Pieces or Parcels of Meadow and Hop Ground are situate lying and being in the said Parish of Sundrish, and which said Farm and Lands contain together 90A. and 16P., more or less; all which said Capital Messuage, Farm, and Lands (except the said Three Pieces or Parcels of Meadow and Hop Ground) were granted and conveyed unto and to the Use of the said John Knowlys, his Heirs and Assigns, by Indentures of Lease and Release of Twenty-fourth and Twenty-fifth Days of June One thousand eight hundred and five; and the said Three Pieces or Parcels of Meadow and Hop Ground were appointed, released, and conveyed unto and to the Use of the said John Knowlys and his Heirs by Indentures of Lease, Appointment, and Release, of the same Twenty-fourth and Twenty-fifth Days of June One thousand eight hundred and five; and the said Farm and Lands were formerly held on Lease by William Eaton; and the said Farm and Lands, and the said several Closes, Pieces, or Parcels of Land, Arable, Meadow, Pasture, Wood Land, and Hop Grounds belonging therewith, with the Appurtenances, were particularly mentioned and described in the Schedule to the said first-mentioned Indenture of Release of the Twenty-fifth Day of June One thousand eight hundred and five; and also all that Piece or Parcel of Meadow Land called or known by the Name of Dibgate Meadow, situate, lying, and being in the said Parish of Sundrish, containing by Admeasurement 2A. 2R. 0P., be the same more or less, which said Piece or Parcel of Meadow Land was granted and conveyed unto and to the Use of the said John Knowlys, his Heirs and Assigns, by the before-mentioned Indentures of Lease and Release of the Twenty-ninth and Thirtieth Days of September One thousand eight hundred and thirteen; and all other the Messuages, Lands, and Hereditaments whatsoever heretofore of the said John Knowlys, situate, lying, and being in the said Parish of Sundrish.

H. Scott Turner.

The **FOURTH SCHEDULE** referred to in the foregoing Act.

All that new erected Messuage, Tenement, or Dwelling House, with the Outbuildings, Yard, Gardens, and Appurtenances thereunto belonging, and also all those Two Pieces or Parcels of Land on which the said Messuage or Tenement or Dwelling House had been erected and built by John Howard, since deceased, which said Pieces or Parcels of Land are situate lying and being in Sundridge aforesaid, and bounded on the South on the Turnpike Road leading from Brasted to Sundridge, on the North on the River Darent, on the East on Land lately belonging to Lord Frederick Campbell, and separated therefrom on the West by a Raddle Fence, and a Way leading from the said Turnpike Road into the Ground of the said Lord Frederick Campbell, and were lately in the Occupation of Mrs. Mercy Howard, and the same Pieces or Parcels of Land contain together 1r. 31½p., and also all that Dwelling House or Cottage erected on Part of the said last-mentioned Land by the said Arthur late Lord Templemore, and now in the Occupation of William Ingram.

H. Scott Turner.

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