

ANNO UNDECIMO & DUODECIMO

VICTORIÆ REGINÆ.

***

made previously to the Marriage then intended and shortly afterwards solemnized between the said *John* Earl of *Sheffield* and *Anne* Countess of *Sheffield*, in consideration of the said then intended Marriage, and for other the Considerations therein mentioned, (amongst and together with divers other Hereditaments in the same Indenture particularly mentioned) all that the Manor or reputed Manor or Lordship of *Meeching* otherwise *Newhaven* in the County of *Sussex*, with the Rights, Royalties, Members, and Appurtenances thereunto belonging, and also all that Messuage or Tenement and Farm called the *Court House Farm*, containing by Estimation Two hundred and seventy Acres or thereabouts, more or less, and then in the Occupation of *John Baker*, and also all that Messuage or Tenement called *Brookers*, with the Piece or Parcel of Land therewith occupied, containing One Acre or thereabouts, and also all that Piece or Parcel of Land called the *Salts*, containing by Estimation Four Acres, be the same more or less, and then in the Occupation of all which said last-mentioned Messuages or Tenements and Farms were situate in, amongst other Parishes, the Parishes of *Newhaven* and *Bishopstone*, or some or One of them, in the said County of *Sussex*, and also all and every other the Manors or Lordships, or reputed Manors or Lordships, Advowsons, Freehold Messuages, Mills, Farms, Lands, Tithes, Tenements, and Hereditaments, with their and every of their Appurtenances, of him the said *John* Earl of *Sheffield*, or whereof or wherein any Person or Persons in trust for him was or were seised, possessed, or entitled, in possession, reversion, remainder, or expectancy, or otherwise howsoever, situate, lying, and being, arising, growing, renewing, or happening in, amongst other Parishes, the said Parishes of *Newhaven* and *Bishopstone* or elsewhere in the said County of *Sussex*, together with the Rights, Members, and Appurtenances, were conveyed and assured by the said *John* Earl of *Sheffield*, subject nevertheless as to, amongst other Hereditaments, the said Manor of *Meeching* otherwise *Newhaven*, and the said Hereditaments situate in the Parish of *Newhaven*, to the Principal Sum of Three thousand Pounds then due thereon by way of Mortgage, and Interest for the same, (and which said Mortgage is herein-after more particularly mentioned or referred to,) unto the said *George Augustus* Earl of *Guilford* and *John Thomas Batt*, and their Heirs, to the several Uses therein declared and in part herein-after recited concerning the same, (that is to say,) after certain Uses, which have since ceased and determined, then as to all the said Manors, Hereditaments, and Premises by the same Indenture settled, (except the Capital Messuage or Mansion House called *Sheffield Place*, with the Outbuildings, Gardens, Park, and Pleasure Grounds thereto belonging, and therewith occupied,) to the Use of the said *Thomas* Earl of *Chichester* and *Sylvester* Lord *Glenbervie*, their Executors, Administrators, and Assigns, for the Term of One thousand Years, to commence from the Death of the said *John* Earl of *Sheffield*, upon the Trusts therein-after declared and herein-after mentioned or referred to, and as concerning as well the said Capital Messuage or Mansion House called *Sheffield Place*, with the Outbuildings, Garden, Park, and Pleasure Grounds therein-before excepted, and also from and after the Expiration or other sooner Determination of the said Term of One thousand Years, and in the meantime subject thereto

and

and to the Trusts thereof, as to all and singular the Manors, Hereditaments, and Premises comprised therein, to the Use of all and every or any such One or more Son or Sons of the said *John* Earl of *Sheffield* on the Body of the said *Anne* Countess of *Sheffield* to be begotten, for such Estate or Estates and in such Manner as he should by Deed or Will appoint, and for Want of Appointment to the Use of the First and every other Son of the said *John* Earl of *Sheffield* by the said *Anne* Countess of *Sheffield*, severally and successively according to Priority of Birth in Tail Male, with a Limitation of the ultimate Remainder or Reversion to the Use of the said *John* Earl of *Sheffield*, his Heirs and Assigns for ever; and it was thereby declared, that the said Manors, Hereditaments, and Premises were so limited to the said *Thomas* Earl of *Chichester* and *Sylvester* Lord *Glenbervie* for the Term of One thousand Years, upon the Trusts therein and hereinafter mentioned or referred to, (that is to say,) after certain Trusts, which have since ceased, upon further Trust to raise, in the Manner therein mentioned, in the Event which happened of there being but One Child of the said then intended Marriage other than such Son or Sons who under the Powers or Limitations therein-before contained and herein-before recited should become entitled to the Possession or Receipt of the Rents and Profits of all or any Part or Parts of the said Manors or Hereditaments therein-before granted and released upon the Death of the said *John* Earl of *Sheffield*, the Sum of Ten thousand Pounds, for the Portion of such One Child, to be paid to such One Child at such Age, Day, or Time as the said *John* Earl of *Sheffield* should appoint, and in default of such Appointment then as the said *Anne* Countess of *Sheffield* should appoint, and in default of such Appointment to be paid to such Child, if (as happened to be the Case) a Daughter, at her Age of Twenty-one Years or Day of Marriage, which should first happen, if such Time of Payment should happen after the Decease of the said *John* Earl of *Sheffield*, and also upon certain Trusts, in manner and in the Events therein mentioned, to raise Money for the Maintenance of such Child:

Will of the late Earl of Sheffield, dated 5th March 1820.

And whereas the said *John* late Earl of *Sheffield* in the Manner then required for rendering valid Devises of Freehold Estates duly signed and published his last Will and Testament in Writing, bearing Date on or about the Fifth Day of *March* One thousand eight hundred and twenty, and thereby gave and devised all his Manors, Towns, Farms, Lands, Tenements, and Hereditaments in *Great Britain* and *Ireland* wherein he had any Estate of Freehold or Inheritance, and also the Reversion in Fee Simple expectant on the Determination of the Uses limited by the Settlement on his Marriage with his said Wife of and in all his Manors, Messuages, Lands, Tenements, and Hereditaments in the Counties of *Sussex* and *York*, therein comprised, (except his Mansion House of *Sheffield Place*,) and certain Lands therein mentioned which were usually in his own Occupation, to the Uses and upon the Trusts therein declared and in part herein-after mentioned or referred to, (that is to say,) to the Use of the said *Thomas* Earl of *Chichester*, *George* Lord Bishop of *Exeter*, *John Dodson* of *Doctors Commons*, *London*, Doctor of Laws, and *John Sprat Rainier* of *Chailey*, Rear Admiral, their Executors, Administrators, and Assigns, for the Term of Five hundred Years from his the said Testator's Decease, without Impeachment of Waste, upon the Trusts in the same Will

mentioned

mentioned for raising Monies for Payment of his the said Testator's Debts, Legacies, and Funeral and Testamentary Expenses, in aid of his Personal Estate, all which said Debts, Legacies, and Expenses have long since been paid and discharged, and the said Term of Five hundred Years has since ceased by virtue of the Proviso for Cesser thereof in the same Will contained, with Remainder, as to his Manors, Towns, Farms, Lands, and Hereditaments in *Ireland*, and also as to those in *Great Britain* not in Settlement, to the Use of his Son *George Augustus Frederick Charles* now Earl of *Sheffield*, then Viscount *Pevensey*, and his Assigns, during his Life, without Impeachment of Waste (except as therein mentioned), with Remainder to the Use of *Benjamin Way* and *Lewis Way* Esquires, and their Heirs, during the Life of the said *George Augustus Frederick Charles* Earl of *Sheffield*, upon the usual Trusts for preserving contingent Remainders, with Remainder to the Use of his (the said *George Augustus Frederick Charles* Earl of *Sheffield*'s) First and other Sons in Tail Male; and in default of such Issue the Testator directed that the Rents, Issues, and Profits of all his Manors, Towns, Farms, Lands, Tenements, and Hereditaments should be received by the said *Thomas* Earl of *Chichester*, *George* Bishop of *Exeter*, *John Dodson*, and *John Sprat Rainier*, upon trust for the sole and separate Use of his eldest Daughter Lady *Maria Josepha Stanley*, Wife of Sir *John Thomas Stanley* Baronet, during her Life, and without being subject to the Control of her then present or any future Husband, with Remainder to the Use of *Edward John Stanley*, the First Son of the said Lady *Maria Josepha*, and his Assigns, for his Life, with Remainder to the Use of the said Trustees, upon similar Trusts to preserve contingent Remainders, with Remainder to the Use of his the said *Edward John Stanley*'s First and other Sons in Tail Male, with divers Remainders over; and the said Testator thereby directed, that it should be lawful for the said *George Augustus Frederick Charles* Earl of *Sheffield*, either during the Lifetime of his the said Testator's Wife *Anne* Countess of *Sheffield*, or after her Decease, and for every other Male Tenant for Life when in possession of the Hereditaments and Premises therein-before devised, but not until after the Decease of the said *Anne* Countess of *Sheffield*, by any Deed or Writing legally executed to limit and appoint a yearly Rentcharge not exceeding One thousand Pounds unto any Woman with whom he should marry, for her Life, for her Jointure, to be issuing out of the said Testator's Lands and Hereditaments in the County of *Sussex*, with the usual Powers and Terms of Years for better securing the same, but no more than One thousand Pounds a Year Jointure was to be a Charge on the same Premises or any Part thereof at the same Time, unless the said Testator's Son should create a Jointure in his Mother's Lifetime; and it was by the same Will declared, that it should be lawful for the respective Tenants for Life in possession of the said Hereditaments, or the Guardian or Guardians of Tenants in Tail in possession during their Minority, to demise, lease, and grant for any Term of Years not exceeding Eighty Years any Part of the said Testator's Estate at *Newhaven* otherwise *Meeching*, for the Purpose of building thereon any Messuages or Dwelling Houses, other than Cottages or small Dwelling Houses, and also to lay out and appropriate any Part of the Land, Ground,

Ground, and Premises to be comprised in any such Lease as and for a Yard or Yards, Garden or Gardens, to the Messuage or Messuages which might be so built thereon, not exceeding Half an Acre of Garden Ground to each House, or as or for a Way or Ways, Street or Streets, Avenue or Avenues, Passage or Passages, for the Use and Convenience of the Lessee or Lessees, in such Manner as should be agreed upon in such Lease, so as that in every Lease to be granted under the Powers therein contained there should be reserved, to be made payable half-yearly or oftener, the best and most improved Rent during the Term of Years to be thereby respectively granted that could be reasonably obtained, and without taking any Fine, Premium, or Foregift for the making thereof respectively, and so as that none of the Lessees should be freed from Impeachment of or made dispunishable for Waste, and that all such Lessees should execute Counterparts of their respective Leases, and in Leases granted for building should enter into Covenants to build and from Time to Time to keep in repair the Messuages and Buildings intended and agreed to be built, and to make and keep in repair the said Ways, Streets, Avenues, and Passages to be laid down and appropriated for the Purposes aforesaid, in such Manner as should be agreed upon by such Leases, and in all such Leases should covenant to surrender to the Person who for the Time being should by virtue of that his Will be entitled to the Lands and Grounds to be therein comprised Possession thereof at the Expiration of the Term thereby to be demised respectively, and in such Leases should be inserted such Covenants as might have been usually entered into by Lessees of the Premises thereby to be demised, and all such other usual or proper Covenants, Provisoes, and Conditions on the Part of the respective Lessees as were usually contained in Leases of the like Nature, and so as in every such Lease there should be contained a Power or Condition of Re-entry for Nonpayment of the Rent or Rents thereby to be reserved respectively; and the said Testator did declare, that the Devise therein-before contained of the Testator's Estate in *Ireland* and his unsettled Estates in *Great Britain* to his said Son for his Life was upon the express Condition that he should within Two Years after he should have attained the Age of Twenty-one Years, or should have become Tenant in Tail Male in possession under the Testator's Marriage Settlement, and being then of the Age of Twenty-one Years, suffer Recoveries of all the Estates of which he should so become Tenant in Tail Male under the same Settlement, and should limit and settle the same Estates to the same Uses, and upon the same Trusts, and under and subject to the same Powers, Provisoes, and Conditions as were therein-before limited, declared, or expressed concerning the Testator's Fee Simple Estates therein-before devised; and the Testator particularly directed, that Trustees should be named by his said Son in the Settlement so to be made, and that such Trustees should have the same Powers given to them of cutting down Timber (except as therein mentioned), and applying the Money which should arise by Sale thereof, as he had therein-before given to the Trustees appointed by that his Will, in failure of Issue Male of his then present Wife; and the said Testator directed, that in such Settlement should be contained a Power for the Male Tenant for Life in possession for the Time being under the same

same to make a Jointure out of all or any Part of the said Estates in the said County of *Sussex* so to be settled (except the Mansion House called *Sheffield Place*, and the Lands and Hereditaments excepted out of the said Term of Five hundred Years,) upon any Woman he might marry, not exceeding (with the Jointure that might be made under the Power therein-before contained) One thousand Pounds a Year in the whole, but with the like Restriction as to there being no more than the Amount of One Jointure subsisting thereon at the same Time (except in case Testator's said Son should create a Jointure in the Lifetime of his Mother); and in the said Will were contained Directions for the Insertion of such other Powers as in the same Will are particularly mentioned; and the said Testator did direct, that in case the Testator's said Son should decline or omit to comply with the Conditions therein-before expressed, that then the Devise of his said Fee Simple Estates to him for his Life therein-before contained should be void, and that the Person next in remainder should take, in the same Manner as if the said Testator's said Son were dead, except that in case and while there should be no Issue Male of his said Son the Rents and Profits of the same Estates should from Time to Time during his Life be received by the said *Thomas* Earl of *Chichester*, *George* Lord Bishop of *Exeter*, *John Dodson*, and *John Sprat Rainier*, in trust to be applied as therein mentioned; and the said Testator appointed the said *Thomas* Earl of *Chichester*, *George* Lord Bishop of *Exeter*, *John Dodson*, and *John Sprat Rainier* Executors of that his Will: And whereas the said *John* Earl of *Sheffield* departed this Life previously to the Twenty-sixth Day of *January* One thousand eight hundred and twenty-three, without having altered or revoked his said recited Will, and without having exercised the Powers of Appointment in the said in part recited Indenture of Settlement contained and herein-before mentioned of the said Estates comprised in the same Indenture, and the same Will was on or about the Twenty-fourth Day of *June* One thousand eight hundred and twenty-one duly proved by the said *Thomas* Earl of *Chichester*, *George* Lord Bishop of *Exeter* (then Bishop of *Lincoln*), *John Dodson*, and *John Sprat Rainier*, in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the said *John* Earl of *Sheffield* had Issue by the said *Anne* Countess of *Sheffield* Two Children only, namely, the said *George Augustus Frederick Charles* Earl of *Sheffield*, and a Daughter named Lady *Anne Frederica Catherine Holroyd*: And whereas the said *Sylvester* Lord *Glenbervie* departed this Life in the Year One thousand eight hundred and twenty-three, leaving the said *Thomas* Earl of *Chichester*, his Co-trustee of the said Term of One thousand Years, him surviving: And whereas by an Indenture of Bargain and Sale, bearing Date on or about the Fourteenth Day of *June* One thousand eight hundred and twenty-three, and duly enrolled in the High Court of Chancery, and made or expressed to be made between the said *George Augustus Frederick Charles* Earl of *Sheffield* of the First Part, *Henry Bateman* Gentleman of the Second Part, *John Jones* Gentleman of the Third Part, the said *Benjamin Way* and *Lewis Way* of the Fourth Part, and the said *Thomas* Earl of *Chichester*, the said *George* previously Bishop of *Exeter*, but then Bishop of *Lincoln*, and the said *John Dodson*, of the Fifth Part, and by a Common Recovery, duly suffered in *Trinity*

Settlement and Recovery pursuant to the Condition in the Will of the late Earl of Sheffield, dated 14th June 1823.

Trinity Term in the Fourth Year of the Reign of His late Majesty King *George* the Fourth, after reciting, amongst other things, that the said *George Augustus Frederick Charles* Earl of *Sheffield* was desirous to settle the Manors and other Hereditaments comprised in or affected by the said therein and herein-before recited Indenture of Release and Settlement, in compliance with the Condition and conformably to the Directions contained in the said Will, and that the said *George Augustus Frederick Charles* Earl of *Sheffield* was desirous that the said *Benjamin Way* and *Lewis Way*, and their Heirs, should be the Trustees to preserve the contingent Remainders therein-after limited of and in the Manors and other Hereditaments therein-after bargained and sold, and should have and be invested with such and the same Trusts, Powers, and Authorities over or concerning the same Manors and Hereditaments, and the Rents and Profits thereof, as were given to or reposed in them by the said Will of the said *John* Earl of *Sheffield* over and concerning his own Fee Simple Estates devised by that Will, and the Rents and Profits thereof, and that the said *Thomas* Earl of *Chichester*, *George* Bishop of *Lincoln*, and *John Dodson*, their Executors, Administrators, and Assigns, should take the same Term for Years in, and be invested with such and the like Trusts, Powers, and Authorities over and concerning, the Manors and other Hereditaments therein-after bargained and sold, or the Rents and Profits thereof, as were limited or given to or reposed in them by the said Will over and concerning the Fee Simple Estates thereby devised, or the Rents and Profits thereof, or otherwise, and that the Powers directed or authorized by the said Will to be inserted in the said Indenture of Settlement now in recital should be given and reserved to the said *Thomas* Earl of *Chichester*, *George* Bishop of *Lincoln*, and *John Dodson*, their Heirs, Executors, Administrators, and Assigns, in manner therein-after expressed, and the said *George* Earl of *Sheffield* had accordingly, and pursuant to the Direction in that Behalf contained in the said recited Will, named and appointed the said *Benjamin Way* and *Lewis Way* Trustees for preserving contingent Remainders, and the said *Thomas* Earl of *Chichester*, *George* Bishop of *Lincoln*, and *John Dodson* Trustees for the several other Purposes therein-before mentioned or referred to, amongst and together with other Hereditaments, the said Manor or Lordship or reputed Manor or Lordship of *Newhaven* in the said County of *Sussex*, with the Rights, Royalties, Members, and Appurtenances thereunto belonging, and also all that and those the Messuages or Tenements and Farm, Pieces or Parcels of Land, and Hereditaments, therein and herein-before described or particularly mentioned as being comprised in and settled by the said recited Indentures of the Eighteenth and Nineteenth Days of *January* One thousand seven hundred and ninety-eight, and all and every other the Manors or Lordships, or reputed Manors or Lordships, Advowsons, Freehold Messuages, Mills, Farms, Lands, Tithes, Tenements, and Hereditaments comprised in and granted and released by the said Indenture of Release and Settlement of the Nineteenth Day of *January* One thousand seven hundred and ninety-eight, therein-before recited, if any such there were, and also all and singular the Allotments, Closes, Pieces or Parcels of Land, and other Hereditaments, which under or by virtue of any Act or Acts of Inclosure or otherwise had subsequently to the Date and

Execution

Execution of the last-mentioned Indenture been lawfully and rightfully allotted or given in right or in lieu of or in exchange for any of the Freehold Hereditaments comprised in the same Indenture, for the Benefit of the Persons interested under the Limitations therein contained, if any such there were, and all other the Freehold Hereditaments, if any such there were, situate in the said Counties of *York* and *Sussex*, or either of them, which did then by any other Means whatsoever stand limited to and settled upon or subject to the Uses limited in and by the said Indenture of Release and Settlement of or concerning the Freehold Hereditaments therein comprised, or such of the same Uses as were then subsisting or capable of taking effect, (except all such of the Hereditaments comprised in the same Indenture) and the Appurtenances as since the Date and Execution thereof had been lawfully or rightfully allotted or given to any Person or Persons other than the Person or Persons interested under the Limitations contained in the said last-mentioned Indenture, or to any such last-mentioned Person in respect of any Hereditaments other than those comprised in the said last-mentioned Indenture (if any such there were), were conveyed, limited, and assured by the said *George Augustus Frederick Charles* Earl of *Sheffield*, subject nevertheless, as to, amongst other Hereditaments, the said Manor or Lordship of *Meeching* otherwise *Newhaven*, and the said Hereditaments in the Parish of *Newhaven*, in the said Indenture of Release and Settlement and herein-before particularly mentioned, to the said Mortgage for Three thousand Pounds and Interest, and subject also to the Rent-charge therein mentioned and which has since ceased to be payable, and the Powers and Remedies for recovering the same, and subject also, as to such of the Premises therein-before bargained and sold as were comprised in the Term of One thousand Years limited and created by the said therein and herein-before recited Indenture of Release and Settlement, to that Term and the Trusts thereof, to the Uses and upon the Trusts therein by reference and otherwise limited, expressed, declared, and contained and herein-after mentioned or referred to of or concerning the same, (that is to say,) after the Confirmation of the said Rent-charge which has so since ceased to be payable as aforesaid, and of Powers of Distress and Entry for securing the Payment of the same Annuity, and as concerning such of the Manors and other Hereditaments therein-before granted, bargained, and sold as were comprised in the said Term of One thousand Years created by the said recited Indenture of Release and Settlement, subject to and charged and chargeable with the Annuity, yearly Rent, or annual Sum therein-before confirmed, and the said Powers of Distress and Entry in confirmation of the same Term of One thousand Years and the Trusts thereof, or such of them as were then subsisting or capable of taking effect, and, as concerning all and singular the Manors and other Hereditaments therein-before granted, bargained, and sold, subject to the Right, Powers, and Term of Years, and Trusts, therein-before confirmed, so far as the same Hereditaments were affected thereby, to such and the same Uses as in and by the said Will of the said *John* Earl of *Sheffield* were limited, expressed, declared, and contained of or concerning the Fee Simple Estates thereby devised, and were by him intended to apply or be made applicable to the Hereditaments thereby bargained and sold, or

any

any of the said Hereditaments, or any Part thereof, or such of the said Uses, Trusts, Intents, and Purposes, Powers, Provisoes, and Conditions, as were then subsisting or capable of taking effect, or as near thereto as the Deaths of Parties and other Circumstances would admit, and also with, under, and subject to such other Powers, Provisoes, Declarations, and Agreements as were therein-after expressed and contained of or concerning the same; and it was by the same Indenture provided, that it should be lawful for the said *George* Earl of *Sheffield*, either during the Lifetime or after the Decease of the said *Anne* Countess of *Sheffield*, and for every other Male Tenant for Life when in possession of the Hereditaments therein-before granted, bargained, and sold, by any Deed or Deeds, Writing or Writings, to be executed in the Presence of Two or more credible Witnesses, or by Will or Codicil, also duly executed, to appoint a yearly Rent-charge of not more than One thousand Pounds to any Woman he might marry, for her Life, by way of Jointure, to be issuing out of the said Hereditaments in the said County of *Sussex* (except the said Mansion House called *Sheffield Place*, and the Lands and Hereditaments excepted out of the said Term of Five hundred Years), with the usual Powers and Terms of Years for better securing the same, provided that not more than One thousand Pounds a Year Jointure should be a Charge on the said Hereditaments under the said several Powers of jointuring, unless the said *George* Earl of *Sheffield* should create a Jointure in his Mother's Lifetime: And whereas by an Indenture bearing Date on or about the Fourth Day of *June* One thousand eight hundred and twenty-five, and made or expressed to be made between the said *George Augustus Frederick Charles* Earl of *Sheffield* of the First Part, the Right Honourable *Harriet* now Countess of *Sheffield*, therein described as the Honourable *Harriet Lascelles* commonly called Lady *Harriet Lascelles*, (eldest Daughter of the Right Honourable *Henry* Earl of *Harewood*,) of the Second Part, and *Richard Bootle Wilbraham* Esquire and the Honourable *Edwin Lascelles* of the Third Part, in consideration of the Marriage then intended and shortly afterwards solemnized between the said *George Augustus Frederick Charles* Earl of *Sheffield* and *Harriet* Countess of *Sheffield*, and for other the Considerations therein mentioned, the said *George Augustus Frederick Charles* Earl of *Sheffield*, in exercise and by virtue of the Power or Powers reserved to him by the said herein-before recited Will and Settlement, or both or either of them, and of all and every other Power and Powers, did limit and appoint unto the said Lady *Harriet Lascelles* and her Assigns for Life, to commence and become payable immediately upon the Decease of the said *George Augustus Frederick Charles* Earl of *Sheffield*, (in case the said intended Marriage should take effect, and she should happen to survive him,) One Annuity or clear yearly Rent-charge of One thousand Pounds, payable out of and charged upon (amongst other Hereditaments) the said Manor or Lordship of *Meeching* otherwise *Newhaven*, and the said Messuages, Lands, Hereditaments, and Premises situate in the said Parishes of *Newhaven* and *Bishopstone*, herein-before mentioned to have been comprised in the said in part recited Indenture of Release and Settlement of the Nineteenth Day of *January* One thousand seven hundred and ninety-eight, and also the usual Powers of Distress and Entry for securing Payment of the same;

Indenture charging Jointure for the present Countess of Sheffield, dated 4th June 1825.

same; and by the same Indenture, and for the Considerations therein mentioned and herein-before referred to, and by virtue of the Power or Powers to him for that Purpose given or reserved by the therein and herein-before recited Will and Settlement, or both or either of them, he the said *George Augustus Frederick Charles* Earl of *Sheffield* did also grant, bargain, sell, and demise unto the said *Richard Bootle Wilbraham* and *Edwin Lascelles*, their Executors, Administrators, and Assigns, all and every the said Manors, Messuages, Lands, Hereditaments, and Premises therein-before mentioned and described, and by the said Indenture now in recital charged with the Payment of the said Annuity of One thousand Pounds, with the Appurtenances, to hold the same (subject to such of the aforesaid Charges as should for the Time being be subsisting thereon) unto the said *Richard Bootle Wilbraham* and *Edwin Lascelles*, their Executors, Administrators, and Assigns, for the Term of Three hundred Years from the Decease of the said *George Augustus Frederick Charles* Earl of *Sheffield*, (in case the said intended Marriage should take effect, and the said Lady *Harriet Lascelles* should survive him,) without Impeachment of Waste, upon certain Trusts therein mentioned for securing the due and regular Payment of the said Annuity: And whereas the said *Thomas* Earl of *Chichester*, the surviving Trustee of the said Term of One thousand Years created by the said first herein-before recited Indenture of Release and Settlement, departed this Life previously to the Twenty-sixth Day of *February* One thousand eight hundred and twenty-seven, having duly made and published his last Will and Testament in Writing, bearing Date on or about the Eleventh Day of *April* One thousand eight hundred and twenty-two, and the same Will, with a Codicil thereto, was on or about the Ninth Day of *October* One thousand eight hundred and twenty-six duly proved by the Right Honourable *George* Viscount *Midleton* and *Inigo Thomas* Esquire, Two of the Executors thereof, in the Prerogative Court of *Canterbury* (Power being reserved for the Right Honourable *Mary Henrietta Juliana* Countess of *Chichester* and Sir *George Shiffner* Baronet, the other Executors therein named, to prove the same): And whereas the said *George* Viscount *Midleton* died previously to the Twenty-eighth Day of *February* One thousand eight hundred and thirty-nine, leaving the said *Inigo Thomas* him surviving: And whereas the said *Inigo Thomas* died in or about the Year One thousand eight hundred and forty-eight, having first duly made and published his last Will and Testament in Writing, dated on or about the Tenth Day of *November* One thousand eight hundred and forty-four, and the same Will, with Two Codicils thereto, was on or about the Twelfth Day of *February* One thousand eight hundred and forty-eight duly proved in the Prerogative Court of *Canterbury*, by *Freeman Thomas* Esquire, the Son of the said Testator, and *Francis Barlow Robinson* Esquire, Two of the Executors thereof (Power being reserved for *Frances Ann Thomas*, the Widow of the said Testator, the other Executor named in the Will, and *Edmund Barlow* Esquire, the Executor named in the Second Codicil, to prove the same): And whereas the said *George* Lord Bishop of *Lincoln* and *John Sprat Rainier* have both departed this Life, leaving the said *John Dodson* (now Sir *John Dodson* Knight), their Co-trustee, them surviving: And whereas the

Particulars

Particulars of the said principal Mortgage Debt or Sum of Three thousand Pounds and Interest, herein-before and in the said recited Indenture of Settlement of the Nineteenth Day of *January* One thousand seven hundred and ninety-eight mentioned as affecting the said Manor of *Meeching* otherwise *Newhaven*, and other the Hereditaments herein-before particularly mentioned to be comprised in the same Indenture of Settlement, are contained in the Schedule to this Act annexed: And whereas the said *George Augustus Frederick Charles* Earl of *Sheffield* has Issue Male by the said *Harriet* Countess of *Sheffield* Two Sons only, (that is to say,) his eldest Son *Henry North Holroyd* commonly called Viscount *Pevensey*, who was born in or about the Month of *January* One thousand eight hundred and thirty-two, and One other Son, named *Douglas Edward Holroyd*, born in or about the Month of *June* One thousand eight hundred and thirty-four: And whereas by an Indenture bearing Date on or about the Thirteenth Day of *June* One thousand eight hundred and twenty-seven, and made or expressed to be made between the Honourable *Arthur Charles Legge*, a Captain in the First Regiment of Life Guards, of the First Part, the said Lady *Anne Frederica Catherine Holroyd* of the Second Part, the Right Honourable *William* Earl of *Dartmouth* of the Third Part, the said *Anne* then Dowager Countess of *Sheffield* of the Fourth Part, and the said *George Augustus Frederick Charles* Earl of *Sheffield*, the Honourable *Edwin Lascelles*, the Honourable *Heneage Legge* (since deceased), and the Honourable *Daniel Finch* of the Fifth Part, being the Settlement made previously to the Marriage then intended and shortly afterwards solemnized between the said Lady *Anne Frederica Catherine Holroyd* and *Arthur Charles Legge*, in consideration of the said then intended Marriage the said Sum or Portion of Ten thousand Pounds to which the said Lady *Anne Frederica Catherine Legge* was so entitled as the only younger Child of the said *John* Earl of *Sheffield* by the said *Anne* Countess of *Sheffield*, as herein-before is mentioned, was assigned by the said Lady *Anne Frederica Catherine Legge* unto the said *George Augustus Frederick Charles* Earl of *Sheffield*, *Edwin Lascelles*, *Heneage Legge* (since deceased), and *Daniel Finch*, their Executors, Administrators, and Assigns, upon certain Trusts therein mentioned for the Benefit of the said Lady *Anne Frederica Catherine Legge* and *Arthur Charles Legge* during their joint Lives, and after the Death of such One of them the said *Arthur Charles Legge* and Lady *Anne Frederica Catherine Legge* as should first depart this Life, upon trust to permit and empower the Survivor of them during his or her Life to receive and take the Dividends, Interest, and annual Produce thereof, or of the Stocks, Funds, and Securities upon which the same might be invested, to and for his or her own Use and Benefit, and after the Decease of the Survivor upon trust in the Event which happened of there being an only Child of the said then intended Marriage for such only Child, at such Age or Time or in such Manner as the said *Arthur Charles Legge* and Lady *Anne Frederica Catherine Legge* should in manner therein mentioned direct or appoint, and in default of such Direction or Appointment in trust for an only Child of the said then intended Marriage, in case there should be but One, to be an Interest vested in such Child, if a Son, as happened to be the Case, on his attaining the Age of Twenty-one Years,

Indenture of Settlement dated the 13th June 1827, on the Marriage of Lady A. F. C. Holroyd with A. C. Legge.

Years, and if there should not be any Child of the said then intended Marriage, or, being such, if all of them should die before any One of them should have attained a vested or absolute Interest in the Portion or Portions thereby provided, then and in such Case the said Trustee or Trustees for the Time being should stand possessed of the said Sum of Ten thousand Pounds, and the Interest, Dividends, and annual Produce thereof, in trust, in the Event (which happened) of the Death of the said Lady *Anne Frederica Catherine Legge* in the Lifetime of the said *Arthur Charles Legge*, for such Person or Persons, in such Shares and Proportions, and to and for such Intents and Purposes as she, by her last Will and Testament, or any Codicil thereto, executed in the Presence of Two or more credible Witnesses, should, notwithstanding her Coverture, appoint, and in default of such Direction or Appointment, and so far as any such, if incomplete, should not extend, in trust for such Person or Persons as at the Time of the Decease of the said Lady *Anne Frederica Catherine Legge* would have been entitled thereto as her next of Kin under the Statute of Distributions if she had died possessed thereof, and without having been married: And whereas there was Issue of the said Marriage between the said *Arthur Charles Legge* and Lady *Anne Frederica Catherine Legge* One Child only, that is to say, a Son, named *Charles Legge:* And whereas the said Lady *Anne Frederica Catherine Legge* departed this Life in the Year One thousand eight hundred and twenty-nine, without having exercised jointly with the said *Arthur Charles Legge* the said Power of Appointment in and by the said recited Indenture of the Thirteenth Day of *June* One thousand eight hundred and twenty-seven limited to the said *Arthur Charles Legge* and Lady *Anne Frederica Catherine Legge* jointly, as herein-before is mentioned, and without having exercised the said Power of appointing by Will so limited to her in and by the same Settlement, as herein-before recited: And whereas the said *Anne* Countess Dowager of *Sheffield* departed this Life some Time in the Year One thousand eight hundred and thirty-two: And whereas the said *Richard Bootle Wilbraham* has departed this Life, leaving the said *Edwin Lascelles*, his Co-trustee of the said recited Indenture of the Fourth Day of *June* One thousand eight hundred and twenty-five, him surviving: And whereas the said *Edward John Stanley* intermarried with the Honourable *Henrietta Maria Dillon*, and has Issue by her his First Son, named *Henry Edward John Stanley*, who was born on or about the Eleventh Day of *July* One thousand eight hundred and twenty-seven: And whereas the said Sir *John Thomas Stanley* was, by Letters Patent under the Great Seal of *England*, created a Peer of the United Kingdom, with the Title of Baron *Stanley* of *Alderley* in the County of *Chester:* And whereas the said *Edward John Stanley* was, by Letters Patent under the Great Seal of *England*, created a Peer of the United Kingdom, with the Title of Baron *Eddisbury* of *Winnington* in the said County of *Chester:* And whereas the said *Henry Edward John Stanley* is the First Tenant in Tail in existence under the said recited Will, and the said Settlement of the Fourteenth Day of *June* One thousand eight hundred and twenty-three, and the Recovery suffered in pursuance thereof, or One of them, who has attained the Age of Twenty-one Years: And whereas an Act was passed in the Session of Parlia-

Parliament held in the Year One thousand eight hundred and forty-seven authorized to be cited by the Expression "The *Newhaven* Harbour and *Lower Ouse* Navigation Act, 1847," and by the same Act the Trustees therein appointed, and their Successors, were incorporated, and were authorized, in the Manner in the same Act mentioned, to make certain Improvements in the said Harbour of *Newhaven*: And whereas the *London, Brighton, and South Coast* Railway Company have, pursuant to the Powers in the Act of Parliament in that Behalf, lately opened for public Use a Railway Communication to the Town and Harbour of *Newhaven* aforesaid, and extensive Warehouses, Buildings, and other Works have also been erected and are now being erected for the Use of the said Railway Company: And whereas by reason of the increased Importance of the said Town and Harbour of *Newhaven*, by means of the said Improvements, Railway Communication and Works, great Opportunity is afforded for granting Leases of such of the said Land comprised in the said recited Will and the said Indenture of Settlement as are situate in the said Parishes of *Newhaven* and *Bishopstone*, and in the Neighbourhood thereof, for the Purposes of building, constructing, and repairing, excavating, and making of Messuages, Dwelling Houses, Warehouses, Wharfs, Quays, Shipping Places, and Docks or Basins for the Reception of Vessels: And whereas the said Power of granting Building Leases in the said recited Will of the said *John* late Earl of *Sheffield*, and in the said recited Settlement of the Fourteenth Day of *June* One thousand eight hundred and twenty-three, by reference thereto or otherwise, contained, is insufficient for carrying out Building Schemes upon an extensive Scale, and does not authorize the granting of Leases for such other Purposes as aforesaid, and there is no Power in the same Will and Settlement contained of entering into Contracts for Leases or of making other Provisions for facilitating Dealings with Lessees, Builders, and other Persons desirous of taking such Leases, and for the Protection and Convenience of the Persons entitled to the Rents and Profits of the Hereditaments in Lease or in Contract for Leases, and which might with Advantage be inserted in such Leases and Contracts: And whereas it would be highly advantageous and for the Benefit of the said *George Augustus Frederick Charles* Earl of *Sheffield* and other the Persons for the Time being entitled to Estates under the said recited Will and Settlement of the Fourteenth Day of *June* One thousand eight hundred and twenty-three if further and additional Powers were given to grant Building, Repairing, and other Improvement Leases, and of granting Leases for such other Purposes as aforesaid, and if Power were given to enter into Contracts for granting Leases, and if the Provisions herein-before referred to and herein-after mentioned were authorized to be inserted in Leases and Contracts for Leases in the Manner herein-after mentioned, and also if the Term for which Leases may be granted should be made to extend to the Term of Ninety-nine Years: And whereas by reason of the Limitations in the said recited Will and the said Indenture of the Fourteenth Day of *June* One thousand eight hundred and twenty-three, or One of them, contained, the several beneficial Purposes aforesaid cannot be carried into effect without the Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subject the said

10 & 11 Vict. c. ix.

said *George Augustus Frederick Charles* Earl of *Sheffield* doth most humbly beseech Your Majesty that it may be 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 it shall and may be lawful for the said *George Augustus Frederick Charles* Earl of *Sheffield* during his Life, and after his Decease for the Person who shall, by virtue of or under the Limitations in the said recited Will of the said *John* Earl of *Sheffield* and the said Indenture of Bargain and Sale, and the Recovery suffered in pursuance thereof, or some or One of the same Assurances, be for the Time being seised of or entitled to the First Estate of Freehold or Inheritance in possession in and to the said Manor of *Meeching* otherwise *Newhaven*, and the said Messuages, Lands, and Hereditaments situate in the said Parishes of *Newhaven* and *Bishopstone*, or who shall by virtue of or under the same Will and Assurances, or any or either of them, be for the Time being beneficially entitled in possession to the Receipt of the Rents, Issues, and Profits of the same Hereditaments, and if such Person or Persons shall be a Feme Covert or Femes Covert, whether they or she shall be so entitled for her or their separate Use or otherwise, and without the Control or Interference of any Husband or Husbands, and as if she or they were a Feme Sole or Femes Sole, if such Person or Persons shall be of full Age, and if not then for the Guardian or Guardians for the Time being of such Person or Persons, at any Time or Times after the passing of this Act, and either in pursuance or not in pursuance of any previous Contract or Contracts, by any Deed or Deeds, legally executed, to demise and lease or grant all or any Part or Parts of the Messuages, Lands, and Hereditaments situate in the said Parishes of *Newhaven* and *Bishopstone*, or either of them, or in the Neighbourhood thereof, comprised in, settled, and assured by the said recited Will and the said Indenture of the Fourteenth Day of *June* One thousand eight hundred and twenty-three, and the Recovery suffered in pursuance thereof, or One of them, with the Buildings and Improvements (if any) upon or to the same, and the Appurtenances, to any Person or Persons who hath or have constructed, erected, or built, or shall be willing to construct, erect, or build, make or excavate, any Messuages, Warehouses, or other Buildings, Wharfs, Quays, Docks or Basins for the Reception of Vessels, in or upon the said Land or Hereditaments or any Part thereof, or who hath or have rebuilt or repaired, or shall be willing to rebuild or repair, any Messuages, Warehouses, or other Buildings, Wharfs, Quays, Docks or Basins for the Reception of Vessels, for the Time being, in or upon the said Lands or Hereditaments or any Part thereof, or who in the Manner to be specified by any Lease or respective Leases to be granted thereof, or in any Contract or Contracts for such Lease or Leases, hath or have improved or shall be willing to improve the said Lands and Hereditaments or any Part thereof, or the Messuages, Warehouses, or other Buildings, Wharfs, Quays, Docks or Basins for the Reception of Vessels, thereon, or who shall be willing to annex any Part or Parts of the said Lands or Hereditaments for Yards, Gardens, Paddocks, Plantations, Pleasure Grounds, Approaches, Inclosures, open Spaces, or other Conveniences to Houses, Warehouses, or Buildings, Quays, Docks or Basins for the

Power to grant Building and other Improvement Leases.

the Reception of Vessels, erected and built, constructed, made, or excavated, or to be erected and constructed, built, made, or excavated, from Time to Time, on the said Lands and Hereditaments or any Part thereof, or on any adjoining Lands, or otherwise to improve the said Premises, for any Term or Number of Years not exceeding Ninety-nine Years, in possession; and with or without Liberty for any Lessee or Lessees to make any Tramroad or Tramroads in, over, or upon, and to lay down any Pipe or Pipes for conducting Water under or through, the Lands to be comprised in his, her, or their Lease or respective Leases, or any Part or Parts thereof, and with or without any other Easements or Privileges, either of the same or any other Description, for the more convenient Occupation and Enjoyment of the Hereditaments to be demised or leased, in, over, through, or under any adjoining Lands or Hereditaments; and with or without Liberty for the Lessee or Lessees to set out and allot the Land to be comprised in such Lease or Leases, or any Part or Parts thereof, as and for the Site of any Streets, Squares, Circuses, open Spaces, Roads, Ways, Avenues, Approaches, Passages, Sewers, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise for the Use and Convenience of the respective Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement thereof; and with or without Liberty for the Lessee or Lessees, his, her, or their Executors, Administrators, and Assigns, to dig and make, in or under any of the said Lands or Hereditaments which may be set out and allotted for Streets, Squares, Circuses, and open Spaces, Roads, Ways, Avenues, Approaches, Inclosures, or Passages, or in or under any adjoining Lands or Grounds, Arches, Cellars, or other Easements to any present or future Houses, Warehouses, or Buildings; and also with or without Liberty for the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, to take, dig, and carry away, in and out of the Land and Ground to be comprised in his, her, or their Lease or respective Leases, such Earth, Clay, Sand, Loam, or Gravel as shall be necessary or convenient to remove for effecting any of the Purposes aforesaid, and also to dig and excavate any Earth, Clay, or Sand out of any convenient Part of the respective Premises to be comprised in such Lease or respective Leases, and to manufacture the same, either on the Spot or elsewhere, into Bricks or Tiles, to be used in such new Buildings, rebuilding, Repairs, and Improvements as aforesaid; and also with or without Liberty for the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, to take down and remove all or any Part or Parts of the Buildings or Constructions for the Time being standing or being on the Land or Ground in such Lease or Leases respectively comprised, and to apply and dispose of the Materials thereof to such Uses and Purposes as shall be agreed on; and also with or without any other Liberties or Privileges which to the Persons or Person for the Time being exercising this present Power shall seem reasonable; so as there be reserved in every such Demise, Lease, or Grant (except in those Cases in which a Peppercorn Rent may be reserved, according to the Provisions herein-after contained,) the best and most improved yearly Rent or Rents that (due Consideration and Regard being had to the existing and all future Contract or Contracts, so far as such Contract or Contracts respectively do or may relate to the Land or Hereditaments

ments to be demised or leased, and the Stipulations contained therein,) can be reasonably had or gotten or ought to be reserved or made payable for the same, such Rent to be reserved or made payable quarterly, free from all Deductions whatsoever (except the Income or Property Tax, the Land Tax, the Sewers Rate, and other Outgoings usually paid by Landlords, or such of them as it may be thought fit to except, and which Exceptions shall be or not be made, at the Discretion of the Person or Persons for the Time being authorized to exercise the Power of leasing by this Act granted), and to commence and take effect either from the Date of every such Lease or Demise, or at the End or within the Period of Ten Years, to be computed from the Date of every such Lease or Demise, or by progressive Proportions at any Time or Times within the said Ten Years; and so as every such Demise or Lease be made without taking any Fine, Premium, or Foregift, or anything in the Nature thereof; and so as there be contained in every such Demise or Lease Covenants by the Lessee or Lessees, with the Lessors or Lessor in such Lease, their or his Heirs or Assigns, to keep in repair any Messuage, Warehouse, or Building, Wharf, Quay, Dock or Basin, Messuages, Warehouses, or Buildings, Wharfs, Quays, Docks or Basins, then made, erected, built, or constructed, or to build or finish and keep in repair any Messuage or Warehouse, Building, Wharf, Quay, Dock or Basin, Messuages, Warehouses, or Buildings, Wharfs, Quays, Docks or Basins, then about to be made, built, erected, or constructed, or in progress, or to rebuild or repair, reconstruct and keep in repair, any Messuage, Warehouse, or Building, Wharf, Quay, Dock or Basin, Messuages, Warehouses, or Buildings, Wharfs, Quays, Docks or Basins, built, made, erected, or constructed, or intended and agreed to be rebuilt, repaired, or reconstructed, or otherwise to improve the Premises comprised therein, in every Case in which such Covenants may be applicable, and as each Case may require, and to keep the Messuages, Warehouses, and Buildings, if any, in such Lease, insured from Damage by Fire to the Amount of Two Third Parts of the Cost or Value thereof, in some or one of the public Offices for insuring against Damage by Fire, and to surrender and leave in repair the Premises in the same Lease, with the Messuages, Warehouses, and Buildings, Wharfs, Quays, Docks and Basins (if any) thereon erected, made, built, or constructed, or agreed to be erected, made, built, constructed, or finished, or to be rebuilt or repaired or reconstructed, or to be otherwise improved, as each Case may require, at the End of the Term of each such Lease respectively; and so as there be contained in every such Lease respectively a Proviso or Condition of Re-entry for Nonpayment of the Rent or Rents to be thereby reserved, or any Part thereof, for the Space of Thirty Days after the same shall become due and payable (unless the same shall be a Peppercorn Rent), or for Nonperformance of any of the Covenants, Provisoes, and Conditions therein contained, on the Part of the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns; and any such Lease may be, at such Discretion as aforesaid, with or without a Proviso that no Breach of any of the Covenants therein contained (except of the Covenant for the Payment of the Rent, and of the Covenant for Insurance against Damage by Fire, and of such other Covenant or Covenants, if any, as may be

agreed on between the Parties to be so excepted,) shall occasion any Forfeiture of such Lease or of the Term thereby granted, or give any Right of Re-entry, unless or until Judgment shall have been obtained in an Action for such Breach of Covenant, nor unless the Damages and Costs to be recovered in such Action shall remain unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action; and there may be inserted in any and every such Lease such Exception or Reservation of Drains, Sewers, and Passages, and free Runnings of Water, as may be deemed convenient or for the Improvement of the Estate; and every or any such Lease may also contain any Covenants, Provisoes, or Conditions respective of the Rights of any Lessee or Lessees, and regulating or relating to the Mode of Enjoyment by such Lessee or Lessees, or the Tenant or Tenants of the Hereditaments to be demised, either individually or between themselves or any of them, as may be deemed reasonable; and any and every such Lease may also contain any other Covenants, Agreements, Reservations, Powers, Conditions, or Restrictions usually inserted in Leases of a similar Description as shall or may appear reasonable to the Person or Persons for the Time being exercising this present Power; nevertheless the respective Lessees shall execute Counterparts of their respective Leases.

Contracts for Leases may be entered into.

II. And be it enacted, That it shall be lawful for the Persons or Person in whom the aforesaid Power of leasing herein contained shall for the Time being be vested, at any Time or Times after the passing of this Act, to enter into any Contract or Contracts for granting, pursuant to the Powers of leasing herein contained, or any or either of them, and upon the Terms thereof, so far as the same may be applicable and the Case will admit of, a Lease or Leases of all or any Part or Parts of the said Messuages, Lands, or Hereditaments situate in the said Parishes of *Newhaven* and *Bishopstone*, or either of them, or in the Neighbourhood thereof respectively, with the Buildings or Improvements (if any) which shall be standing or have been made or constructed thereon; and to agree, when and as any Land, Ground, or Buildings so agreed to be let, or any Part or Parts thereof, shall be built upon, rebuilt, constructed, or repaired, laid out, formed, or otherwise improved, or shall be intended for Yards, open Spaces, Gardens, Inclosures, Paddocks, Plantations, Pleasure Grounds, or other Conveniences, in the Manner and to the Extent to be stipulated in such Contract or Contracts, by One or more Deed or Deeds to demise or lease the Land or Ground and Hereditaments mentioned in such Contract or Contracts, and the Buildings or other Improvements thereon (if any), or any of them, or any Part or Parts thereof, to the Person or Persons contracting to take the same, or his, her, or their Executors, Administrators, or Assigns, or to such other Person or Persons as he, she, or they shall nominate or appoint in that Behalf, for and during the Remainder of the Term or Terms to be specified in such Contract or Contracts, and in such Parts or Parcels, and in case of several Demises or Leases then under and subject to such Portions of the yearly Rent or Rents to be specified in such Contract or Contracts as shall be thought proper, but so nevertheless that if the apportioned yearly Rent to be reserved in any such Lease shall bear a greater Proportion to the entire Rent agreed to be reserved

than the Quantity of Land to be comprised in such Lease shall bear to all the Land comprised in the Contract, then and in such Case the same apportioned Rent shall not exceed One Fourth Part of the clear yearly Rack-rent Value of the Hereditaments to be comprised in such Lease when fit for Habitation or Use; and (if the same shall be thought advisable) to agree that the full Rent specified in any such Contract shall be reserved in the Leases to be granted of some certain Parts or a Part or a given Quantity only, to be specified in such Contract, of the Hereditaments thereby agreed to be demised, at such Time or respective Times and in such Manner as may be thought proper, and that after the full Amount of the yearly Rent or Rents specified in any such Contract shall have been reserved in any Lease or Leases of any Parts or Part or any Quantity of the Hereditaments agreed to be demised the Residue of the said Hereditaments shall be demised at the yearly Rent of a Peppercorn; or if no certain Parts or Part or given Quantity for such Purpose shall be specified in any such Contract, to agree that when the full Rent agreed to be reserved shall have been reserved in the Lease or Leases granted of a competent Part or competent Parts of the Hereditaments thereby agreed to be demised the Residue thereof shall be demised by One or more Lease or Leases at the yearly Rent of a Peppercorn; and in case of Leases to be granted at the yearly Rent of a Peppercorn to agree to grant the same, although the Land or Hereditaments comprised therein shall not have been built upon, laid out, or improved; and to agree that the yearly Rent or Rents agreed to be reserved in any such Contract may be made to commence at such Period or Periods within Ten Years from the Date of such Contract, or be made to increase periodically within the Period of Ten Years, beginning with such Portion of the full Rent thereby agreed to be paid as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient or be thought proper, and as in such Contract shall be expressed; and to agree that when and as any Lease shall be granted of any Part or Parts of the Hereditaments comprised in such Contract the Hereditaments so for the Time being leased shall be discharged from such Contract, and that the Person or Persons with whom any such Contract or Contracts shall be entered into shall remain liable, in respect of the Part or Parts of the Hereditaments comprised in such Contract which shall not for the Time being be leased, to the Payment of such Portion or Portions of the Rent or Rents by such Contract or Contracts agreed to be paid as may be thought proper, and shall in such Case be provided for; and also to agree that the Person or Persons with whom any such Contract or Contracts shall be entered into may have, exercise, or enjoy all or any of the Liberties, Powers, or Privileges which are authorized to be granted to Lessees under the Power of leasing herein-before contained.

Contracts to contain certain Clauses.

III. Provided always, and be it enacted, That in every such Contract there shall be inserted a Clause or Condition for vacating the same as to or for Re-entry upon all the Land or Ground therein comprised, and thereby agreed to be let, and which shall not have been actually leased, and shall not be built on, rebuilt, or repaired, laid out, excavated, or otherwise improved, in the Manner and to the Extent

Extent stipulated and agreed in such Contract, within a reasonable Time, to be therein appointed or mentioned, and also a Clause or Condition that the Person or Persons to whom such Lease or Leases ought to be granted pursuant to such Contract shall accept the same, and execute a Counterpart or Counterparts thereof; and every such Contract shall be carried into effect by a Lease or Leases to be granted in pursuance of the Power for granting Leases and subject to the Restrictions herein-before contained, so far as the same shall be applicable; and any such Lease may contain all or any of the Exceptions, Reservations, Covenants, Powers, Provisoes, and Conditions which are herein-before authorized to be inserted or contained in any Lease or Leases herein-before authorized to be made.

Certificate of Lessor of Receipt of Counterpart sufficient.

IV. And be it enacted, That the Receipt of the Persons or Person granting any Lease under the Authority of this Act, endorsed on such Lease, acknowledging that they or he have or hath received such a Counterpart or Duplicate as is hereby required to be executed of such Lease, shall, in favour of the Lessee, and of all Persons claiming under him, be deemed full and conclusive Evidence that such Counterpart was duly made and executed pursuant to the Provisions of this Act.

Power to grant Leases of Premises the Lease whereof may have been avoided by Re-entry.

V. And be it enacted, That if any Person or Persons entitled to the Reversion immediately expectant on the Determination of any Lease granted or agreed to be granted by virtue of the Powers or Provisions herein contained shall enter upon and resume or recover or obtain Possession of the Hereditaments comprised in any such Lease or Contract, under or by virtue of any Condition or Provision for Re-entry in such Lease or Contract contained, or under or by virtue of any Right incident to such Reversion, then and in every such Case it shall be lawful for the Person or Persons in whom the aforesaid Power of leasing herein-before contained shall for the Time being be vested to grant Leases, or to enter into Contracts for the granting of Leases, and afterwards to grant Leases of the same Premises respectively, under the Powers and Authorities herein contained, in the same Manner and as fully as if no Lease or Contract for Leases thereof had been previously granted or entered into.

Power to alter, release, or renew Contracts.

VI. And be it enacted, That it shall be lawful for the Persons or Person in whom the aforesaid Power of leasing herein-before contained shall for the Time being be vested, at any Time or Times hereafter to enter into any new Contract or Agreement with any Person or Persons with whom any Contract or Contracts shall then have been already entered into by the Persons or Person hereby authorized to enter into Contracts or Contract by virtue of or under the Powers and Provisions herein contained, by way of Addition to or in Explanation or Alteration of all or any of the Covenants, Agreements, or Stipulations in such Contract or Contracts contained or to be contained, or to release any of the Persons with whom any such Contract has been or shall have been so entered into, and his, her, or their Executors, Administrators, or Assigns, of and from the Observance of all or any Part of the same Contract, and, if the same should be thought expedient, to enter into any new Covenants,

Agree-

Agreements, or Stipulations with such Person or Persons, or his or their Executors, Administrators, or Assigns, in lieu of the same Contract, or the Part or Parts thereof which shall have been so released, or to accept or obtain a Surrender of all or any Part of the Hereditaments comprised in any such Contract; and the Hereditaments so surrendered, or any Part thereof, may be contracted and agreed to be leased, and afterwards leased, under the Powers and Provisions herein contained, in the same and the like Manner as if no Contract for leasing the same had been previously entered into or executed.

New Contracts to be consistent with Provisions of this Act.

VII. Provided always, and be it enacted, That any such new Contract and Contracts so to be entered into as aforesaid, and any Addition or Explanation and Alteration made thereby, and any such new Covenants, Agreements, or Stipulations as aforesaid, shall be agreeable to and consistent with the Provisions and Restrictions respectively herein contained.

Variations in Terms between Leases and Contracts not to be material, and Contracts not to form Part of Title.

VIII. And be it enacted, That no Lease granted or to be granted under the Authority of this Act shall be invalid by reason of its having been preceded by any Contract for granting a Lease or Leases, or by any Contract for adding to, explaining, or Alteration of any Covenants, Agreements, or Stipulations in any such Contract, and any Variation between such Lease and any such prior Contract, but every Lease granted and to be granted shall be valid and effectual notwithstanding such Variation; and no Person taking such Lease or claiming under such Lease shall be bound to inquire whether such Lease is in pursuance of or authorized by any such prior Contract, nor shall any such Person be in any Manner affected by anything contained in any such Contract; and the Contract or Contracts which shall have preceded such Lease shall not at Law or in Equity form a Part of the necessary Evidence of the Title of the Lessee or Lessees named in such Lease, and his, her, or their Executors, Administrators, or Assigns, whether such Lease is or is not expressed to be granted under or in pursuance of any such previous Contract; provided that such Lease shall not be inconsistent or at variance with the Provisions and Restrictions herein contained with respect to the Leases hereby authorized to be granted, or to be contracted or agreed to be granted.

Rents, &c. to be incident the Reversion.

IX. And be it enacted, That the Rent or Rents to be reserved by any Lease or Leases made under the Powers or Provisions of this Act, and all Covenants, Agreements, Provisoes, and Conditions therein contained, and on the Lessee's Part to be observed, performed, fulfilled, and kept, and also the Proviso or Condition for Re-entry in the same Lease or Leases to be contained, shall be incident to and go along with, and shall and may be reserved, enforced, and taken advantage of by the Person or Persons who shall or may be possessed or seised of or entitled to the Premises comprised therein in reversion immediately expectant upon the Determination of or in the meantime subject to the same Lease or Leases.

Act not to prejudice earlier Charges.

X. And be it enacted, That nothing in this Act contained shall affect or prejudice the Person or Persons claiming or to claim any

Estate, Interest, or Charge in or upon the Premises comprised in such Lease, by virtue of or under the Mortgage Securities specified in the said Schedule hereto, or the Person or Persons claiming or to claim any Estate, Right, Interest, or Charge, beneficially or otherwise, at Law or in Equity, under or by virtue of the said Term of One thousand Years created by the said recited Indenture of Settlement of the Nineteenth Day of *January* One thousand seven hundred and ninety-eight, or the Trusts thereof respectively, except so far as to give Effect to all Leases and Contracts for Leases, and other Acts, Matters, and Things to be executed, made, entered into, done, and performed by virtue of and under the Provisions herein contained; nevertheless, during the Continuance of the said Mortgage and Charge respectively, all the Premises aforesaid, and the Rents, Issues, and Profits thereof, shall, subject to the Powers and Provisions of this Act, and all Leases and Contracts, Acts, Matters, and Things, to be made, done, entered into, and executed in pursuance thereof, remain, continue, and be subject and liable to the said Mortgage and Charge respectively, and all Rights and Remedies incidental thereto.

Power for Lessor to appropriate Lands for Streets, Squares, &c.

XI. And be it enacted, That it shall be lawful for the Persons or Person in whom the Power of leasing herein-before contained shall for the Time being be vested, at any Time or Times hereafter, if they or he shall think it advisable so to do, to set out and allot or appropriate any Part or Parts of the said Lands or Hereditaments situate in the said Parishes of *Newhaven* and *Bishopstone*, or in the Neighbourhood thereof respectively, as and for the Site of any Streets, Squares, Circuses, open Spaces, Roads, Ways, Avenues, Approaches, Passages, Sewers, Drains, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise, for the Use and Convenience of the respective Lessees, Tenants, or Occupiers of any other of the Lands or Hereditaments situate in the said Parishes of *Newhaven* and *Bishopstone*, or either of them, comprised in and settled and assured by the said recited Will and the said Indenture of the Fourteenth Day of *June* One thousand eight hundred and twenty-three, or One of them, or for the general Improvement of the Estate hereby authorized to be leased, and to make and enter into such Stipulations with such Lessees, Tenants, or Occupiers, with respect to the same, as to the said Persons or Person so hereby empowered to set out and allot or appropriate any Part of the Premises for the Purposes aforesaid shall seem reasonable.

Leases void or voidable for Informalities may be confirmed.

XII. And be it enacted, That it shall be lawful for the Persons or Person in whom the aforesaid Power of leasing herein-before contained shall for the Time being be vested, at any Time or Times, to confirm any Lease or Leases to be granted by virtue of or under any of the Powers or Provisions herein contained, in any Case in which, for some technical Error or Informality in exercising the Power of leasing or of making Contracts, such Lease shall be voidable, or to grant any Lease or Leases in lieu of such former Lease or Leases or any of them, for any Time not exceeding the then Residue of the Term or Terms granted by such Lease or Leases respectively, and at or under the same yearly Rent or Rents as was or were or a larger Rent or Rents than was or were reserved by the former Lease or

Leases respectively, or to accept an actual or virtual Surrender of any Lease or Leases, and to make any Lease or Leases of the Lands or Hereditaments, with the Messuages, Warehouses, or other Buildings, Wharfs, Quays, Docks or Basins (if any) therein, comprised in any such former Lease or Leases, for any Time not exceeding the then Residue of the Term or Terms granted by such Lease or Leases respectively, and at apportioned Rents equal in Amount to or exceeding the former Rent or Rents, so as no one Rent (if it shall bear a greater Proportion to the entire Rent to be so apportioned than the Rack-rent Value of the Lands and Hereditaments upon which the same is to be reserved bears to the Lands and Hereditaments upon which such entire Rent was before reserved) shall exceed One Fourth Part of the Rack-rent Value of the Ground, and of the Houses and Buildings and Improvements erected, built, made, or constructed, or to be erected, built, made, or constructed thereon, upon which such Rent is to be reserved when finished and fit for Habitation, but if the whole of the former Rent or Rents shall be secured on competent Parts or a competent Part of the Land or Hereditaments comprised in such former Lease, according to the Intent and Meaning of this present Clause, then (but not otherwise) the Residue of the Land or Hereditaments comprised in such former Lease may be demised or leased, if the same should be thought advisable, at the yearly Rent of a Peppercorn, so nevertheless as no Fine or Premium, or no Fine or Premium except an additional Rent or Rents, shall be taken for making or giving any such new Lease or Leases, Confirmation or Confirmations respectively, and so as the Lessee or Lessees whose Lease or Leases shall be so confirmed, or to whom any such Lease or Leases shall be granted in lieu of such former Lease or Leases as aforesaid, do consent to accept such Confirmation or new Leases, and to execute a Counterpart of such new Lease or confirmed Lease.

Power to accept Surrender of Lease, and to regrant.

XIII. Provided always, and be it enacted, That it shall be lawful for the Persons or Person in whom the aforesaid Power of leasing herein-before contained shall for the Time being be vested, in case, and at any Time or Times, to obtain or accept a Surrender of any Lease or Leases then existing of any of the Hereditaments aforesaid, and afterwards, by virtue of or under the Powers and Provisions of this Act or any of them, to demise and lease the Hereditaments comprised in such surrendered Lease, or any of them, or any Part thereof, either alone or together with any of the Hereditaments aforesaid not comprised in such surrendered Lease, to the Person or Persons entitled to such surrendered Lease or Leases, or any other Persons or Person, or, without previously obtaining such Surrender, to demise and lease the Hereditaments comprised in any Lease or Leases then existing, or any of them, or any Part thereof, either alone or together with any other of the said Hereditaments, to the Person or Persons entitled to such existing Lease or Leases, such Lease or Leases respectively to be granted under this present Power not to exceed Ninety-eight Years from the Commencement of such Lease, and to be consistent with or agreeable to the Powers of leasing herein contained, so far as the same may be applicable, and the Case will admit of, save and except that in granting such new Lease or Leases, and in fixing the Rent to be reserved in any such new Lease

or

or Leases, the Nature and Value of the pre-existing Lease or Leases respectively, and of the Estate or Interest of the Person or Persons entitled to such pre-existing Lease or Leases, shall be taken into consideration, and save and except also that any improved or increased Rent which shall or may be agreed to be paid for the Hereditaments to be demised by any such new Lease or Leases may be made to commence at the Period at which the pre-existing Lease or Leases would have determined by Effluxion of Time, or at any Time prior thereto, and that until the Commencement of the improved or increased Rent the Rent or Amount of Rents reserved by or payable under any pre-existing Lease or Leases shall or may be reserved and made payable in or by any such new Lease or Leases.

Certain Covenants in Leases may be released.

XIV. And whereas it happens in many Cases that the Strictness of the Covenants contained in Building, Repairing, or Improvement Leases operates detrimentally to the Estate, by preventing the Lessees and other Persons from making Improvements and Alterations which would benefit the same Estate, and the Circumstances of the Estate frequently require that many of the Covenants in the same Leases of the said Lands and Hereditaments should become released: Be it therefore enacted, That it shall be lawful for the Person or Persons in whom the said Power of leasing herein-before contained shall for the Time being be vested, from Time to Time to release the Person or Persons to whom any Leases shall have been granted under the Powers of this Act, and the Heirs, Executors, Administrators, and Assigns of such Person or Persons, of and from the Observance of any or either of the Covenants, Agreements, or Conditions in such Lease or respective Leases contained which the Person or Persons in whom the said Power of leasing herein-before contained shall for the Time being be vested shall consider may be released without Injury to the said Lands and Hereditaments or any Part or Parts thereof (except any Covenant or Agreement for Re-entry on Nonpayment of Rent), and provided that no Fine, Premium, or Foregift, or anything in the Nature thereof, shall be taken for the making or doing thereof; provided also, that a Memorandum or Memorandums of such Release or respective Releases, signed by the Person or Persons releasing the same, shall be indorsed on the Lease in which the Covenant so released is or may be contained.

Lessors may enter into Arrangements with Lessees for lighting, paving, &c.

XV. Provided always, and be it enacted, That it shall be lawful for the Persons or Person in whom the aforesaid Power of leasing herein-before contained shall for the Time being be vested, at any Time or Times after the passing of this Act, to make or enter into any Arrangement or Arrangements with the respective Lessees or Tenants of the Hereditaments hereby authorized to be leased, or with some or any of such Lessees or Tenants, either alone or in conjunction with any other Person or Persons, for the lighting, paving, draining, and cleansing, or for the general Improvement of the said Hereditaments or any of them, and the Roads, Streets, Ways, and Passages in and about the same, or for any of the Purposes aforesaid, and for such Purposes or any of them to give and grant or allow such Easements, Rights, Liberties, and Privileges to any Person or Persons whomsoever as shall or may be deemed expedient, and,

under

under and subject to such Provisoes, Conditions, and Restrictions as shall be deemed proper, and in consequence of or for carrying into effect any such Arrangement or any intended or contemplated Arrangement, for the Purposes aforesaid or any of them, in any Lease or Leases and Contract or Contracts to be respectively made and entered into by virtue of the Powers aforesaid or any of them, to insert or cause to be inserted in such Lease or Leases and Contract or Contracts or any of them such Covenants, Agreements, and Stipulations on the Part of the Lessee or respective Lessees, his, her, or their Executors, Administrators, and Assigns, and such Reservations, Provisoes, and Conditions as shall or may be thought requisite or proper; and all or any Leases or Contracts to be respectively made or entered into as aforesaid shall be valid and effectual, notwithstanding the Insertion therein of such Covenants, Agreements, and Stipulations, Reservations, Provisoes, and Conditions as last aforesaid, or any of them.

Act not to interfere with Powers in the Will and Settlement.

XVI. Provided always, and be it further enacted, That this Act shall not nor shall anything herein contained be construed or deemed or taken to revoke, repeal, suspend, annul, prejudice, lessen, or affect the Powers in the said recited Will and the said Indenture of Settlement of the Fourteenth Day of *June* One thousand eight hundred and twenty-three, or either of them, expressly or by reference contained, except so far as the same may be affected by the exercise of any of the Powers of this Act.

Lessor may enter into Arrangement with Lessees respecting Payment of Tithe Rent-charges.

XVII. Provided always, and be it enacted, That it shall be lawful for the Persons or Person in whom the aforesaid Power of leasing herein-before contained shall for the Time being be vested, if they or he shall think it expedient so to do, to enter into any Arrangement for the Payment by the Ground Landlord or Ground Landlords for the Time being of the Tithe Rent-charge for the Time being payable for or in respect of the said Hereditaments situate in the said Parishes of *Newhaven* and *Bishopstone* respectively, or any of the same Hereditaments, or any Part thereof respectively, in exoneration of the respective Lessees or Tenants of the said Premises, or some or any of them, therefrom, and to accept and agree to accept, and to reserve and agree to reserve, an additional or increased Rents or Rent in consideration thereof, and in any Lease or Leases and Contract or Contracts to enter into such Stipulations and Agreements with respect to the Tithe Rent-charges to which the Premises thereby demised or leased and agreed to be demised or leased respectively are or may be respectively liable, or any Part thereof, as upon a due Consideration of all Circumstances shall seem advisable; and all and every Leases and Lease, and Contracts and Contract for granting Leases or a Lease, under the Powers aforesaid, shall be valid and effectual, notwithstanding any such Stipulations or Agreements.

Leases may be granted for making Tramroads and Waterways.

XVIII. And be it enacted, That it shall be lawful for the Person or Persons in whom the Power of leasing herein contained shall for the Time being be vested, at any Time or Times after the passing of this Act, by any such Deed or Deeds as aforesaid, and either in pursuance of any such Contract as aforesaid or otherwise, to demise, lease,

lease, or grant any Part or Parts of the said Hereditaments situate in the said Parishes of *Newhaven* and *Bishopstone*, or either of them, or in the Neighbourhood thereof, comprised in and settled and assured by the said recited Indenture of the Fourteenth Day of *June* One thousand eight hundred and twenty-three, and the Recovery suffered in pursuance thereof, or One of them, to any Person or Persons who shall be willing to make or construct any Railway or Tramroad, Railways or Tramroads, in, through, or upon the same Hereditaments or any Part thereof, or to make or construct any Culvert or Waterway, or to lay any Pipe or Pipes for the Conveyance of Water under, through, over, or upon the same Hereditaments or any Part thereof, or without executing any such Demise or Lease of the said Hereditaments, by any such Deed or Deeds as aforesaid to grant Liberty and Licence to any such Person or Persons to make or construct any such Railway or Tramroad, Culvert or Waterway, or to lay any such Pipes in, over, or through the same Hereditaments or any Part thereof, for the Purposes aforesaid; and every such Lease, Demise, or Licence may be made and granted respectively for any Term or Number of Years not exceeding Ninety-nine Years, in possession, together with full Power or Authority for such Lessee or Grantee to remove any Buildings which may be standing on the Land or Ground so to be leased, or in, over, or upon which such Liberty and Licence may be granted, together with all such Privileges and Liberties, to be exercised either in, over, or upon the Hereditaments which may be so leased or demised, or in, over, or upon which such Licence or Licences may be granted, or in, over, or upon any other of the said Lands and Hereditaments in respect whereof the Powers of leasing in this Act contained are granted, as to the Person or Persons for the Time being exercising this present Power shall seem reasonable to be granted or given for enabling or facilitating the making, constructing, repairing, and keeping in repair, and for securing the full Use, Benefit, Advantage, and Enjoyment of the Works in respect whereof such Lease or Leases, Licence or Licences, may be granted; so that there be reserved in every such Demise, Lease, Grant, or Licence the best and most improved yearly Rent or Rents that can be reasonably had or gotten or ought to be reserved or made payable for the same respectively, such Rent to be reserved or made payable quarterly, free from all Deductions whatsoever (except the Income or Property Tax, the Land Tax, the Sewers Rate, or other Outgoings usually paid by Landlords, or such of them as it may be thought fit to except, and which Exception shall be or not be made at the Discretion of the Person or Persons for the Time being exercising this present Power); and so as every such Lease, Demise, or Grant be made without taking any Fine, Premium, or Foregift, or anything in the Nature thereof; with proper Covenants for keeping the Premises in repair, and to surrender and leave in repair the Premises in the same Lease or Licence, with the Works thereon, at the End of the Term of such Lease, Demise, or Grant respectively; and so that there be reserved in every such Lease, Demise, Grant, and Licence respectively a Proviso or Condition of Re-entry for Nonpayment of the Rent or Rents to be thereby reserved, or any Part thereof, for the Space of Thirty Days after the same shall become due and payable, or for Nonperformance of any of the Covenants, Provisoes, and Conditions

ditions therein contained on the Part of the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, which are hereby required to be contained in any such Lease, Demise, Grant, or Licence, and with full Power for the Person or Persons for the Time being exercising this present Power to make such Proviso or Condition for Re-entry applicable to a Breach or Nonperformance of such Covenants as such Person or Persons is and are hereby authorized to require or insert, at his, her, or their Discretion; and in such Lease, Demise, or Grant may be inserted and required, at the Discretion of the Person or Persons for the Time being exercising this present Power, Covenants, Restrictions, or Provisions for regulating the Use of any such Tramroad or Railway, and for preventing the same or the Use thereof, or any other Works in respect or for the Purposes whereof any Demise, Lease, Grant, or Licence is by this present Power authorized to be granted, from being or becoming a Nuisance or Annoyance to any other of the Lessees or Lessee; and there may be inserted, at the like Discretion, in any and every such Lease, Demise, Grant, or Licence, such Exception and Reservation of Drains, Sewers, Passages, and free Runnings of Water, and all such other Exceptions and Reservations as may be considered necessary or convenient for preventing any of the Works in respect or for the Purposes whereof this present Power is granted from interfering with or hindering (except so far as may be absolutely necessary) the Exercise of any other of the Powers of this Act; and every or any such Lease, Demise, Grant, or Licence may also contain any Covenants, Provisoes, or Conditions restrictive of the Rights of any such Lessee or Lessees, Grantee or Grantees, and regulating or relating to the Mode of Enjoyment by him, her, or them, or the Tenant or Tenants of the Premises, either individually or between themselves or any of them, as may be deemed reasonable, nevertheless the respective Lessees and Grantees shall execute Counterparts of the Deeds by which their respective Estates and Interests shall be granted.

Expenses of Act.

XIX. And be it further enacted, That all Sum and Sums of Money, Costs, Charges, and Expenses, which have been or shall be paid or incurred preparatory and with a view to this Act, and in obtaining and passing the same, and of or relating to any Application to the Court of Chancery, or any other Proceedings for ascertaining, taxing, and settling the Amount thereof, and of the Proceedings and Instruments for securing the same, shall be paid by the said *George Augustus Frederick Charles* Earl of *Sheffield*, his Executors or Administrators; but the Amount thereof, with Interest for the same from the Expiration of One Year from the passing of this Act, shall be a Charge on the Hereditaments situate in the said Parishes of *Newhaven* and *Bishopstone* comprised in and settled and assured by the said recited Will and Settlement of the Fourteenth Day of *June* One thousand eight hundred and twenty-three, and the Recovery suffered in pursuance thereof, or one of them.

Tenant for Life empowered to raise Amount of taxed Costs

XX. And be it further enacted, That it shall be lawful for the said *George Augustus Frederick Charles* Earl of *Sheffield*, or other the Person for the Time being entitled, under the Limitations in the said recited Will and the said Indenture of the Fourteenth Day of *June*

June One thousand eight hundred and twenty-three, or one of them, contained, to the First Estate of Freehold in the Hereditaments situate in the said Parishes of *Newhaven* and *Bishopstone* comprised in and settled and assured by the said recited Will and the said Indenture of the Fourteenth Day of *June* One thousand eight hundred and twenty-three, and if such Person shall be under the Age of Twenty-one Years, then for his Guardian or Guardians, by any Deed or Deeds in Writing, to be sealed and delivered in the Presence of and to be attested by Two or more credible Witnesses, to limit or appoint all or any Part or Parts of the said Hereditaments hereinbefore charged with the Payment of the said Costs, Charges, and Expenses, to any Person or Persons whomsoever, for any Term or Terms of Years, without Impeachment of Waste, for securing the Amount of such Sum and Sums of Money, Costs, Charges, and Expenses aforesaid, when the same shall have been ascertained, taxed, and settled by the said Court of Chancery, and subject to a Proviso for the Cesser of such Term on Payment by the Person or Persons for the Time being entitled to the said Hereditaments under and by virtue of the said recited Will and Settlement of the Fourteenth Day of *June* One thousand eight hundred and twenty-three, to the said *George Augustus Frederick Charles* Earl of *Sheffield*, his Executors, Administrators, or Assigns, of such Amount, together with Interest for the same from the Expiration of One Year from the passing of this Act, such Interest to be paid half-yearly, provided that the said *George Augustus Frederick Charles* Earl of *Sheffield*, and other the Persons successively entitled under the said recited Will and the said Settlement of the Fourteenth Day of *June* One thousand eight hundred and twenty-three, or one of them, to the Rents and Profits of the Lands and Hereditaments to be comprised in such Mortgage, shall keep down the Interest which shall accrue during their respective Lives in respect of the Sum so to be secured as aforesaid, and shall be chargeable with such Interest during the Continuance of their respective Estates therein, and that no greater Arrear than for One Year shall be recoverable against any Person who shall become entitled in remainder for Interest accrued during the Estate of any Person or Persons entitled to any preceding Estate or Interest in the Premises under the said Will and Settlement, or either of them. of the Act by Mortgage.

XXI. And be it further enacted, That it shall be lawful for the High Court of Chancery from Time to Time, upon the Petition, to be preferred in a summary Way, of the said *George Augustus Frederick Charles* Earl of *Sheffield*, or upon the Petition of the Executors or Administrators of the said *George Augustus Frederick Charles* Earl of *Sheffield*, and on Notice to the Person for the Time being entitled, under the Limitations in the said recited Will and the said Settlement of the Fourteenth Day of *June* One thousand eight hundred and twenty-three, contained, to the First Estate of Freehold in the Hereditaments comprised in and settled and assured by the same Will and Settlement, or his Guardians or Guardian, to make such Order as to the said Court shall seem meet for ascertaining, taxing, and settling the Sum and Sums of Money, Charges, and Expenses herein-before authorized to be paid and charged as aforesaid. Court of Chancery may make Orders for taxing Costs.

XXII. Saving

General Saving.

XXII. Saving nevertheless to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all Persons, Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the Person or Persons claiming or to claim any Right, Title, Interest, or Charge in or upon the said Hereditaments herein-before authorized to be leased, under or in respect of the said Mortgage Securities specified in the said Schedule hereto, and other than and except the said *Freeman Thomas* and *Francis Barlow Robinson*, their Executors, Administrators, and Assigns, and other the personal Representatives of the said *Thomas* Earl of *Chichester*, and the Trustees and Trustee for the Time being of the said Term of One thousand Years created by the said Indenture of Settlement of the Nineteenth Day of *January* One thousand seven hundred and ninety-eight, and the said *Arthur Charles Legge* and *Charles Legge*, their Executors and Administrators, and the said *George Augustus Frederick Charles* Earl of *Sheffield*, *Edwin Lascelles*, and *Daniel Finch*, as such surviving Trustees of the said recited Indenture of the Thirteenth Day of *June* One thousand eight hundred and twenty-seven, as aforesaid, and each and every of them, and other the Trustees and Trustee for the Time being of the said recited Indenture of the Thirteenth Day of *June* One thousand eight hundred and twenty-seven, and all and every other the Person or Persons to whom any Estate, Right, Title, Interest, Trust, Benefit, or Advantage under the same Indenture, or the Trusts thereof, may have devolved or shall devolve, and the said Sir *John Dodson*, his Heirs, Executors, and Administrators, and other the Trustees and Trustee for the Time being of the said recited Will and the said Indenture of the Fourteenth Day of *June* One thousand eight hundred and twenty-three, or one of them, and the said *Benjamin Way* and *Lewis Way*, their Heirs, Executors, and Administrators, and other the Trustees and Trustee for the Time being of the said recited Indenture of the Fourteenth Day of *June* One thousand eight hundred and twenty-three, and other than and except the said *George Augustus Frederick Charles* Earl of *Sheffield*, and the Heirs Male of his Body, and the said *Henry North Holroyd* Viscount *Pevensey* and the Heirs Male of his Body, and the said *Douglas Edward Holroyd* and the Heirs Male of his Body, and all and every other the Son and Sons of the said *George Augustus Frederick Charles* Earl of *Sheffield*, whether now born or hereafter to be born, and the Heirs Male of their Bodies, severally and respectively, and the said *Edward John* Baron *Eddisbury* and the Heirs Male of his Body, and the said *Henry Edward John Stanley* and the Heirs Male of his Body, and the said *Harriet* Countess of *Sheffield*, her Executors, Administrators, and Assigns, and the said *Edwin Lascelles*, his Heirs, Executors, Administrators, and Assigns, and other the Trustee or Trustees for the Time being of the said recited Indenture of the Fourth Day of *June* One thousand eight hundred and twenty-five, and all and every other the Person or Persons claiming or to claim any Estate, Right, Title, or Interest under or by virtue of the said recited Will of the said *John* Earl of *Sheffield*, and the said Settlement of the Fourteenth Day of *June* One thousand eight hundred and twenty-three, and the Recovery suffered in pursuance thereof, and each of the same Assurances, in remainder or reversion or expectant on or after or on the Determination or in defeasance

defeasance of the said Estate Tail of the said *Henry Edward John Stanley*, or under the future Exercise of any or either of the Powers or Provisions in the same Will and Settlement, or either of them, contained, and the right Heirs of the said *John* Earl of *Sheffield*,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, out of, or upon the said Hereditaments or any Part thereof, as they or any of them had before the passing of this Act, or would, could, or might have had or enjoyed in case this Act had not been passed.

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

XXIII. 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.

SCHEDULE referred to in the foregoing Act.

A DEED of Assignment of Three Parts, bearing Date Fourteenth Day of June One thousand eight hundred and thirty-three, and made between Charles Ross, Esquire, of the First Part, the Right Honourable George Augustus Frederick Charles Earl of Sheffield of the Second Part, and John Jones (who has since taken the additional Name of Bateman by virtue of a Royal Licence) of the Third Part, being a Transfer to the said John Jones Bateman of a Mortgage for Three thousand Pounds and Interest, secured by a Term of One thousand Years created by Deeds dated the Twenty-first and Twenty-second March One thousand seven hundred and ninety-one, and the Release being of Three Parts, and made between Edward Gibbon, Esquire, of the First Part, John Thomas Batt, Esquire, of the Second Part, and the said John Lord Sheffield of the Third Part, in the Manor of Meeching otherwise Newhaven, and Plompton Piddinghoe, in the County of Sussex, and in the Rights, Royalties, Members, and Appurtenances, and in all Houses, Gardens, Lands, Tenements, and Hereditaments thereto belonging or appertaining, situate in the Towns, Parishes, Villages, Hamlets, and Precincts of Meeching otherwise Newhaven aforesaid, Denton, and Piddinghoe, or in some or One of them, and which Mortgage and Term, after certain Mesne Assignments and other Acts in the Law, became vested in the said Charles Ross absolutely, and which said Term of One thousand Years, or the Residue thereof, was, by the said Indenture of the Fourteenth of June One thousand eight hundred and thirty-three, assigned to the said John Jones Bateman.

LONDON: Printed by GEORGE E. EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1848.