

ANNO QUINQUAGESIMO PRIMO

GEORGII III. REGIS.

CAP. CII.

An Act to extend the Provisions of an Act passed in the Forty-seventh Year of His present Majesty, for discharging from the Claims of the Crown certain Real and Personal Estates belonging to General *De Lancey*, late Barrack Master General, and vested in Trustees for Sale; and also for vesting and settling certain Lands heretofore contracted to be purchased by the said General *De Lancey* in Trustees, to be sold for Payment of a Debt due to the Crown, and for other Purposes relative thereto. [26th *June* 1811.]

WHEREAS an Act of Parliament was passed in the Forty-seventh Year of the Reign of His present Majesty, intituled, *An Act for discharging from the Claims of the Crown certain Real and Personal Estates belonging to General* De Lancey, *late Barrack Master General, and vested in Trustees for Sale*, reciting among other Things that by Indenture of Bargain and Sale, inrolled in the Court of Chancery, and dated the Twenty-seventh Day of *August* One thousand eight hundred and six, and made between the said *Oliver De Lancey*, therein stiled Lieutenant General of His Majesty's Forces, and some Time since Superintendant General of Barracks, and afterwards and late Barrack Master General of all the Barracks for His Majesty's Forces, of the First Part; the Right Honourable *William Windham* Baron *Grenville*, the Right Honourable *Henry*

47 G. 3. c. 69.

Indenture dated Aug. 27, 1806, by which, in Consideration of a Balance due to the Public, certain Freehold Estates were vested in Trustees to be sold

Henry Petty (commonly called Lord *Henry Petty*), the Honourable *John Charles Spencer* (commonly called Viſcount *Althorp*), the Right Honourable *William Wickham*, and *John Courtenay* Eſquire, being then the Lords Commiſſioners of His Majeſty's Treaſury, of the Second Part; and *William Mitford* and *Joſeph Alcock* Eſquires, of the Third Part; reciting, that divers Sums of Publick Money to a very conſiderable Amount had been impreſted to the ſaid *Oliver De Lancey* during his Continuation in the Office of Barrack Maſter General, and upon inveſtigating his Accounts with Government, it had been found that a conſiderable Balance was ſtill remaining in his Hands, but the exact Amount of ſuch Balance had not been aſcertained; he the ſaid *Oliver De Lancey*, by the Direction of the ſaid Lords Commiſſioners, did in the Manner and by the Deſcription therein mentioned, grant, bargain, ſell, and confirm, direct, limit, and appoint all the Freehold Eſtates of him the ſaid *Oliver De Lancey*, in the County of *Surrey*, unto and to the Uſe of them the ſaid *William Mitford* and *Joſeph Alcock*, and their Heirs and Aſſigns, for ever, (among other Truſts), upon Truſt to ſell the ſame (except what had been contracted to be ſold or exchanged as therein mentioned), and upon Payment into the Receipt of His Majeſty's Exchequer of the Money for which the ſame ſhould be ſold, to the Account of the ſaid *Oliver De Lancey*, to convey the ſame to the Purchaſer or Purchaſers thereof, or as he or they ſhould direct; and that it was by the ſaid Indenture declared, that all the Monies, which ſhould in virtue thereof be paid into the Receipt of His Majeſty's Exchequer, ſhould be ſo paid to the Intent that the ſame might be applied towards ſatisfying the Balance due or that might be found due from the ſaid *Oliver De Lancey* to His Majeſty or His Succeſſors, upon the final ſettling of the aforeſaid Accounts of him the ſaid *Oliver De Lancey*, and alſo reciting in the ſaid Act of Parliament, that it was apprehended that Purchaſers might object to the Title of the Eſtates comprized or deſcribed in that Indenture for want of a Quietus or Diſcharge from the Crown for the Monies due and owing from the ſaid *Oliver De Lancey* upon the Balance of his aforeſaid Accounts, it was enacted that from and immediately after the paſſing of that Act, all and ſingular the Freehold Hereditaments, which in and by the ſaid Indenture of Bargain and Sale, were granted, bargained, and ſold, with their Rights, Members, and Appurtenances, ſhould remain, continue, and be veſted in them the ſaid *William Mitford* and *Joſeph Alcock*, and their Heirs and Aſſigns, upon and for the Truſts, Intents and Purpoſes, and under and ſubject to the Powers, Proviſoes, Declarations and Agreements, in and by the ſaid Indenture of Bargain and Sale, limited, expreſſed and declared, of and concerning the ſame, freed and diſcharged and abſolutely releaſed, acquitted, exempted, and exonerated, of and from all Sums of the Public Money, which had been impreſted or advanced to the ſaid *Oliver De Lancey* during his Continuation in the Office of Superintendant General of Barracks, and in the Office of Barrack Maſter General as aforeſaid, and of and from all Claims and Demands of His Majeſty, His Heirs and Succeſſors, for and on account of the ſame: And whereas Part of the Land intended to be conveyed by the ſaid Indenture of Bargain and Sale to the ſaid *William Mitford* and *Joſeph Alcock*, and their Heirs and Aſſigns, to be ſold as aforeſaid, and alſo intended to be confirmed to them the ſaid Truſtees by the ſaid Act of Parliament, diſcharged from all Claims of the Crown as aforeſaid, conſiſted of Two Pieces of Freehold Land, containing Fifty Acres or thereabouts, Part of *Effingham* Upper Common, lying

Part of the Eſtate conſiſted of Fifty Acres ſet out under an Incloſure Act.

lying in the Manor of *Effingham Eaſt Court*, in the County of *Surrey*, which had been ſet out and allotted by *George Smallpiece*, the Commiſſioner of an Incloſure Act paſſed in the Forty-ſecond Year of the Reign of His preſent Majeſty, as Land to be ſold to pay the Expences incurred by that Act, and which Land the ſaid Commiſſioner had contracted to ſell to the ſaid *Oliver De Lancey*, in Conſideration of the Sum of Six hundred and ſeventy-five Pounds, which was paid by the ſaid *Oliver De Lancey* to the ſaid Commiſſioner: And whereas it being diſcovered that the ſaid Commiſſioner appointed by the ſaid Act of the Forty-ſecond Year aforeſaid, did not take his Oath of Qualification directed by the ſaid Incloſure Act of the Forty-ſecond Year aforeſaid, prior to his ſetting out and allotting the ſaid Two Pieces of Land, containing Fifty Acres or thereabouts, as Land to be ſold to pay the Expences incurred under the ſame Act, and his contracting to ſell the ſame to the ſaid *Oliver De Lancey* as aforeſaid, it was conceived that the ſaid ſetting out and Allotment and the ſaid Contract to ſell were void; and accordingly he the ſaid Commiſſioner having firſt taken his Oath of Qualification as directed by the ſaid Act of the Forty-ſecond Year aforeſaid, did, on or before the Sixth Day of *February* One thouſand eight hundred and eight, in purſuance of the Powers and Authorities given to and veſted in him by that Act, and the Act therein recited, and for the Purpoſe of paying and defraying the Charges and Expences incurred in obtaining and paſſing the ſaid Act of the Forty-ſecond Year aforeſaid, and of all other incidental Charges and Expences whatſoever preparatory to the ſaid Incloſure, and of carrying the ſame into Execution, aſſign and allot Two Pieces or Parcels of Land, containing together Fifty Acres Part of *Effingham* Upper Common aforeſaid, lying in the aforeſaid Manor of *Effingham Eaſt Court*, being the ſame Lands as were originally ſet out and allotted, and contracted to be ſold by the ſaid Commiſſioner as aforeſaid: And whereas the aforeſaid Sum of Six hundred and ſeventy-five Pounds, ſo paid to the ſaid Commiſſioner *George Smallpiece* by the ſaid *Oliver De Lancey* as aforeſaid, remained in the Hands of him the ſaid Commiſſioner; and he the ſaid *Oliver De Lancey* being deſirous that the ſaid Two Pieces of Land containing Fifty Acres ſhould be allotted to and veſted in the ſaid *William Mitford* and *Joſeph Alcock*, and their Heirs and Aſſigns, upon the Truſts of the ſaid Indenture of Bargain and Sale, and Act of the Forty-ſeventh Year aforeſaid; and that they the ſaid *William Mitford* and *Joſeph Alcock* ſhould as ſuch Truſtees become the Purchaſers thereof for the ſaid Sum of Six hundred and ſeventy-five Pounds, the Money of the ſaid *Oliver De Lancey*, ſo paid by him to the ſaid Commiſſioner as aforeſaid, he the ſaid Commiſſioner *George Smallpiece* did, by an Inſtrument in Writing under his Hand, dated the Sixth Day of *February* One thouſand eight hundred and eight, acknowledge to have that Day received of and from the ſaid *William Mitford* and *Joſeph Alcock*, Truſtees of the ſaid *Oliver De Lancey*, the Sum of Six hundred and ſeventy-five Pounds, to be applied by him in defraying ſuch Charges and Expences as were in and by the ſaid Act of the Forty-ſecond Year aforeſaid directed to be paid and diſcharged by the Sale of ſuch Land, being the beſt Price that could be gotten for the ſame Pieces or Parcels of Ground; and he the ſaid Commiſſioner *George Smallpiece* did declare the ſame to be the full Amount of the Purchaſe Money for the Fee Simple and Inheritance of and in the ſame Pieces or Parcels of Land ſo purchaſed by the ſaid *William Mitford* and *Joſeph Alcock*, Truſtees of the ſaid *Oliver De Lancey*: And whereas the ſaid Commiſſioner *George Smallpiece* duly made and executed his Award in Writing purſuant to the Directions of the ſaid Act of the

Commiſſioner has ſince ſet out the ſaid Lands.

the Forty-ſecond Year aforeſaid, dated the Ninth Day of *July* One thouſand eight hundred and eight, and did thereby ſet out and aſſign and allot the Part or Parts of the Common or Waſte Lands by that Act directed or authoriſed to be divided or incloſed next hereinafter particularly deſcribed, being the aforeſaid Two Pieces or Parcels of Land, containing Fifty Acres; (that is to ſay), One Piece or Parcel of Land, containing Twenty Acres One Rood and Thirty-ſix Perches, marked on the Plan thereto annexed III. bounded on the Eaſt by Allotment marked VII. on the ſaid Plan, and on the South Weſt and North Sides thereof by the Firſt, Third, and Fourth deſcribed public Roads or Highways, the Fences on the South Weſt and North Sides whereof the ſaid Commiſſioner did thereby order and direct to be made, and for ever after maintained and kept in Repair by the ſaid *William Mitford* and *Joſeph Alcock*, Truſtees as aforeſaid, or the Owners of the ſaid Allotment for the Time being; and One other Piece or Parcel of Land, containing Twenty-nine Acres Two Roods and Four Perches, marked IV. on the ſaid Plan, bounded on the Eaſt by an Allotment marked XX. on the ſaid Plan; on the South, Eaſt, Weſt, and North by the Second, Third, and Firſt deſcribed Publick Roads or Highways, the Fences againſt which ſaid Roads the ſaid Commiſſioner did thereby order and direct to be made, and for ever after maintained and kept in Repair by and at the Expence of the ſaid *William Mitford* and *Joſeph Alcock*, Truſtees as aforeſaid, or the Owners of the ſaid Allotment for the Time being, which ſaid Two Pieces or Parcels of Land containing together Fifty Acres, the ſaid Commiſſioner had ſet out, aſſigned, and allotted as being in his Judgment ſufficient to raiſe a competent Sum of Money for paying the Charges and Expences of obtaining and paſſing the ſaid Act of the Forty-ſecond Year aforeſaid, and all other incidental Charges and Expences whatſoever, for or by Reaſon of or preparatory to the ſaid Diviſion and Incloſure, and of carrying that Act into complete Execution: And whereas the ſaid *William Mitford* and *Joſeph Alcock* have, in Execution of the Truſts repoſed in them by the ſaid recited Indenture of Bargain and Sale, and Act of the Forty-ſeventh Year aforeſaid, contracted to ſell to a Purchaſer a conſiderable Part of the ſaid entruſted Eſtates, compriſing the ſaid Two Pieces of Land, containing Fifty Acres; but an Objection hath been made to the Title of the ſaid Fifty Acres, upon the Ground that the ſame are not well veſted in the ſaid *William Mitford* and *Joſeph Alcock* upon the Truſts aforeſaid, by the Contract and Award ſo made by the ſaid Commiſſioner *George Smallpiece*, with and to them the ſame Truſtees as aforeſaid, and alſo that the ſame Lands are not diſcharged from the Claims of the Crown, for the Monies due and owing from the ſaid *Oliver De Lancey*, upon the Balance of his aforeſaid Accounts: And whereas it is expedient that all ſuch Objections be removed: And whereas it is in and by the aforeſaid Indenture of Bargain and Sale of the Twenty-ſeventh Day of *Auguſt* One thouſand eight hundred and ſix, recited, that the ſaid *Oliver De Lancey* had entered into a Contract, dated the Twenty-firſt Day of *Auguſt* One thouſand eight hundred and four, with the Right Honourable *Richard Brinſley Sheridan*, One of His Majeſty's moſt Honourable Privy Council, and then Treaſurer of His Majeſty's Navy, for the Purchaſe of Ten Acres Three Roods and Fourteen Perches of Land, ſituate in *Effingham* aforeſaid, and had paid to him the ſaid *Richard Brinſley Sheridan* the Sum of Five hundred Pounds as the Price thereof, but no Conveyance thereof had been executed by him the ſaid *Richard Brinſley Sheridan*; and after ſuch Recital, it is by the ſame Indenture witneſſed, that in Conſideration of all and ſingular the

Deſcription of ſuch Land.

Objection taken to the Title.

Contract with Right Hon. R. B. Sheridan for a Piece of Land; but no Conveyance executed; which Land has been alſo veſted in Truſtees.

Premiſes, he the ſaid *Oliver De Lancey* did grant, bargain, ſell, and aſſign unto the ſaid *William Mitford* and *Joſeph Alcock*, their Executors, Adminiſtrators, and Aſſigns, the ſaid Contract ſo entered into with the ſaid *Richard Brinſley Sheridan*, and all Benefit and Advantage thereof, and alſo the ſaid Sum of Five hundred Pounds, and all Intereſt due or to become due thereon, upon Truſt and to the Intent that they the ſame Truſtees ſhould procure the ſaid Contract to be ſpecifically performed by a Conveyance from the ſaid *Richard Brinſley Sheridan*, his Heirs or Aſſigns, or by his or their Procurement of the ſaid Lands comprized in the ſaid Contract, ſuch Conveyance to be made to them the ſaid *William Mitford* and *Joſeph Alcock*, and their Heirs and Aſſigns for ever, upon and to and for ſuch and the ſame Truſts, Ends, Intents, and Purpoſes, and under and ſubject to ſuch and the ſame Proviſoes, Declarations, and Agreements as are therein-before expreſſed and declared of and concerning the ſaid other Hereditaments thereby directed to be ſold: And whereas it is in and by the ſaid Act of Parliament of the Forty-ſeventh Year aforeſaid recited, that the Land mentioned in the ſaid recited Indenture of Bargain and Sale, as having been contracted to be purchaſed by the ſaid *Oliver De Lancey* of the ſaid *Richard Brinſley Sheridan*, from its Contiguity to the capital Meſſuage or Tenement at *Effingham* aforeſaid, comprized in the ſame Indenture, was extremely convenient to be enjoyed therewith, and it had not yet been aſcertained that the ſaid *Richard Brinſley Sheridan* could make a good Title thereto, and it might happen that ſome Perſon or Perſons, other than the ſaid *Richard Brinſley Sheridan*, might be capable of making ſuch Title, and it was apprehended that from the ſaid Piece or Parcel of Land being comprized in the ſame Title with other Lands, Tenements, or Hereditaments of greater Value, it might be found impracticable to purchaſe the ſame Piece or Parcel of Land ſeparately and detached from ſuch other Lands, Tenements, and Hereditaments, it was by the ſaid Act therefore further enacted, That if it ſhould be found impracticable to complete the ſaid Contract for the Purchaſe of the ſaid Piece or Parcel of Land, containing Ten Acres Three Roods and Fourteen Perches, or thereabouts, of the ſaid *Richard Brinſley Sheridan*, then and in ſuch Caſe it ſhould and might be lawful to and for the ſaid *William Mitford* and *Joſeph Alcock*, or the Survivor of them, or his Heirs or Aſſigns, to purchaſe the ſaid Piece or Parcel of Land, containing Ten Acres Three Roods and Fourteen Perches, or thereabouts, together with any other Freehold or Copyhold Meſſuages, Lands, Tenements and Hereditaments, ſituate in the ſaid Pariſh of *Effingham*, or in any adjoining Pariſh or Place, ſo as the Purchaſe Money for the ſame ſhould not exceed the Sum of Five thouſand Pounds; and it was thereby further enacted, That all and ſingular the Freehold and Copyhold Meſſuages, Lands, Tenements, and Hereditaments, which ſhould be purchaſed by them the ſaid *William Mitford* and *Joſeph Alcock*, or the Survivor of them, his Heirs or Aſſigns as aforeſaid, ſhould be conveyed or aſſured unto and to the Uſe of them or him, and their or his Heirs and Aſſigns for ever, upon and to and for the Truſts, Ends, Intents and Purpoſes, and under and ſubject to the Powers, Proviſoes, Declarations, and Agreements in and by the ſaid therein recited Indenture of Bargain and Sale, expreſſed and declared of and concerning the Freehold Manor and other Hereditaments thereby bargained and ſold as aforeſaid: And whereas the ſaid *William Mitford* and *Joſeph Alcock* having found it impracticable to complete the ſaid Contract for the Purchaſe of the ſaid Land, containing Ten Acres Three Roods and Fourteen Perches, or thereabouts, ſeparately and detached from other Lands and Hereditaments,

Truſtees were empowered, under recited Act, to purchaſe more Premiſes to a certain Extent, in caſe it was found impracticable to purchaſe the Piece of Ground alone which had been contracted for with R. B. Sheridan, but for which a Title was not made out.

ments, they the ſame Truſtees conceived it incumbent upon them to purchaſe the Freehold and Copyhold Meſſuage or Tenement, Lands, and other Hereditaments deſcribed in, and granted and releaſed and covenanted to be ſurrendered by the ſeveral Indentures of Leaſe and Releaſe hereinafter mentioned, of which Freehold Hereditaments the ſaid Land, containing Ten Acres Three Roods and Fourteen Perches, is Parcel: And whereas, under and by virtue of certain Indentures of Leaſe and Releaſe, dated reſpectively the Eleventh and Twelfth Days of *December* One thouſand eight hundred, the Releaſe being made between Sir *William Geary* Baronet, of the Firſt Part; *Charles Carpenter* Eſquire, of the Second Part; the Right Honourable *Richard Brinſley Sheridan*, One of His Majeſty's moſt Honourable Privy Council, then *Richard Brinſley Sheridan* Eſquire, of the Third Part; *John Robert Cocker* Eſquire, of the Fourth Part; and *Barnard Cranſtoun Cocker* Gentleman, of the Fifth Part; by the Recitals in which ſaid Indenture of Releaſe it appears that the ſaid *Richard Brinſley Sheridan* had previouſly, by himſelf or his Agent, contracted for the Purchaſe of the ſaid laſt mentioned Freehold and Copyhold Meſſuages, Farms, Lands, Tenements and Hereditaments, comprizing the ſaid Ten Acres Three Roods and Fourteen Perches; and alſo, by or under and by virtue of certain Indentures of Leaſe and Releaſe, dated reſpectively the Eleventh and Twelfth Days of *September* One thouſand eight hundred and ten, the Releaſe being made or expreſſed to be made between the ſaid *John Robert Cocker* of the Firſt Part, the ſaid *Barnard Cranſtoun Cocker* of the Second Part, and the ſaid *William Mitford* and *Joſeph Alcock* of the Third Part, ſeveral Freehold and Copyhold Meſſuages, Farms, Lands, Tenements, and Hereditaments, in the ſame Indentures particularly deſcribed, ſituate, lying, and being in the Pariſhes of *Effingham*, *Great Bookham*, and *Little Bookham*, in the ſaid County of *Surrey*, of which Freehold Hereditaments the ſaid Piece or Parcel of Land, containing Ten Acres Three Roods and Fourteen Perches is Part and Parcel, have been, for the Conſiderations in the ſame Indentures expreſſed, and particularly in Conſideration of the Sum of Five thouſand ſix hundred Pounds paid by the ſaid *William Mitford* and *Joſeph Alcock* to the ſaid *John Robert Cocker* as the Purchaſe Money for the ſame Freehold and Copyhold Premiſes granted and releaſed and conveyed and covenanted to be ſurrendered unto and to the Uſe of them the ſaid *William Mitford* and *Joſeph Alcock*, and their Heirs and Aſſigns for ever: And whereas the ſaid Piece or Parcel of Land containing Ten Acres Three Roods and Fourteen Perches is Part of the ſaid entruſted Eſtates contracted to be ſold by the ſaid *William Mitford* and *Joſeph Alcock* to a Purchaſer; but an Objection hath been made to the Title of the ſaid Ten Acres Three Roods and Fourteen Perches, for Want of a Quietus or Diſcharge from the Crown for the Monies due and owing, or that may be found due and owing from the ſaid *Richard Brinſley Sheridan*, upon the Balance of his Accounts with the Crown as Treaſurer of the Navy; and it is apprehended that for the ſame Reaſon the Title of the Reſidue of the ſaid Freehold Meſſuages, Lands, Tenements, and Hereditamens comprized in the ſaid laſt mentioned Indentures of Leaſe and Releaſe may be objected to, and it is expedient that ſuch Objections be removed: And whereas the ſaid Sum of Five thouſand ſix hundred Pounds paid by the ſaid *William Mitford* and *Joſeph Alcock*, as the Conſideration for the Freehold and Copyhold Hereditaments ſo purchaſed by them as aforeſaid, exceeds the Sum of Five thouſand Pounds, which by the aforeſaid Act of the Forty-ſeventh Year aforeſaid they were authorized to lay out in a Purchaſe as aforeſaid by the

Indentures of 11th and 12th December 1800, and of 11th and 12th September 1810, recited, by which certain Freehold and Copyhold Lands have been conveyed to the ſaid Truſtees.

Objection had to Title.

Purchaſe Money exceeds the Sum limited.

the Sum of Six hundred Pounds: And whereas they the said *William Mitford* and *Joseph Alcock* were induced to make such Purchase, (though the same was to the Extent of the said Sum of Six hundred Pounds an Excess of their Trust) on Account of the great Benefit and Advantage that would thereby be derived to the Bulk of the Estates vested in them the said *William Mitford* and *Joseph Alcock* in Trust to be sold as aforesaid; and it is reasonable, under the particular Circumstances of this Case, that the said *William Mitford* and *Joseph Alcock* be indemnified for having so exceeded the Trust reposed in them: But inasmuch as the Purposes aforesaid cannot be effected without the Aid and Authority of Parliament, May it therefore please Your Majesty, that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and immediately after the passing of this Act, all the aforesaid Two Pieces or Parcels of Land herein-before particularly described, containing together Fifty Acres, with their and every of their Rights, Easements, Members, and Appurtenances; and also all and singular the said Freehold and Copyhold Messuages, Farms, Lands, Tenements, and Hereditaments, by or under and by virtue of the said several Indentures of Lease and Release granted, released, and conveyed and covenanted to be surrendered, including the said Piece or Parcel of Land containing Ten Acres Three Roods and Fourteen Perches, with all the Rights, Easements, Members, and Appurtenances thereto belonging, shall be and remain and continue vested in and settled upon and to the Use of them the said *William Mitford* and *Joseph Alcock*, and their Heirs and Assigns for ever, upon and to and for the Trusts, Intents, and Purposes, and under and subject to the Powers, Provisoes, Declarations, and Agreements, in and by the said Indenture of Bargain and Sale limited, expressed, and declared of and concerning the Freehold Hereditaments therein comprized, and thereby conveyed in Trust to be sold as aforesaid, freed and discharged, and absolutely released, acquitted, exempted, and exonerated as to, for, and concerning the said Two Pieces of Land containing Fifty Acres, with the Appurtenances, of and from all Sums of the Publick Money which have been impressed or advanced to the said *Oliver De Lancey* during his Continuation in the Office of Superintendant General of Barracks, and in the Office of Barrack Master General as aforesaid, and of and from all Claims and Demands of His Majesty, His Heirs and Successors, for and on account of the same; and also freed and discharged of and from all Claims and Demands of the said *Oliver De Lancey*, his Heirs or Assigns, and as, to, for, and concerning all and singular the said Freehold and Copyhold Messuages, Farms, Lands, Tenements, and Hereditaments by the said several Indentures of Lease and Release granted and released, and covenanted to be surrendered as aforesaid, including the said Piece or Parcel of Land containing Ten Acres Three Roods and Fourteen Perches, with the Appurtenances, freed and discharged, and absolutely released, acquitted, exempted, and exonerated of and from all Sums of the Publick Money which have been impressed or advanced to the said *Richard Brinsley Sheridan* during his Continuance in the Office of Treasurer of the Navy, or for which he is or may be accountable to the Crown in that Character; and of and from all Claims and Demands of His Majesty, His Heirs and Successors, for and on Account of the same, and also freed and discharged of and from all Claims and Demands of them the said *Richard Brinsley Sheridan* and *Oliver De Lancey* respectively, and their respective Heirs

The Freehold and other Premises to said shall continue vested in new Trustees in Trust exonerated of all Claims of the Crown, &c.

Purchaſer on paying Purchaſe Money ſhall enjoy the Premiſes.

Heirs and Aſſigns; and that all and every Purchaſer or Purchaſers of the ſaid Meſſuages, Lands, and Hereditaments hereby veſted and ſettled as aforeſaid, who ſhall pay his or their Purchaſe Money into the Receipt of His Majeſty's Exchequer as is expreſſed in the ſaid Indenture of Bargain and Sale, and who ſhall obtain a Receipt or Receipts, Tally or Tallies, or other Voucher from His Majeſty's Exchequer for ſuch reſpective Purchaſe Monies, and the Heirs and Aſſigns of ſuch Purchaſer or Purchaſers, ſhall and may for ever hold and enjoy the Lands and Hereditaments hereby veſted and ſettled, which ſhall be by him or them reſpectively purchaſed as aforeſaid, freed and diſcharged, and abſolutely acquitted, releaſed, exempted, and exonerated as aforeſaid.

Truſtees indemnified for having made the Purchaſe aforeſaid, and diſcharged from all Claims.

II. And be it further enacted, That they the ſaid *William Mitford* and *Joſeph Alcock*, and their reſpective Heirs, Executors, and Adminiſtrators, and their and every of their Lands and Tenements, Goods and Chattels, are hereby and from henceforth for ever ſhall be ſaved harmleſs, and indemnified for having made ſuch Purchaſe as aforeſaid for the Price and in Manner aforeſaid, and alſo freed and diſcharged of and from all Claims and Demands whatſoever of His Majeſty, and His Heirs and Succeſſors, and of the ſaid *Oliver De Lancey*, and his Heirs, Executors, Adminiſtrators, and Aſſigns, for or in reſpect of the ſaid Purchaſe ſo made by them the ſaid *William Mitford* and *Joſeph Alcock* as aforeſaid; and for or in reſpect of the ſaid Sum of Five thouſand ſix hundred Pounds ſo paid for the ſaid Purchaſe as aforeſaid, or any Part of the ſame Sum; and for or in reſpect of any Coſts, Charges, Damages, or Expences cauſed or occaſioned to the aforeſaid entruſted Eſtates by reaſon of ſuch Purchaſe.

General ſaving.

III. Saving always to the King's moſt Excellent Majeſty, His Heirs and Succeſſors, (other than and except in reſpect of the Sums of Money, Claims, and Demands herein-before releaſed and diſcharged); and alſo ſaving to all other Bodies Politick and Corporate, and other Perſons whomſoever, and their reſpective Succeſſors, Heirs, Executors, and Adminiſtrators, and particularly to the Lord or Lords, Lady or Ladies of the Manors, whereof the ſaid Copyhold Hereditaments hereby veſted and ſettled as aforeſaid are reſpectively holden, (other than and except the ſaid *Oliver De Lancey* and *Richard Brinſley Sheridan* reſpectively, and their reſpective Heirs, Executors, and Adminiſtrators, and the ſaid *William Mitford* and *Joſeph Alcock*, and their Heirs, Executors, Adminiſtrators, and Aſſigns), all ſuch Eſtate, Right, Title, Intereſt, Claim, and Demand whatſoever, of, in, and to the Meſſuages, Farms, Lands, and Hereditaments hereby veſted and ſettled as aforeſaid, as they, every, or any of them had before the paſſing of this Act, or could or might have had, held, or enjoyed in caſe this Act had not been made.

Publick Act.

IV. And be it further enacted, That this Act ſhall be a Publick Act, and ſhall be taken Notice of and allowed as ſuch by all Judges, Juſtices, and others, without the ſame being ſpecially pleaded.

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