ANNO QUINQUAGESIMO

GEORGII III. REGIS.

Cap. 65.

An Act for appointing new Truſtees for carrying into Execution the Truſts and Powers of the Settlement made on the Marriage of the Right Honourable *George Capel Coningeſby* Earl of *Eſſex*, with *Sarah* Counteſs of *Eſſex*, his Wife.

[18th *April* 1810.]

Marriage Settlement, dated June 5 and 6, 1786, recited.

WHEREAS by Indentures of Leaſe and Releaſe bearing Date reſpectively the Fifth and Sixth Days of June, in the Year One thouſand ſeven hundred and eighty-ſix; the Releaſe being of Six Parts, and made between the Right Honourable *George Capel Coningeſby* Earl of *Eſſex*, by his then Title and Deſcription of the Right Honourable *George Capel Coningeſby*, commonly called Lord Viſcount *Malden* (the eldeſt Son of the Right Honourable *William Anne Holles* Earl of *Eſſex*, by the Right Honourable *Frances* Counteſs of *Eſſex*, his late Wife) deceaſed, theretofore *Frances Hanbury Williams* Spinſter) of the Firſt Part; *Sarah Stephenſon*, Widow, of the Second Part; the Right Honourable *Thomas Harley* Eſquire, One of His Majeſty's moſt Honourable Privy Council, and *George Drummond* Eſquire, of the Third Part; the moſt Noble *John Frederick* Duke of *Dorſet*, and the Right Honourable *John* Lord *Monſon*, of the Fourth Part; the Right Honourable *John* Lord *Muncaſter*, and *John Purling* Eſquire, of the Fifth Part; and *John Clements* Eſquire, and *Richard Ford* Eſquire, of the Sixth Part, being the Settlement made previouſly to the Marriage then intended, and ſoon afterwards had between the ſaid *George Capel Coningeſby*, now Earl of *Eſſex* (then Lord Viſcount *Malden*), with the ſaid *Sarah* Counteſs of *Eſſex*, his now Wife, in Conſideration of the ſaid then intended Marriage, and for other Conſiderations therein expreſſed, divers Manors, Hundreds, Rectories, Advowſons, Meſſuages, Farms,

Farms, Lands, Tenements, Tythes, and Hereditaments, ſituate, lying, being, and ariſing within the ſeveral Counties of *Hereford*, *Worceſter*, *Radnor*, *Warwick*, *Stafford*, *Leiceſter*, and *Nottingham*, with their Rights, Members, and Apurtenancies, were duly limited and conveyed to the Uſes upon, and for the Truſts, Intents and Purpoſes, and under and ſubject to the ſeveral Powers, Proviſoes, Conditions, Limitations, Declarations, and Agreements in the ſaid Indenture of Releaſe and Settlement expreſſed and contained, and hereinafter in Part mentioned (that is to ſay), to the Uſe of the ſaid *Thomas Harley* and *George Drummond*, their Heirs and Aſſigns, until the ſaid then intended Marriage ſhould be ſolemnized, upon the Truſts declared by a Certain Indenture of Bargain and Sale of the Firſt Day of *July*, One thouſand ſeven hundred and eighty-two therein recited, and after the Solemnization thereof, to the Uſe of the ſaid *George Capel Coningeſby*, now Earl of *Eſſex* (then Lord Viſcount *Malden*), and his Aſſigns for his Life, without Impeachment of Waſte; Remainder to the Uſe of the ſaid Duke of *Dorſet* and *John* Lord *Monſon*, and their Heirs, during the Life of the ſaid *George Capel Coningeſby*, now Earl of *Eſſex*, upon Truſt, to preſerve Contingent Remainders; Remainder to the Uſe, Intent, and Purpoſe that the ſaid *Sarah* Counteſs of *Eſſex* (then *Sarah Stephenſon*) and her Aſſigns, if ſhe ſhould ſurvive the ſaid *George Capel Coningeſby*, now Earl of *Eſſex*, ſhould from and immediately after his Deceaſe, out of all and ſingular the Premiſes or any Part thereof, receive Yearly, during her Life, for her Jointure and in bar of Dower and free Bench, One Yearly Rent or Annual Sum of Two thouſand Pounds, with the uſual Powers of Diſtreſs and Entry, and Perception of Rents and Profits for recovering and compelling Payment thereof when in Arrear, and ſubject thereto to the Uſe of the ſaid *John* Lord *Muncaſter* and *John Purling*, their Executors, Adminiſtrators, and Aſſigns, for a Term of One Thouſand Years, upon Truſt for better ſecuring to the ſaid *Sarah* Counteſs of *Eſſex* and her Aſſigns for her Life, in Caſe ſhe ſhould happen to ſurvive the ſaid *George Capel Coningeſby*, now Earl of *Eſſex*, the ſaid Yearly Rent or Annual Sum of Two Thouſand Pounds, and ſubject thereto in Truſt by the Ways and Means in the ſaid Indenture of Releaſe and Settlement mentioned, to raiſe certain Sums of Money for the Portions of the Daughters and younger Sons of the ſaid then intended Marriage, and after the Expiration or other ſooner Determination of the the ſaid Term of One thouſand Years, and in the mean Time ſubject thereto to the Uſe of the Firſt and other Sons of the ſaid then intended Marriage ſucceſſively in tale Male; remainder to the Uſe of the ſaid *John Clements* and *Richard Ford*, their Executors, Adminiſtrators, and Aſſigns, for a Term of Two Thouſand Years, upon Truſt by the Ways and Means therein mentioned, to raiſe certain Sums of Money for the Portions of the Daughters of the ſaid then intended Marriage, in Caſe of failure of Iſſue Male, and after the Expiration or other ſooner Determination of the ſaid Term, and in the Meantime ſubject thereto to the Uſe of the ſaid *George Capel Coningeſby*, now Earl of *Eſſex*, his Heirs and Aſſigns for ever; and it was by the ſaid Indenture of Releaſe and Settlement, provided, declared, and agreed, that it ſhould be lawful for the ſaid *John Frederick* Duke of *Dorſet*, and *John* Lord *Monſon* or the Survivor of them, or the Heirs of ſuch Survivor, at any Time or Times thereafter, during the Life of the ſaid *George Capel Coningeſby*, now Earl of *Eſſex*, with the Conſent and Approbation of the ſaid *George Capel Coningeſby*, now Earl of *Eſſex*, and *Sarah* Counteſs of *Eſſex*, or of the ſaid

ſaid *George Capel Coningeſby*, now Earl of *Eſſex*, alone after her Deceaſe, to make ſale of or to convey in Exchange for or in Lieu of other Lands, Tenements, or Hereditaments, of equal or greater Value, all or any of the ſaid Manors and other Hereditaments thereinbefore mentioned to be thereby granted and releaſed, and the Fee Simple and Inheritance thereof unto any Perſon or Perſons whomſoever, either together or in Parcels, for ſuch Price or Prices in Money, or for ſuch other Equivalent in Lands or Tenements as ſhould be thought reaſonable, and upon Payment of the Money ariſing by Sale of any Part or Parts of the ſaid Premiſes, when any Part or Parts thereof ſhould be ſold or diſpoſed of by them or him for a valuable Conſideration in Money, to ſign and give proper Receipts for the Money for which the ſame ſhould be ſold, which Receipts ſhould be a ſufficient Diſcharge to any Purchaſer or Purchaſers, for ſo much of the Purchaſe Money as ſhould be therein acknowledged or expreſſed to be received, and that ſuch Purchaſer or Purchaſers, their, his, or her Heirs, Executors, Adminiſtrators, or Aſſigns, ſhould not afterwards be anſwerable or accountable for any Loſs, Miſapplication, or Nonapplication of all or any Part of ſuch Purchaſe Money ſo acknowledged or expreſſed to be received; and that all and every the ſaid Manors and other Hereditaments ſo ſold or conveyed, ſhould be and remain for ever from thenceforth freed, and abſolutely diſcharged of and from all and every the Uſes, Eſtates, Truſts, Limitations, Powers, Proviſoes, and Agreements in and by the ſame Indenture of Releaſe or Settlement now in recital, limited, expreſſed, and declared, and ſhould enure to the Uſe and Behoof of ſuch Purchaſer or Purchaſers, his, her, and their Heirs and Aſſigns for ever, ſubject only to ſuch Leaſe and Leaſes as ſhould have been made purſuant to the Power therein contained in that Behalf: Provided nevertheleſs, that the Monies ariſing from ſuch Sale and Sales ſhould, with all convenient Speed, be laid out and inveſted by them the ſaid *John Frederick* Duke of *Dorſet*, and *John* Lord *Monſon*, or the Survivor of them, his Heirs, Executors, or Adminiſtrators, by and with the Conſent and Approbation of the ſaid *George Capel Coningeſby*, now Earl of *Eſſex*, and *Sarah* Counteſs of *Eſſex*, or the Survivor of them, or, in caſe they ſhould be both dead, at and by the proper Diſcretion and Authority of ſuch Truſtees or Truſtee, for the Time being, in the Purchaſe or Purchaſes of Freeholds, Lands, Tenements, or Hereditaments, free from all Incumbrances, to be ſituate ſomewhere in that Part of *Great Britain* called *England*, of a clear and indefeaſible Eſtate of Inheritance in Fee Simple in Poſſeſſion of as good Value in all reſpects as the Hereditaments and Premiſes ſo ſold, and that as well the Lands, Tenements, and Hereditaments ſo to be purchaſed, as all and every the Lands, Tenements, and Hereditaments which ſhould be veſted in the ſaid *John Frederick* Duke of *Dorſet* and *John* Lord *Monſon*, or the Survivor of them, or the Heirs of ſuch Survivor in Exchange as aforeſaid, ſhould be reſpectively ſettled and conveyed by the ſaid *John Frederick* Duke of *Dorſet* and *John* Lord *Monſon* or the Survivor of them, his Heirs or Aſſigns, to ſuch and the ſame Uſes, and upon ſuch and the ſame Truſts, and for ſuch and the ſame Intents and Purpoſes, and charged and chargeable in the ſame Manner, and by, with, and under the ſame Powers, Proviſoes, Declarations, and Agreements, as were thereinbefore declared or expreſſed of, or concerning the ſaid Manors and other Hereditaments thereby granted and releaſed as aforeſaid, or as near thereto as the Death of Parties or other Contingencies would then admit of: And it was by the ſaid Indenture of Releaſe and

Settlement

Settlement further declared and agreed, that until the Money arising by such Sale or Sales as aforesaid should be invested in such Purchase or Purchases, it should be lawful for the said *John Frederick* Duke of *Dorset* and *John* Lord *Monson* and the Survivor of them, and the Heirs, Executors, or Administrators of such Survivor, by and with such Consent as aforesaid, to place out such Money at Interest in the Public Funds, or in Government, or upon real Securities, and to alter and transpose the same so often as to the said Trustees or Trustee should seem meet, and the Dividends, Interest, Annual Profits, and Proceed of such Money to go and be applied for such Uses, Intents and Purposes as the Rents and Profits of the Lands and Tenements to be purchased therewith would go and be payable or applicable in Case such Purchases and Settlement as aforesaid were then actually made: And it was by the said Indenture of Release and Settlement further provided, agreed, and declared, that it should be lawful for the said *John Frederick* Duke of *Dorset* and *John* Lord *Monson* and the Survivor of them, and the Heirs of such Survivor, at any Time or Times thereafter, during the Life of the said *George Capel Coningesby*, now Earl of *Essex*, with the Consent and Approbation of the said *George Capel Coningesby*, now Earl of *Essex*, and *Sarah* Countess of *Essex*, or of the said *George Capel Coningesby*, now Earl of *Essex* alone after her Decease to enfranchise, and for that Purpose, to grant, bargain, sell, release, and confirm all or any of the Messuages, Lands, Tenements, or Hereditaments, holden by Copy of Court Roll of the Manors mentioned to be thereby granted and released respectively for such Price or Prices in Money as should be thought reasonable, and upon Payment of the Money to arise by any such Enfranchisement or Enfranchisements to sign and give Receipts for the Consideration Money of such Enfranchisement or Enfranchisements, which Receipts should be a sufficient Discharge to any Person or Persons to whom such Enfranchisement or Enfranchisements respectively should be made, for so much Money as should be therein acknowledged or expressed to be received and such Person and Persons to whom any such Enfranchisement or Enfranchisements should be made their, his, or her Heirs, Executors, Administrators, or Assigns, should not afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication of all or any Part of the Money so acknowledged or expressed to be received, and when any of the Premises should be so enfranchised, and such proper Receipts given the Freehold of all and every the Messuages, Lands, Tenements, and Hereditaments so enfranchised, should be and remain for ever and from thenceforth freed and absolutely discharged of and from all and every the Uses, Estates, Trusts, Limitations, Powers, Provisoes, and Agreements in and by the said Indenture of Release or Settlement limited, declared, or expressed, and then and from thenceforth the same Indenture and the Grant and Release thereinbefore contained should be and enure respectively as to the Hereditaments so enfranchised to the only Use and Behoof of the Person or Persons to whom such Enfranchisement or Enfranchisement, should be respectively made, and of his, her, and their Heirs and Assigns for ever respectively: Provided nevertheless, and it was thereby agreed and declared, that the Consideration Money for such Enfranchisements should be disposed of in such and the same Manner as if the same were Money arising by Sale of the Hereditaments and Premises thereinbefore made saleable, and be considered as such Money to all Intents and Purposes whatsoever, any

thing

thing thereinbefore contained to the contrary thereof notwithstanding: And whereas the said *George Capel Coningesby*, now Earl of *Essex*, intermarried with the said *Sarah* Countess of *Essex*, on or about the Sixth Day of *June*, One thousand seven hundred and eighty-six, but there is not at present, nor has there been any Issue of the said Marriage: And whereas the said *John Frederick* Duke of *Dorset* died in or about the Month of *June*, in the Year One thousand seven hundred and ninety-nine, in the Life Time of his Co-trustee, the said *John* Lord *Monson* who also died in or about the Month of *May*, in the Year One thousand eight hundred and six, leaving his eldest Son *John George Monson*, late Lord *Monson*, his Heir at Law, who on or about the Thirtieth Day of *October*, One thousand eight hundred and seven, intermarried with the Right Honourable *Sarah Elizabeth Savile*, commonly called Lady *Sarah Elizabeth Savile*, and the said *John George* Lord *Monson* died in or about the Month of *November*, in the Year One thousand eight hundred and nine, leaving his only Son *Frederick John*, now Lord *Monson*, an Infant, now of the Age of Twelve Months or thereabouts, his Heir at Law him surviving, and thereupon all the Estates, Trusts, Powers, and Authorities which by the said Indenture of Release and Settlement were limited and granted to the said *John Frederick* Duke of *Dorset* and *John* Lord *Monson* or which by virtue and in pursuance of the same Settlement were vested in the said *John George* Lord *Monson* at the Time of his Decease descended or devolved to and are now vested in the said *Frederick John* Lord *Monson*: And whereas by reason of the Infancy of the said *Frederick John* Lord *Monson*, the said Trusts and Powers cannot now be carried into Execution or exercised: And whereas it would be for the Benefit of all Persons who are or may be or become beneficially interested under the said Indenture of Release and Settlement in the Estates which are or may stand limited to the Uses thereof, that new Trustees should be appointed for carrying into Execution and exercising the Trusts and Powers contained in the same Indenture of Release and Settlement: But as the said Indenture of Release and Settlement contains no Power to make such an Appointment, the same cannot be effected without the Aid and Authority of Parliament; therefore, Your Majesty's most dutiful and loyal Subjects, the said *George Capel Coningesby* Earl of *Essex* and *Sarah* Countess of *Essex*, his Wife, do most humbly beseech Your Majesty, that it may be enacted; and be it enacted by the King's Most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons in this present Parliament assembled, and by the Authority of the same, That all and singular the Manors, Hundreds, Rectories, Advowsons, Messuages, Farms, Lands, Tenements, Tythes, and Hereditaments respectively, with their and every of their respective Rights, Members, and Apurtenances, which at the Time of or immediately before the Decease of the said *John George*, late Lord *Monson*, were vested in or stood limited to him to the Uses, or upon the Trusts, and for the Ends, Intents and Purposes, and under and subject to the Powers, Provisoes, Declarations, and Agreements expressed and declared by the hereinbefore recited Indenture of Release and Settlement of the sixth Day of *June*, One thousand seven hundred and eighty-six, or which were vested in him upon Trust to be conveyed to the Uses of the same Indenture of Settlement, and which descended to and are now vested in the said *Frederick John* Lord *Monson* as his Heir at Law, shall from and after the passing

The Manors and Hereditaments which at the Time of the Decease of Lord Monson were vested in him to the Uses or upon the Trusts of the Settlement, shall be vested in Lord Whitworth and John

Drummond, Esq. to the Uses, &c. which the Manors and other Hereditaments by this Act vested were liable to under the recited Settlement.

passing of this Act, be and become vested in and settled upon the Right Honourable *Charles* Lord *Whitworth*, and *John Drummond* Esquire, of the Parish of *Saint George*, *Hanover-square*, in the County of *Middlesex*, their Heirs and Assigns to the same Uses upon and for the same Trusts, Intents and Purposes, and with, under, and subject to the same Powers, Provisoes, Declarations, and Agreements in all respects as under, and by virtue or in pursuance of the said recited Indentures of Lease and Release and Settlement, the said Manors and other Hereditaments so by this present Act vested and settled or intended so to be, were, and stood limited or subject and liable to at the Time of the Decease of the said *John George* Lord *Monson*.

General Saving.

II. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person and Persons, Bodies Politic or Corporate, his, her, and their Heirs, Successors, Executors, and Administrators (other than and except the said *George Capel Coningesby*, now Earl of *Essex*, and *Sarah* Countess of *Essex*, his Wife, and all and every the Son and Sons hereafter to be born of the said Earl by the said *Sarah* Countess of *Essex*, his Wife; and the Heirs Male of the Body and Bodies of all and every such Son and Sons, and all and every the Persons who now are or hereafter may be beneficially interested in the Trusts of the said Terms of One thousand Years, and Two thousand Years, and the Trustees of the same Terms, and the said *Frederick John* Lord *Monson*, his Heirs, Executors, and Administrators, and the Heirs and Assigns of the said *George Capel Coningesby*, now Earl of *Essex*, and all and every other Person and Persons claiming or to claim any Estate, Right, or Interest in the said Manor and other Hereditaments under or by virtue of the said recited Indenture of Release and Settlement), all such Estate, Right, Title, Interest, Benefit, Property, Claim, and Demand whatsoever, not hereby expressly meant or intended to be hereby barred, in, to, over, out of, or upon the said Manors and Hereditaments, and every of them, as they or any of them had before the passing of this Act, or might have had in Case this Act had not been made.

Evidence.

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

LONDON: Printed by George Eyre and Andrew Strahan, Printers to the King's most Excellent Majesty. 1810.