



ANNO TRICESIMO NONO & QUADRAGESIMO

# GEORGI III. REGIS.

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## Cap. 117.

An Act for enabling Trustees to enfranchise Copyhold Messuages or Tenements in the Manor of *Brightbelmston*, in the County of *Suffex*, and to grant Leases of certain other Tenements within the said Manor, devised by the Will of the late *Charles Scrase* Esquire, deceased. [30th May 1800.]

**W**HEREAS *Charles Scrase*, formerly of the *Inner Temple*, *London*, but afterwards and late of *Brightbelmston*, in the County of *Suffex* Esquire, deceased, by his last Will and Testament in Writing, executed and attested in such Manner as is required by Law for the devising of Real Estates, and bearing Date the Third Day of *December*, which was in the Year One thousand seven hundred and ninety-one, gave and devised unto *Anthony Dickins* of *Lincoln's Inn Fields*, in the County of *Middlesex*, Esquire, (by the Description of his Son-in Law *Anthony Dickins*), *William Dickins* of the *Middle Temple*, in the City of *London*, Esquire, (by the Description of his Brother *William Dickins*, meaning thereby the Brother of the said *Anthony Dickins*), and *John Sawyer*, therein described to be of *Heywood Lodge*, *Berkshire*, Esquire, and their Heirs, his Manor of *Brightbelmston*, in the County of *Suffex*, with the Appurtenances, and also his Manor House, in which he (the said Testator) then dwelt and occupied, called *Stein House*, and all other his Houses, Farms, Lands, Tenements, Hereditaments, and Premises whatsoever in *Brightbelmston* aforesaid, and in *Ditchling* and *Blatchington*, or elsewhere, in the County of *Suffex*, to the Use of the said

Preamble.  
3d December 1791. Will of Charles Scrase Esquire.

[Loc. & Per.] 24 B Anthony

*Anthony Dickins, William Dickins, and John Sawyer, their Heirs and Assigns, upon Trust that they the said Trustees, and the Survivors and Survivor of them, or his Heirs, should and might, as soon as conveniently might be after his Decease, (taking the Advice of Counsel thereon), convey, lettle, and assure the said Manor and Premises to the Use of his Grandson, Charles Dickins (now Charles Scrase Dickins) and his Assigns, for his Life, without Impeachment of Waste; Remainder to the Use of the said Anthony Dickins, William Dickins, and John Sawyer, and their Heirs, during the Life of the said Charles Dickins, (now Charles Scrase Dickins), in Trust to preserve Contingent Remainders; with Remainder to the Use of the First and every other the Son and Sons of the said Charles Dickins (now Charles Scrase Dickins) severally and successively in Tail General; with Remainder to the Use of his (the said Testator's) Grandson, Thomas Dickins, and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste; with Remainder to the said Trustees, and their Heirs, during the Life of the said Thomas Dickins, in Trust to preserve Contingent Remainders; with Remainder to the Use of the First and all and every the Son and Sons of the said Thomas Dickins, severally and successively in Tail General; with Remainder to the Use of his (the said Testator's) Grandson William Dickins, and his Assigns, during the Term of his natural Life, without Impeachment of Waste; with Remainder unto the said Trustees and their Heirs, during his Life, in Trust to preserve Contingent Remainders; with Remainder to the Use of the First and all and every the Son and Sons of his said Grandson William Dickins, severally and successively in Tail General; with Remainder to the Use of the said Testator's Grand-daughter Sarah, the Wife of the said John Sawyer, and her Assigns, during her natural Life, without Impeachment of Waste, to and for her own separate Use and Behoof; with Remainder unto the said Trustees, and their Heirs, during her Life, in Trust to preserve Contingent Remainders; with Remainder to the Use of the Second, Third, and all and every the Son and Sons of the said Sarah (except the eldest) severally and successively in Tail Male; with the Remainder to the Use of the First and eldest Son of the said Sarah in Tail Male; with Remainder to the Use of his (the said Testator's) own right Heirs for ever. And the said Testator, by his said Will, provided and thereby declared his Will to be, that the Devise, Limitations, and Settlement of his Manor, Messuages, Lands, Tenements, and Hereditaments, therein-before mentioned, and also those to be purchased for the like Purposes (as is therein-before particularly mentioned) were given, made, and limited upon the express Condition that his said Grand-children Charles Dickins (now the said Charles Scrase Dickins), Thomas Dickins, and William Dickins, and their Heirs, should, as and when they should severally come into the actual Possession of the said Manor, Messuages, Lands, Tenements, and Hereditaments, by virtue of the Limitations aforesaid, take upon him and themselves the Surname of Scrase, together with the Surname of Dickins, and use his (the said Testator's) Family Arms, together with the Arms of the Family of Dickins, and stile and write him and themselves by the Surnames of Scrase Dickins, in Words at Length; and in case he or they should neglect or refuse so to do, he the said Testator declared his Will to be, that the Devise, Use, and Limitation of that his Will, given and made to the Party so refusing or neglecting to take the Surname or Surnames of Scrase Dickins, and the Arms aforesaid, should cease and be void, and the Estate should go over to the next Male in Remainder, taking upon himself the Name or Names of Scrase Dickins, and using the Arms aforesaid,*

and

and that proper Power and Authority be applied for and endeavoured to be procured by Act of Parliament, or by the King's Sign Manual, for the Purpose before-mentioned, and a proper Clause for that Purpose be inserted in the Settlement by him directed to be made; and, after noticing that his Estate at *Brightbelmston* was so circumstanced, and the greatest Part thereof being dispersed in Common Fields or Lanes, further declared his Will to be, that the Person or Persons, as they should severally become possessed of the before-mentioned Premises, should not grant or lease the same, or any Part thereof, for any Number of Years, or otherwise than from Year to Year, (except as therein and herein-after is mentioned); that is to say, that in regard *Brightbelmston* was become a publick Place, and was likely to continue so, and that the Rents and Profits of the said Messuages, Lands, and Premises would very much increase in Buildings, Reparations, and other Improvements, by granting Building Leases, he did thereby authorize and appoint proper Clauses to be inserted in his said Settlement by him directed to be made, whereby it should be lawful for his Grandsons *Charles, Thomas, and William*, and his Grand-daughter *Sarah Sawyer*, and each and every of them, as and when they should severally become possessed of his Messuages, Lands, Tenements, Hereditaments, and Premises so limited and settled as aforesaid, by any Deed or Deeds, Writing or Writings, properly attested, to make any Lease or Leases of the said Messuages, Tenements, Land, Ground, Hereditaments, and Premises, (except his Manor and Capital House and Premises on the *Stein*), or any Part thereof, to any Person or Persons, for any Number of Years not exceeding Ninety-nine Years, in Possession and not in Reversion; so as in every such Lease and Leases there be reserved a considerable Increase of Rent from what was the then Value thereof; and so as that the most improved Ground Rent that can be got for the same, without taking any Sum of Money or other Thing in lieu thereof; and so as in every such Lease and Leases there be contained all such necessary and usual Covenants, Provisoes, and Agreements between the Parties, as should be usually inserted in Building Leases; and the said Testator, (after reciting or noticing that several Parts of his Estates in *Sussex* by him devised as aforesaid, had been conveyed and surrendered to the said *Anthony Dickins* and *Sally* his Wife, and their Heirs, or unto the said *Anthony Dickins* and his Heirs, in Trust for him the said Testator, and to be disposed of as he should direct or appoint), did thereby give, devise, direct and appoint, all and singular the said Lands, Tenements, and Hereditaments, to be conveyed and surrendered to the same Uses, Intents, and Purposes, as he had given, devised, limited, and appointed his Estates in *Sussex* in Settlement; and the Testator thereby appointed the said *Anthony Dickins, Sally Dickins, Charles Dickins*, (now *Charles Scrase Dickins*), and *Thomas Dickins*, Executors of his said Will: And whereas the said *Charles Scrase*, the

13th January  
1792. Testator's Death.

Testator, departed this Life on or about the Thirteenth Day of *January* in the Year One thousand seven hundred and ninety-two, without having revoked or altered his said Will, leaving his Grandsons, the said *Charles Dickins*, (now *Charles Scrase Dickins*), *Thomas Dickins, William Dickins*, and his said Grand-daughter *Sarah*, the Wife of the said *John Sawyer*, him surviving: And whereas the said *Anthony Dickins, Charles Dickins*, (now the said *Charles Scrase Dickins*) and *Thomas Dickins*, the Executors, soon after the Decease of the said Testator, duly proved his said Will in the Ecclesiastical Court of the Archbishop of *Canterbury*: And whereas in and by certain Indentures of Lease and Release, bearing Date respectively the Ninth and Tenth Days of *February*, in the Year of our Lord

One

9<sup>h</sup> and 10<sup>th</sup>  
February 1792.  
Settlement  
pursuant to  
the Will.

One thousand seven hundred and ninety-two, the Release being of Three Parts, and made between the said *Anthony Dickins, William Dickins, and John Sawyer*, (therein described as Devisees in Trust, named in the last Will and Testament of the said *Charles Scrase*, deceased, of the First Part; *William Mainwaring* and *Henry Earle*, Esquires, (Prothonotaries of His Majesty's Court of Common Pleas at *Westminster*), of the Second Part; and the said *Charles Scrase Dickins*, by the Name and Description of *Charles Dickins* of *Brightelmston* aforelaid, Esquire, and the said *Thomas Dickins* and *William Dickins*, by the Description of the Reverend *William Dickins* Clerk, (the Three Sons of the said *Anthony Dickins*, and Grandsons of the said *Charles Scrase*, in his said Will named), of the Third Part; the said Manor of *Brightelmston*, with the Rights, Members, and Appurtenances thereof, and the said Manor House called *The Stein House*, and all and singular other the Houses, Lands, Tenements, Grounds, Hereditaments, and Freehold Estates, late of the said *Charles Scrase*, situate, lying, and being in *Brightelmston, Ditchling, and Blatchington*, or elsewhere, in the said County of *Sussex*, and which, by his said in Part recited Will, were devised unto and to the Use of them the said *Anthony Dickins, William Dickins* his Brother, and *John Sawyer*, their Heirs and Assigns, upon the Trusts therein and herein-before expressed, with their and every of their Rights, Members, and Appurtenances, were conveyed, limited, settled, and assured, to the Use of the said Testator's Grandson the said *Charles Dickins*, (now the said *Charles Scrase Dickins*), and his Assigns, for his Life, without Impeachment of Waste; with Remainder to the Use of the said *Anthony Dickins, William Dickins* his Brother, and *John Sawyer*, and their Heirs, during the Life of the said *Charles Dickins*, in Trust to preserve Contingent Remainders; with Remainder to the Use of the First Son of the said *Charles Dickins*, in Tail General; with Remainder to the Use of the Second, Third, and all and every other Son and Sons of the said *Charles Dickins*, severally and successively in Tail General; with Remainder to the Use of the said Testator's Grandson *Thomas Dickins*, and his Assigns, for his Life, without Impeachment of Waste; with Remainder to the Use of the said Trustees, and their Heirs, during the Life of the said *Thomas Dickins*, in Trust to preserve Contingent Remainders; with Remainder to the Use of the First Son of the said *Thomas Dickins*, in Tail General; with Remainder to the Use of the Second, Third, and all and every other Son and Sons of the said *Thomas Dickins*, severally and successively in Tail General; with Remainder to the Use of Testator's Grandson *William Dickins*, and his Assigns, for his Life, without Impeachment of Waste; with Remainder to the Use of the said Trustees, and their Heirs, during the Life of the said *William Dickins* the Grandson, in Trust to preserve Contingent Remainders; with Remainder to the Use of the First Son of the said *William Dickins*, in Tail General; with Remainder to the Use of the Second, Third, and all and every other the Son and Sons of the said *William Dickins*, severally and successively in Tail General; with Remainder to the Use of the Testator's Grand daughter, the said *Sarah Sawyer*, the Wife of the said *John Sawyer*, and her Assigns, for her Life, without Impeachment of Waste, to and for her own sole and separate Use and Benefit; with Remainder to the said Trustees, and their Heirs, during her Life, in Trust to preserve Contingent Remainders; with Remainder to the Use of the Second, Third, Fourth, and all and every other the Son and Sons of the said *Sarah Sawyer*, (other than and except her eldest, and such as might eventually become an eldest Son), severally and successively in Tail Male; with Remainder to the Use of the First or eldest Son of the said *Sarah Sawyer*,

*Sawyer*, in Tail Male; with Remainder to the Use of the right Heirs of the said Testator *Charles Scrase*, deceased, for ever; and the said Indenture of Release and Settlement contains such Clauses for enforcing the Condition contained in the said Will of the said *Charles Scrase* deceased, that the several Persons thereby taking the said devised Estates, and their Heirs, should take and use the Surname and Arms of *Scrase*; and for preventing their leasing the Lands or Grounds late of the said Testator, at or in *Brightbelmston* aforesaid, otherwise than from Year to Year, or as in the said Will is expressed or directed, and such Powers of leasing the said Messuages, Lands, Tenements, Hereditaments, and Premises thereby settled, (except the said Manor and Capital Messuage and Premises on the *Stein* aforesaid), for any Number of Years not exceeding Ninety-nine Years, for the Purpose of building or repairing, and such Power of making Exchanges of the said Estates thereby settled, and such other Clauses, Provisoes, Powers, and Conditions, as are in and by the said Will of the said *Charles Scrase*, deceased, directed to be inserted in the Settlement to be made concerning the said devised Estates, pursuant to the Directions of the said Will: And whereas, very shortly after the Date and Execution of the said Indentures of Lease and Release, and Settlement, the said *Charles Dickins* (the said Testator's Grandson, and first Tenant for Life of the said devised Estates) applied for and obtained the King's Licence and Permission to assume and use the Name and Arms of *Scrase*, in Addition to his Surname, and the Arms of the Family of *Dickins*, and was thereupon put into, and now is in the Possession of the said Manor House (called *The Stein House*) and other the said devised Estates late of the said *Charles Scrase* deceased, and the said *Charles Scrase Dickins* hath ever since used the Name and Arms of *Scrase*, in addition to his own Surname, and the Arms of the Family of *Dickins*, conformably to the Directions contained in the said Will of the said *Charles Scrase* deceased: And whereas the said *Charles Scrase Dickins*, in the Year One thousand seven hundred and ninety-two, intermarried with *Elizabeth Devall* Spinster, his now Wife, and hath Issue by her One Son now living, named *Charles Scrase Dickins*, who is of the Age of Five Years, and hath not at present any other Son: And whereas the said *Thomas Dickins* and *William Dickins*, the Grandsons of the said Testator *Charles Scrase*, and his Grand-daughter the said *Sarah*, the Wife of the said *John Sawyer*, (the several Devisees for Life in Remainder named in his said Will), are all living; but the said *Thomas Dickins* hath no Issue; and the said *William Dickins* hath One Son only, named *William Dickins*, now of the Age of Six Years or thereabouts; and the said *Sarah*, the Wife of the said *John Sawyer*, hath Issue One Son only, named *Charles Sawyer*, now of the Age of Fourteen Years or thereabouts: And whereas the said *Anthony Dickins* (One of the Trustees named in the said Will of the said *Charles Scrase* deceased, and in the said Settlement made in pursuance thereof) departed this Life on or about the Twenty-eighth Day of *December* One thousand seven hundred and ninety-four, leaving *Sally Dickins* his Widow, who is now living, which said *Sally Dickins* is the only surviving Child and Heir at Law of the said Testator *Charles Scrase* deceased: And whereas there are within and holden of the Lord or Lords, Lady or Ladies, for the Time being of the said Manor of *Brightbelmston*, divers Copyhold or Customaryhold Messuages, Lands, and Tenements, which are descendible from Ancestor to Heir, according to the Custom of the said Manor, yielding, rendering, and paying to the Lord or Lady of the said Manor for the Time being certain ancient annual

Licence to use  
the Name and  
Arms of *Scrase*.

Parties inter-  
ested.

Copyholders  
desirous to  
enfranchise;

Rents or yearly Payments, called *Quit Rents*, and also certain Fines or Sums of Money upon the Change of Tenants by Death or Alienation, and Heriots upon the Deaths of the respective Tenants, or some of them, and on the Doing or Performance of Suit of Court and other Services, according to the Custom of the said Manor: And whereas a considerable Number of the Copyhold and Customary Tenants of the said Manor of *Bright-helmston* are willing and desirous to purchase for a full or adequate Consideration in Money, the Freehold and Inheritance of their respective Copyhold and Customary Tenements, being within or holden of the said Manor, so as that the same may be enfranchised and holden in Fee Simple, freed and discharged of and from all Copyhold and Customary Tenures and Services, and of and from the Payment of all such Fines, Sums of Money, and Heriots, due or payable for or in respect of their said Tenements as aforesaid; and there is Reason to believe that many others of the Customary Tenants of the same Manor will be also desirous to come into the same Agreement, for the enfranchising their Copyhold or Customary Tenements, upon the Terms or Conditions before-mentioned: And whereas the making Enfranchisements of such Copyhold or Customary Messuages, Lands, and Tenements, (Parcel of the said Manor of *Bright-helmston*, as aforesaid, for Considerations in Money, would (if such Money were to be laid out and invested in the Purchase of Freehold Lands, Tenements, and Hereditaments, or of Freehold Lands and Hereditaments, and such Copyhold Lands, Tenements, and Hereditaments, lying intermixed, and as may be proper to be purchased therewith, to be settled to, for, and upon the several Uses, Trusts, Intents, and Purposes, created by the said recited Will of the said *Charles Scrase* deceased, and the said Indentures of Lease and Release, and Settlement, concerning the said Testator's Estates in the said County of *Suffex*, or such of them as are or shall be then subsisting and capable of taking Effect) be for the Benefit and Advantage of the said *Charles Scrase Dickins*, and of the several other Persons claiming or to claim or to be entitled to any Estate or Interest in the said Premises under or by virtue of the said Will, and the said Indenture of Release and Settlement made in pursuance thereof: And whereas the said House, by the said Testator in his said Will denominated *The Manor House*, is not an ancient Manor House, but was built by the Testator on the Scite of certain small Copyhold Tenements, which the Testator, before he purchased the said Manor of *Bright-helmston* held of the said Manor as a Copyhold Tenant thereof, having no Pleasure Ground or Garden belonging thereto, but merely a small Coachway before the said House, Part of which belongs to the publick Walk called *The Stein*, immediately close to which the said House is situate; and it would also be greatly for the Advantage of the said *Charles Scrase Dickins*, and his said Infant Son after his Death, and all other Persons interested in Remainder in the said House, by the said Testator called *The Stein House*, and the Outhouses and Appurtenances thereunto belonging, under the said Will of the said *Charles Scrase* deceased, if the same were to be leased or demised for a Term of Ninety-nine Years for the Purpose of building or repairing, at the best Ground Rents that can be got for the same; but by reason of the Limitations contained in the said Will, and the said Indenture of Release and Settlement, which, pursuant to the Direction thereof has been made of the said Manor of *Bright-helmston*, and House called *The Stein House*, and of the Minority of the said *Charles Scrase Dickins* the Son, the Objects and Purposes before-mentioned cannot be effected without the Aid of Parliament: Wherefore Your Majesty's

which would be beneficial to the Devisees of the Manor.

House proper to be let.

most dutiful and loyal Subjects the said *Charles Scrase Dickins* the Father, on Behalf of himself and the said *Charles Dickins* his said Infant Son; and also the said *Thomas Dickins*; *William Dickins*, (the Grandson of the said Testator, *Charles Scrase*, deceased), on Behalf of himself and his said Infant Son; *Sarah Sawyer*, and the said *John Sawyer* on Behalf of his said Infant Son, do most humbly beseech Your most Excellent Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall and may be lawful to and for the said *William Dickins* and *John Sawyer*, (the Two surviving Trustees named in the said Will and Indentures of Lease and Release of the Ninth and Tenth Days of *February* One thousand seven hundred and ninety-two), and for the Survivor of them, and the Heirs and Assigns of such Survivor, and they and he are and is hereby authorized and empowered (by and with the Consent and Approbation of the said *Charles Scrase Dickins* (the Father), in case he shall be then living, and in case of his Death, then by and with the Consent and Approbation of the Person or Persons who for the Time being shall be in the actual Possession of, or entitled to the Rents and Profits of the said Manor of *Brighthelmston*; and if the Person or Persons who shall be so entitled shall be under the Age of Twenty-one Years, then by and with the Consent and Approbation of his or her Guardian or Guardians, or of the Person or Persons for the Time being acting in the Character of his or their Guardian or Guardians (such Consent and Approbation to be testified by any Writing or Writings under the Hands and Seals of the Person or Persons so giving such Consent and Approbation, and to be attested by Two or more credible Witnesses), from Time to Time and at any Time, upon any such Sum of Money as he or they the said *William Dickins* and *John Sawyer*, (the Trustees), or the Survivors or Survivor of them, or the Heirs or Assigns of such Survivor, shall think a reasonable Consideration or reasonable Considerations for any Enfranchisement or Enfranchisements to be made in virtue of the Powers of this Act, being paid into the Bank of *England* in the Manner herein-after directed, by any Deed or Deeds to be sealed and delivered by them or him in the Presence of Two or more credible Witnesses, to make any Enfranchisement or Enfranchisements, and to grant, bargain, and sell unto any Person or Persons whomsoever, (being Copyhold or Customary Tenants or Holders of any Copyhold or Customaryhold Messuages, Lands, Tenements, or Hereditaments, Parcel or reputed Parcel of the said Manor of *Brighthelmston* aforesaid), and to his and their Heirs and Assigns, the Freehold and Inheritance of any Messuages, Lands, Tenements, or Hereditaments, by any such Person or Persons as aforesaid, holden for any Copyhold or Customaryhold Estate or Interest, as Part or Parcel of the said Manor, or holden or reputed to be holden as of the said Manor, or of, from, or under the Lord or Lords, Lady or Ladies for the Time being of the said Manor by any other Copyhold Tenure whatsoever, so and in such Manner and Sort as that the Person or Persons to or for whose Benefit such Enfranchisement or Enfranchisements, Grants, Bargains, and Sales shall be respectively made, and his and their Heirs and Assigns, shall and may respectively hold and enjoy the said Messuages, Lands, Tenements, and Hereditaments which shall be so enfranchised, and the Freehold and Inheritance whereof shall be so granted, bargained, and sold as aforesaid, as of Fee Simple, freed and discharged of and from all Quit and other

Rents

Power to enfranchise Copyholds.

Rents of what Nature or Kind soever, accustomedly or of Right due and payable in respect thereof, and from all Fines or other Payments by Way of Fine on Admission, or on Death, Alienation, or otherwise, and of and from all Heriots, Suits, and Services whatsoever, or other Customs from thenceforth to grow due or payable, or to be done or performed to the Lord or Lords, Lady or Ladies for the Time being of the said Manor, for or in respect of the said Messuages, Lands, Tenements, or Hereditaments which shall be so enfranchised, or the Freehold or Inheritance whereof is so to be granted, bargained, and sold to him or them as aforesaid, and from all and every the Uses, Trusts, Powers, Provisoés, and Declarations in and by the said Will of the said *Charles Scrase* deceased; and the said Indentures of Lease and Release, and Settlement of the Ninth and Tenth Days of *February* One thousand seven hundred and ninety-two, or either of them, limited, expressed, declared, or implied, concerning the same, as Parcel of or incident to the said Manor of *Brightbelmston*, thereby devised, limited, and settled.

Lands enfranchised to be discharged from the Limitations of the Will and Settlement.

II. And be it further enacted by the Authority aforesaid, That, from and immediately after Payment by the said several Person or Persons to whom any such Enfranchisement or Enfranchisements shall be so made as is herein-before mentioned, or either of them, their or either of their Heirs, Executors, Administrators, or Assigns, of the Sum or several Sums of Money to be by him, her, or them, paid or given as the Price or Consideration of such Enfranchisement or Enfranchisements as aforesaid, into the Bank of *England*, in the Manner herein-after mentioned, the said Person or several Persons whose Messuages, Lands, Tenements, and Hereditaments shall be so enfranchised, shall hold and enjoy the same, with their Appurtenances, absolutely freed, exempted, exonerated, and discharged of, from, and against, all and every such Quit and other Rents, Fines and Payments, Heriots, Suits, and Services as aforesaid, which would otherwise have from thenceforth become due and payable, or ought otherwise to be done or performed to the Lord or Lords, or Lady or Ladies for the Time being of the said Manor, for or in respect of the said Messuages, Lands, Tenements, and Hereditaments which shall have been so enfranchised as aforesaid, or any Part thereof; and also absolutely and for ever thereafter freed and discharged of and from all and every the Uses, Trusts, Powers, Provisoés, and Declarations, in and by the said Will of the said *Charles Scrase* deceased, or the aforesaid Indenture of Release and Settlement made in pursuance thereof, or either of them, limited, expressed, declared, or implied concerning the same, as Parcel of or incident to the said Manor of *Brightbelmston*, thereby devised, limited, and settled.

The Consideration Money for such Enfranchisements to be paid into the Bank of *England*;

III. And be it further enacted, That the said several Persons to whom or for whose Benefit any such Enfranchisement or Enfranchisements shall be made in virtue of this Act, and their respective Heirs, Executors, Administrators, or Assigns, shall pay the several Sum and Sums of Money which shall be by him, her, or them, agreed to be given or paid for the Enfranchisement or Enfranchisements of their said respective Messuages, Lands, Tenements, and Hereditaments, 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 Purchaser or Purchasers of the Estates of the said *Charles Scrase* deceased, paying



paying the same, pursuant to the Method prescribed by the Act of the Twelfth Year of His late Majesty King *George* the First, Chapter the Thirty-second, and the General Rules and Orders of the said Court, and without Fee or Reward, according to the Act of the Thirteenth Year of His late Majesty King *George* the Second, Chapter the Twenty-fourth.

IV. And be it further enacted, That the clear Surplus of all and every such Sum and Sums of Money, which shall be so paid into the Bank of *England* as aforesaid, shall (as soon as conveniently may be after all and every the Costs, Charges, and Expences herein-after mentioned, shall have been fully paid, or Money sufficient for the Purpose retained or set apart,) be laid out and invested by them the said *William Dickins* and *John Sawyer*, or the Survivor of them, his Heirs or Assigns, in One or more Purchase or Purchases of the Fee Simple and Inheritance in Possession, of Freehold Messuages, Lands, Tenements, and Hereditaments, or of such Freehold Hereditaments, and such Copyhold or Customaryhold Messuages, Lands, Tenements, and Hereditaments, as may happen to lie intermixed, or may be proper or convenient to be purchased therewith, and as the said Court of Chancery shall approve, (and so as such Copyhold or Customaryhold Messuages, Lands, Tenements, and Hereditaments, shall not in the whole exceed One Sixth Part of the Hereditaments which shall at any One Time be so purchased in virtue of this Act), to be respectively free from Incumbrances, (except Chief or Quit Rents, and Copyhold Fines, Rents, and Services), to be situate, lying, and being somewhere in that Part of *Great Britain* called *England*, or in the Dominion of *Wales*; and thereupon the said several Messuages, Lands, Tenements, and Hereditaments which shall be so purchased, shall be conveyed, settled, surrendered, or assured, according to the respective Natures and Qualities thereof to such of the Uses, and upon and for such of the Trusts, and under and subject to such of the Powers, Provisoes, Declarations, and Conditions, in and by the said recited Will of the said *Charles Scrase* deceased, and the said Indenture of Release and Settlement of the Tenth Day of *February* One thousand seven hundred and ninety-two, made in pursuance thereof, limited, appointed, expressed, and declared concerning the said Manor of *Brightelmston*, and other the Messuages, Lands, Tenements or Hereditaments situate in the said County of *Suffex*, by the said Will devised, (other than and except the Powers, Provisoes, Restrictions, or Conditions therein contained; and in the said Indenture of Release and Settlement contained or referred to respecting the leasing or demising the said Hereditaments thereby devised, in the Manner and for the Purposes in the said Will expressed), as shall be then existing undetermined or capable of taking Effect, or of being carried into Execution, or as near thereto as the Natures and Qualities of the said Hereditaments to be so purchased shall admit of.

and to be laid out (after Expences deducted) in the Purchase of Lands of Inheritance, to be settled to the same Uses as may be then existing of the Manor.

V. And be it further enacted, That the Certificate and Certificates of the Accountant General of the said Court of Chancery, of the Payment into the Bank of *England* of the said several Sums of Money for which such Enfranchisement or Enfranchisements shall be so made as aforesaid, together with the Receipt of One of the Cashiers for the Time being of the said Bank, to be thereunto annexed, and therewith filed in the Register's Office of the said Court of Chancery, shall at all Times be a good and effectual Release and Discharge to the said several Person or Persons, his, her, or their Heirs, Executors, Administrators, and Assigns, for the said

Accountant General's Certificate, and Cashier's Receipt to discharge the Purchasers.

Purchase Money or Purchase Monies to be paid for enfranchising the said Messuages, Lands, Tenements, and Hereditaments as aforesaid, or so much thereof, for which such Certificate or Certificates, and Receipt or Receipts, shall be so given; and that after filing such Certificate or Certificates, and Receipt or Receipts, the said several Persons, and their respective Heirs or Assigns, shall not be liable to see to the Application, nor be answerable or accountable for any Loss, Misapplication, or Non application of such Purchase Money, or any Part thereof.

Until such Purchases, the Money paid into the Bank to be laid out in Navy, Victualling, or Exchequer Bills:

VI. Provided nevertheless, and be it further enacted, That in the mean Time, and until such Purchase or Purchases shall be so made as aforesaid, the clear Surplus of all and every such Sum and Sums of Money as shall be so paid into the Bank of *England* as aforesaid, after all and every the Costs, Charges, and Expences herein-after mentioned shall have been fully paid, or Money sufficient for the Purpose retained or set apart, shall and may be laid out in the Purchase of Navy or Victualling Bills, or Exchequer Bills, and the Interest arising from the Money to be so laid out in the Purchase of such Navy or Victualling Bills, or Exchequer Bills; and the Money to be received for the same, as they shall be respectively paid off by Government or sold, shall be laid out in the Name of the Accountant General of the said Court of Chancery, in the Purchase of other Navy or Victualling Bills, or Exchequer Bills, all which said Navy and Victualling, and Exchequer Bills, shall be deposited in the Bank in the Name of the Accountant General, and shall there remain until a proper Purchase or Purchases as aforesaid shall be found and approved of by the said Court, and until the same shall, upon a Petition to be preferred to the said Court of Chancery in a summary Way by the said *Charles Scrase Dickins*, or by or on the Behalf of the Person or Persons for the Time being entitled to the Rents and Profits of the Messuages, Lands, Tenements, and Hereditaments so to be purchased, be ordered to be sold by the said Accountant General for completing such Purchase or Purchases, in such Manner as the said Court shall think just and direct; and if the Money arising by the Sale of such Navy, Victualling, or Exchequer Bills, shall exceed the Amount of the said several Sum and Sums of Money so to be laid out as aforesaid, then and in that Case only the clear Surplus which shall remain, after discharging from Time to Time the Costs, Charges, and Expences of such Applications to the said Court of Chancery, and those which shall be incurred, or in anywise relate to the applying for and obtaining this Act, and also the Whole of the Costs, Charges, and Expences incident to, or in anywise relating to the making out the Title to, or completing the Enfranchisement or Enfranchisements to be made in virtue of this Act, and the Payment of the said several Sums of Money into the Bank, and the laying out and investing the same in the Purchase, and also in the subsequent Sale or Disposal of such Navy, Victualling, or Exchequer Bills as aforesaid, and also the laying out and investing the said clear Surplus of such Monies, or any Part of such Monies, in the Purchase of other Estates, and settling such Estates in the Manner herein-before directed, shall be paid to such Person or Persons respectively as would have been entitled to receive the Rents and Profits of the Lands herein-before directed to be purchased, in case the same had been purchased pursuant to this Act, or to the Representatives of such Person or Persons; and the said Court of Chancery is hereby required, upon a summary Application to be made for that Purpose as aforesaid, to make such Order for the Purchase and subsequent Sale, or other Disposition of such Navy, Victualling, or Exchequer

chequer Bills, and of the Produce thereof, if necessary, and for paying or allowing for all and every and any of such Costs, Charges, and Expences as aforesaid, or for setting apart any such Sum or Sums of Money as shall from Time to Time be sufficient for the Payment of such Costs, Charges, and Expences as aforesaid, as to the said Court shall from Time to Time seem just and proper.

VII. And be it further enacted, That in the mean Time, and until such Enfranchisement or Enfranchisements shall be made as aforesaid, they the said *William Dickins* and *John Sawyer*, or the Survivor of them, or the Heirs or Assigns of such Survivor, shall permit and suffer the said Quit Rents, Fines, and Heriots, due and payable, or to be accustomedly taken in respect of the said Messuages, Lands, Tenements, and Hereditaments hereby authorized to be enfranchised as aforesaid, to be received and taken by the said *Charles Scrase Dickins* the Father, and such Person and Persons as would respectively have been entitled to, and ought to hold, enjoy, and receive the same in case this Act had not been made.

Until Enfranchisement, Quit Rent, Fines, &c. to be paid as if the Act had not passed.

VIII. And be it further enacted, That it shall and may be lawful to and for the said *Charles Scrase Dickins* the Father, *Thomas Dickins*, *William Dickins* the Grandson of the said Testator *Charles Scrase* deceased, and *Sarah Sawyer*, during their respective Lives, when and as they shall respectively be in the actual Possession of the said Messuages, Lands, and Hereditaments to be purchased under the Trust and Authorities of this Act, or any Part thereof, and also for the said *William Dickins* the Trustee, and *John Sawyer*, and the Survivor of them, and the Heirs and Assigns of such Survivor, during the Infancy of the said *Charles Scrase Dickins* the Son, or any of the future Sons of the said *Charles Scrase Dickins* the Father, and also during the Infancy of any other Person or Persons who for the Time being shall be entitled to such actual Possession as aforesaid, and when and as he and they shall respectively become so entitled, with the Consent and Approbation in Writing under his or their Hand or Hands of the Guardian or Guardians of the said *Charles Scrase Dickins* the Son, or such other future Son or Sons of the said *Charles Scrase Dickins* the Father, or Person or Persons as aforesaid, from Time to Time, by any Deed or Deeds by him or them respectively sealed and delivered in the Presence of Two or more credible Witnesses, to demise or let all or any Part or Parts of the said Messuages, Lands, and Hereditaments which shall be so purchased under and by virtue of this Act as aforesaid, to any Person or Persons, for any Term or Number of Years not exceeding Eleven Years, in Possession, but not in Reversion, Remainder, or Expectancy, or by Way of future Interest; so as upon every such Lease there be reserved and made payable, during the Continuance thereof, to be incident to and go along with the Reversion expectant thereon, the best and most improved yearly Rent or Rents that can reasonably be had or obtained for the same, without taking any Sum or Sums of Money, or other Thing, by Way of Fine or Income, for or in respect of any such Leases; and so as such Lessees respectively, their respective Executors, Administrators, or Assigns, be not made dispunishable of Waste by any express Words therein; and so as in every such Lease there be contained a Clause of Re-entry for Non-payment of the Rent or Rents to be thereby respectively reserved; and so as the respective Lessees execute Counterparts of the same Leases.

Power to lease the Lands which shall be purchased.

IX. And

Power to  
grant build-  
ing Leases of  
the Site of  
the House at  
Brighton.

IX. And be it further enacted, That it shall and may be lawful to and for the said *William Dickins* and *John Sawyer*, and for the Survivor of them, and the Heirs or Assigns of such Survivor, and he and they are hereby authorized, empowered, and directed, by and with such Consent and Approbation as is before required with respect to the making such Enfranchisement or Enfranchisements as aforesaid, by any Deed or Deeds, Writing or Writings, to be by them or him sealed and delivered in the Presence of Two or more credible Witnesses, to grant, demise, or let the said House by the said Testator denominated *The Stein House*, together with or without all or any Part or Parts of the several Buildings, Stables, Coach Houses, and other the Hereditaments thereunto belonging, or which are or may be deemed, considered, or reputed to be Part, Parcel, or Member thereof, and the Scite thereof, or of any Part or Parcel thereof, to any Person or Persons whatsoever, for any Term or Number of Years not exceeding Ninety-nine Years, in Possession, but not in Reversion, Remainder, or Expectancy, or by Way of future Interest, for the Purpose of building Houses and proper Offices thereon, and of repairing such Houses and Offices when built, or of repairing the said House called *The Stein House*, and the Offices and Appurtenances thereunto belonging, or of allotting or dividing the same into separate Houses or Dwellings, or adding other Houses, Dwellings, and Offices thereto, as to them the said *William Dickins* and *John Sawyer*, or the Survivor of them, his Heirs or Assigns, with such Consent or Approbation as aforesaid, shall seem most expedient, or for the Benefit of the several Persons interested therein, with full Powers to the Lessee or respective Lessees thereof, to pull down the said House, Houses, Edifices, Coach Houses and other Buildings, or any Part or Parts thereof, so as that upon every such Grant, Demise, or Lease to be so made, there be reserved and made payable, during the Continuance thereof, to be incident to and go along with the Reversion expectant thereon, the best or largest Ground Rent or Ground Rents, or best Rent or Rents, if the same, or only some Part or Parts thereof shall be granted, demised, or leased at a Rack Rent, or on a repairing Lease, and not for the Purpose of building thereon as aforesaid, that can in any or all of the said Cases be under all Circumstances reasonably had for the same, without taking any Fine, Premium, Income, or Foregift, or other Matter or Consideration whatsoever, for or in respect of any such Grant, Lease, or Demise; and so as such Lessee or Lessees respectively to whom any such Grants, Leases, or Demises shall be made for the Purpose of building or repairing, and their respective Executors, Administrators, or Assigns, shall be respectively bound or under Covenant, at his and their own proper Costs, Charges, and Expences, to erect, build, complete, and in a workmanlike Manner finish or repair (as the Case may be) the Messuages, Tenements, and other Works, which shall be undertaken by them or him, to be erected, built, completed, finished, and repaired, at the Time and in the Manner to be agreed on or stipulated for that Purpose; and also at his or their own respective Costs, Charges, and Expences, well and sufficiently, and when, where, and as often as Need or Occasion shall require, to repair, uphold, cleanse, and support the same when so built, erected, or repaired, with all Manner of needful or necessary Reparations and Amendments, and for the due and punctual Payments of the Rent or Rents to be therein respectively reserved, and of all Taxes, Rates, and Impositions which shall be payable or arise in respect thereof; and so as in every such Grant, Demise, or Lease, there be contained a Clause of Re-entry for Non-payment of the Rent or Rents to be thereby respectively reserved, and Non-performance

performance of the Covenants on the Tenant or Lessee's Part or Behalf, to be therein contained, and such other Covenants, Provisoes, and Agreements, as shall be thought necessary in the Cases aforesaid, or as shall be usually inserted in Grants, Demises, or Leases, for the Purposes of building or repairing in the Town of *Brightelmston*; and so as such Lessee or respective Lessees execute Counterparts of such Grants, Demises, or Leases.

X. And be it further enacted, That if the said *William Dickins* the Trustee, and *John Sawyer*, or either of them, shall die, or be desirous to quit and be discharged of and from, or decline or become incapable of acting in the Execution of the Trusts and Powers hereby in them reposed and vested as aforesaid, at any Time or Times before the same Trusts and Powers shall be fully executed and performed, then and in either of the said Cases, and when and so often as there shall be Occasion, it shall and may be lawful for the said *Charles Scrase Dickins* the Father, *Thomas Dickins*, *William Dickins* the Grandson, and *Sarah Sawyer*, and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor, by and with the Approbation of the Court of Chancery, by any Writing or Writings under their, his, or her Hands and Seals or Hand and Seal, attested by Two or more credible Witnesses, to nominate, substitute, or appoint any Person or Persons to be a Trustee or Trustees for the Purposes aforesaid, in the Place or Stead of them the said *William Dickins* and *John Sawyer*, or the One of them, who shall die, or be desirous to quit or be discharged of and from, or decline or become incapable of acting in the Execution of the aforesaid Trusts and Powers, and so from Time to Time, as often as there shall be Occasion, to nominate, substitute, or appoint any other Person or Persons to be a Trustee, or Trustees, in the Manner and for the Purposes aforesaid, in the Place and Stead of the present or any succeeding or other Trustees or Trustee, who shall so die, or be desirous to quit and be discharged of and from, or decline or become incapable of acting in the Execution of the aforesaid Trusts and Powers; and that when and so often as any such new Trustee or Trustees shall be nominated and appointed as aforesaid, the Freehold and Copyhold Hereditaments, and all and singular other the Trust Monies and Premises which shall be then vested in the Trustees or Trustee for the Time being in virtue of this Act, shall thereupon with all convenient Speed be respectively conveyed, surrendered, assigned, transferred, and made over by the said *William Dickins* and *John Sawyer*, or the Survivor of them, or his Heirs, Executors, or Administrators, or the Trustees or Trustee for the Time being of the said Trust Hereditaments and Premises, so or in such Manner as that the same shall stand and be respectively well limited, settled, assured, and subject to, or (as the Case may be) effectually vested in such new Trustees and continuing former Trustee, or in such new Trustees as aforesaid, and to the several Uses, upon and for the several Trusts, and subject to the Powers, Declarations, and Conditions by this Act declared concerning the same, or such or so many of them as shall be then existing or capable of taking Effect, or being carried into Execution; and that all and every such Trustee and Trustees, and their respective Heirs, Executors, Administrators, and Assigns, shall, and may in all Things act in the Management, carrying on, and Execution of the Trusts and Powers aforesaid, every or any of them, either alone or in Conjunction with the other or others of them, who survive or continue, as the Case may be, as fully

Power to appoint new Trustees.

and effectually in all Respects, and to all Intents and Purposes, and with the same Power of Discretion as if he and they had been originally by this Act nominated and appointed a Trustee or Trustees for the Purposes aforesaid, and in no other Manner whatsoever; any Thing herein contained to the contrary thereof in anywise notwithstanding.

Trustees indemnified.

XI. Provided always, and it is hereby further enacted and declared, That the said *William Dickins* and *John Sawyer*, or either of them, or the Heirs, Executors, Administrators, or Assigns of either of them, shall not be answerable or accountable for any Sum or Sums of Money which shall be raised by virtue of this Act, other than such as shall actually come to his or their Hands, and that the One of them, his Heirs, Executors, or Administrators, or such new Trustee or Trustees to be nominated and appointed as aforesaid, shall not be answerable or accountable for the Acts, Receipts, Neglects, or Defaults of the other of them, his Heirs, Executors, or Administrators, nor shall they the said Trustees before-named, or either of them, their or either of their respective Heirs, Executors, Administrators, or Assigns, or any of them, be answerable or accountable for any Loss or Losses, or Deficiency whatsoever, which shall or may happen in the Trust Monies aforesaid, or for the Insufficiency or Deficiency of Title to any Messuages, Lands, or Hereditaments to be purchased therewith as aforesaid, or otherwise in the Execution or Management of the Trusts and Powers by this Act created, except the same shall happen by or through his or their respective wilful Defaults or Neglect; and also that they the said Trustees before-named, and such new Trustee or Trustees to be so nominated or appointed as aforesaid, and each of them, their and each of their Heirs, Executors, Administrators, or Assigns respectively, shall, upon a summary Application to the said Court of Chancery by them or him for the Purpose, be respectively repaid and reimbursed out of the Trust Monies aforesaid, his and their respective full Costs, Charges, Damages, and Expences, which they, or either of them, their or either of their Heirs, Executors, Administrators, or Assigns, shall or may respectively sustain, expend, or be put unto, in or about the Execution of the Trusts and Powers by this Act in them reposed, such Costs, Charges, and Expences to be respectively settled and paid as between Solicitor and Client, and not as between Party and Party.

General Saving.

XII. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *Charles Scrase Dickins* the Father, *Charles Scrase Dickins* the Son, and all and every other the Son and Sons of the said *Charles Scrase Dickins* the Father, to be begotten, and the Heirs of the Body or Bodies of the said *Charles Scrase Dickins*, and all and every such other Son and Sons lawfully issuing, and also the said *Thomas Dickins*, and the First and other Son and Sons of his Body lawfully begotten or to be begotten, and the Heirs of the Body and Bodies of all and every such Son and Sons lawfully issuing, and also the said *William Dickins* the Grandson of the said Testator *Charles Scrase* deceased, and the said *William Dickins* his Son, and all and every other the Son and Sons of the said *William Dickins* the Grandson to be begotten, and the Heirs of the Body or Bodies of the said *William Dickins* his Son, and of all and every such other Son and Sons lawfully issuing as aforesaid, and also

also the said *Sarah Sawyer*, and the said *Charles Sawyer* her Son, and the Heirs Male of his Body, and all and every other Son and Sons of the Body of the said *Sarah Sawyer*, and the Heirs Male of the Body and Bodies of all and every such other Son and Sons lawfully issuing, and also the right Heirs of the said *Charles Scrase* deceased, and all and every other Person and Persons claiming or to claim any Estate, Right, Interest, Inheritance, Use, Trust, Claim, or Demand whatsoever, unto or out of the said Messuages, Lands, Tenements, or Hereditaments which shall be so enfranchised as aforesaid, or any Part thereof, under or by virtue of the said Will of the said *Charles Scrase* deceased, or the said Indenture of Release and Settlement of the Tenth Day of *February* One thousand seven hundred and ninety-two, made in pursuance thereof as aforesaid), all such Estate, Right, Title, and Interest, of, in, to or out of the said Messuages, Lands, Tenements, and Hereditaments hereby authorized to be enfranchised as aforesaid, or any Part thereof, as they, every, or any of them had before the passing of this Act, or could or might have had or enjoyed in case this Act had not been made.

XIII. And be it further enacted, That this Act shall be adjudged, deemed, and taken to be a Publick Act, and as such be judicially taken Notice of, by all Judges, Justices, and other Persons whomsoever, without specially pleading the same. Publick Act.

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