ANNO QUINQUAGESIMO NONO

GEORGII III. REGIS.

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C A P. LXVIII.

An Act for exonerating the Manor of *Dawlish* in the County of *Devon*, from the Claims of the Crown against the Estate of *John Inglett Fortescue*, Esquire. [2d *July* 1819.]

WHEREAS *John Inglett Fortescue* of *Buckland Filleigh* in the County of *Devon*, Esquire, has executed the Office of Receiver General of the Land and Assessed Taxes, and also of the Property Tax, for the said County of *Devon*, for nearly Sixteen Years last past, and has duly passed his Accounts and obtained his *Quietus*, and the Cancellation of his Bonds as such Receiver General down to the Year ending the Fifth Day of *April* One thousand eight hundred and sixteen inclusively; and the said *John Inglett Fortescue*, together with his approved Sureties, are jointly and severally bound to His Majesty, by Bonds of Record in the Court of Exchequer, for the due Execution of his Office of Receiver General of the Land and Assessed Taxes for the said County of *Devon*, for the Years One thousand eight hundred and sixteen, One thousand eight hundred and seventeen, and One thousand eight hundred and eighteen respectively: And whereas the said *John Inglett Fortescue* being entitled to the Inheritance in Fee Simple of and in the Manor of *Dawlish* in the said County of *Devon*, and divers Messuages, Lands, and other Hereditaments situate, lying, and being within or adjoining the said Manor, lately belonging to the Cathedral Church of

Saint Peter in *Exeter*, the said *John Inglett Fortescue* did, by Articles of Agreement bearing Date the Twenty-ninth Day of *October* One thousand eight hundred and six, agree to sell the Inheritance in Fee Simple of the said Manor and Hereditaments unto *John Brickdale* of *Nowers* in the County of *Somerset*, Esquire, and *Richard Eales* of the City of *Exeter*, Gentleman, for the Sum of Sixty-eight thousand Pounds, payable by Instalments, with Interest, at the Times and in Manner therein mentioned, Part of which Purchase Money still remains due and owing by virtue of the said Contract: And whereas under the Provisions of an Act passed in the Thirteenth Year of the
13 Eliz. c. 4. Reign of Queen *Elizabeth*, intituled *An Act to make the Lands, Tenements, Goods, and Chattels of Tellers, Receivers*, etcetera, *liable to the Payment of their Debts*; and under the Provisions of an Act passed in the Twenty-fifth Year of the Reign of His present Majesty, intituled
25 G. 3. c. 35. *An Act for the more easy and effectual Sale of Lands, Tenements, and Hereditaments of Crown Debtors, or of their Sureties*; all the Lands, Tenements, and Hereditaments of which the said *John Inglett Fortescue* was seised on the Day on which he became an Officer or Accountant to the Crown, or has been seised at any Time since, are, and during such Time as he shall continue such Officer or Accountant, and until his ultimate Balance shall be paid into the Exchequer, and a *Quietus* obtained for the same, will be liable to be put in execution and sold for the Payment of his Arrears in the Collection and Receipt of the said Taxes and Duties, and in consequence thereof the said *John Inglett Fortescue* is unable to make a good Title to the Purchasers of the said Premises comprised in the said recited Contract of the Twenty-ninth Day of *October* One thousand eight hundred and six, and such respective Purchasers are put to great Inconvenience in not having a marketable Title to their respective Estates; and inasmuch as the said *John Inglett Fortescue* hath duly paid up all his Balances and passed his Accounts as such Receiver General as aforesaid, down to the Year ending the Fifth Day of *April* One thousand eight hundred and sixteen inclusively; and inasmuch as the Payment of all Monies due and to become due from him in respect of the said Land Tax and Assessed Taxes, will be sufficiently and effectually secured by the other Property of the said *John Inglett Fortescue* liable thereto by virtue of his Bond, and also by the Bonds of his Sureties, notwithstanding a Release of the Claims of the Crown against the Estates comprised in the said recited Contract; and inasmuch as the said *John Inglett Fortescue's* Sureties are satisfied that the other Property of the said *John Inglett Fortescue* forms an ample Protection to them from any Claim that may be made against them under their Bonds, and are therefore willing to consent that the said Manor and Estates of *Dawlish* should be exonerated from such Claims of the Crown as aforesaid; to the End therefore that a good Title may be made to the said Estates to the respective Purchasers thereof, notwithstanding such Claims, may it please Your most Excellent Majesty (at the humble Petition of the said *John Inglett Fortescue*), 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, the said Manor of *Dawlish*, with the Appurtenances, and the several Messuages, Lands, and other Hereditaments of him the said *John Inglett Fortescue*, situate, lying, and being within or adjoining the said Manor, and so contracted to be sold by the said *John Inglett Fortescue* as aforesaid, shall not in anywise be liable for the Answering and Payment of the Arrears and Debts which have become due or which may accrue or shall become due to His Majesty, His Heirs or Successors, by or from him the said *John Inglett Fortescue* on or in respect to any of the said Offices so held by the said *John Inglett Fortescue* as aforesaid, or any Matter, Cause, or Thing in anywise relating thereto; and that the same Manor and other Hereditaments shall from and after the passing of this Act be held and enjoyed by the Purchasers thereof, and all Persons claiming or to claim by, from, or under them, acquitted and absolutely discharged of and from the said Arrears and Debts, and of and from all Bonds and Obligations to His Majesty, made or to be made by the said *John Inglett Fortescue* during such Time as he shall be or remain an Accountant to His Majesty, His Heirs or Successors, and all Actions, Suits, Claims, and Demands whatsoever of His said Majesty, His Heirs or Successors, which His Majesty, His Heirs or Successors, might have or be entitled unto if this Act had not been made, on account or in respect of the same, or any of them, and of and from all Right, Title, Interest, Property, Claim, and Demand whatsoever of His said Majesty, His Heirs or Successors, unto, from, out of, or upon the same Manor and other Hereditaments or any Part thereof; any thing in the said Act of Parliament passed in the Reign of her said Majesty Queen *Elizabeth*, or in any other Act of Parliament relating to Accountants to the Crown, to the contrary notwithstanding.

The Manor of Dawlish, &c. exonerated from the Claims of the Crown against the Estate of John Inglett Fortescue.

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