ANNO PRIMO

VICTORIÆ REGINÆ.

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'*and of all others interested in a certain Duty of Twelve-pence* per '*Chaldron on Coals shipped in the River* Tyne *to be consumed in* 'England, *and to grant a Compensation for the same by way of* '*Annuity, payable out of the Consolidated Fund,*' it was enacted, that a Contract and Agreement therein recited to have been made and entered into by and between the Right Honourable *William Pitt*, the Right Honourable *Sylvester Douglas*, and *Charles Small Pybus* Esquire, as Three of the Commissioners of His Majesty's Treasury, with the Most Noble *Charles* Third and then Duke of *Richmond*, for the absolute Purchase or Surrender of all the Estate, Right, Title, and Interest of him the said *Charles* then Duke of *Richmond* and the Heirs Male of his Body, and of the Right Honourable *George Henry Lennox* commonly called Lord *George Henry Lennox* (Brother of the said *Charles* then Duke of *Richmond*), and the Heirs Male of his Body, and of the Heirs of the Body of *Charles* First Duke of *Richmond*, and of all other Persons, under or by virtue of the Letters Patent or Act of Parliament therein respectively recited, or otherwise, of and in the Duties therein mentioned of Twelve-pence upon every Chaldron of such Coals of the Water Measure of *Newcastle-upon-Tyne*, as therein mentioned, and for all the Rights, Privileges, Profits, and other Advantages whatsoever belonging thereto, and every Clause, Article, and Thing in the said Contract and Agreement contained, should be and the same were thereby fully and absolutely ratified, confirmed, and established; and it was thereby further enacted, that the Annuity of Nineteen thousand Pounds, agreed upon as the Consideration for such Purchase or Surrender of the said Coal Duty as aforesaid, should be issuing out of and charged and chargeable upon the Consolidated Fund, after paying or reserving sufficient to pay all such Sum and Sums of Money as had been directed by any former Act or Acts of Parliament to be paid out of the same, (but with such Preference to all other Payments out of the said Fund as in the said Contract or Agreement therein-before recited and confirmed was mentioned,) and be payable free and clear from all Deductions and Taxes whatsoever, quarterly, on the Days therein mentioned, and be accordingly paid to the said *Charles* then Duke of *Richmond* and the Heirs Male of his Body, and in default of Heirs Male of his Body, then unto the said Lord *George Henry Lennox* and the Heirs Male of his Body, and in default of the Heirs Male of his Body, then unto the Heirs of the Body of the said *Charles* First Duke of *Richmond*, and in default of Heirs of the Body of the said *Charles* First Duke of *Richmond* the said Annuity should belong to and revert or be considered as reverting to His Majesty, His Heirs and Successors; and, after various other Enactments enforcing the Payment of the said Annuity, and regulating the Acquittance for the same, it was thereby further enacted, that in case the said *Charles* then Duke of *Richmond*, or the Person or Persons who should for the Time being be entitled to the said Annuity of Nineteen thousand Pounds so to be chargeable on the Consolidated Fund, or if such Person or Persons should be under the Age of Twenty-one Years, then his, her, or their Guardian or Guardians for the Time being, should at any Time after the Expiration of the Year One thousand eight hundred and eight be desirous that the said Annuity or any Part should be funded or redeemed by the Commissioners of the Treasury or the Lord High Treasurer for

the Time being, and should give Six Months Notice in Writing under his or their Hand or Hands of such his or their Desire to the said Commissioners of the Treasury, or any Three or more of them, or to the Lord High Treasurer, for the Time being, then and in such Case the said Commissioners of the Treasury, or any Three or more of them, or the Lord High Treasurer, for the Time being, should from Time to Time direct that by and out of any Public Monies in the Receipt of the Exchequer applicable to the Supplies and Services of the then current Year there should accordingly be purchased and invested in the Names of the Lord High Treasurer or the First Commissioner of the Treasury for the Time being, and of the Right Honourable *Henry* Earl *Bathurst*, the Honourable *George Berkeley*, Rear Admiral of His Majesty's Fleet, the Honourable *Cropley Ashley* (now the Right Honourable *Cropley Ashley* Earl of *Shaftesbury*), and *Robert Steele* of *Lincoln's Inn* in the County of *Middlesex*, Esquire, or such other Trustee or Trustees as should be appointed in the Manner therein mentioned, so much of the Three Pounds *per Centum* Consolidated Bank Annuities as should produce a clear yearly Annuity equal to the said Annuity of Nineteen thousand Pounds, or to so much thereof as the said *Charles* then Duke of *Richmond*, or the Person or Persons so for the Time being entitled as aforesaid, should require to be redeemed; and the said Three Pounds *per Centum* Consolidated Bank Annuities so to be purchased and invested as aforesaid should be vested in, and the Dividends to be received thereon should be payable to, the said Lord High Treasurer or First Commissioner of the Treasury, and the aforesaid other Trustees thereof for the Time being, in Trust for the said *Charles* then Duke of *Richmond* and such other Person or Persons as (exclusively of His Majesty, His Heirs and Successors,) would for the Time being have been entitled to the said Annuity of Nineteen thousand Pounds in case the same had not been funded or redeemed, and in default of Heirs of the Body of the said *Charles* First Duke of *Richmond*, in Trust for His Majesty, His Heirs and Successors; and it was thereby further enacted, that in case the said *Charles* then Duke of *Richmond*, or the Person or Persons who should for the Time being be so entitled as aforesaid, should at any Time before the Expiration of the Year One thousand eight hundred and eight be desirous that any Part of the said Annuity thereby charged on the Consolidated Fund, not exceeding One Third Part thereof, should be funded or redeemed, and should give such Notice as aforesaid of such his or their Desire to the said Commissioners or Lord High Treasurer for the Time being, then and in such Case the said Commissioners, or any Three or more of them, or the Lord High Treasurer, for the Time being, should direct that by and out of such Public Monies as aforesaid there should accordingly, on the Expiration of such Notice, be purchased and invested in the Names of the First Commissioner of the Treasury or the Lord High Treasurer for the Time being, and such other Trustees as are therein-before mentioned, so much of the Three Pounds *per Centum* Consolidated Bank Annuities as should be sufficient to produce an Annuity equal to so much of the said Annuity of Nineteen thousand Pounds as the said *Charles* then Duke of *Richmond*, or the Person or Persons entitled as aforesaid, should require to be funded or redeemed, and the Annuity so to be produced from the said

said Three Pounds *per Centum* Consolidated Bank Annuities should be in Trust as aforesaid; and it was thereby further enacted, that, notwithstanding any thing therein-before contained, it should be lawful for the Commissioners of His Majesty's Treasury or the Lord High Treasurer for the Time being, at any Time either before or after the Expiration of the Year One thousand eight hundred and eight, if they should deem it expedient, to fund or redeem the Whole or any Part of the said Annuity of Nineteen thousand Pounds thereby charged upon the Consolidated Fund, upon the same Terms and in the same Manner as they were thereby required to fund or redeem the same upon the Application of the said *Charles* then Duke of *Richmond*, or the Person or Persons so for the Time being entitled as aforesaid, at any Time after the Expiration of the Year One thousand eight hundred and eight; and it was thereby further enacted, that in case and when the said Commissioners of the Treasury, or any Three or more of them, or the Lord High Treasurer, for the Time being, should have made any such Investment as therein-before mentioned, then and immediately thereupon the said Annuity of Nineteen thousand Pounds thereby charged upon the Consolidated Fund, or so much thereof as should have been funded or redeemed by such Investment, should cease and determine and be no longer payable: And whereas by an Act of Parliament passed in the Thirty-ninth and Fortieth Years of the Reign of His said late Majesty King *George* the Third, intituled *An Act for enabling the Most Noble* Charles *Duke of* Richmond *and the Duke of* Richmond *for the Time being to charge with Jointures the Annuity of Nineteen thousand Pounds, (payable out of the Consolidated Fund in lieu of the Coal Duty granted by King* Charles *the Second to* Charles *First Duke of* Richmond *and the Heirs of his Body,) and the Stocks on Transfer of which the said Annuity is made redeemable, and for enabling the Sale of Part of the said Stocks, and investing the Money arising from any such Sale in the Purchase of Manors, Lands, and Hereditaments, and for other Purposes*, after an Enactment empowering the said *Charles* then Duke of *Richmond* to charge, by way of Jointure for any Woman or Women whom he should marry, any Annuity or yearly Sum not exceeding the Sum of Two thousand Pounds, to be issuing and payable out of the said Annuity of Nineteen thousand Pounds, or so much thereof as should not have been funded or redeemed, and also out of the Dividends and annual Proceeds of the said Three *per Centum* Consolidated Bank Annuities which should have been purchased and invested as aforesaid, it was further enacted, that it should be lawful for the said Lord *George Henry Lennox* and *Charles Lennox* (the only Son of the said Lord *George Henry Lennox*, and afterwards Fourth Duke of *Richmond*,) respectively, in case and when they should respectively be entitled in Possession to the said Annuity of Nineteen thousand Pounds, or to the Dividends and annual Proceeds of the said Three Pounds *per Centum* Consolidated Bank Annuities so to be purchased and invested as aforesaid, but subject and without Prejudice to the Annuity or Annuities, yearly Sum or Sums (if any), which should be then subsisting and payable by way of Jointure of the said Annuity of Nineteen thousand Pounds or such Dividends and annual Proceeds under any Grant, Limitation, or Appointment to be made in pursuance of any Power in that Act contained,

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contained, by any Deed or Deeds or Writing or Writings, with or without Power of Revocation, to be by the said Lord *George Henry Lennox* and the said *Charles Lennox* respectively sealed and delivered in the Presence of Two or more credible Witnesses, to grant, limit, or appoint unto their Wives, the Lady *Louisa Lennox* (then the Wife of the said Lord *George Henry Lennox*) and the Lady *Charlotte Lennox* (then the Wife of the said *Charles Lennox*, and now Duchess Dowager of *Richmond*,) respectively, or before or after any future Marriages of them the said Lord *George Henry Lennox* and *Charles Lennox* respectively to any other Woman or Women whom they respectively might marry and take to Wife after the Deaths of their said then Wives, for and during the Lives of their said then or such future Wives respectively (as the Case might happen), and for their respective Jointures, in bar of Dower as therein-after was provided, any Annuity or yearly Sum not exceeding the Sum of Two thousand Pounds of lawful Money of *Great Britain*, clear of all Taxes, Charges, and Deductions whatsoever, whether by Act of Parliament or otherwise howsoever, to commence and take effect immediately after the Decease of such of them the said Lord *George Henry Lennox* and *Charles Lennox* as should grant, limit, or appoint the same, and to be issuing and payable out of the said Annuity of Nineteen thousand Pounds, or so much thereof as should not have been funded or redeemed, and also out of the Dividends and annual Proceeds of the said Three Pounds *per Centum* Consolidated Bank Annuities which should be or have been purchased and invested as aforesaid, and to be paid and payable by equal Half-yearly Payments on the Fifth Day of *January* and the Fifth Day of *July* in every Year, and the first of the said Half-yearly Payments to be made on such of the said Days as should next happen after the Decease of the said Lord *George Henry Lennox* and *Charles Lennox* respectively; and it was thereby further enacted, that it should be lawful for the Person who for the Time being, after the Death of the Survivor of them the said *Charles* then Duke of *Richmond* and Lord *George Henry Lennox* and *Charles Lennox*, should be entitled in Possession to the said Annuity of Nineteen thousand Pounds, or to the Dividends and annual Proceeds of the said Three Pounds *per Centum* Consolidated Bank Annuities so to be purchased and invested as aforesaid, and should be Duke of *Richmond*, either before or after his Marriage with any Woman or Women, by any Deed or Deeds or Writing or Writings, with or without Power of Revocation, to be by him sealed and delivered in the Presence of Two or more credible Witnesses, (but subject and without Prejudice to the Annuity or Annuities, yearly Sum or Sums (if any) which should be then subsisting and payable by way of Jointure or Jointures out of the said Annuity of Nineteen thousand Pounds or such Dividends and annual Proceeds by virtue of any Grant, Limitation, or Appointment to be made in pursuance of the Powers therein-before contained, and also subject to the annual Sums therein-after charged or made chargeable upon the said Annuity or Dividends respectively to or for the Benefit of the said Lady *Louisa Lennox* and Lady *Charlotte Lennox* respectively in case of the Death of the said Lord *George Henry Lennox* and *Charles Lennox* respectively in the Lifetime of the said *Charles* then Duke of *Richmond*, and of the said Duke dying without leaving any Issue Male,)

Male,) to grant, limit, and appoint unto such Woman or Women whom he should so marry, for her or their Life or Lives, and for her or their Jointure or Jointures, in bar of Dower as therein-after was expressed, any Annuity or yearly Sum not exceeding the Sum of Two thousand Pounds of like lawful Money, clear of all Taxes, Charges, and Deductions whatsoever, by Act of Parliament or otherwise howsoever, to commence and take effect immediately after the Decease of the Person granting, limiting, or appointing the same, and to be issuing and payable out of the said Annuity of Nineteen thousand Pounds, or so much thereof as should not have been funded and redeemed, and also out of the Dividends and annual Proceeds of the said Three Pounds *per Centum* Consolidated Bank Annuities so to be purchased and invested as aforesaid, and to be paid and payable by equal half-yearly Payments on the Fifth Day of *January* and the Fifth Day of *July* in every Year, and the first of the said half-yearly Payments to be made on such of the said Days as should first happen after the Decease of the Person who should have appointed the Annuity or yearly Sum last therein-before authorized; and it was thereby further enacted, that every Annuity or yearly Sum which should be so granted, limited, or appointed by way of Jointure by the said *Charles* then Duke of *Richmond*, or the said Lord *George Henry Lennox*, or the said *Charles Lennox*, or the Person for the Time being entitled in Possession as aforesaid (being Duke of *Richmond*), in pursuance of the Power in that Act contained, whether granted before or after Marriage, should be taken to be in full for the Jointure or Jointures of the Woman or Women to whom the same should be so granted or limited, and in recompence, satisfaction, and bar of all Dower, Title of Dower, and Thirds which she or they respectively should or might at any Time claim, demand, or might otherwise be entitled to of, in, to, or out of the said Annuity of Nineteen thousand Pounds, or the Dividends and annual Proceeds of the said Three Pounds *per Centum* Consolidated Bank Annuities, or of, in, to, or out of the Manors, Messuages, Lands, Tenements, or Hereditaments which should or might be purchased in pursuance of the Powers therein-after contained, or any Part thereof respectively, provided that such Annuity should at the Time of the granting thereof be declared by the Woman and her Trustees to whom such Annuity should be granted to be and be accepted and taken to be in bar of such Dower or Thirds, and that such Acceptance should be testified by such Woman and her Trustees sealing and delivering of the Grant of such Annuity; and it was thereby further enacted, that if the said *Charles* then Duke of *Richmond*, or the said Lord *George Henry Lennox*, or the said *Charles Lennox*, or any other Person for the Time being entitled in Possession as aforesaid, and being Duke of *Richmond*, should die leaving a Widow not provided for with a Jointure made before Marriage, and in bar of Dower, under the Power of jointuring therein contained, then and in every such Case the Widow of the Duke of *Richmond* for the Time being so dying should, by virtue of that Act (in case there should be no Contract or Agreement binding such Widow to the contrary), have the same Annuity by way of Jointure for her Life as if the said Power of jointuring had been exercised in her Favour in its fullest Extent, and such Annuity should commence at the same Time, and be payable half-yearly, and accordingly recoverable in the same Manner; but such Annuity should be

in bar of all Dower and Thirds as if it had been granted before Marriage under the Power of jointuring therein-before contained, and should in every respect be in full of all Provision for such Widow out of the said Annuity of Nineteen thousand Pounds, and the Dividends and Proceeds of the Three Pounds *per Centum* Consolidated Bank Annuities in which any Part of the said Annuity of Nineteen thousand Pounds should have been funded as aforesaid; and after Enactments charging the said Annuity of Nineteen thousand Pounds, or so much thereof as should not have been funded or redeemed, and also the Dividends and annual Proceeds of the said Three Pounds *per Centum* Consolidated Bank Annuities which should from Time to Time be purchased and invested as aforesaid, with the Payment of an Annuity or yearly Sum of One thousand Pounds unto the said Lady *Louisa Lennox* for her Life in case the said Lord *George Henry Lennox* should die in the Lifetime of the said *Charles* then Duke of *Richmond*, and the said *Charles* then Duke of *Richmond* should afterwards die in the Lifetime of the said Lady *Louisa Lennox* without leaving Issue Male of his Body, and with the Payment of an Annuity or yearly Sum of One thousand Pounds unto the said Lady *Charlotte Lennox* and her Assigns for her Life from and after the Decease of the said *Charles* then Duke of *Richmond*, and Failure of Issue Male of his Body, in the Event of the Death of the said *Charles Lennox* in the Lifetime of the said *Charles* then Duke of *Richmond* or of the said Lord *George Henry Lennox*, it was thereby provided and further enacted, that the said Annuity of Nineteen thousand Pounds, or the Dividends and annual Proceeds of the said Three Pounds *per Centum* Consolidated Bank Annuities, should not at one and the same Time be subject to the Payment of more than the yearly Sum of Four thousand Pounds for or in respect of any Jointure or Jointures which should be made in pursuance of the Powers therein-before contained, or which under the Provision therein-before also contained for the Case of a Widow not provided for with a Jointure before Marriage as aforesaid should accrue and become payable, or for or in respect of the said annual Sums so limited to the said Lady *Louisa Lennox* and Lady *Charlotte Lennox*; and it was thereby further enacted, that it should be lawful for the said Lord High Treasurer or the First Commissioner of the Treasury for the Time being, and for the said *Henry* Earl *Bathurst*, *George Berkeley*, *Cropley Ashley*, and the Right Honourable *Thomas Steele*, Joint Paymaster of the Forces (who had been appointed, as therein mentioned, a Trustee in the Room of the said *Robert Steele*), or such other Persons as by virtue of the said first-recited Act and of that Act should for the Time being be the other Trustees of the aforesaid Three Pounds *per Centum* Consolidated Bank Annuities, with the Consent and Approbation of the Person or Persons for the Time being entitled in Possession to the Dividends and annual Proceeds thereof, (subject to any such Annuity or Annuities as should become chargeable thereon under any Power therein-before contained,) such Consent and Approbation to be testified by Writing under his, her, or their Hand and Seal or Hands and Seals, and attested by Two or more credible Witnesses, to sell and dispose of the said Three Pounds *per Centum* Consolidated Bank Annuities, or any Part thereof, and to lay out and invest the Money to arise and be produced therefrom in or upon any other Government Stocks

or

or Funds in *Great Britain*, or at Interest on any Real Securities in *Great Britain*, or if an Union should take place between *Great Britain* and *Ireland*, then and from thenceforth as to any Part of such Money, not exceeding One Fourth Part thereof, on any Real Securities in *Ireland* in the Names of the said Trustees respectively, and from Time to Time (with the like Consent and Approbation as aforesaid) to alter, vary, and change all or any of such other Government Stocks or Funds, or of such Real Securities, for any other such Stocks, Funds, or Securities, and so from Time to Time as often as should be thought expedient, and for that Purpose to receive Money and give Receipts for the same, and to do all other Acts which should be requisite; and all such other Stocks, Funds, and Securities should be subject always to the Trusts in and by that Act declared concerning the said Three Pounds *per Centum* Consolidated Bank Annuities; and it was thereby further enacted, that it should be lawful for the said Lord High Treasurer or First Commissioner of the Treasury for the Time being, and such other Trustees as aforesaid (with such Consent and Approbation as aforesaid), at any Time or Times to sell and dispose of the said Three Pounds *per Centum* Consolidated Bank Annuities, or any Part thereof, or of all or any of the Stocks, Funds, or Securities which under that Act should be substituted for the said Three Pounds *per Centum* Consolidated Bank Annuities, but nevertheless so that there should always be and remain either One Fourth Part of the said Annuity of Nineteen thousand Pounds, or so much thereof, or of the said Three Pounds *per Centum* Consolidated Bank Annuities, or of the said other Stocks, Funds, or Securities, or partly of the said Annuity of Nineteen thousand Pounds, and partly of the Bank Annuities, or the said other Stocks, Funds, or Securities, as should secure a clear yearly Income equal to One Fourth Part of the said Annuity of Nineteen thousand Pounds, and to lay out and invest the Monies from Time to Time to arise and be produced from any such Sale or Disposition in the Purchase of any Freehold Manors, Lands, Tenements, and Hereditaments of a good Estate of Inheritance in Fee Simple in Possession, whether belonging to the Duke of *Richmond* for the Time being, or any other Person or Persons, to be free from Incumbrances (except Fee Farm and Quit Rents and other Rents Service), and to be situate in any Part of *Great Britain*, or if an Union between *Great Britain* and *Ireland* should take place, then and from thenceforth for and in respect of any Part of such Money, not exceeding One Fourth Part thereof, to be situate in *Ireland*; and the said Freehold Manors, Lands, Tenements, and Hereditaments should, when so purchased, be forthwith settled, conveyed, and assured to the Use of such Persons and for such Estates as the said Annuity of Nineteen thousand Pounds would, by virtue of the Limitations in that Act contained, have stood limited in case the same had not been funded and redeemed; provided always, and it was thereby further enacted, that the Manors, Lands, Tenements, and Hereditaments so to be purchased as aforesaid should not be subject to Dower of the Wife or Wives of the said *Charles* then Duke of *Richmond*, or of any of the Persons who might successively be seised thereof, under the Limitations aforesaid, or subject to or charged or chargeable with any of the Annuities or yearly Sums which by virtue of that Act or by an Exercise of the Powers therein

contained should be charged and chargeable upon and issuing and payable out of the said Annuity of Nineteen thousand Pounds, or the Dividends and annual Proceeds of the said Three Pounds *per Centum* Consolidated Bank Annuities, and other Stocks, Funds, and Securities, or any Part thereof, but the said Annuities or yearly Sums should respectively remain and continue charged and chargeable upon and issuing and payable out of such Parts only of the said Annuity of Nineteen thousand Pounds as should not have been funded and redeemed, and the Dividends and Proceeds of such of the said Bank Annuities, and other Stocks, Funds, and Securities, as should not have been sold or disposed of for making such Purchase or Purchases as aforesaid; and after certain Enactments empowering the Person or Persons for the Time being in the Possession of or entitled to the Rents and Profits of the said Manors, Lands, Tenements, and Hereditaments so from Time to Time to be purchased as aforesaid, to lease all or any of such Manors, Lands, Tenements, and Hereditaments (except such of them as should consist of a Capital Mansion House, Gardens, and Park, and as in the Conveyance or Conveyances thereof should be declared by the Lord High Treasurer for the Time being, or First Commissioner of the Treasury for the Time being, and his Co-trustees under that Act, and also by the Person or Persons who at the Time of making such Conveyance or Conveyances should be entitled to the Rents, Issues, and Profits of such purchased Estates, to be intended for the actual Residence and Occupation of those who for the Time being should be entitled in Possession to the Rents, Issues, and Profits of the same Estates,) to any Person or Persons, for any Term or Number of Years not exceeding Fifteen Years, under the Restrictions therein mentioned and contained, it was thereby further enacted; that it should not be lawful for the said *Charles* then Duke of *Richmond*, or the Person or Persons who for the Time being should be entitled in Possession to the Rents, Issues, and Profits of the Manors, Lands, Tenements, and Hereditaments so to be purchased and settled as aforesaid, to commit or permit any Kind of Waste in or upon such Manors, Lands, Tenements, and Hereditaments, or in or upon any Part thereof; and if the said *Charles* then Duke of *Richmond*, or any such other Person or Persons as aforesaid, should at any Time or Times commit or permit any such Waste, then and in every such Case the said Duke or any other such Person or Persons as aforesaid so committing or permitting any such Waste, and his or their Heirs, Executors, and Administrators, should be responsible in Damages to the Trustees for the Purposes of the Act now in recital for the Time being (exclusive of the said Lord High Treasurer or First Commissioner of the Treasury for the Time being), and should accordingly, by virtue of the Act now in recital, be suable at Law by the said Trustees (exclusive as aforesaid) in an Action upon the Case for such Damages; and in every such Action in which Judgment should be given for the Plaintiffs, Costs should be awarded against the Defendant or Defendants; and all such Monies as should be so recovered for Damages and Costs should, after Payment of all Expences and Charges which should be incurred or should arise in execution of that Part of the Trusts of the Act now in recital, be applied by the said Trustees for the Time being (exclusive as aforesaid) in Improvement of any of the Manors, Lands, Tenements, and Hereditaments so

to be purchased and settled as aforesaid, by Repairs, Buildings, Planting, Inclosure, Draining, or otherwise, in the same Manner as was therein-after directed concerning the Application of the residuary surplus Money from the Sale of Timber under the Provisions therein-after contained; and it was thereby further enacted, that it should not be lawful at any Time or Times to cut down or fell, or to cause to be cut down or felled, any Timber which should be growing or standing in or upon the Manors, Lands, and Hereditaments so to be purchased and settled as aforesaid, or any Part thereof, otherwise than in manner therein-after authorized; and if any such Timber should be felled or cut down in any other Manner than was therein-after authorized, the Person or Persons so felling or cutting down such Timber, or causing the same to be felled or cut down, should be responsible to the Trustees for the Purposes of the Act now in recital for the Time being (exclusive of the Lord High Treasurer or First Commissioner of the Treasury) for the Value of the Timber so felled and cut down, and should accordingly, by virtue of the Act now in recital, be suable by the said Trustees for the Time being (exclusive as aforesaid) in an Action upon the Case for the said Damages; and in every such Action in which Judgment should be given for the Plaintiffs Treble Costs should be awarded against the Defendant or Defendants; and all such Sums of Money as should be recovered for such Damages and Costs should, after Payment of all Charges and Expences which should be incurred or arise in the Execution of that Branch of the Trusts of the Act now in recital, be applied by the said Trustees for the Time being (exclusive as aforesaid) in the same Manner as therein-after was directed in respect of the residuary surplus Monies from the Sale of Timber under the Provisions for that Purpose therein-after mentioned; and it was thereby further enacted, that some Time in the Month of *November* in every Year a Survey and Valuation should be made, by some fit and proper Person or Persons to be appointed by the Trustees for the Purposes of the Act now in recital for the Time being (exclusive of the First Commissioner of the Treasury or Lord High Treasurer for the Time being), of all such Timber standing, growing, and being in or upon the said Manors, Lands, and Hereditaments so to be purchased and settled as aforesaid, as it should be the Wish of the said *Charles* then Duke of *Richmond*, or the Person for the Time being in Possession or entitled as aforesaid, to have cut down in the course of the ensuing Year, and as should be fit and in proper course or be otherwise advantageous or proper to be cut down, and such Survey and Valuation should be reduced into Writing, and being so written should be signed by the Person or Persons appointed to make the same, and be verified by his or their Oath or Oaths (to be administered to him or them by any Justice of the Peace, any such Justice being thereby authorized to administer the same accordingly); and after such Survey and Valuation should be made and sworn to as aforesaid it should be lawful for the said Trustees respectively (exclusive of the First Commissioner of the Treasury or Lord High Treasurer for the Time being), with the Consent and Approbation of the said *Charles* then Duke of *Richmond*, or the Person for the Time being in Possession or entitled to the Rents and Profits of the Manors, Lands, Tenements, and Hereditaments so to be purchased as aforesaid, and also with the

Consent and Approbation of the First Commissioner of the Treasury or Lord High Treasurer for the Time being (such Consents respectively to be testified by Writing under the Hands of the Persons giving the same), to order and direct that so much of the said Timber as should have been selected and marked for cutting by the Person or Persons making such Survey and Valuation should be forthwith cut down and felled, and sold and disposed of with all convenient Speed for such Sum or Sums as to the said Trustees (exclusive as aforesaid) should appear to be the best Price or Prices that could reasonably be had and obtained for the same; and it was thereby further enacted, that the Monies from Time to Time to arise and be produced by every Sale of Timber as aforesaid should be paid to and received by the said Trustees for the Time being (exclusive of the First Commissioner of the Treasury or Lord High Treasurer for the Time being as aforesaid), and the said Trustees (exclusive as aforesaid), after Payment of all Expences attending any such Valuation and Sale, should from Time to Time in the first place set apart and appropriate so much of the surplus Monies as at the Time when such Sale should be ordered as aforesaid should be equal in Amount to One Fourth Part of the then gross yearly Rental of the said Manors, Lands, Tenements, and Hereditaments which should be so purchased and settled as aforesaid, if the Produce of such Timber should amount to so much, and should from Time to Time by and out of the Monies which should be so set apart and appropriated, or by and out of the Monies produced by the Sale of such Timber, pay to the Person who at the Time of such Order as aforesaid should be in the Possession or entitled to the Rents, Issues, and Profits of the said Manors, Lands, Tenements, and Hereditaments so to be purchased and settled as aforesaid, or to his Executors or Administrators, Ten Pounds *per Centum* on the Amount of such gross yearly Rental, for the Purpose of paying and reimbursing to such Person the Charges and Expences which might have been incurred by him in the necessary and incidental Repairs of the said Estates, and should lay out and invest the Residue of the Monies (which should be so set apart and appropriated as aforesaid) in or upon any such Government Stocks or Funds as aforesaid, or at Interest on any such Real Securities as aforesaid, in the Names of the said Trustees for the Time being (exclusive of the First Commissioner of the Treasury or Lord High Treasurer for the Time being); and the said Trustees in whose Names the same should be so invested, and the Trustees of the said first herein-before recited Act and of the Act now in recital for the Time being (exclusive as aforesaid), should stand and be possessed of and interested in the said Stocks, Funds, and Securities upon the Trusts following; (that is to say,) upon Trust from Time to Time during the Life of the Person who should for the Time being be so in Possession or entitled to the said Manors, Lands, Tenements, and Hereditaments as aforesaid, at the Time such Timber should in manner aforesaid be ordered to be felled and cut down, to receive the Dividends and Interest and annual Proceeds of the said Stocks, Funds, and Securities, and to lay out and invest the same Dividends, Interest, and annual Proceeds in or upon any other such Stocks, Funds, and Securities as aforesaid, in the way of Accumulation, and so from Time to Time during the whole of the said Life as to the Interest, Dividends, and annual Proceeds of such

other

other Stocks, Funds, and Securities, or of any such Stocks, Funds, or Securities in or upon which any like Accumulations should afterwards during such Life be invested or placed out; and from and immediately after the Death of the Person so having been in the Possession or entitled as last aforesaid, then as to all the said original Stocks, Funds, and Securities, and also as to all those from such Accumulations as aforesaid, upon the Trusts therein mentioned for the Benefit of the Children of the Person so having been in Possession or entitled as last aforesaid (other than and except his eldest or only Son), or some or One of them; and it was thereby further enacted, that in case the Person so in Possession or entitled to the said Manor, Lands, Tenements, and Hereditaments as last aforesaid should die without having any Child or Children who should live to become entitled to the said last-mentioned Trust Stocks, Funds, and Securities, then and in such Case the Trustees thereof for the Time being should stand possessed of and interested in the same Trust Stocks, Funds, and Securities in Trust for the Executors or Administrators of the Person so dying having been in Possession and entitled as last aforesaid, and to assign, transfer, and make over the same accordingly; and as to, for, and concerning the Residue of the Surplus of the Monies which should from Time to Time arise and be produced by every such Sale of Timber so to be cut down and felled as aforesaid, after setting apart and appropriating so much thereof as is therein directed to be set apart and appropriated for the Purposes aforesaid, it was thereby further enacted, that the said Trustees of the Act now in recital for the Time being (exclusive of the Lord High Treasurer or First Commissioner of the Treasury for the Time being) should apply all such residuary Monies in such Improvement and Melioration of the said Manors, Lands, Tenements, and Hereditaments so to be purchased and settled as aforesaid, or of some Part thereof, by Buildings, Reparation, planting, inclosure, draining, or otherwise, as the Trustees of the Act now in recital for the Time being (exclusive of the Lord High Treasurer or First Commissioner of the Treasury), with the Consent of the said *Charles* then Duke of *Richmond*, or the Person or Persons seised of or entitled to the said Manors, Lands, Tenements, and Hereditaments in Possession for the Time being, or, in case of Infancy, his or their Guardian or Guardians for the Time being, should think most proper, or if the said Trustees for the Time being (exclusive as aforesaid), or a Majority of them, should disagree with the said *Charles* then Duke of *Richmond*, or the Person or Persons so seised or entitled as aforesaid, or his or their Guardian or Guardians, about the Manner of such Application, then as the Lord High Treasurer or First Commissioner of the Treasury for the Time being should, on a Reference to him by any of the Parties who should so differ, by any Writing or Writings to be sealed and delivered by him direct and appoint; and it was thereby further enacted and declared, that it should be lawful for the said Lord High Treasurer or First Commissioner of the Treasury for the Time being, and for the said *Henry* Earl *Bathurst*, *George Cranfield Berkeley*, *Cropley Ashley*, and *Thomas Steele*, or such other Persons as by virtue of the first herein-before-mentioned Act and that Act should for the Time being be the other Trustees of the aforesaid Three Pounds *per Centum* Consolidated Bank Annuities, with the Consent and Approbation of the Person or Persons for the Time being entitled in Possession

sion to the Dividends and annual Proceeds thereof, subject to any such Annuity or Annuities as should thereby become chargeable thereon, and to the Rents and Profits of the said Freehold Manors, Lands, Tenements, and Hereditaments so to be purchased as aforesaid, such Consent and Approbation to be testified by Writing under his, her, or their Hand and Seal or Hands and Seals, and attested by Two or more credible Witnesses, to convey in exchange for or in lieu of any other Freehold Manors, Lands, Tenements, or Hereditaments of a good Estate of Inheritance in Fee Simple in Possession, whether belonging to the said Duke of *Richmond* for the Time being, or any other Person or Persons, and to be free from Incumbrances, and situate as aforesaid, all or any of such Manors, Lands, Tenements, and Hereditaments so to be purchased as aforesaid, (except such of them as should consist of a Capital Mansion House, Gardens, and Park, and as in the Conveyance or Conveyances on the Purchase thereof should be declared by the said Lord High Treasurer or First Commissioner of the Treasury for the Time being, and his said Co-trustees under the said Act now in recital, and also by the Person or Persons who at the Time of making such Conveyance or Conveyances should be entitled to the Rents and Profits of such purchased Estates under that Act, to be intended for the actual Residence and Occupation of those who for the Time being should be entitled in Possession to the Rents and Profits of the said purchased Estates,) unto any Person or Persons and his or their Heirs or Assigns respectively, either together or in Parcels, for such Equivalent in Freehold Manors, Lands, Tenements, or Hereditaments as to them the said Lord High Treasurer or First Commissioner of the Treasury for the Time being and his said Co-trustees should seem meet, and with such Provisions as therein mentioned for effectuating any such Exchange or Exchanges; and the same Act also contained Provisions for the Appointment of a new Trustee or new Trustees upon the Death of any of them the said *Henry* Earl *Bathurst*, *George Berkeley*, *Cropley Ashley*, and *Thomas Steele*, or of any Person or Persons who should become a Trustee or Trustees under the Power of Appointment therein contained, and also in case they the said *Henry* Earl *Bathurst*, *George Berkeley*, *Cropley Ashley*, and *Thomas Steele*, and such new Trustee or Trustees who should be appointed as therein mentioned, or any or either of them, should desire to be discharged from or decline to act in the Trusts in and by that Act and the said first herein-before mentioned Act declared; and also a Power for any Three of the Trustees for the Purposes of that Act and of the said first-mentioned Act for the Time being to do and execute all such Acts, Matters, and Things in execution of the Trust as all the said Trustees respectively were thereby authorized and empowered to do, provided that the said Lord High Treasurer or First Commissioner of the Treasury for the Time being should be One of such Three Trustees, except where the Act to be done related to any Trust Estates of which he was not thereby made a Co-trustee; and also a Power for the Lord High Treasurer or First Commissioner of the Treasury for the Time being from Time to Time by Writing under his Hand and Seal to appoint a Person to act for him in all or any of the Trusts of that Act or of the said first-mentioned Act, and either under such Exceptions and Restrictions as to such Lord High Treasurer or First Commissioner of the Treasury

Treasury for the Time being should seem meet, or without any Exception or Restriction, and also from Time to Time to remove such Substitute, and to appoint any other Person for the same Purpose: And whereas the said Lord *George Henry Lennox* died on or about the Twenty-second Day of *March* One thousand eight hundred and five, leaving the said Lady *Louisa Lennox* his Widow: And whereas the said *Charles* Third Duke of *Richmond* died on or about the Twenty-ninth Day of *December* One thousand eight hundred and six, without leaving any Issue: And whereas upon the Decease of the said *Charles* Third Duke of *Richmond*, the said *Charles Lennox* (the Son of the said Lord *George Henry Lennox*) became the Fourth Duke of *Richmond*: And whereas the said *Charles* Fourth Duke of *Richmond* died on or about the Twenty-eighth Day of *August* One thousand eight hundred and nineteen, leaving the said *Charlotte* Duchess Dowager of *Richmond*, in the secondly herein-before recited Act called Lady *Charlotte Lennox*, his Widow, not provided for with a Jointure under the Power of jointuring in the said secondly herein-before recited Act contained, and she the said *Charlotte* Duchess Dowager of *Richmond* thereupon became entitled by virtue of the same Act (there being no Contract or Agreement binding on her to the contrary) to an Annuity of Two thousand Pounds by way of Jointure under the aforesaid Provision in that Behalf: And whereas the said *Charles* Fourth Duke of *Richmond* had Issue by the said *Charlotte* Duchess Dowager of *Richmond*, *Charles* now Duke of *Richmond*, his eldest Son, and Six younger Sons, *viz.* the Right Honourable *John George Lennox* commonly called Lord *John George Lennox*, the Right Honourable *Henry Adam Lennox* commonly called Lord *Henry Adam Lennox* (who died on the Twenty-fifth of *February* One thousand eight hundred and twelve, a Bachelor), the Right Honourable *William Pitt Lennox* commonly called Lord *William Pitt Lennox*, the Right Honourable *Frederick Lennox* commonly called Lord *Frederick Lennox* (who died in the Month of *October* One thousand eight hundred and twenty-nine, a Bachelor), the Right Honourable *Sussex Lennox* commonly called Lord *Sussex Lennox*, and the Right Honourable *Arthur Lennox* commonly called Lord *Arthur Lennox*: And whereas the said Lady *Louisa Lennox* died on or about the Thirtieth Day of *December* One thousand eight hundred and thirty: And whereas the said *Charles* now Duke of *Richmond*, on or about the Tenth of *April* One thousand eight hundred and seventeen, intermarried with the Right Honourable *Caroline Paget* commonly called Lady *Caroline Paget*, now the Most Noble *Caroline* Duchess of *Richmond*, and hath Issue by her Five Sons, who are all under the Age of Twenty-one Years; *videlicet*, the Right Honourable *Charles Henry Gordon Lennox* commonly called Earl of *March*, his eldest Son, and the Right Honourable *Fitzroy George Charles Gordon Lennox* commonly called Lord *Fitzroy George Charles Gordon Lennox*, the Right Honourable *George Henry Charles Gordon Lennox* commonly called Lord *George Henry Charles Gordon Lennox*, the Right Honourable *Alexander Francis Charles Gordon Lennox* commonly called Lord *Alexander Francis Charles Gordon Lennox*, and the Right Honourable *George Charles Gordon Gordon Lennox* commonly called Lord *George Charles Gordon Gordon Lennox*, his Four younger Sons; And whereas, in pursuance of a Licence and Authority under His late

Majesty's Sign Manual, the said *Charles* now Duke of *Richmond*, and his Issue, have assumed and taken and now use the Surname of *Gordon*, in addition to and before their own Family Surname of *Lennox*: And whereas the said *Charles* now Duke of *Richmond*, hath not exercised in favour of the said *Caroline* Duchess of *Richmond* the said Power of jointuring vested in him under the said secondly herein-before recited Act: And whereas, on or about the Twenty-seventh Day of *November* One thousand eight hundred and one, the annual Sum of Six thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence, Part of the aforesaid Annuity of Nineteen thousand Pounds, was funded or redeemed, in conformity to the aforesaid Provision in that Behalf contained in the first herein-before recited Act, by a Purchase of Two hundred and eleven thousand one hundred and eleven Pounds Two Shillings and Three-pence Three Pounds *per Centum* Consolidated Bank Annuities; and on or about the Fourteenth Day of *November* One thousand eight hundred and nine the annual Sum of Six thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence, further Part of the aforesaid Annuity of Nineteen thousand Pounds, was funded or redeemed, in conformity to the same Provision, by a Purchase of Two hundred and eleven thousand one hundred and eleven Pounds Two Shillings and Three-pence like Bank Annuities; and on or about the Fifteenth Day of *July* One thousand eight hundred and twenty-four the annual Sum of Six thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence, Residue of the aforesaid Annuity of Nineteen thousand Pounds, was funded or redeemed, in conformity to the same Provision, by a Purchase of Two hundred and eleven thousand one hundred and eleven Pounds Two Shillings and Three-pence like Bank Annuities: And whereas Four hundred and eighty-five thousand four hundred and thirty-four Pounds Fourteen Shillings and Seven-pence Three Pounds *per Centum* Consolidated Bank Annuities, Part of the said Bank Annuities so respectively purchased as aforesaid, were sold at several Times by the Trustees under the said Acts: And whereas the Mansion House and Park, Lands, Tenements, and Hereditaments, particularly mentioned in the First and Third Schedules to this Act were purchased with Monies which arose from the aforesaid Sales, or taken in exchange under the Power in that Behalf contained in the said secondly herein-before recited Act: And whereas the said Four hundred and eighty-five thousand four hundred and thirty-four Pounds Fourteen Shillings and Seven-pence Three Pounds *per Centum* Consolidated Bank Annuities, so sold by the Trustees under the said Acts as aforesaid, exceed by Ten thousand four hundred and thirty-four Pounds Fourteen Shillings and Seven-pence, like Bank Annuities, Three Fourth Parts of the said Three *per Centum* Consolidated Bank Annuities so respectively purchased as aforesaid: And whereas the said *George Berkeley* departed this Life on or about the Twenty-fifth Day of *February* One thousand eight hundred and eighteen, and the said *Thomas Steele* departed this Life in or about the Month of *December* One thousand eight hundred and twenty-three, and the said *Henry* Earl *Bathurst* departed this Life on or about the Twenty-sixth Day of *July* One thousand eight hundred and thirty-four: And whereas One hundred and forty-seven thousand eight hundred and ninety-eight Pounds Twelve Shillings and Two-

pence

pence Three Pounds *per Centum* Consolidated Bank Annuities, the Residue now remaining unsold of the said Three Pounds *per Centum* Consolidated Bank Annuities so respectively purchased as aforesaid, are standing in the Books of the Governor and Company of the Bank of *England* in the Names of the Lord High Treasurer or First Commissioner of the Treasury, the said *Henry* Earl *Bathurst*, and the said *Cropley Ashley* Earl of *Shaftesbury*: And whereas by a Deed Poll or Instrument in Writing, bearing Date the Sixth Day of *June* One thousand eight hundred and thirty-seven, under the Hands and Seals of the said *Charles* now Duke of *Richmond*, and of the Right Honourable *William* Viscount *Melbourne* First Commissioner of His Majesty's Treasury, it is witnessed, that in pursuance and exercise of the Power or Authority in that Behalf vested in the said *Charles* now Duke of *Richmond* under or by virtue of the said secondly herein-before recited Act, and of every or any other Power or Authority enabling him in that Behalf, the said *Charles* now Duke of *Richmond* (with the Consent of the said *William* Viscount *Melbourne* as such First Commissioner of the Treasury as aforesaid) did nominate the Right Honourable *Henry George* Earl *Bathurst*, the Right Honourable *Arthur* Lord *Templemore*, and the Honourable *William Lennox Bathurst*, to be Trustees for the Purposes of the said secondly herein-before recited Act and of the first herein-before recited Act, and of the Contract or Agreement confirmed by the last-mentioned Act, in the Room of the said *George Berkeley*, *Thomas Steele*, and *Henry* Earl *Bathurst*: And whereas the said *Charles* now Duke of *Richmond* and Lord *John George Lennox* are desirous that the aforesaid Sale of the said Excess of Ten thousand four hundred and thirty-four Pounds Fourteen Shillings and Seven-pence Three Pounds *per Centum* Consolidated Bank Annuities above Three Fourth Parts of the said Three Pounds *per Centum* Consolidated Bank Annuities so respectively purchased as aforesaid should be confirmed, and that any Manors, Lands, Tenements, or Hereditaments purchased wholly or in part with the Monies which arose from the Sales so as aforesaid made of the said Excess of Ten thousand four hundred and thirty-four Pounds Fourteen Shillings and Seven-pence Three Pounds *per Centum* Consolidated Bank Annuities, and settled in the Manner directed by the secondly herein-before recited Act for the Settlement of the Estates thereby directed to be purchased, with their Rights, Members, and Appurtenances, should be deemed, construed, and taken to have been settled, limited, and assured to and for the Uses and Estates, and under and subject to the Powers, Restrictions, and Provisions in and by the said secondly herein-before recited Act directed to be limited, or thereby expressed, declared, or contained of or concerning the Manors, Lands, Tenements, or Hereditaments by the same Act authorized to be purchased as aforesaid, in the same Manner to all Intents and Purposes as if the Powers and Provisions in the said secondly herein-before recited Act contained in relation to the Sale of the Bank Annuities to be purchased or invested as therein and herein-before is mentioned, and the Investment of the Produce of such Sale in the Purchase of Manors, Lands, Tenements, or Hereditaments, and the Settlement of such Manors, Lands, Tenements, or Hereditaments, had not been limited or restricted by the Provision in the said secondly herein-before recited Act contained, that there should always be and remain

remain either One Fourth Part of the said Annuity of Nineteen thousand Pounds, or so much thereof, or of the said Three Pounds *per Centum* Consolidated Bank Annuities, or of the said other Stocks, Funds, or Securities, or partly of the said Annuity of Nineteen thousand Pounds, and partly of the said Bank Annuities, or the said other Stocks, Funds, or Securities, as should secure a clear yearly Income equal to One Fourth Part of the said Annuity of Nineteen thousand Pounds; and are also desirous that the said One hundred and forty-seven thousand eight hundred and ninety-eight Pounds Twelve Shillings and Two-pence Three Pounds *per Centum* Consolidated Bank Annuities now remaining unsold as aforesaid, and the Stocks, Funds, or Securities which under the said secondly herein-before recited Act shall be substituted for the same or any Part thereof, should be discharged from the Annuity of Two thousand Pounds to which the said *Charlotte* Duchess Dowager of *Richmond* hath become entitled as herein-before is mentioned, and also from the Provisions contained in the said secondly herein-before recited Act for enabling the Duke of *Richmond* for the Time being to charge with an Annuity by way of Jointure, and for securing an Annuity by way of Jointure, for the Widow of any Duke of *Richmond* for the Time being who shall die leaving such Widow not provided for with a Jointure made before Marriage, and in bar of Dower, under the said Power of jointuring; and that in lieu of the same Annuity and Provisions respectively the said Mansion House and Park, Lands, Tenements, and Hereditaments particularly mentioned in the said First Schedule to this Act should be charged with the Payment of an Annuity or yearly Rent-charge of Two thousand Pounds to or for the Use of the said *Charlotte* Duchess Dowager of *Richmond* for her Life, and with the Payment of an Annuity or yearly Rent-charge of Two thousand Pounds to or for the Use of the said *Caroline* Duchess of *Richmond* for her Life in case she shall survive the said *Charles* now Duke of *Richmond*, and should also be made subject to a Power for the said *Charles* now Duke of *Richmond*, in case the said *Caroline* Duchess of *Richmond* shall die in his Lifetime, and for any future Duke of *Richmond* for the Time being, to charge with any Annuity or yearly Rent-charge, not exceeding Two thousand Pounds, by way of Jointure, and should also be made subject to an Annuity or yearly Rent-charge of Two thousand Pounds by way of Jointure, for the Widow (not being the said *Caroline* Duchess of *Richmond*) of any Duke of *Richmond* for the Time being who may die leaving such Widow not provided for with a Jointure under such Power of charging with an Annuity or yearly Rent-charge by way of Jointure as aforesaid, in case there shall be no Contract or Agreement binding on such Widow to the contrary, but subject to a Restriction as to the Amount of the Annuities or yearly Rent-charges to be payable at one and the same Time for Jointures similar to the Restriction contained in the said secondly herein-before recited Act as to the Amount of the Annuities to be payable under the same Act by way of Jointure; and they are also desirous that the Lord High Treasurer or First Commissioner of the Treasury for the Time being, and the other Trustees for the Time being under the herein-before recited Acts, should be empowered, with the Consent of the Person or Persons for the Time being entitled under the Limitations aforesaid, at any Time or Times to sell and dispose of the whole

whole of the said One hundred and forty-seven thousand eight hundred and ninety-eight Pounds Twelve Shillings and Two-pence Three *per Centum* Consolidated Bank Annuities now remaining unsold as aforesaid, or any Part or Parts thereof, or all or any of the Stocks, Funds, or Securities which under the said secondly herein-before recited Act shall be substituted for the said One hundred and forty-seven thousand eight hundred and ninety-eight Pounds Twelve Shillings and Two-pence Three *per Centum* Consolidated Bank Annuities, or any Part or Parts thereof, and to lay out and invest the Monies to arise from such Sale or Disposition in the Purchase of any Manors, Lands, Tenements, or Hereditaments in any Part of *Great Britain*, or as to any Part of such Money, not exceeding One Fourth Part thereof, in *Ireland*, and the Manors, Lands, Tenements, or Hereditaments (if any) so to be purchased, which shall be situate in any Part of *Great Britain* except *Scotland*, or in *Ireland*, to be settled and limited to the Uses and for the Estates to and for which the said Annuity of Nineteen thousand Pounds would by virtue of the first herein-before recited Act have stood limited if the same had not been funded or redeemed, and with and under the Powers, Restrictions, and Provisions in and by the said secondly herein-before recited Act expressed and contained of or concerning the Manors, Lands, Tenements, and Hereditaments thereby directed or authorized to be purchased, (other than and except the aforesaid Trusts for the Benefit of the younger Children of the Person so having been in Possession or entitled, as in the same Act and herein-before is mentioned,) and the Lands or Hereditaments (if any) so to be purchased, which shall be situate in *Scotland*, to be settled according to the Form of Entail set out in the Second Schedule to this Act, being a Settlement to the Uses and for the Estates to and for which the said Annuity of Nineteen thousand Pounds would by virtue of the first herein-before recited Act have stood limited if the same had not been funded or redeemed, or as near thereto as the Law of *Scotland* will admit: And whereas Part of the said Estates purchased by the Trustees under the said Acts consists of certain Lands or Grounds in the Vicinity of the City of *Chichester*, and in the Parish of *South Bersted* in the Vicinity of *Bognor* in the County of *Sussex*, eligible for building thereon, and capable of being otherwise greatly improved, which Lands or Grounds are described in the Third Schedule to this Act; and the said *Charles* now Duke of *Richmond* and the said Lord *John George Lennox* are desirous that Power should be given to the said Trustees for the Time being under the said Acts (exclusive of the Lord High Treasurer or First Commissioner of the Treasury for the Time being) from Time to Time to grant Leases of the said Land in the Vicinity of *Chichester* and the said Land in the Vicinity of *Bognor*, and to contract and agree to grant Leases thereof for Terms of Years sufficiently long to encourage Persons to build on and otherwise improve the same: And whereas it would be greatly for the Benefit of the said *Charles* now Duke of *Richmond*, and the other Persons who shall from Time to Time become entitled under the Limitations aforesaid, if the several Purposes herein-before mentioned were effected: And whereas the several Purposes aforesaid cannot be effected without the Aid and Authority of Parliament; Therefore Your Majesty's most loyal and dutiful Subjects, the said *Charles*

Charles now Duke of *Richmond*, and the said Lord *John George Lennox*, most humbly beseech Your Majesty that it may be enacted and declared; and be it enacted and declared 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 the Sale herein-before mentioned to have been made of the said Excess of Ten thousand four hundred and thirty-four Pounds Fourteen Shillings and Seven-pence Three *per Centum* Consolidated Bank Annuities above Three equal Fourth Parts of the said Three several Sums of Two hundred and eleven thousand one hundred and eleven Pounds Two Shillings and Three-pence, like Bank Annuities, so respectively purchased as herein-before is mentioned, shall be and the same is hereby confirmed.

Confirming Sale of 10,434*l.* 14*s.* 7*d.* Bank Annuities;

II. And be it further enacted and declared, That any Manors, Lands, Tenements, or Hereditaments which have been purchased wholly or in part with the Monies which arose from the Sales so as aforesaid made of the said Excess of Ten thousand four hundred and thirty-four Pounds Fourteen Shillings and Seven-pence Three *per Centum* Consolidated Bank Annuities, and settled in the Manner directed by the secondly herein-before recited Act for the Settlement of the Estates thereby directed to be purchased, with their Rights, Members, and Appurtenances, shall be deemed, construed, and taken to have been settled, limited, and assured to and for the Uses and Estates, and under and subject to the Powers, Restrictions, and Provisions, in and by the said secondly herein-before recited Act directed to be limited, or thereby expressed, declared, or contained of or concerning the Manors, Lands, Tenements, or Hereditaments by the same Act authorized to be purchased as aforesaid, in the same Manner to all Intents and Purposes as if the Powers and Provisions in the said secondly herein-before recited Act contained in relation to the Sale of the Bank Annuities to be purchased or invested as therein and herein before is mentioned, and the Investment of the Produce of such Sale in the Purchase of Manors, Lands, Tenements, or Hereditaments, and the Settlement of such Manors, Lands, Tenements, or Hereditaments, had not been limited or restricted by the Provision in the said secondly herein-before recited Act contained, that there should always be and remain either One Fourth Part of the said Annuity of Nineteen thousand Pounds, or so much thereof, or of the said Three Pounds *per Centum* Consolidated Bank Annuities, or of the said other Stocks, Funds, or Securities, or partly of the said Annuity of Nineteen thousand Pounds, and partly of the said Bank Annuities, or the said other Stocks, Funds, or Securities, as should secure a clear yearly Income equal to One Fourth Part of the said Annuity of Nineteen thousand Pounds.

and purchase of Estate therewith.

III. And be it further enacted, That the said One hundred and forty-seven thousand eight hundred and ninety-eight Pounds Twelve Shillings and Two-pence Three Pounds *per Centum* Consolidated Bank Annuities so remaining unsold as aforesaid, or the Stocks, Funds, or Securities to be substituted for the same or any Part thereof as aforesaid, shall from and after the passing of this Act be absolutely exonerated,

Bank Annuities remaining unsold exonerated from Payment of Jointures.

exonerated, released, and discharged from the Payment of the said Annuity of Two thousand Pounds to which the said *Charlotte* Duchess Dowager of *Richmond* hath become entitled under the Provision in that Behalf contained in the said secondly herein-before recited Act, and also from the Provisions contained in the same Act for enabling the Duke of *Richmond* for the Time being to charge with any Annuity by way of Jointure to the Extent and in the Manner therein expressed and provided, and for securing or providing an Annuity of Two thousand Pounds by way of Jointure for the Widow of any Duke of *Richmond* for the Time being who shall die leaving such Widow not provided for with a Jointure made before Marriage, and in bar of Dower, under the said Power of jointuring in the same Act contained.

Estates described in the First Schedule to be subject to the Payment of the Jointures.

IV. And be it further enacted, That the Mansion House, and Park, Lands, Tenements, and Hereditaments particularly mentioned in the First Schedule to this Act, shall, subject and without Prejudice to any Lease or Leases granted or to be granted under the Power in that Behalf contained in the secondly herein-before recited Act, stand and be charged and chargeable with the Payment to the said *Charlotte* Duchess Dowager of *Richmond* for and during her natural Life, and for her Jointure and in bar of Dower as herein-after is provided, of an Annuity or yearly Rent-charge of Two thousand Pounds of lawful Money of the United Kingdom, clear of all Taxes, Charges, and Deductions whatsoever, whether by Act of Parliament or otherwise howsoever, and to be paid and payable by equal quarterly Payments on the Twenty-fifth Day of *March*, the Twenty-fourth Day of *June*, the Twenty-ninth Day of *September*, and the Twenty-fifth Day of *December* in every Year, and the first of the said quarterly Payments to be made on the Twenty-ninth Day of *September* next ensuing, and also (subject and without Prejudice to the said Annuity or yearly Rent-charge of Two thousand Pounds herein-before provided for the said *Charlotte* Duchess Dowager of *Richmond*) with the Payment to the said *Caroline* Duchess of *Richmond* (in case she shall survive the said *Charles* now Duke of *Richmond*) for and during her natural Life, and for her Jointure and in bar of Dower as herein-after is provided, of an Annuity or yearly Rent-charge of Two thousand Pounds of like lawful Money, clear of all Taxes, Charges, and Deductions whatsoever, whether by Act of Parliament or otherwise howsoever, and to be paid and payable by equal quarterly Payments on the Twenty-fifth Day of *March*, the Twenty-fourth Day of *June*, the Twenty-ninth Day of *September*, and the Twenty-fifth Day of *December* in every Year, and the first of the said quarterly Payments to be made on such of the same quarterly Days of Payment as shall happen next after the Decease of the said *Charles* now Duke of *Richmond*.

Annuities to be taken in full for Jointure of the Duchess Dowager of Richmond and the Duchess of Richmond.

V. And be it further enacted, That the Annuities or yearly Rent-charges of Two thousand Pounds and Two thousand Pounds herein-before provided for the said *Charlotte* Duchess Dowager of *Richmond* and *Caroline* Duchess of *Richmond* respectively shall be taken to be for their respective Jointures, and in recompence, satisfaction, and bar of all Dower, Title of Dower, and Thirds which they respectively shall or may at any Time claim or demand or might otherwise be entitled to of, in, to, or out of the said Annuity of Nineteen thousand

Pounds, or the said Three Pounds *per Centum* Consolidated Bank Annuities, or other Stocks, Funds, and Securities, or any Part thereof respectively, or of, in, to, or out of any Manors, Lands, Tenements, or Hereditaments purchased or taken in exchange by the Trustees under the said Acts, or to be taken in exchange under the said Power of Exchange, or of, in, to, or out of any Manors, Lands, Tenements, or Hereditaments to be purchased or taken in exchange under the Authority of this Act.

Power for the Duke of Richmond to grant Annuity to any future Wife on Estates described in the First Schedule.

VI. And be it further enacted, That it shall be lawful for the said *Charles* now Duke of *Richmond*, by any Deed or Deeds or Writing or Writings, with or without Power of Revocation, to be by him sealed and delivered in the Presence of Two or more credible Witnesses, but subject and without Prejudice to the said Annuity or yearly Rent-charge of Two thousand Pounds herein-before provided for the said *Charlotte* Duchess Dowager of *Richmond*, and to any Lease or Leases granted or to be granted under the Power in that Behalf contained in the said secondly herein-before recited Act, to grant, limit, and appoint, before or after any future Marriage or Marriages of him the said *Charles* now Duke of *Richmond*, to any Woman or Women whom he may marry and take to wife after the Death of his said present Wife, for and during the Life or Lives of such future Wife or Wives, and for her or their Jointure or Jointures, in bar of Dower, as herein-after is expressed, any Annuity or yearly Rent-charge, not exceeding the Sum of Two thousand Pounds of lawful Money of the United Kingdom, clear of all Taxes, Charges, and Deductions whatsoever, by Act of Parliament or otherwise howsoever, to commence and take effect immediately after the Decease of the said *Charles* now Duke of *Richmond*, and to be charged and chargeable upon and issuing and payable out of the said Mansion House and Park, Lands, Tenements, and Hereditaments particularly mentioned in the said First Schedule to this Act, and to be paid and payable by equal quarterly Payments on the Twenty-fifth Day of *March*, the Twenty-fourth Day of *June*, the Twenty-ninth Day of *September*, and the Twenty-fifth Day of *December* in every Year, and the first of such quarterly Payments to be made on such of the said Days as shall next happen after the Decease of the said *Charles* now Duke of *Richmond*.

Future Dukes of Richmond may grant Annuity on the same Estates.

VII. And be it further enacted, That it shall be lawful for the Person who for the Time being after the Death of the said *Charles* now Duke of *Richmond* shall be entitled in Possession to the Rents, Issues, and Profits of the said Mansion House, and Park, Lands, Tenements, and Hereditaments herein-before charged and made chargeable as aforesaid, and shall be Duke of *Richmond* (either before or after his Marriage with any Woman or Women), by any Deed or Deeds or Writing or Writings, with or without Power of Revocation, to be by him sealed and delivered in the Presence of Two or more credible Witnesses, (but subject and without Prejudice to the said Annuities or yearly Rent-charges of Two thousand Pounds and Two thousand Pounds herein-before respectively charged or made chargeable, and also subject and without Prejudice to the other Annuity or Annuities, or yearly Rent-charge or Rent-charges, if any, which shall be then subsisting and payable by way of Jointure or Jointures out of the same

Mansion House, and Park, Lands, Tenements, and Hereditaments, by virtue of any of the Powers or Provisions of this Act, and also subject and without Prejudice to any Lease or Leases granted or to be granted under the Power in that Behalf contained in the said secondly herein-before recited Act,) to grant, limit, and appoint unto such Woman or Women whom he shall so marry for her or their Life or Lives, and for her or their Jointure or Jointures, in bar of Dower, as herein-after is expressed, any Annuity or yearly Rent-charge, not exceeding the Sum of Two thousand Pounds of lawful Money of the United Kingdom, clear of all Taxes, Charges, and Deductions whatsoever, by Act of Parliament or otherwise howsoever, to commence and take effect immediately after the Decease of the Person granting, limiting, or appointing the same Annuity, and to be charged and chargeable upon and issuing and payable out of the said Mansion House and Park, Lands, Tenements, and Hereditaments particularly mentioned in the said First Schedule to this Act, and to be paid and payable by equal quarterly Payments on the Twenty-fifth Day of *March*, the Twenty-fourth Day of *June*, the Twenty-ninth Day of *September*, and the Twenty-fifth Day of *December* in every Year, and the first of the said quarterly Payments to be made on such of the said Days as shall first happen after the Decease of the Person who shall have so granted, limited, or appointed the Annuity or yearly Rent-charge last herein-before authorized.

Annuities granted to be in full for Jointure.

VIII. And be it further enacted, That every Annuity or yearly Rent-charge which shall be so granted, limited, or appointed by way of Jointure, by the said *Charles* now Duke of *Richmond* or the Person for the Time being entitled in Possession as aforesaid (being Duke of *Richmond*), in pursuance of the Powers in that Behalf in this Act contained, whether granted before or after Marriage, shall be taken to be in full for the Jointure or Jointures of the Woman or Women to whom the same shall be so granted, limited, or appointed, and in recompence, satisfaction, and bar of all Dower, Title of Dower, and Thirds which she or they respectively shall or may at any Time claim, demand, or might otherwise be entitled to of, in, to, or out of the said Sum of One hundred and forty-seven thousand eight hundred and ninety-eight Pounds Twelve Shillings and Two-pence Three Pounds *per Centum* Consolidated Bank Annuities, or the Stocks, Funds, or Securities to be substituted for the same or any Part thereof respectively, or of, in, to, or out of any Manors, Lands, Tenements, or Hereditaments purchased or taken in exchange by the Trustees under the said Acts, or to be taken in exchange under the said Power of Exchange, or of, in, to, or out of any Manors, Lands, Tenements, or Hereditaments to be purchased or taken in exchange under the Authority of this Act.

To compel Payment of Annuities.

IX. And be it further enacted, That in case the said Annuities or yearly Rent-charges of Two thousand Pounds and Two thousand Pounds herein-before respectively charged and made chargeable as aforesaid, or either of them, or any Annuity or yearly Rent-charge to be herein-after granted, limited, or appointed by any Duke of *Richmond* for the Time being under either of the Powers herein-before in that Behalf contained, or any Part thereof respectively, shall at any Time

Time or Times be in arrear or unpaid by the Space of Twenty-one Days next after any of the Days hereby appointed for Payment thereof respectively as aforesaid, then and so often as the same shall happen it shall be lawful for the Person or Persons whose Annuity or yearly Rent-charge shall be so in arrear or unpaid (but subject and without Prejudice to any Lease or Leases granted or to be granted under the Power in that Behalf contained in the said secondly hereinbefore recited Act) to enter into and distrain upon the said Mansion House, and Park, Lands, Tenements, and Hereditaments hereby charged and made chargeable as aforesaid, or any Part thereof, and to dispose of the Distress or Distresses then and there found according to Law, to the Intent that thereby or otherwise such Annuity or yearly Rent-charge and every Part thereof so in arrear and unpaid, and all Costs, Charges, and Expences occasioned by the Nonpayment thereof, shall be fully paid and satisfied; and further, that in case any such Annuity or yearly Rent-charge, or any Part thereof, shall at any Time or Times be in arrear or unpaid by the Space of Forty Days next after any of the Days appointed for the Payment thereof as aforesaid, then and so often (although there shall not have been any legal Demand made thereof) it shall be lawful for the Person or Persons whose Annuity or yearly Rent-charge shall be so in arrear or unpaid (but subject and without Prejudice as aforesaid) to enter into and upon and to hold the said Mansion House, and Park, Lands, Tenements, and Hereditaments hereby charged and made chargeable as aforesaid, or any Part thereof, and to receive and take the Rents, Issues, and Profits thereof to her, his, or their own Use and Benefit, until she, he, or they shall therewith and thereby or otherwise be fully paid and satisfied such Annuity or yearly Rent-charge, and the Arrears thereof due at the Time of such Entry, or afterwards to become due during her, his, or their being in Possession of the same Premises, together with all Costs, Charges, and Expences which she, he, or they shall sustain by reason of the Nonpayment thereof; but the Person or Persons holding such Possession when taken, is and are not to have Power to fell or cut down any Timber on the said Lands or any Part thereof; and further, that in case any such Annuity or yearly Rent-charge, or any Part thereof, shall at any Time or Times be in arrear or unpaid by the Space of Forty Days next after any of the Days appointed for the Payment thereof as aforesaid, then and so often (although there shall not have been any legal Demand made thereof) it shall be lawful for the Person or Persons whose Annuity or yearly Rent-charge, or any Part thereof, shall be so in arrear, to give Notice thereof to any Tenant or Tenants of any of the Lands upon which the same Annuity or yearly Rent-charge shall be charged, and by such Notice to require him, her, or them to pay such Annuity or yearly Rent-charge, or such Part thereof as shall be so in arrear, to the Person or Persons giving such Notice, and her, his, or their Executors, Administrators, or Assigns, and from and after such Notice such Tenant or Tenants, or his, her, or their Executors, Administrators, or Assigns, shall pay his, her, or their Rent or Rents (due at the Time of such Notice and thereafter to grow due) to the Person or Persons giving such Notice, and his, her, or their Executors, Administrators, or Assigns, until therewith and thereby or otherwise the same Annuity or yearly Rent-charge, or so much thereof as shall be so in arrear, and all Costs and Charges to be occasioned by the Nonpayment thereof, shall

shall be paid and satisfied; and in case any such Rent or Rents shall be in arrear or unpaid by such Tenant or Tenants, or his, her, or their Executors, Administrators, or Assigns, the Person or Persons giving such Notice, and his, her, or their Executors, Administrators, or Assigns, until his, her, or their Annuity or yearly Rent-charge, or so much thereof as shall be so in arrear or unpaid, and all Costs, Charges, or Expences occasioned by the Nonpayment thereof, shall be paid and satisfied, shall, with respect to such Tenant or Tenants, and his, her, or their Executors, Administrators, or Assigns, from Time to Time have the same Right of Distress and Remedy by Action for the Recovery of the Rent in arrear as the Person or Persons for the Time being entitled in Possession to the said settled Estates shall or may have or would or might have had if such Notice had not been given; and the Tenant or Tenants to whom such Notice shall be so given, his, her, or their Executors, Administrators, or Assigns, shall not be liable to the Payment of his, her, or their Rent or Rents (due at the Time of such Notice or thereafter to grow due), or any Part thereof respectively, unto the Person or Persons for the Time being entitled to the said settled Estates until, by or out of such Rent or Rents, or otherwise, the Annuity or yearly Rent-charge of the Person or Persons giving such Notice, or so much thereof as shall be so in arrear, and every Part thereof, and all Costs, Charges, and Expences occasioned by the Nonpayment thereof, shall be paid and satisfied.

Widows of the Dukes of Richmond, other than the said Caroline Duchess of Richmond, to be entitled to Annuity although Power of jointuring not exercised.

X. And be it further enacted, That if the said *Charles* now Duke of *Richmond*, or any other Person for the Time being entitled in Possession as aforesaid, and being Duke of *Richmond*, shall die leaving a Widow (other than the said *Caroline* Duchess of *Richmond*) not provided for with a Jointure made either before or after Marriage under either of the Powers of jointuring herein-before contained, then and in every such Case the Widow of the Duke of *Richmond* for the Time being so dying shall, by virtue of this Act (in case there shall be no Contract or Agreement binding upon such Widow to the contrary), have the same Annuity or yearly Rent-charge for her Life, by way of Jointure, as if the Power of jointuring in her Favour had been exercised to its fullest Extent; and such Annuity or yearly Rent-charge shall commence at the same Time, and be payable quarterly, and accordingly recoverable, and be in bar of Dower or Thirds as herein-before is expressed, in the same Manner as if it had been granted under the Power of jointuring for that Purpose herein-before contained.

Jointures not to exceed 4,000*l.* yearly.

XI. Provided always, and be it further enacted, That the Mansion House, and Park, Lands, Tenements, and Hereditaments herein-before charged and made chargeable as aforesaid, shall not at any one and the same Time be subject to the Payment of more than the yearly Sum of Four thousand Pounds for or in respect of any Jointure or Jointures which shall be made in pursuance of the Powers herein-before contained, or which, under the Provision herein-before contained for the Case of a Widow not provided for with a Jointure as aforesaid, shall accrue and become payable, or for the said Annuities or yearly Rent-charges herein-before charged and made chargeable for the said *Charlotte* Duchess Dowager of *Richmond* and *Caroline* Duchess of *Richmond* respectively as aforesaid.

XII. And

XII. And be it further enacted, That it shall be lawful for the said Lord High Treasurer or First Commissioner of the Treasury for the Time being, and the other Trustees for the Time being under the herein-before recited Acts and this Act, with the Consent and Approbation of the Person or Persons for the Time being entitled in Possession to the Dividends and annual Produce of the said One hundred and forty-seven thousand eight hundred and ninety-eight Pounds Twelve Shillings and Two-pence Three Pounds *per Centum* Consolidated Bank Annuities so remaining unsold as aforesaid, or of any Part or Parts thereof, or of all or any Stocks, Funds, or Securities which, under the said secondly herein-before recited Act, shall have been substituted for the said One hundred and forty-seven thousand eight hundred and ninety-eight Pounds Twelve Shillings and Two-pence Three Pounds *per Centum* Consolidated Bank Annuities, or any Part or Parts thereof, at any Time or Times to sell and dispose of the said One hundred and forty-seven thousand eight hundred and ninety-eight Pounds Twelve Shillings and Two-pence Three Pounds *per Centum* Consolidated Bank Annuities, or any Part or Parts thereof, or all or any Stocks, Funds, or Securities which, under the said last-mentioned Act, shall have been substituted for the said One hundred and forty-seven thousand eight hundred and ninety-eight Pounds Twelve Shillings and Two-pence Three Pounds *per Centum* Consolidated Bank Annuities, or any Part or Parts thereof, and to lay out and invest the Monies from Time to Time to arise and be produced from any such Sale or Disposition in the Purchase of any Manors, Lands, Tenements, or Hereditaments of a good Estate of Inheritance in Fee Simple in Possession, whether belonging to the Duke of *Richmond* for the Time being, or any other Person or Persons, to be free from Incumbrances (except Fee-farm and Quit Rents and other Rents Service), and to be situate in any Part of *Great Britain*, or as to the Hereditaments to be purchased with any Part of such Money, not exceeding One Fourth Part thereof, to be situate in *Ireland*.

147,898*l.* 12*s.* 2*d.*, remaining Bank Annuities, may be sold, and Real Estates purchased therewith.

XIII. And be it further enacted, That the Manors, Lands, Tenements, and Hereditaments to be purchased as herein-before is mentioned, which shall be situate in any Part of *Great Britain* except *Scotland* or in *Ireland* (if any), shall when so purchased be forthwith settled, conveyed, and assured to and for the Uses and Estates to and for which the said Annuity of Nineteen thousand Pounds would by virtue of the first herein-before recited Act have stood limited if the same had not been funded or redeemed; and the same Manors, Lands, Tenements, or Hereditaments, when so purchased and settled as aforesaid, shall be subject to such and the same Powers, Restrictions, Provisions, and Directions as in and by the said secondly herein-before recited Act are declared and contained of or concerning the Manors, Lands, Tenements, and Hereditaments thereby authorized or directed to be purchased, other than and except the Trusts in and by the same Act declared for the Application of the Monies from Time to Time to arise and be produced by every such Sale of Timber as in the same Act and herein-before is mentioned.

Estates purchased in England or Ireland to be settled to the same Uses as the Annuity of 19,000*l.*

Application of Purchase Money for Timber.

XIV. And be it further enacted, That the Monies from Time to Time to arise and be produced by every such Sale of Timber as in the said secondly herein-before recited Act and herein-before is mentioned shall be paid to and received by the said Trustees for the Time being (exclusive of the First Commissioner of the Treasury or the Lord High Treasurer for the Time being); and the said Trustees (exclusive as aforesaid), after Payment of the Expences attending the Valuation and Sale of such Timber, shall from Time to Time, in the first place, by and out of the same pay to the Person or Persons who at the Time of such Order for the Sale of Timber as in the said secondly herein-before recited Act and herein-before is mentioned shall be in the Possession or entitled to the Rents, Issues, and Profits of the said Manors, Lands, Tenements, and Hereditaments so to be purchased and settled as aforesaid, or to his, her, or their respective Executors or Administrators, Ten Pounds *per Centum* on the Amount of the gross yearly Rental of the Manors, Lands, Tenements, and Hereditaments in any Part of *Great Britain*, except *Scotland* or in *Ireland*, which shall be so purchased and settled as aforesaid, for the Purpose of paying and reimbursing to such Person or Persons the Charges and Expences which may have been incurred by him, her, or them in the necessary and incidental Repairs of the same Estates; and shall apply all the Surplus of the Monies which shall from Time to Time arise and be produced by every such Sale of Timber in such Improvement and Melioration of the said Manors, Lands, Tenements, and Hereditaments in any Part of *Great Britain*, except *Scotland* or in *Ireland*, so to be purchased and settled as aforesaid, or of some Part thereof, by building, reparation, planting, inclosure, draining, or otherwise, as the Trustees of the Acts for the Time being (exclusive of the Lord High Treasurer or First Commissioner of the Treasury), with the Consent of the said *Charles* now Duke of *Richmond*, or the Person or Persons seised of or entitled to the same Manors, Lands, Tenements, and Hereditaments in Possession for the Time being, or, in case of Infancy, his, her, or their Guardian or Guardians for the Time being, shall think most proper; or if the said Trustees for the Time being (exclusive as aforesaid), or a Majority of them, shall disagree with the said *Charles* now Duke of *Richmond*, or the Person or Persons so seised or entitled as aforesaid, or his, her, or their Guardian or Guardians, about the Manner of such Application, then as the Lord High Treasurer or First Commissioner of the Treasury for the Time being shall, on a Reference to him by any of the Parties who shall differ, by any Writing or Writings to be sealed and delivered by him direct and appoint.

Estates to be purchased not to be charged with Annuities granted under this Act.

XV. Provided always, and be it further enacted, That the Manors, Lands, Tenements, and Hereditaments so to be purchased and settled as aforesaid, or to be taken in exchange under this Act, shall not be subject to the Dower of the present or any future Wife or Wives of the said *Charles* now Duke of *Richmond* or of any of the Persons who may successively be seised thereof under the Limitations aforesaid, or subject to or charged or chargeable with any of the Annuities or yearly Rent-charges which by virtue of this Act, or by any Exercise of any of the Powers or Provisions herein contained, shall be charged or chargeable upon the Mansion House and Park, Lands, Tenements,

and Hereditaments particularly mentioned in the First Schedule hereto, or hereafter to be taken in exchange under the secondly herein-before recited Act, and which shall not have been conveyed in exchange.

Powers of leasing and exchanging not to extend to certain Parts of Estates to be purchased.

XVI. Provided always, and it is hereby further enacted, That the Powers of leasing and exchanging respectively contained in this Act, by reference to the Powers of leasing and exchanging respectively contained in the said secondly herein-before recited Act, shall not extend to such (if any) of the Manors, Lands, Tenements, or Hereditaments to be purchased or taken in exchange under the Authority of this Act as shall consist of a Capital Mansion House, Gardens, and Park, and as in the Conveyance or Conveyances thereof shall be declared by the Lord High Treasurer or First Commissioner of the Treasury for the Time being, and his Co-trustees under the secondly herein-before recited Act and this Act, and also by the Person or Persons who at the Time of making such Conveyance or Conveyances shall be entitled to the Rents, Issues, and Profits of such Estates, to be intended for the actual Residence and Occupation of those who for the Time being shall be entitled in Possession to the Rents, Issues, and Profits of the same Estates.

Estates exchanged to be subject to Rent-charges.

XVII. And be it further enacted, That with relation to any annual Sum or yearly Rent-charge or annual Sums or yearly Rent-charges to which any Manors, Lands, Tenements, or Hereditaments are made liable, or shall or may become liable by virtue of any of the Provisions or Powers of this Act, the Power of Exchange contained in the secondly herein-before recited Act shall operate and have effect in the same Manner as if such annual Sum or yearly Rent-charge or annual Sums or yearly Rent-charges respectively had been charged upon or become payable out of the same Manors, Lands, Tenements, or Hereditaments by virtue of or under the said secondly herein-before recited Act; and the same annual Sum or yearly Rent-charge or annual Sums or yearly Rent-charges shall and may be over-reached by any Exercise of the same Power of Exchange, and the Hereditaments to be taken in exchange under the same Power shall become subject to the same annual Sum or yearly Rent-charge or annual Sums or yearly Rent-charges accordingly.

Power of exchanging, in whom vested.

XVIII. And be it further enacted, and it is hereby declared, That the Power of exchanging contained in the secondly herein-before recited Act, and also contained by reference in this Act, shall, from and after the passing of this Act, be vested in and shall and may from Time to Time be exercised by the Lord High Treasurer or First Commissioner of the Treasury for the Time being, and the other Trustees for the Time being under the said secondly recited Act and this Act, in such Manner in all respects as if the same had by the secondly herein-before recited Act been given or limited to the Lord High Treasurer or First Commissioner of the Treasury for the Time being, and to the said *Henry* Earl *Bathurst*, *George Berkeley*, *Cropley Ashley* Earl of *Shaftesbury*, and *Thomas Steele*, or such other Persons as for the Time being should be Trustees under the said recited Acts, without any reference to the said Three Pounds *per Centum* Consolidated Bank Annuities, and had been required to be exercised with the

the Consent and Approbation of the Person or Persons for the Time being entitled in Possession to the Rents and Profits of the Manors, Lands, Tenements, and Hereditaments so to be purchased as in the same Act is mentioned, without referring to the Receipt of the Dividends and annual Produce of the said Three Pounds *per Centum* Consolidated Bank Annuities, and had been referred to accordingly in and by this Act.

Not to exchange Estates in England or Ireland for Estates in Scotland.

XIX. Provided always, and be it further enacted, That the Powers of Exchange contained in the secondly herein-before recited Act and contained by reference in this Act shall not be deemed or construed to authorize the Exchange of any Manors, Lands, Tenements, or Hereditaments in *England* or *Ireland* for any Lands or Hereditaments in *Scotland*.

Estates purchased in Scotland to be entailed in the Form set out in the Second Schedule.

XX. And be it further enacted, That the Lands or Hereditaments to be purchased under the Authority of this Act which shall be situate in that Part of *Great Britain* called *Scotland* (if any) shall immediately thereupon, by such Ways or Means as the Law of *Scotland* requires, be settled and entailed agreeably to the Form of Entail set out in the Second Schedule to this Act, with all such Clauses and Provisions as are therein expressed and contained; and the said Trustees shall do or cause to be done all Acts or Things which may be necessary for completing the Titles of the same Lands or Hereditaments in the Person or Persons claiming or to claim under such Entail, and for recording the Entail in the Register of Taillies in Terms of the Act of Parliament of *Scotland*, One thousand six hundred and eighty-five, Chapter Twenty-six.

If Heirs Portioners become entitled, Estates to be sold.

XXI. And be it further enacted, That if the Succession to any Estate to be purchased and entailed in *Scotland* as aforesaid shall at any Time open to the Heirs of the Body of the said *Charles* the First Duke of *Richmond*, and if, under the Destination to such Heirs, Heirs Portioners shall at any Time become entitled to succeed to such Estate, then and in that Case such Estate shall thereupon be and become vested in the Lord Advocate of *Scotland*, the Solicitor General of *Scotland*, and the Dean of the Faculty of Advocates in *Edinburgh*, all for the Time being, in Trust to the Intent and Effect that the said Lord Advocate, Solicitor General, and Dean of Faculty shall and do, as soon as conveniently may be after the same shall so vest in them, and after such Notice as they shall think fit shall have been given in the *Edinburgh Gazette* and such other Newspapers as they shall think proper, sell and dispose of the whole of the said Estate in One or more Lots, by public Roup or private Bargain, as they shall think fit, for the highest Price or Prices that can be obtained for the same; and the Disposition or Dispositions or other Rights or Conveyances to be granted by the said Lord Advocate, Solicitor General, and Dean of Faculty to the Purchaser or Purchasers thereof shall contain Procuratories of Resignation, Precepts of Sazine, and all other usual and necessary Clauses, and shall be good, valid, and effectual for vesting the Lands so to be sold, freed of all the Conditions, Limitations, Restrictions, and Provisions contained in the Entail under which the said Lands were previously held, and of all Burdens and Incumbrances,

brances, to such Purchaser or Purchasers freely and absolutely in Fee Simple.

Purchase Money to be laid out in Lands in England.

XXII. And be it further enacted, That after the Completion of such Sale the said Lord Advocate, Solicitor General, and Dean of Faculty shall forthwith remit the Price or Prices to be obtained for the Lands so sold to the Trustees in *England* for the Time being acting in the Execution of the said recited Acts and this Act, to the Intent that such Monies shall be applied, and the same are hereby directed and required to be so applied, in the Purchase of Manors, Lands, and Hereditaments in *England*, to be settled to and for the Uses and Estates to and for which the said Annuity of Nineteen thousand Pounds would by virtue of the first herein-before recited Act have stood limited if the same had not been funded or redeemed; and the same Manors, Lands, or Hereditaments, when so purchased and settled as aforesaid, shall be subject to such and the same Powers, Restrictions, Provisions, and Directions as in and by the said secondly herein-before recited Act are declared and contained of or concerning the Manors, Lands, Tenements, and Hereditaments thereby authorized or directed to be purchased, other than and except the Trusts in and by the same Act declared for the Application of the Monies from Time to Time to arise and be produced by every such Sale of Timber as in the same Act and herein-before is mentioned.

Purchasers, &c. of Estates in Scotland indemnified in paying Money.

XXIII. And be it further enacted, That the Purchaser or Purchasers of any such Lands in *Scotland* shall be sufficiently exonered and discharged of the Price of such Lands purchased by him, her, or them by a Receipt or Receipts to be granted by the said Lord Advocate, Solicitor General, and Dean of Faculty, and shall not in any way be answerable for the Application of such Purchase Money; and the said Lord Advocate, Solicitor General, and Dean of Faculty shall be fully indemnified for what they shall do and perform in the Execution of this Act by the Receipt of the said Trustees for the Balance of the Price or Prices of the Purchase Money to be obtained by such Sale, after Deduction of all the necessary Costs, Charges, and Expences attending such Sale; or in case of any Difficulty arising in the obtaining such last-mentioned Receipt, then by Payment of such Balance into the Bank of *England* in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there *ex parte* "The Purchasers of the Estate of the Duke of *Richmond*," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, and the General Orders of the said Court, without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second; and any Money so paid into the Bank of *England* as aforesaid shall be subject to the Order, Control, and Disposition of the said High Court of Chancery.

Money, until laid out in Lands, to be invested in the Funds.

XXIV. And be it further enacted, That until the Monies to be received by the said Trustees in *England* from the said Lord Advocate, Solicitor General, and Dean of Faculty shall be invested in the Purchase of Manors, Lands, or Hereditaments as herein-before is mentioned, it shall be lawful for the said Trustees in *England* to

invest the same in or upon any Government Stocks or Funds in *Great Britain*, or at Interest on any Real Securities in *England*, and to alter, vary, and transpose the same Stocks, Funds, or Securities at their Discretion.

The Act 5 G. 4. c. 87. not to extend to Entailed Estates.

XXV. And be it further enacted, That the Lands or Hereditaments in *Scotland* to be entailed under the Authority of this Act shall not be in anywise subject to the Provisions of an Act of Parliament passed in the Fifth Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act to authorize the Proprietors of Entailed Estates in* Scotland *to grant Provisions to the Wives or Husbands and Children of such Proprietors;* and that the said *Charles* now Duke of *Richmond*, or any Heir of Entail succeeding him, shall not, by virtue of the same Act or otherwise, have Power to burden the Lands or Hereditaments in *Scotland* so to be entailed, or any Part thereof, with any Provisions of any Kind for his Wife or for her Husband, or for any of his or her Children, and the same shall not be subject to any Claim of Dower or Terce or other legal Claim whatsoever of any Wife of the said *Charles* now Duke of *Richmond*, or of any Wife of any Heir of Entail succeeding him.

Heirs of Entail in Scotland not to charge the Estates for Improvements.

XXVI. And be it enacted, That it shall not be lawful for any of the Heirs of Entail of any Estate which may be purchased in *Scotland* as aforesaid to make any Money or any Part of any Money to be laid out by such Heir upon the Improvement of such Estate a Charge or Burden upon such Estate, or upon the succeeding Heirs of Entail of such Estate, any thing in an Act passed in the Tenth Year of the Reign of His Majesty King *George* the Third, intituled *An Act to encourage the Improvement of Lands, Tenements, and Hereditaments in that Part of* Great Britain *called* Scotland, *held under strict Entail*, to the contrary notwithstanding.

For leasing Lands described in the Third Schedule.

XXVII. Provided always, and be it further enacted, That it shall be lawful for the Trustees for the Time being under the said recited Acts and this Act (exclusive of the Lord High Treasurer or First Commissioner of the Treasury for the Time being), with the Consent and Approbation of the Person or Persons for the Time being entitled in Possession to the said Settled Estates, if such Person or Persons respectively shall be of full Age, or if not, then with the Consent and Approbation of his, her, or their Guardian or Guardians respectively, such Consent and Approbation to be testified in Writing under the Hand and Seal or Hands and Seals of the Person or Persons whose Consent and Approbation is hereby required, by Indenture or Indentures to demise or lease all or any Part of the said Lands or Grounds described in the said Third Schedule to this Act, for any Term or Number of Years not exceeding Ninety-nine Years in Possession, to any Person or Persons whomsoever who shall be willing substantially to improve or repair any of the present or any future Houses or Buildings upon any Part of the same Lands or Grounds, or to erect and build any House or Houses or other Buildings in lieu or stead thereto or in addition thereto, or to erect and build any House or Houses or other Buildings on any Part of the said Lands or Grounds whereon no Buildings shall be then standing, or who shall be willing

to annex any of the said Lands or Grounds for Gardens, Yards, or other Conveniences to Buildings erected and built or to be from Time to Time erected and built on the said Lands or Grounds or any of them, or otherwise to improve the said Lands or Grounds and Premises or any Part thereof; and with or without Liberty for the Lessee or Lessees to take down all or any Part or Parts of the Buildings standing on the Ground in such Leases respectively to be comprised, and to apply and dispose of the Materials thereof to such Uses and Purposes as shall be agreed on; and with or without Liberty for the Lessee or Lessees to set out and allot any Part or Parts of the Premises to be comprised in any such Lease or Leases as and for the Site of any Streets, Squares, Roads, Ways, Avenues, Passages, Sewers, Drains, 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 of the Premises; and also with or without Liberty for the Lessee or Lessees to dig and make, in or under any Land or Ground which may be set out and allotted for Streets, Squares, Roads, Ways, Avenues, or Passages as aforesaid, Arches, Cellars, or other Easements to any present or future Houses or Buildings; and also with or without Liberty for the Lessee or Lessees to dig, take, and carry away, in and out of the Land or Ground to be comprised in his, her, or their Lease or respective Leases, any such Earth, Clay, Sand, Loam, or Gravel as it shall be found 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 respective Leases, and to manufacture the same into Bricks or Tiles to be used in such new Buildings, Repairs, or Improvements as aforesaid; and also with or without any other Liberties or Privileges which to the same Trustees or Trustee (exclusive as aforesaid) for the Time being shall seem reasonable, and as are usual in Leases of a similar Description; so as in every such Lease or Demise there be reserved and made payable (except in the Cases where Peppercorn Rents may be reserved according to the Provisions herein-after contained) the best yearly Rent that can be reasonably had or gotten for the same, to be made payable half-yearly or oftener; and so as that every such Lease or Demise be made without taking any Fine, Premium, or Foregift, or any thing in the Nature thereof, for or in respect of making of the same; and so as in every such Lease or Demise made for the Purpose of having Buildings erected there shall be contained a Covenant on the Part of the Lessee or Lessees to build and finish the Messuages, Erections, and Buildings which may be agreed to be erected and built on the Premises, and within a Time to be specified for that Purpose, and to keep in repair during the Term such Messuages, Erections, and Buildings; and so as in every such Lease or Demise made for the Purpose of having Buildings repaired or rebuilt, there shall be contained a Covenant on the Part of the Lessee or Lessees substantially to rebuild or repair the same within a Time to be specified for that Purpose, and to keep in repair during the Term the Messuages and Buildings agreed to be rebuilt or repaired; and so as that in every such Lease or Demise, whether for building or repairing or otherwise, there be contained on the Part of the Lessee or Lessees a Cove-

a Covenant for the due Payment of the Rent or Rents to be thereby respectively reserved (unless the same shall be a Peppercorn), and of all Taxes, Charges, Rates, Assessments, and Impositions whatsoever affecting the same Premises; and also a Covenant for keeping the Messuages and Buildings erected and built and to be erected and built or repaired on the Premises to be therein comprised insured from Loss or Damage by Fire to the Amount of Four Fifths at the least of the Value thereof in some or One of the public Offices for Insurance in *London* or *Westminster*, and to lay out the Money to be received by virtue of such Insurance, and all such other Sums of Money as shall be necessary, in substantially rebuilding, repairing, and reinstating such Messuages or Buildings as shall be destroyed or damaged by Fire, and also to surrender the Possession of and leave in repair the Messuages, Erections, and Buildings to be erected and built or repaired on the Premises therein comprised, on the Expiration or other sooner Determination of the Term to be thereby granted; and so as in every such Lease or Demise there be contained a Power for the Person or Persons for the Time being entitled to the same Premises in Remainder or Reversion immediately expectant on the Term to be thereby granted, or his, her, or their Surveyors and Agents, to enter upon the Premises to inspect the Condition thereof; and also a Proviso or Condition of Re-entry for Nonpayment of the Rent to be thereby reserved (unless the same shall be a Peppercorn), or for Nonperformance of any of the Covenants, Provisoes, and Conditions therein contained on the Part of the Lessee or Lessees, and either with or without a Proviso that no Breach of any of the Covenants to be therein contained (except of the Covenant for Payment of the Rent, and such other Covenant or Covenants, if any, as may be agreed upon 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 Damage and Costs to be recovered in such Action should remain unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action; and every such Lease may also contain any other Covenants, Agreements, Powers, Conditions, or Restrictions usually inserted in Leases of a similar Description, or which shall appear reasonable to the Trustees for the Time being under the said recited Acts and this Act, exclusive of the said Lord High Treasurer or First Commissioner of the Treasury for the Time being; and so as that the respective Lessees execute Counterparts of their respective Leases, and deliver the same to the Person or Persons for the Time being entitled in Possession to the Rents, Issues, and Profits of the Premises so to be leased.

For Renewal of Leases.

XXVIII. Provided always, and be it further enacted, That it shall be lawful for the Trustees for the Time being under the said recited Acts and this Act (exclusive as aforesaid), with such Consent and Approbation as aforesaid, to grant any Lease or Leases, pursuant to the Powers and subject to the Restrictions herein-before contained, upon the Surrender of any Lease or Leases which may have been granted under the Power of leasing contained in the said secondly herein-before recited Act.

XXIX. And

Power to lay out and form Streets, Sewers, &c.

XXIX. And be it further enacted, That it shall be lawful for the Trustees for the Time being under the said recited Acts and this Act (exclusive as aforesaid), with such Consent and Approbation as aforesaid, to lay out and appropriate any Part of the said Lands and Grounds described in the said Third Schedule to this Act as and for a Way or Ways, Street or Streets, Square or Squares, Avenue or Avenues, Passage or Passages, Sewer or Sewers, or other Conveniences for the general Improvement of the Estate and the Accommodation of the Tenants or Occupiers thereof, in such Manner as shall be agreed upon in any such Grant, Demise, or Lease respectively, or in any general Deed to be executed for that Purpose, such general Deed, if any, to be sealed and delivered by the said Trustees (exclusive as aforesaid,) and to be enrolled in one of Her Majesty's Courts of Record at *Westminster*; and also by such Lease or Leases or general Deed to give and grant such Privileges and other Easements as they the same Trustees (exclusive as aforesaid), with such Consent and Approbation as aforesaid, shall deem reasonable or convenient.

Power to enter into Contracts for granting Leases.

XXX. Provided always, and be it further enacted, That it shall be lawful for the Trustees for the Time being under the said recited Acts and this Act (exclusive of the Lord High Treasurer or First Commissioner of the Treasury for the Time being), with such Consent and Approbation as aforesaid, to enter into any Contract or Contracts in Writing for granting any Lease or Leases of all or any Part or Parts of the said Lands or Grounds described in the said Third Schedule to this Act, with the Buildings (if any) which shall be standing thereon, pursuant to the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable, and to agree when and as any Land or Buildings so agreed to be let, or any Part or Parts thereof, shall be built, rebuilt, or repaired, laid out, formed, or improved, in the Manner and to the Extent to be stipulated in any such Contract or Contracts, by One or more Indenture or Indentures to demise and lease the Lands or Buildings mentioned in such Contract or Contracts, or any Part or Parts thereof, to the Person or Persons contracting to take the same as aforesaid, 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 to be specified in such Contract or Contracts, and in such Parcels, and 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 yearly Rent to be reserved on any such Lease shall bear a greater Proportion to all the Rent in the Contract 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 Rent shall not exceed One Seventh Part of the clear yearly Rack Rent Value of the Land or Buildings to be comprised in such Lease, when fit for Habitation and Use; and, if the same Trustees for the Time being shall think the same expedient (with such Consent or Approbation as aforesaid), to agree that the full Rents specified in such Contract or Contracts shall be reserved in the Leases to be granted of a given Quantity to be specified in such Contract or Contracts of the Lands and Grounds thereby agreed to be demised,

and that the Residue thereof shall be demised at the yearly Rent of a Peppercorn, either before or after the full Rent specified in such Contract or Contracts shall have been reserved in any Lease or Leases to be granted, and at such Time or respective Times and in such Manner as may be thought proper; or, if no given Quantity for such Purpose shall be specified in such Contract or Contracts, 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 said Lands or Grounds thereby agreed to be demised, the Residue thereof (if any) 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 subject to the yearly Rent of a Peppercorn, to agree to grant the same either before or after the Land or Ground to be therein comprised shall have been built upon, laid out, or improved; and to agree that the yearly Rents agreed to be reserved in such Contract or Contracts may be made to commence at such Period or Periods within One Year from the Date of such Contract or Contracts, and may be made to increase periodically, 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 or Contracts respectively shall be expressed, Regard being had to the Quantity of Land or Ground from Time to Time agreed to be demised, and the Progress of the Buildings stipulated to be erected thereon; and to agree that when and as any Lease or Leases shall be granted of any Part or Parts of the Hereditaments so contracted to be leased, the Hereditaments so for the Time being leased shall be discharged from such Contract or Contracts, and that the Person or Persons with whom such Contract or Contracts shall be entered into shall remain liable, in respect of such Part or Parts of the Hereditaments comprised in such Contract or Contracts 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 Contract or Contracts be provided for; and also to agree that the Person or Persons with whom such Contract or Contracts may be entered into may have, exercise, and enjoy all or any of the Liberties which are authorized to be granted to Lessees under the Power of leasing herein-before contained.

For vacating Contracts for Leases.

XXXI. Provided also, and be it further enacted, That in every such Contract there shall be inserted a Clause or Condition for vacating the same Contract as to or for Re-entry upon such Part or Parts of the Land and Buildings therein comprised and agreed to be let as shall not have been actually leased, and shall not be built or rebuilt, repaired, or laid out, formed, or improved, in the Manner therein stipulated within a reasonable Time to be therein appointed; 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 pay the reasonable Charges of preparing the same, within a reasonable Time to be thereby appointed, or that in default thereof such Contract shall as to the Lands and Buildings not actually leased by virtue of the same Contract be void; and every such Contract

shall be binding on the Trustees for the Time being under the said recited Acts and this Act (exclusive as aforesaid), and shall be carried into execution by a Lease or Leases to be granted in pursuance of the Powers and subject to the Restrictions herein-before contained, so far as the same should be applicable.

For granting Leases on Re-entry.

XXXII. And be it further enacted, That if the Duke of *Richmond* for the Time being, or other the Person or Persons for the Time being entitled to the immediate Remainder or Reversion of any Lands or Buildings to be comprised in any such Lease or Contract, should enter upon the same, or recover or obtain Possession of the Hereditaments comprised in any such Lease or Contract, under and by virtue of any Condition of Re-entry therein contained, then and in every such Case it shall be lawful for the Trustees for the Time being under the said recited Acts and this Act (exclusive as aforesaid), with such Consent and Approbation as aforesaid, to grant Leases, or enter into Contracts for the granting of Leases, and afterwards to grant Leases, of the same Hereditaments, under the Powers and Authorities herein-before contained, in the same Manner as if no Leases or Contracts for Leases thereof had been previously granted or entered into.

Power to alter Conditions of Contracts.

XXXIII. Provided always, and be it further enacted, That it shall be lawful for the Trustees for the Time being under the said recited Acts and this Act (exclusive as aforesaid), with such Consent and Approbation as aforesaid, from Time to Time to enter into any new Covenants or Agreements with any Person or Persons with whom any Contract or Contracts shall have been entered into by virtue of this Act, by way of Addition to or Explanation or Alteration of all or any of the Covenants and Agreements in such Contract or Contracts respectively to be contained, so nevertheless that such Contract or Contracts respectively shall, when so added to, explained, or altered, continue to be conformable with the Powers and Provisions of this Act; or to release the Person or Persons respectively with whom any Contract or Contracts shall have been entered into by virtue of this Act, and his, her, or their Executors, Administrators, or Assigns, of and from the Observance of all or any Part of the same Contract or Contracts respectively, and, if the same shall be thought expedient, to enter into any new Covenants or Agreements with such Person or Persons, or his or their Executors, Administrators, or Assigns, in lieu of the Part or Parts of the same Contract or Contracts respectively which shall have been so released, so nevertheless that after such Release or Releases respectively such Contract or Contracts respectively shall, notwithstanding any such new Covenants or Agreements as last aforesaid, continue to be conformable with the Powers and Provisions of this Act; or to accept a Surrender of all or any Part of the Hereditaments comprised in any such Contract or Contracts, and the Hereditaments so surrendered shall or may be contracted and agreed to be leased, and afterwards leased, under the Powers and Authorities herein-before contained, in the same or the like Manner as if no Contract or Contracts for leasing the same had been previously entered into or executed: Provided always, that every Lease to be granted under any of the Provisions of this Act shall be deemed and taken to be duly granted, although it should have been preceded by a Contract, and such Contract

should

should not in all respects have been duly observed; and that after any Lease shall have been executed the Contract for such Lease shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of the same Lease.

For confirming Leases in Cases of Informality.

XXXIV. And be it further enacted, That it shall be lawful for the Trustees for the Time being under the said recited Acts and this Act (exclusive of the Lord High Treasurer or First Commissioner of the Treasury for the Time being), if they should think fit, but nevertheless with such Consent and Approbation as aforesaid, to confirm any Lease or Leases to be granted by virtue of this Act in any Case in which, for some technical Error or Informality in granting or executing the same, or in entering into the Contract for granting the same, such Lease or Leases shall be void or voidable, or to grant any Lease or Leases, pursuant to the Powers and subject to the Restrictions hereinbefore contained, in lieu of such void or voidable Lease or Leases, for any Term or Number of Years not exceeding the then Residue of the Term or Terms of Years granted or purported to be granted by such void or voidable Lease or Leases, and at and under the same yearly Rent or Rents as was or were, or a larger Rent or Rents than was or were, reserved in such void or voidable Lease or Leases respectively; or to accept a Surrender or Surrenders of any Lease or Leases to be granted under this Act, and grant any Lease or Leases, pursuant to the respective Powers and subject to the respective Restrictions hereinbefore contained, of the Hereditaments comprised in the Lease or Leases so surrendered, for any Term or Terms of Years not exceeding the then Residue of the Term or Terms of Years granted by the Lease or respective Leases so surrendered, and at and under the same yearly Rent or Rents as was or were, or a larger Rent or Rents than was or were, reserved in the Lease or Leases so surrendered; so nevertheless that no Fine or Premium shall be accepted and taken for making any such Confirmation or Confirmations or new Lease or Leases respectively.

Power of appointing newTrustees.

XXXV. And be it further enacted, That the Power of appointing new Trustees contained in the said secondly herein-before recited Act, and all Provisions and Directions relating thereto, and the Clauses or Provisions contained in the same Act for enabling Three of the Trustees for the Time being to do and execute all such Trusts, Matters, and Things in execution of the Trusts as all the said Trustees respectively were thereby authorized and empowered to do, and for enabling the Lord High Treasurer or First Commissioner of the Treasury for the Time being to appoint a Substitute, or relating thereto respectively, shall be deemed and construed to extend and be applicable to the Purposes intended to be effected by this Act, and shall respectively be as good and valid to all Intents and Purposes for carrying into execution this Act as if the same respectively had been repeated and re-enacted in the Body of this Act.

Indemnity to Trustees.

XXXVI. And be it further enacted, That the Trustees for the Time being under the said Acts and this Act, or any of them, shall not be charged or chargeable with or accountable for any more of the Trust Monies and Premises than they shall respectively actually receive

or

or shall come to their respective Hands by virtue of the Trusts herein declared, nor with or for any Loss which shall or may happen to the same Trust Monies and Premises or any Part thereof, so as such Loss happen without their wilful Neglect or Default; and that it shall be lawful for the same Trustees for the Time being, and every of them, in the first place, by and out of the Monies which shall come to their Hands by virtue of the said Trusts, to deduct and retain and reimburse themselves respectively, or pay and satisfy all such Costs, Charges, Damages, and Expences as they shall respectively pay, incur, or be put unto for or by reason or means of all or any of the said Trusts, Powers, and Authorities, or the Management or Execution thereof, or any Act, Transaction, Matter, or Thing whatsoever in anywise howsoever relating thereto.

Providing for Expences of Act.

XXXVII. And be it further enacted, That it shall be lawful for the Trustees under the said recited Acts and this Act, and they are hereby directed and required, to raise, by the Sale of a sufficient Part of the said One hundred and forty-seven thousand eight hundred and ninety-eight Pounds Twelve Shillings and Two-pence Three Pounds *per Centum* Consolidated Bank Annuities, such a Sum of Money as shall be sufficient to pay the Costs, Charges, and Expences of or in anywise relating to the applying for and obtaining and passing this Act, and to apply the Money so to be raised in discharge of the same Costs, Charges, and Expences accordingly.

Court of Chancery may order Taxation of Costs.

XXXVIII. Provided always, and be it further enacted, That it shall be lawful for the High Court of Chancery from Time to Time, upon the Petition of any Party or Parties interested, to be presented in a summary Way, to make such Order or Orders as to the Court shall seem meet for ascertaining, taxing, and settling the Costs, Charges, and Expences herein-before directed or authorized to be paid or retained, and for taxing the Costs, Charges, and Expences of or relating to such Application to be made to the said Court, or incidental thereto, and also from Time to Time to make an Order, if to the same Court shall seem fit, for the Payment of all such Costs, Charges, and Expences out of the Monies herein-before authorized to be applied for that Purpose.

For producing Accounts of Trustees in Scotland.

XXXIX. And be it further enacted, That the said Trustees may apply by summary Petition to the Court of Session in *Scotland*, in either of the Divisions thereof, and the Court of Session is hereby required to order Production of the Accounts of the Trustees so far as regards the Purchases to be made in *Scotland* under the Authority of this Act, and after Consideration thereof to ascertain by their Decreet the Sum for which the Trustees shall be entitled to take Credit.

General Saving.

XL. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said *Charles* now Duke of *Richmond*, and the said Lord *John George Lennox*, and the Heirs Male of the Body of the said Lord *George Henry Lennox*, and the

the Heirs of the Body of the said *Charles* First Duke of *Richmond*, and the Queen's most Excellent Majesty, Her Heirs and Successors, and all and every other Person and Persons having or claiming or who shall or may hereafter have or claim any Estate, Right, Title, or Interest of, in, to, or upon the said Hereditaments which have been purchased and taken in exchange respectively as aforesaid, and have not been conveyed away in exchange as aforesaid, or any of them or any Part thereof respectively, under or by virtue of the said recited Acts or either of them, or under or by virtue of any Conveyance or Assurance made or executed upon the Purchase or Exchange of any Lands or Hereditaments under the Provisions of the said secondly herein-before recited Act,) all such Estate, Right, Title, Interest, Property, Claim, or Demand whatsoever of, in, to, or upon the said Hereditaments which have been purchased and taken in exchange respectively as aforesaid, and have not been conveyed away in exchange as aforesaid, as they or any of them had, held, or enjoyed before the passing of this Act, or could or might have had, held, or enjoyed in case this Act had not been made.

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

XLI. 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.

The

The FIRST SCHEDULE to which the foregoing Act refers.

Parishes.	Farms.	Tenants.	Arable Land.	Meadow Land.	Down Land.	Total.	Gross Rents.
			A. R. P.	A. R. P.	A. R. P.	A. R. P.	£
Boxgrove, Westhampnett, East Lavant, Singleton, East Dean, Tangmere, Oving, Merston, Eartham, Itchenor, Birdham, East Wittering, Earnley, Funtingdon, Westbourne, and West Stoke; all in the County of Sussex.	Mansion House, called Goodwood House, with the Lodges, Outbuildings, and Appurtenances, Park, Lawns, Gardens, and Paddocks.	- - -	- -	- -	- -	460 0 0	—
	Goodwood Farms -	In hand -	- -	- -	- -	1,113 2 18	—
	Woodcotte Farm -	Thomas Halstead.	302 0 28	11 0 38	- -	313 1 26	482
	Westerton Farm -	Thomas Halstead.	236 2 36	8 1 22	- -	245 0 18	488
	Old Place Farm -	Messrs. Henty	157 1 32	15 0 33	- -	172 2 25	280
	Westhampnett Farm -	Stephen Cogan	177 3 33	9 0 23	- -	187 0 16	350
	Strettington Farm -	Thomas Fogden.	135 0 16	23 2 23	- -	158 2 39	273
	Strettington Little Farm.	John Inkpen -	170 0 38	9 0 4	- -	179 1 2	205
	Land at Strettington -	Thomas Mills	37 3 37	1 3 17	- -	39 3 14	44
	Tangmere Farm -	George Osborn	217 2 12	55 0 17	10 1 22	283 0 11	475
	Tangmere Meadow -	William Osborn	- -	10 0 17	- -	10 0 17	18
	St. Mary's Farm -	Charles Stamp	124 2 15	8 3 36	- -	133 2 11	220
	Priory Farm - -	George Souter	216 2 38	16 2 13	78 2 2	311 3 13	284
	Land, late Stamp's -	Thomas White	101 0 35	12 1 26	54 3 0	168 1 21	130
	Warehead Farm -	Charles Tuer -	144 2 18	18 1 28	80 3 23	243 3 29	175
	Selhurst Park Farm -	Thomas Cousens.	397 2 6	30 0 20	482 3 28	910 2 14	250
	Droke Farm - -	William Fogden.	221 2 23	22 3 5	552 0 15	796 2 3	205
	Stean Farm - -	Edmund Fogden.	265 2 2	22 0 0	687 0 2	974 2 4	170
	East Dean Manor Farm.	Thomas Johnson.	354 1 21	15 1 24	380 3 28	750 2 33	300
	Charlton Farm -	John Ewens -	267 2 5	10 0 14	213 3 29	491 2 8	250
	East Lavant Manor Farm.	Charles Duke	270 2 13	60 2 32	295 2 1	626 3 6	504
	Singleton Farm -	John Newman	252 2 22	26 3 12	505 1 33	784 3 27	486
	Old House Farm -	William Gibbs	132 0 35	18 0 2	- -	150 0 37	200
	Birdham Farm -	Charles Woodland.	58 2 18	1 2 12	- -	60 0 30	100
	East Wittering Farm	John Rusbridger.	156 2 12	6 2 20	- -	163 0 32	275
	Holden's Farm -	Executors of Mary Florance.	63 0 17	7 3 32	- -	71 0 9	140
	Adsdean Farm -	John Scardeville.	208 2 2	2 0 0	105 3 22	316 1 24	112
	Funtington Farm -	John Pescott -	163 1 3	29 2 10	- -	192 3 13	262
	Stoke House, &c. -	C. S. Dickens, Esq.	44 1 19	126 3 27	- -	171 1 6	*260
	Stoke Farm - -	William Young	194 2 25	1 1 3	309 2 17	505 2 5	305
	Grove's Farm -	George Duke	183 3 0	3 3 0	- -	187 2 0	307
	East Lavant Farm -	R. B. Robins, &c.	360 1 26	7 1 8	- -	367 2 34	380
					Total - -	11,542 0 25	7,930

* Apportioned Rent for the Land, exclusive of the House.

John Rusbridger.

The SECOND SCHEDULE to which the foregoing Act refers.

WE and the Trustees under the Act passed in the First Year of the Reign of Her Majesty Queen Victoria, intituled [*here set forth the Title of the foregoing Act*], considering that by the said Act of Parliament it is (inter alia) enacted [*here recite the Provisions of the Act empowering the Trustees to purchase Lands in Scotland, and to entail the same, according to the Forms of the Law of Scotland, upon the Duke of Richmond, &c., including verbatim the Clauses in the foregoing Act as to the Acts of the Tenth Year of the Reign of King George the Third and Fifth Year of the Reign of King George the Fourth; then the Fact of a Purchase or Purchases having been made, &c.*]: Therefore we, in Terms of the said recited Act of Parliament, with the special Advice and Consent of the said Charles now Duke of Richmond and Lennox, and I the said Charles now Duke of Richmond and Lennox, for all Right and Interest I have in the Premises, have alienated and disponed, as we do hereby, with and under the Conditions, Provisions, Declarations, Prohibitions, Restrictions, Clauses irritant and resolutive, Exceptions, and Reservations herein-after inserted, alienate and dispone, to and in favour of the said Charles Duke of Richmond and Lennox and the Heirs Male of his Body, whom failing, to the Heirs Male of the Body of the deceased Lord George Henry Lennox, Grandfather of the said Charles Duke of Richmond and Lennox, which Lord George Henry Lennox was Brother of Charles Third Duke of Richmond and Lennox, Grandson and Heir of the Body of Charles First Duke of Richmond and Lennox, whom failing, to the Heirs of the Body of the said Charles First Duke of Richmond and Lennox, whom failing, to revert to Her Majesty, Her Heirs and Successors, heritably and irredeemably, all and whole [*here describe the Lands*], together with all Right, Title, and Interest which we, as Trustees and Purchasers foresaid, had, have, or anywise can claim or pretend to the said Lands and others, or any Part or Portion thereof, but always with and under the Conditions, Provisions, Declarations, Prohibitions, Restrictions, Clauses irritant and resolutive, Exceptions, and Reservations under written, and which are hereby appointed to be inserted in the Charter and Infeftment to follow hereupon, and in all future Investitures and Transmissions of the Lands and others above disponed and Infeftments to follow thereupon, otherwise the same to be void and null: Providing always and declaring, as it is hereby specially provided and declared, that if the Succession to the said Lands and others above disponed shall at any Time open to the Heirs of the Body of the said Charles the First Duke of Richmond and Lennox, and if, under the Destination to such Heirs, Heirs Portioners shall at any Time become entitled to succeed to the said Lands and others, then and in that Case the said Lands and others shall thereupon be and become vested in the Lord Advocate of Scotland, the Solicitor General of Scotland, and the Dean of the Faculty of Advocates in Edinburgh, all for the Time being, upon the Trusts and for the Purposes in that Behalf expressed and declared in the said recited Act: Providing and declaring also, as it is hereby specially provided and declared, first, that it shall not be lawful to nor in the Power of the said Charles now Duke of Richmond and Lennox, or the Heirs Male of his Body, or the other Heirs of Tailzie foresaid, to alter the said Tailzie or Order of Succession above written, or to make or do any Act or Deed which can be construed or infer any Innovation or Change thereof, directly or indirectly; but with this Exception alone, that if any Person or Per-

sons called to the Succession of the said Lands and others in virtue hereof shall be convicted of Treasons or Misprision of Treason, or shall be under any other legal Incapacity which might exclude or dishabilitate them from taking, holding, or enjoying the said Lands and others, then and in that Case it shall be in the Power of the Heir who shall be in the Fee of the same under this Entail, as often as such Case shall happen in all Time coming, by a Deed under his Hand to renew the said Tailzie in favour of himself and the other Heirs called after him to the Succession, according to the Order above written, omitting and passing by such incapacitated Person in the same Manner as if he were naturally dead; secondly, that it shall not be lawful to nor in the Power of the said Charles now Duke of Richmond and Lennox, or the Heirs of Entail above mentioned, or any of them, to sell, dispone, dilapidate, or put away the Lands and others above disponed, or any Part thereof, or to break, innovate, or impugn this present Tailzie, or to contract Debts whereby the same or any Part thereof may be incumbered or evicted by Adjudication or otherwise whatsoever, or to do any other Fact or Deed, civil, criminal, or treasonable, or any Act, by Commission, Omission, or otherwise, whereby the Lands and others above disponed or any Part thereof may be anywise adjudged, evicted, or forfeited, or otherwise affected in prejudice or defraud of the Heirs of Tailzie above mentioned successively, according to the Order and Substitution above written; and providing and declaring always, as it is hereby specially provided and declared, that the Lands and others above disponed, or any Part thereof, shall not be affected or burdened with, or liable to be adjudged or anywise evicted, either in whole or in part, for or by any such Deeds or Debts, legal or voluntary, contracted or granted by the said Charles now Duke of Richmond and Lennox, or any of the Heirs succeeding thereto, whether before or after their Succession to or attaining Possession of the said Lands and others, or with or by the Commissions, Acts, or Deeds committed or done by them or any of them, prior or posterior to their Succession; thirdly, that it shall not be lawful to nor in the Power of the said Charles now Duke of Richmond and Lennox, or of the said Heirs of Tailzie, or any of them, to set Tacks of all or any Part of the said tailzied Lands and others for a longer Space than Nineteen Years, or to set any Tack or Tacks for Grassums or Fines so as to lessen the fair and adequate Rents, or with a Diminution of the former Rents, except in case of Necessity, to be ascertained by Decree of the Sheriff of the County within which the Lands lie, or of the Court of Session, in which Case it shall be lawful to set Tacks for any Space not exceeding Seven Years at the best or highest Rent which can be got by public Roup at the Time, and also without taking any Grassum or Entry Money, and that such Tacks shall only be renewed for the like Space and without Grassums until the said Lands shall be restored to the former Rents; and it shall not be lawful to the said Duke or any of the Heirs of Tailzie to grant any Tack of the Mansion House of the said Lands, or of the Offices, Gardens, or Inclosures or Policies thereof, for a longer Space than the Grantor's Life; fourthly, that the Heirs of Tailzie succeeding to the Lands and others above disponed shall always be and they are hereby bound and obliged to obtain themselves duly and timeously entered and infeft therein, to prevent non-entry Duties from running on to affect the same; fifthly, that if the said Charles now Duke of Richmond and Lennox, or any of the Heirs of Tailzie above specified, shall contravene all or any of the Prohibitions, Conditions, Limitations, Restrictions, and Obligations above written, then and in either of these Cases, not only are all such contraventional Acts, Deeds, and Debts hereby declared null and void in themselves, but also the said Duke and the other Persons so contravening shall thereby lose and forfeit for themselves allenarly (without Prejudice to their other Heirs) their Right to the Lands and others before disponed, and the Infeftments and other Rights in their Persons shall from thenceforth become void and extinct and null ipso facto, and be held as such by way of Exception or Reply, and, without any Declarator to follow thereupon, it shall be lawful to the next immediate Heir of Tailzie in existence for the Time who is entitled to succeed to the foresaid Lands and others by virtue hereof,

hereof, either to be served Heir in special in the said Lands and others to those who died last vest and seised therein before the Contravenor, and thereupon to be retoured and infeft, without being subject or liable to the Contravener's Debts or Deeds, or otherwise to pursue by way of Declarator or legal Sentence, and thereby establish the Right of the said Lands and others completely in their Persons and in the Persons of the remanent Heirs of Tailzie who are to succeed to them as is above provided, any Law or Practice to the contrary notwithstanding; but always with and under the Exception following; viz. declaring, as it is hereby provided and declared, that, notwithstanding the aforesaid Limitations and Restrictions, it shall be lawful to the said Charles now Duke of Richmond and Lennox, and the Heirs of Tailzie in Right and Possession for the Time, to grant, for the Benefit of the Entailed Estate and future Heirs of Tailzie, small Feus of any Parts or Portions of the said Lands and others (excepting always the Lands contiguous to the said Mansion House of the aforesaid Lands, or forming Part of the Inclosures or Policies thereof,) to Artificers, Fishers, and Traders, for Houses and Yards for their Accommodation in carrying on Trade and Manufactories, not exceeding a Scotch Acre for each Feu, and that without any Price to be paid therefor, but only for the highest annual Feudity that can be got, payable at Martinmas yearly, and doubling the same at the Entry of each Heir thereto, and paying One full Year's Rent of the Ground and of the Houses and others that shall be thereon built at the Entry of every singular Successor, and to be subject to such further Conditions, Regulations, and Restrictions as shall be thought necessary to be made by the said Duke or Heirs of Tailzie from Time to Time for the Benefit of the foresaid Estate; and it is hereby expressly declared, and shall be inserted in all Dispositions, Conveyances, Instruments of Sazine and others following hereon in all Time coming, that in the Terms before recited, contained in the foresaid Act of Parliament, "the Lands or Hereditaments in Scotland entailed under the Authority of this Act shall not be in anywise subject to the Provisions of Two Acts of Parliament, one passed in the Tenth Year of the Reign of His Majesty King George the Third, intituled 'An Act to encourage the Improvement of Lands, Tenements, 'and Hereditaments in that Part of Great Britain called Scotland, held under 'strict Entail;' and another passed in the Fifth Year of the Reign of His late Majesty King George the Fourth, intituled 'An Act to authorize the Proprie-'tors of Entailed Estates in Scotland to grant Provisions to the Wives or 'Husbands and Children of such Proprietors;' and that the said Charles now Duke of Richmond and Lennox, or any Heir of Entail succeeding him, shall not by virtue of the same Act or otherwise have Powers to burden the Lands or Hereditaments in Scotland so entailed, or any Part thereof, with any Provision of any Kind for his Wife or for her Husband, or for any of his or her Children, and the same shall not be subject to any Claim of Dower or Terce or other legal Claim whatsoever of any Wife of the said Charles now Duke of Richmond and Lennox, or of any Heirs of Entail succeeding him;" in which Lands and others herein-before disponed we bind and oblige ourselves and our Heirs and Successors to infeft and seise the said Charles now Duke of Richmond and Lennox, and the Heirs Male of his Body, whom failing, the other Heirs of Tailzie above mentioned, in their Order, with and under the Conditions, Provisions, Declarations, Prohibitions, Restrictions, Clauses irritant and resolutive, Exception and Declaration above inserted; and that by Two several Infeftments and Manners of holding, the one thereof to be held of us and our foresaids in free Blench for the Payment of a Penny Scots Money, on the Ground of any Part of the foresaid Lands, in the Name of Blench Farm, at Whitsunday yearly, if asked only, and the other from us of and under our immediate lawful Superiors thereon, by the same Tenure by which we hold or might have held the same, and that either by Resignation or Confirmation, or both, the one without Prejudice of the other; and for expeding the said Infeftment by Resignation we hereby constitute and appoint jointly and severally our lawful and irrevocable Procurators, for us and in our Name to resign, as we hereby resign, surrender, and overgive, all and whole the several

Lands and others specified in the dispositive Clause of these Presents, and here held as repeated, in the Hands of our immediate lawful Superior thereof, or of their Commissioners in their Name having Power to receive Resignations, and thereupon grant new Infeftments in favour and for new Infeftment of the same to be given and granted to the said Charles now Duke of Richmond and Lennox, and the Heirs Male of his Body, whom failing, the other Heirs of Tailzie above mentioned, in their Order, heritably and irredeemably, but with and under the Conditions, Provisions, Declarations, Prohibitions, Restrictions, Clauses irritant and resolutive, Exceptions and Reservations above inserted, which are hereby expressly appointed to be inserted verbatim in the Charter and Sazine to follow hereon, and in all subsequent Investitures of the foresaid Lands, Acts, Instruments, and Documents thereupon, to ask and take and generally every other Thing in relation to the Premises to do which to the Office of Procurator in such Cases belongs, ratifying hereby and confirming whatever our said Procurators shall lawfully do or cause to be done in virtue hereof; which Lands and others above disponed, with this Disposition thereof, and Infeftments to follow herein, we bind and oblige ourselves to warrant to the said Charles now Duke of Richmond and Lennox, and foresaids, from all Acts and Deeds done or that may be done by us prejudicial thereto; as also we hereby assign to the said Duke and foresaids, not only the whole Writs and Title Deeds of the Lands and others before disponed, with the whole Clauses and Obligations therein contained, and all Action, Diligence, and Execution competent thereon, but also the Rents, Mails, and Duties of the said Lands and others, from and after the Term of being the stipulated Term of Entry thereto, with full Powers to uplift, receive, pursue for, and discharge the same; and we bind and oblige ourselves and foresaids to free and relieve the said Duke and foresaids of all Cess, Ministers Stipends, Schoolmasters Salaries, and other public and parochial Burdens affecting the said Lands and others at and preceding the said Term of Entry, he and they being bound to relieve us thereof in all Time hereafter; and we consent to the Registration hereof in the Books of Council and Session or others competent for Preservation, and in the Record of Taillies for Publication, and thereto constitute our Procurators, &c.: And further, we hereby desire and require you jointly and severally, our Bailies in that Part hereby specially constituted, that on Sight hereof ye pass to the Ground of the Lands and others above disponed respectively and successively, [*or if there be a Clause of Dispensation in the Title Deeds, the Precept of Sazine may be expressed in Terms thereof,*] and there give and deliver to the said Charles now Duke of Richmond and Lennox, or the Heirs Male of his Body, whom failing, the other Heirs of Tailzie before mentioned, in their Order, heritable State and Sazine, real, actual, and corporal Possession of all and whole the several Lands and others specified in the dispositive Clause of these Presents and here held as repeated, but always with and under the Conditions, Provisions, Declarations, Prohibitions, Restrictions, Clauses irritant and resolutive, and Exception and Declaration above inserted, which are hereby appointed to be verbatim inserted in the Sazine to follow hereon and in all subsequent Investitures; and that by Delivery to the said Duke or his foresaids, or to his or their certain Attorney or Attornies in his or their Names, Bearers hereof, of Earth and Stone of the Ground of the said Lands and others, and all other Symbols usual and requisite; and this in nowise ye leave undone. Which to do we commit to you and each of you our Bailies foresaid full Power by this our Precept of Sazine directed to you for that Effect. In witness whereof

The

The THIRD SCHEDULE to which the foregoing Act refers.

	A.	R.	P.
A Piece or Parcel of Land called East Lake Field, situate in the Parish of South Bersted in the County of Sussex, and fronting the new Road from thence to Bognor - - - - -	11	1	36
A Piece or Parcel of Land, with a Messuage or Dwelling House, Stable-yard, Garden, and Field, situate on the North Part of the City of Chichester, and called the Gray Fryars - - -	10	0	4

John Rusbridger.

LONDON: Printed by GEORGE EYRE and ANDREW SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1837.