ANNO QUINQUAGESIMO SEXTO

GEORGII III. REGIS.

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C A P. CXV.

An Act for ratifying the Purchafe of the *Claremont* Eftate, and for fettling the fame as a Refidence for Her Royal Highnefs the Princefs *Charlotte Augufta* and His Serene Highnefs *Leopold George Frederick* Prince of *Cobourg* of *Saalfeld*.

[1ft *July* 1816.]

WHEREAS for the providing a fuitable Refidence for Her Royal Highnefs the Princefs *Charlotte Augufta* and His Serene Highnefs *Leopold George Frederick* Prince of *Cobourg* of *Saalfeld*, upon their late aufpicious Marriage, Articles of Agreement, bearing Date the Fifteenth Day of *June* in this prefent Year One thoufand eight hundred and fixteen, have been made and entered into between *Charles Rofe Ellis* of *Claremont* in the County of *Surry*, Efquire, of the Firft Part; the Right Honourable *William Hufkiffon*, *William Dacres Adams*, and *Henry Dawkins*, Efquires, Commiffioners of His Majefty's Woods, Forefts, and Land Revenues (for and on Behalf of His Majefty) of the Second Part; and the King's moft Excellent Majefty of the Third Part; in Subftance or to the Effect following; (that is to fay), the faid *Charles Rofe Ellis* for himfelf, his Heirs, Executors, and Adminiftrators, for and in confideration of the Sum of Sixty-fix thoufand Pounds of lawful Money of *Great Britain* to be paid to him at the Times and in the Proportions therein-after mentioned, has thereby promifed and agreed to and with the King's moft Excellent

Agreement dated June 15, 1816, for the Purchafe of the Manors of Efher and Milbourne and the Manfion Houfe called Claremont, &c. for 66,000l.

Excellent Majeſty, His Heirs and Succeſſors, to ſell and diſpoſe of, and the ſaid Commiſſioners Parties thereto, for and on Behalf of the King's moſt Excellent Majeſty, have thereby agreed to purchaſe and buy of and from the ſaid *Charles Roſe Ellis*, his Heirs and Aſſigns, all thoſe the Manors of *Eſher* and *Milbourne*, or *Waterville Eſher*, in the County of *Surry*, together with all Courts Leet, Courts Baron, Cuſtomary, and other Courts, Profits and Perquiſites of Courts, Fines, Heriots, and all Rights, Royalties, Privileges, and Appurtenances to the ſaid Manors or either of them incident, appertaining, or in anywiſe belonging, and all Right of Soil and other Rights of him the ſaid *Charles Roſe Ellis*, his Heirs or Aſſigns, of and in all Waſte Lands and Commons, ſituate within, or being Part or Parcel of the ſaid Manors, or either of them (ſave and except the Land called *Milbourne Hold*, belonging to the ſaid *Charles Roſe Ellis*, which was by the ſaid Articles of Agreement expreſsly agreed not to be deemed Waſte or Common of the ſaid Manors or either of them) and all Timber, Timber-like and other Trees, growing or being in or upon ſuch Waſte Lands or Commons, or any of them: And all that capital Manſion or Dwelling Houſe ſituate at or near *Eſher* called *Claremont* otherwiſe *Claremount*, with the ſeveral Lodges, Summer Houſes, ornamental Buildings, Coach Houſes, Stables, Brewhouſe, Laundry, and other Offices, Hot Houſes, Green Houſes, Ice Houſes, Cottages, Farm Houſe, and Farm Buildings, and other Out Houſes to the ſaid capital Manſion Houſe or Premiſes belonging, or in anywiſe appertaining; and all that Park with the Woods, Plantations, Waters, Pleaſure Grounds, and Gardens thereto belonging, containing together by Eſtimation (including the Scite of the ſaid Buildings) Three hundred and thirty-two Acres, One Rood, and Thirteen Perches (the Whole of ſuch Lands being Freehold, except One Acre or thereabouts, ſituated in the ſaid Park, which is Copyhold of Inheritance), and all Timber and other Trees growing or being in the ſaid Park, or in any of the Pleaſure Grounds, Woods, or Plantations within the ſame, and all the Houſehold Goods, Furniture, Fixtures, Ornaments, Brewing Utenſils, and all Chattels and other Articles of whatever Denomination or Deſcription, belonging to the ſaid *Charles Roſe Ellis*, and being in or about the ſaid Manſion Houſe, Out Houſes and Offices, Gardens, Pleaſure Grounds, and Premiſes (ſave and except certain Articles in the ſaid Agreement ſpecified) and alſo all that Meſſuage or Dwelling Houſe called *Millbourne Houſe*, ſituated at or near *Eſher* aforeſaid, with the Coach Houſes, Stables, and other Out Houſes and Offices, Yards, Gardens, Plantations, and Pleaſure Grounds thereto belonging; and alſo all thoſe ſeveral Cloſes, Pieces or Parcels of Land to the ſaid laſt-mentioned Meſſuage or Dwelling Houſe and Premiſes belonging or in anywiſe appertaining; all which laſt-mentioned Premiſes, contain together by Eſtimation, Forty-nine Acres and Thirty-one Perches or thereabouts, the ſaid Meſſuage, or Dwelling Houſe and Premiſes, with Part of the Lands being in Hand, and the Reſidue thereof let on Leaſe at the Yearly Rent of Forty-eight Pounds, which Leaſe will expire in the Year One thouſand eight hundred and twenty, and all Timber and other Trees growing or being on the ſaid laſt-mentioned Premiſes or any Part thereof; and all the Fixtures and other Articles of every Sort in or about the ſaid laſt-mentioned Dwelling Houſe, Offices, Out Houſes, and Premiſes, or the Gardens or Pleaſure Grounds thereto belonging (except ſuch Articles and Things as in the ſaid Articles of Agreement are excepted);

excepted); and also all that Messuage, Dwelling House or Cottage called *Warren House*, and all those Plantations and other Lands thereto belonging, containing by Estimation One hundred and thirty-two Acres or thereabouts, and all the Timber and other Trees growing or being thereon; and all that Spring of Water rising in the last-mentioned Grounds, and all the Conduits, Aqueducts, Pipes, and Reservoirs used for conveying or conducting the Water arising from such Spring to the Mansion House called *Claremont*, for the Supply thereof, and the Offices and Grounds thereto belonging; and also all that Piece or Parcel of Land called the *Highfield*, containing by Estimation Three Acres Three Roods and Five Perches, situate near the said Park; and also all such Pew or Pews, or Part or Parts of a Pew or Pews, in the Parish Church of *Esher*, as belong to the said *Charles Rose Ellis*; and all Waters, Fishings, Ways, Roads, Paths, Easements, Rights, Members, Privileges, and Appurtenances whatsoever, to the said Manors, Mansion House, and other Houses and Premises, or any of them belonging or in anywise appertaining: And the said Commissioners, Parties thereto, by the said Articles of Agreement have, for and on the Behalf of His Majesty, His Heirs and Successors, covenanted, promised, and agreed, to and with the said *Charles Rose Ellis*, his Heirs, Executors, Administrators, and Assigns, to pay the said Sum of Sixty-six thousand Pounds, the Purchase Money for the said Premises, in the Proportions and at the Times herein-after mentioned; (that is to say), the Sum of Twelve thousand Pounds, Part thereof, on the Delivery of the Possession of the said Premises, or on the Title thereto being approved of by the Counsel of the Purchasers, whichever should first happen, and the Residue thereof to be paid by Four equal annual Payments, the First of such Payments to be made on the Thirty-first Day of *May* One thousand eight hundred and seventeen, the Second, on the Thirty-first Day of *May* One thousand eight hundred and eighteen, the Third, on the Thirty-first Day of *May* One thousand eight hundred and nineteen, and the Fourth and last, on the Thirty-first Day of *May* One thousand eight hundred and twenty, together with lawful Interest for the same, or the Instalments from Time to Time remaining unpaid from the Date of the said Articles of Agreement, such Interest to be paid annually on the same Days as the Instalments of the Principal: And it is by the said Articles of Agreement, amongst other Things, further provided and agreed that the said *Charles Rose Ellis* should within One Month from the Date thereof make out and deliver to the said Commissioners, Parties thereto, a complete Abstract of and make out a good Title to the said Manors, Hereditaments, and Premises, and to the Inheritance thereof in Fee Simple, free from all Incumbrances, save such as are therein and herein-after mentioned; and that he and they and all other necessary Parties, should and would, on or before the Twenty-fifth Day of *December* next by such good and sufficient Conveyances, Surrenders, and Assurances, as Counsel shall advise, convey and assure the said Manors, Mansion House, and all and singular other the Houses, Lands, Hereditaments, and Premises so contracted to be sold as aforesaid, with the Appurtenances, to the Use of the said *Charles Rose Ellis*, or of some Person or Persons to be named by him or them, and his and their Executors, Administrators, and Assigns, for a Term of Five hundred Years, for securing the Payment of the said Purchase Money, or so much thereof as should remain unpaid at the Time

of

of the Execution of ſuch Deeds, together with lawful Intereſt for the ſame, at the Times and in Manner aforeſaid, and ſubject thereto, to the Uſe of ſuch Perſon or Perſons, and upon ſuch Truſt or Truſts, and in ſuch Manner and Form as the Lords Commiſſioners of His Majeſty's Treaſury for the Time being, or any Three or more of them, or the ſaid Commiſſioners, Parties to the ſaid Articles of Agreement, or the Commiſſioners for the Time being of His Majeſty's Woods, Foreſts, and Land Revenues ſhall direct or appoint, free from all Charges and Incumbrances whatſoever, except the Land Tax, and ſave and except the ſaid Premiſes, being ſubject and charged with the Expences and Repairs of *Eſher* Bridge, and ſave and except certain Fee Farm and Cuſtomary Rents, Heriots, Services, and Rights of Common in the ſaid Articles of Agreement particularly mentioned, and to which certain Parts of the ſaid Premiſes are ſubject; and the ſaid *Charles Roſe Ellis* agreed to aſſign and ſet over all the Furniture, Goods, Chattels, and other Perſonal Effects by the ſaid Articles of Agreement agreed to be ſold, to ſuch Perſon or Perſons as the ſaid Lords Commiſſioners of His Majeſty's Treaſury, or the ſaid Commiſſioners of His Majeſty's Woods, Foreſts, and Land Revenues ſhall direct or appoint, either for his or their own Uſe and Benefit abſolutely or in Truſt for any other Perſon or Perſons, Uſes or Purpoſes: And it is by the ſaid Articles of Agreement further agreed, amongſt other Things, that the Fee Farm Rents and all Taxes and Out-goings for or in reſpect of the ſaid Premiſes, ſhould be borne, defrayed, and paid by the ſaid *Charles Roſe Ellis* up to *Midſummer Day* in the Year One thouſand eight hundred and ſixteen, and that His Majeſty, His Heirs and Succeſſors, ſhould have Poſſeſſion of the Parts in Hand, and receive all Rents, Iſſues, and Profits of the Remainder of the ſaid Premiſes as and from that Day; and it is in and by the ſaid Articles of Agreement expreſsly provided and declared, that if the Lords Commiſſioners of His Majeſty's Treaſury ſhould refuſe or decline to ratify that preſent Agreement, or if an Act of Parliament ſhould not be paſſed in this preſent Seſſion of Parliament for confirming ſuch Agreement, and to enable the Lords Commiſſioners of the Treaſury to advance the Sums requiſite to pay the ſeveral Inſtalments of the Purchaſe Money as they reſpectively become due, and to authorize the Commiſſioners of His Majeſty's Woods, Foreſts, and Land Revenues to ſell Crown Lands in order to provide for the Re-payment of the Monies ſo to be advanced, then and in either of ſuch Caſes, that Agreement and the Contract thereby made, and every Thing therein contained, ſhould ceaſe, determine, and be wholly void: And whereas it is expedient to make Proviſions for enabling the ſaid Commiſſioners, Parties to the ſaid Articles of Agreement, to make good the Contract thereby entered into on Behalf of His Majeſty, and to carry the ſame into Effect: And whereas by an Act paſſed in the Thirty-eighth
38 G. 3. c. 60. Year of His preſent Majeſty, intituled *An Act for making perpetual, ſubject to Redemption and Purchaſe in the Manner therein ſtated, the ſeveral Sums of Money now charged in* Great Britain *as a Land Tax for One Year, from the Twenty-fifth Day of* March *One thouſand ſeven hundred and ninety-eight*; and another Act paſſed in the Forty-ſecond Year of His ſaid preſent
42 G. 3. c. 116. Majeſty, intituled *An Act for conſolidating the Proviſions of the ſeveral Acts paſſed for the Redemption and Sale of the Land Tax into One Act, and for making further Proviſion for the Redemption and Sale thereof; and for removing Doubts reſpecting the Right of Perſons claiming to vote at Elections for*

Knights of the Shire, and other Members to ſerve in Parliament, in reſpect of Meſſuages, Lands, or Tenements, the Land Tax upon which ſhall have been redeemed or purchaſed; the Surveyor General of the Land Revenues of the Crown for the Time being was empowered to contract for the Sale from Time to Time, of ſuch or ſo much of the Manors, Meſſuages, Lands, Tenements, Tithes, Mines, Minerals, Collieries, Woods, Wood Grounds, Fens, Marſhes, Waſte Lands, or other Hereditaments belonging to the Crown, within the Survey or Receipt of the Exchequer in *England*, as would raiſe a Sum ſufficient for the Redemption of the Land Tax charged on the Land Revenues of or belonging to the Crown: And whereas under the Authority of the ſaid recited Acts certain Parts of the Land Revenue of the Crown have been ſold in order to raiſe Money for the Redemption of the Land Tax charged on the Crown Eſtates, and the Monies which have ariſen therefrom, have been inveſted in the Purchaſe of Three Pounds *per Cent.* Conſolidated Bank Annuities, of which Annuities certain Parts are now ſtanding in the Names of the Commiſſioners of His Majeſty's Treaſury, in the Books of the Governor and Company of the Bank of *England*; and ſuch Annuities, or conſiderable Parts thereof, are not immediately wanted for the Purpoſes of the ſaid recited Acts of the Thirty-eighth and Forty-ſecond Years of the Reign of His preſent Majeſty; and in order to carry into Effect the Proviſions of this Act with as little Inconvenience as poſſible, and to have a Fund ready for the Payment of the ſeveral Inſtalments of the ſaid Purchaſe Money as they ſhall reſpectively become due, it is expedient that the Commiſſioners of His Majeſty's Treaſury ſhould be authorized and empowered to ſell a competent Part of the ſaid Bank Annuities from Time to Time, in order to raiſe the Monies which will be requiſite to pay the ſaid Inſtalments as they ſhall become payable, and to apply the Monies ſo to be raiſed, in the Payment thereof accordingly; and that the Commiſſioners for the Time being of His Majeſty's Woods, Foreſts, and Land Revenues, ſhould be authorized and empowered to ſell and diſpoſe of certain Parts of the Poſſeſſions and Land Revenues of the Crown, and apply the Money ariſing from ſuch Sales in making good and replacing the Bank Annuities which ſhall have been ſo ſold, or in purchaſing Three Pounds *per Cent.* Reduced Bank Annuities in lieu thereof: Be it therefore 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 the ſaid herein-before in Part recited Articles of Agreement, bearing Date on the ſaid Fifteenth Day of *June* in this preſent Year One thouſand eight hundred and ſixteen, ſhall be and the ſame are hereby ratified and confirmed, and made valid and effectual to all Intents and Purpoſes whatſoever.

Agreement confirmed.

II. And be it further enacted, That, at the Time mentioned in the ſaid Articles of Agreement for the conveying the ſaid Eſtate and Premiſes, the ſaid *Charles Roſe Ellis* ſhall by proper Conveyances and Aſſurances in the Law convey the ſame, and the Fixtures thereto belonging, to the Uſe of him the ſaid *Charles Roſe Ellis*, his Executors, Adminiſtrators, or Aſſigns, or of ſome Perſon or Perſons to be by him or them for that Purpoſe nominated for a Term of Five hundred Years, for ſecuring the Payment of

The Claremont Eſtate veſted in Commiſſioners of Woods and Foreſts in Truſt for the Princeſs and the Prince.

of the ſaid Purchaſe Monies and Intereſt at the Times and in the Manner in the ſaid Articles of Agreement mentioned; and ſubject thereto, to the Uſe of the Commiſſioners for the Time being of His Majeſty's Woods, Foreſts, and Land Revenues for ever; and that from and immediately after ſuch Conveyance ſhall be made and executed, all thoſe the ſaid Manors of *Eſher* and *Milbourne*, or *Waterville Eſher*, and the ſaid Manſion or Dwelling Houſe called *Claremont* otherwiſe *Claremount*, with the Parks, Woods, Plantations, Pleaſure Grounds, and Gardens thereto belonging, and all other the Meſſuages or Houſes, Farms, Cottages, Lands, Tenements, and Hereditaments hereinbefore and in the ſaid Articles of Agreement particularly mentioned and deſcribed, and the ſeveral Fixtures thereto belonging, by the ſaid Articles of Agreement contracted and agreed to be ſold and diſpoſed of, ſhall be ſettled upon and veſted in, and the ſame are hereby ſettled upon and veſted in the Commiſſioners for the Time being of His Majeſty's Woods, Foreſts, and Land Revenues for ever, but ſubject and without Prejudice to the Leaſes now ſubſiſting in the ſaid Meſſuages, Lands, Tenements, Hereditaments, and Premiſes, or any Parts thereof, and ſubject and without Prejudice to the ſaid Term of Five hundred Years, to be created according to the ſaid Articles of Agreement for ſecuring the Payment of the ſaid Sum of Sixty-ſix thouſand Pounds and Intereſt; but nevertheleſs upon the Truſts and for the Purpoſes hereinafter expreſſed and declared of and concerning the ſaid Eſtate and Premiſes (that is to ſay), upon Truſt that they the ſaid Commiſſioners for the Time being of His Majeſty's Woods, Foreſts, and Land Revenues, ſhall ſuffer and permit Her Royal Highneſs the Princeſs *Charlotte Auguſta*, and His Serene Highneſs *Leopold George Frederick* Prince of *Cobourg* of *Saalfeld*, during their joint Lives, and ſhall ſuffer and permit the Survivor of them, during Her or His Life to hold, uſe, occupy, poſſeſs, and enjoy the ſaid Manors, Manſion Houſe, Eſtate, and Premiſes, and all Fixtures thereto belonging, ſo to be conveyed and aſſured under and in purſuance of the ſaid Articles of Agreement, and to take, have, collect, and receive the Rents, Iſſues, and Profits, coming, growing, and ariſing therefrom, in as full, ample, and beneficial a Manner as if the ſame were abſolutely veſted in them, but without any Power to ſell, convey, diſpoſe of, mortgage, or otherwiſe alienate, or incumber the ſame or any Part thereof.

On the Death of the Survivor the Eſtate to become Crown Property;

III. Provided always, and be it further enacted, That on the Death of Her Royal Highneſs the Princeſs *Charlotte Auguſta* or His Serene Highneſs *Leopold George Frederick* Prince of *Cobourg* of *Saalfeld*, which ever ſhall be the Survivor, the ſaid Manors, Manſion Houſe, Eſtate, and Hereditaments, and the ſeveral Fixtures thereto belonging, ſhall veſt in and become Part of the Land Revenue of the Crown, and ſhall be ſettled and adminiſtered to the ſame Uſes and in the ſame Manner as His Majeſty's Land Revenues now are or hereafter may be ſettled and adminiſtered.

on Princeſs ſucceeding to the Crown in the Life-time of His High-

IV. Provided alſo, and be it further enacted, That if Her Royal Highneſs the Princeſs *Charlotte Auguſta* ſhall ſucceed to the Crown of the United Kingdom in the Lifetime of His Serene Highneſs *Leopold George Frederick* Prince of *Cobourg* of *Saalfeld*, then and in ſuch Caſe

immediately after the Deceaſe of His Serene Highneſs, the ſaid Manors, Manſion Houſe, Eſtate, and Hereditaments, and the Fixtures thereto belonging, ſhall become Part of the Land Revenues of the Crown, and be ſettled and adminiſtered to the ſame Uſes and in the ſame Manner as ſuch Land Revenues now or hereafter may be ſettled and adminiſtered. neſs, and after His Deceaſe;

V. Provided alſo, and be it further enacted, That if Her Royal Highneſs the Princeſs *Charlotte Auguſta* ſhall ſurvive His Serene Highneſs *Leopold George Frederick* Prince of *Cobourg* of *Saalfeld*, and after the Deceaſe of His Serene Highneſs ſucceed to the Crown of the United Kingdom, then and in ſuch Caſe and immediately upon ſuch Acceſſion of Her Royal Highneſs to the Crown of the United Kingdom, the ſaid Manors, Manſion Houſe, Eſtate, and Hereditaments, and the Fixtures thereto belonging, ſhall become Part of the Land Revenues of the Crown, and be ſettled and adminiſtered to the ſame Uſes, and in the ſame Manner as ſuch Land Revenues now are or hereafter may be ſettled and adminiſtered. and alſo in caſe of the Princeſs ſurviving and coming to the Crown; Eſtate to become Crown Property.

VI. And be it further enacted, That it ſhall and may be lawful for the Commiſſioners of the Treaſury for the Time being, or any Three or more of them, and he and they is and are hereby authorized and required from Time to Time as the Inſtalments of the ſaid Purchaſe Money and the Intereſt thereon ſhall reſpectively become due, to ſell and diſpoſe of ſo much of the Three *per Cent.* Conſolidated Annuities, ſtanding in the Names of the Commiſſioners of His Majeſty's Treaſury, in the Books of the Governor and Company of the Bank of *England*, which have been purchaſed with Monies raiſed under the Proviſions of the ſaid recited Acts of the Thirty-eighth and Forty-ſecond Years of His Majeſty's Reign, as will be ſufficient to pay and diſcharge ſuch reſpective Inſtalments of the ſaid Purchaſe Money as they ſhall reſpectively become due, and the Intereſt then payable to the ſaid *Charles Roſe Ellis*, his Heirs or Aſſigns, and by and with the Produce of the Sale of ſuch Bank Annuities to pay and diſcharge ſuch Inſtalments of the ſaid Purchaſe Money accordingly, and the Intereſt then payable to the ſaid *Charles Roſe Ellis*, his Heirs or Aſſigns. Commiſſioners of the Treaſury to ſell out ſo much Stock as ſhall be neceſſary to pay the Inſtalments as they become due.

VII. And be it further enacted, That the ſaid Three Pounds *per Cent.* Conſolidated Bank Annuities hereby authorized and required to be ſold and diſpoſed of for the Purpoſes aforeſaid, by the ſaid Commiſſioners of the Treaſury, ſhall and may be ſold, transferred, and diſpoſed of by any Perſon or Perſons to be appointed by them, or any Three or more of them, by Letter of Attorney, under their Hands and Seals atteſted by Two or more credible Witneſſes. Treaſury may ſell and tranſfer the Stock by Power of Attorney.

VIII. And be it further enacted, That it ſhall and may be lawful for the Commiſſioners of His Majeſty's Woods, Foreſts, and Land Revenues for the Time being, or any Two of them, and they, or any Two of them, are hereby authorized and empowered to contract and agree with any Perſon or Perſons, Body or Bodies Politic or Corporate, for the Sale of, and abſolutely to make Sale of ſuch or ſo many or ſo much of the Manors, Lordſhips, Meſſuages, Lands, Tenements, Rents, Tithes, Mines, Minerals, Collieries, Commiſſioners of Woods and Foreſts may ſell Crown Lands to raiſe Money to replace the Stock ſold.

Collieries, Woods, Wood Grounds, Fens, Marſhes, or Waſte Lands, or other Hereditaments, or any other Revenues of or belonging to the Crown within the Survey of the Exchequer in *England* (for the beſt Prices or Conſiderations in Money which the ſaid Commiſſioners of His Majeſty's Woods, Foreſts, and Land Revenues ſhall, under the Direction and with the Approbation of the Lord High Treaſurer, or Commiſſioners of the Treaſury for the Time being, or any Three or more of them, be able to procure for the ſame), as will raiſe a Sum ſufficient to purchaſe ſo much Stock in the Three Pounds *per Cent.* Bank Annuities hereinafter mentioned, as ſhall be equal, or as nearly equal as conveniently may be, to the whole Amount which ſhall have been ſold out of the ſaid Conſolidated Bank Annuities under the Proviſions of this Act, for the Payment of any ſuch Inſtalment or Inſtalments of the Purchaſe Monies ſo to be paid to the ſaid *Charles Roſe Ellis*, his Heirs or Aſſigns as aforeſaid, and the Intereſt ſo to be paid to him or them as aforeſaid; and that the Purchaſe Monies to be paid for the ſame ſhall be paid into the Bank of *England*, to the Account of the Commiſſioners of His Majeſty's Treaſury, and ſhall be laid out by the Order of the Commiſſioners of His Majeſty's Woods, Foreſts, and Land Revenues for the Time being, or any Two of them, (who are for that Purpoſe hereby authorized to make Drafts on the Bank for the ſame) in the Purchaſe either of Three Pounds *per Cent.* Conſolidated Bank Annuities, or Three *per Cent.* Reduced Bank Annuities, in the Name of the Commiſſioners of His Majeſty's Treaſury, in like Manner in all Reſpects as is preſcribed in the ſaid recited Acts of the Thirty-eighth and Forty-ſecond Years of the Reign of His preſent Majeſty with relation to Purchaſes of Three Pounds *per Cent.* Conſolidated Bank Annuities, under thoſe Acts reſpectively; and the Capital or Stock ſo to be purchaſed therewith, and the Dividends and Intereſt ariſing therefrom, ſhall be applicable to the ſame Purpoſes, and ſhall be applied in the ſame Manner, and under the ſame Rules, Regulations, and Proviſions in all Reſpects, as the Bank Annuities which ſhall be ſo ſold for the Purpoſe of raiſing ſuch Inſtalments as aforeſaid, and the Dividends and Yearly Intereſt ariſing therefrom would have been ſubject and applicable to, if this Act had not been paſſed.

The Money ſhall be paid into the Bank and laid out in Three per Cent. Conſolidated or Reduced Bank Annuities.

The Bank Annuities ſo to be purchaſed ſhall be applicable to the ſame Purpoſes, and applied in the ſame Manner as the Stock ſold out.

IX. Provided always, and be it further enacted, That no ſuch Contract ſhall be made, unleſs by Special Warrant to be iſſued for that Purpoſe by the Lord High Treaſurer, or the Commiſſioners of the Treaſury, or any Three or more of them, for the Time being.

No ſuch Contract ſhall be made unleſs by Warrant of the Treaſury.

X. And be it further enacted, That all Sales of any Manors, Lordſhips, Meſſuages, Lands, Tenements, Rents, Tithes, Mines, Minerals, Collieries, Woods, Wood Grounds, Fens, Marſhes, Waſte Lands, or other Hereditaments, or any other Revenues to be made by virtue of this Act, ſhall be made by the Commiſſioners of His Majeſty's Woods, Foreſts, and Land Revenues, or any Two of them, for the Time being, under the like Rules, Regulations, and Proviſions as directed by the ſaid recited Act of the Forty-ſecond Year of the Reign of His preſent Majeſty, ſo far as the ſame may be applicable thereto; and that whenever ſuch Commiſſioners ſhall have contracted with any Perſon or Perſons, Body or Bodies Politic or Corporate, for the Sale of any Lands or Premiſes, by virtue of this

Sales under this Act to be made in the Manner directed by 42 G. 3. c. 116.

Act, they shall grant to the Purchaser or Purchasers thereof, a Certificate in the Form and in Manner directed by the said last mentioned Act, or as near and similar thereto as the Circumstances will permit; and the Cashiers of the Bank shall, on Production of such Certificate, accept and receive the Purchase Monies, and carry the same to the Account therein specified, and at the Foot or on the Back of such Certificate acknowledge the Receipt thereof, without Fee or Reward, in like Manner as by such last mentioned Act is directed, which Certificate and Receipt shall be inrolled and attested in the Manner required by the said last mentioned Act; and from and immediately after such Inrolment, and thenceforth for ever, the respective Purchasers, their Heirs, Successors, or Assigns shall by force of this Act be adjudged, deemed, and taken to be in the actual Seisin and Possession of the Premises so by them respectively purchased, and shall hold and enjoy the same peaceably and quietly, freed and discharged of and from all Claims and Demands of His Majesty, His Heirs and Successors, or of any Person or Persons claiming under Him or them as fully and amply to all Intents and Purposes as His Majesty, His Heirs or Successors, might or could have held or enjoyed the same if such Sale had not taken place.

Penalty for Neglect in not paying the Purchase Money into the Bank within the Time limited.

XI. Provided always, and be it further enacted, That if any Person or Persons to whom any such Certificate as aforesaid shall be granted, shall neglect to pay into the Bank the Consideration Money therein to be specified for the Space of Thirty-one Days after the Date of such Certificate, or shall neglect to enroll such Certificate, and the said Cashier's Receipt for the Money for the like Space of Time, then every such Certificate shall be null and void, and the Consideration Money, if paid into the Bank, shall be forfeited, unless the Commissioners of His Majesty's Woods, Forests, and Land Revenues for the Time being shall for any reasonable Cause to them shewn for the Omission of such Enrolment, order the same Certificate and Receipt to be inrolled *nunc pro tunc*, and which upon such Cause being shewn they are hereby authorized and empowered to do.

The Commissioners of Woods to certify in their Report to the King and Parliament what Sales have been made under this Act.

Power of Sale to cease when the Money required for the Purposes aforesaid is raised.

XII. Provided always, and be it further enacted, That the Commissioners of His Majesty's Woods, Forests, and Land Revenues for the Time being, shall in every Report which shall be made by them to the King's most Excellent Majesty, and to both Houses of Parliament, touching or concerning the Land Revenue of the Crown, from and after the passing of this Act, so long as the Power of Sale given by this Act shall continue in force, certify and report what Part or Parts of the Land Revenue of the Crown shall have been sold under and by virtue of the Provisions of this Act since the Time of the making their last preceding Report, and what Sum or Sums of Money shall have been raised by Means of every such Sale, and in what Manner the same shall have been applied and disposed of; and that when and as soon as all the Monies required for the Purposes of this Act shall have been raised, the said Commissioners shall certify the same in their then next Report; and when and as soon as the same shall be so raised, all the Powers of Sale hereby given to them shall cease and be no further exercised.

XIII. And

Deeds, &c. to be exempted from Stamp Duty.

XIII. And be it further enacted, That no Deed or Writing, Conveyance, Mortgage, Aſſignment, or other Inſtrument, which ſhall be made, executed, or ſigned by any Perſon or Perſons in purſuance of the ſaid recited Articles of Agreement, or for carrying the ſame into Execution, nor any Certificate or Receipt to be given or granted to any Purchaſer or Purchaſers of any Manors, Lordſhips, Meſſuages, or other Hereditaments hereby authorized to be ſold for the Purpoſes aforeſaid, ſhall be ſubject or liable to any Stamp Duty whatſoever impoſed by any Act or Acts of Parliament now in force, nor to any Stamp Duty to be impoſed by any future Act or Acts of Parliament, unleſs the ſame be ſpecially ſubjected thereto and ſpecifically charged therewith in and by ſuch future Act or Acts of Parliament.

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