



ANNO QUADRAGESIMO PRIMO

GEORGI II. REGIS.

Cap. 102.

An Act for vesting Part of the Estates devised by the Will of *Thomas Duncombe* Esquire, in Trustees to be sold; and for laying out the Monies to arise therefrom in the Purchase of other Estates, to be settled in lieu thereof to the same Uses.

[20th June 1801.]

WHEREAS *Thomas Duncombe*, late of *Duncombe Park* in the County of *York* Esquire, deceased, did, in such Manner as is by Law required for rendering valid the Devises of Real Estates, duly sign and publish his last Will and Testament, bearing Date on or about the Seventh Day of *July* in the Year One thousand seven hundred and seventy-eight, and did thereby in Manner therein mentioned charge his Real Estates with the Payment of his Debts and Legacies, in Aid of his Personal Estate; and subject thereto devised unto *Sir Thomas Turner Slingsby*, of *Loftus Hill* in the said County of *York*, Baronet, (then *Thomas Turner Slingsby* Esquire) *Charles Philip Jennings*, of *Foxlease* in the County of *Hants*, Esquire, since deceased, and *Jobu Mayer*, of *Gray's Inn* in the County of *Middlesex*, Gentleman, all his Manors, Messuages, Lands, Tenements, Advowsons, Tythes, Hereditaments, and Real Estate of what Nature or Kind soever, in the several Counties of *Huntingdon*, *Wilts*, *Bucks*, and *Bedford*, every or any of them, whereof or wherein he had

Preamble:

Will of *Thomas Duncombe* Esquire.

[Loc. & Per.]

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any

any Estate, Trust, or Interest, in Possession, Reversion, Remainder, or Expectancy, and which in Law or Equity he had Power to dispose of, to hold the same unto and to the Use of the said *Charles Philip Jennings*, Sir *Thomas Turner Slingsby*, and *John Mayer*, their Heirs and Assigns, upon Trust and Confidence that they the said *Charles Philip Jennings*, *Thomas Turner Slingsby*, and *John Mayer*, and the Survivors and Survivor of them, and the Heirs of such Survivor, should, as soon as conveniently might be after his Decease, by good and effectual Conveyances and Assurances in the Law, as Counsel should advise, convey and settle the said Manors, Messuages, Lands, Tenements, Advowsons, Tythes, and Hereditaments (subject as aforesaid) to the Use of the First and every other Son of him the said Testator by his Wife severally and successively according to their respective Seniorities in Tail Male, and for Default of such Issue, as to all his said Manors, Messuages, Lands, Advowsons, Tythes, and Hereditaments in the Counties of *Huntingdon* and *Wilts*, to the Use of his Daughter *Ann* the Wife of *Robert Shafto* Esquire, and her Assigns, for and during the Term of her natural Life, without Impeachment of Waste, with a Limitation to Trustees and their Heirs during the Life of the said *Ann Shafto*, in Trust to preserve the contingent Estates therein-after limited or devised; and after her Decease to the Use of *Robert Shafto*, the then Second Son of the said *Ann Shafto*, and his Assigns, during the Term of his natural Life, without Impeachment of Waste, with a Limitation to Trustees and their Heirs during his Life to preserve the contingent Estates therein-after limited or devised; and after his Decease to the Use of the First and every other Son of the said *Robert Shafto*, severally and successively according to their respective Seniorities in Tail Male; and for Default of such Issue to the Use of *Thomas Shafto* the then Third Son of the said *Ann Shafto*, and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste, with a Limitation to Trustees and their Heirs during the Life of the said *Thomas Shafto* to preserve the contingent Estates therein-after limited or devised; and after his Decease to the Use of the First and every other Son of the said *Thomas Shafto*, severally and successively according to their respective Seniorities in Tail Male; and for Default of such Issue to the Use of the Fourth and all and every other younger Son of the said *Ann Shafto*, begotten or to be begotten, severally and successively according to their respective Seniorities in Tail Male; and for Default of such Issue to the Use of *John Shafto* the then eldest Son of the said *Ann Shafto*, for and during the Term of his natural Life, without Impeachment of Waste, with a Limitation to Trustees and their Heirs during the Life of the said *John Shafto* to preserve the contingent Estates therein-after limited or devised; and after his Decease to the First and every other Son of the said *John Shafto*, severally and successively according to their respective Seniorities in Tail Male; and for Default of such Issue to the Use of the Testator's Daughter *Frances Duncombe*, and her Assigns, for and during the Term of her natural Life, without Impeachment of Waste, with a Limitation to Trustees and their Heirs during the Life of the said *Frances Duncombe* to preserve the contingent Estates therein-after limited or devised; and after her Decease to the Use of the First and every other Son of the said *Frances Duncombe*, severally and successively according to their respective Seniorities in Tail Male; and for Default of such Issue to the Use of his the said Testator's Brother *Charles Slingsby Duncombe*, and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste, with a Limitation to Trustees

Trustees and their Heirs during his Life for preserving the contingent Estates therein-after limited or devised; and after his Decease to the Use of the First and every other Son of the said *Charles Slingsby Duncombe*, severally and successively according to their respective Seniorities in Tail Male, and for Default of such Issue to his the said Testator's Brother *Henry Duncombe*, and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste, with a Limitation to Trustees and their Heirs during the Life of the said *Henry Duncombe* in Trust to preserve the contingent Estates therein-after limited and devised; and after his Decease to the Use of the First and every other Son of the said *Henry Duncombe*, severally and successively according to their respective Seniorities in Tail Male; and for Default of such Issue to the Use of his the said Testator's own Right Heirs for ever; and the said Testator's Will was, that in the said Settlement to be made as aforesaid, there should be inserted a Proviso or Clause, that all and every the younger Son and younger Sons of his said Daughter *Ann Shafto* by her said then Husband, and their Issue Male, within the Space of Six Calendar Months after he or they should be in the actual Possession or entitled to the Rents, Issues, and Profits of the said Manors, Lands, and Hereditaments, by virtue of his Will, or the Settlement to be made in pursuance thereof as aforesaid, should respectively assume and take upon himself and themselves, and from thenceforth should continue to use the Surname and Arms of *Duncombe* only; and that in case the eldest Son for the Time being of his said Daughter *Ann Shafto* by her then Husband, or the Issue Male of such eldest Son, should be in the actual Possession or entitled to the Rents, Issues, and Profits of the said Manors, Lands, and Hereditaments by virtue of his said Will, or the Settlement to be made in pursuance thereof as aforesaid, that he and they should within the Space of Six Calendar Months then next ensuing, add, assume, and take the Surname of *Duncombe Shafto* only; and that in case of any such Son or Sons, or his or their Issue Male, refusing or neglecting to take and use such Surname or Surnames as aforesaid, the Use and Estate by that his Will directed to be limited to such Son and Sons, his and their Issue Male, should from thenceforth cease, determine, and be void, to all Intents and Purposes whatsoever, as if such Son and Sons were actually dead without Issue Male of his or their Body or Bodies; and then and in such Case the said Manors, Lands, and Hereditaments, should be immediately vested in the Person or Persons who by virtue of that his Will or the Settlement to be made in pursuance thereof, would be entitled next in Remainder to such Son or Sons or his or their Issue Male so refusing or neglecting as aforesaid, in such and the like Manner as if such Son and Sons, and his and their Issues Male, were dead without Issue Male of his and their Body or Bodies: And whereas the said *Thomas Duncombe* afterwards duly signed and published Two Codicils to his said Will; but by neither of them varied the several Limitations contained in his said Will, as to the said Estates in the said Counties of *Huntingdon* and *Wilts*: And whereas the said *Thomas Duncombe* departed this Life on or about the Twenty-first Day of *November*, in the Year One thousand seven hundred and seventy-nine, without Issue Male, and leaving the said *Ann Shafto* and *Frances Duncombe* his Two surviving Daughters and Coheirs at Law: And whereas the said Will of the said *Thomas Duncombe*, and the said Two Codicils thereto, were soon after his Decease duly proved in the Prerogative Court of the Archbishop of *Canterbury*; and by a Decree of His Majesty's High Court of Chancery

Two Codicils
to his Will.

Death of *Thomas Duncombe*.

His Issue.

Will and
Codicils
proved in
Canterbury,
and established
in Chancery.

Death of
Ann Shasto.

Her Issue.

Robert took
the Name
and Arms of
Duncombe.

Settlement in
pursuance of
the Will of
Thomas Dun-
combe.

Robert Eden
Duncombe took
possession of
Estates.

R. E. Dun-
combe, T.
Shasto, and J.
Shasto have
no Issue.

Marriage of
F. Duncombe
with *George*
Henry Rose.
Her Issue.

C. S. Duncombe
hath Sons.

Charles the
eldest hath
attained
Twenty one,
and is first
adult Tenant
in Tail.

Estates in the
Schedule have
been the
Subject of
Litigation.

And may now
be sold to
Advantage.

cery, made in a Cause wherein the said *Frances Duncombe* was Plaintiff, and the said *John Mayer* and others were Defendants, the said Will and Codicils were established, and the Trusts thereof directed to be carried into Execution: And whereas the said *Ann Shasto* departed this Life on or about the Sixteenth Day of *March*, in the Year One thousand seven hundred and eighty-three, leaving the said *John Shasto*, *Robert Eden Shasto* (in the said Will called *Robert Shasto* only) and *Thomas Shasto*, and no other Issue, her surviving; and upon her Death the said *Robert Eden Shasto* assumed and took upon himself and hath since continued to use and write the Surname and bear the Arms of *Duncombe* only, pursuant to the Direction for that Purpose contained in the said Will of the said *Thomas Duncombe*: And whereas by Indentures of Lease and Release, bearing Date respectively on or about the Eleventh and Twelfth Days of *June* in the Year One thousand seven hundred and ninety, the Indenture of Release being of Eight Parts, and made or expressed to be made between the said Sir *Thomas Turner Slingsby* and *John Mayer* of the First Part, the said *Robert Eden Duncombe* (by the Name of *Robert Duncombe*) of the Second Part, the said *Thomas Shasto* of the Third Part, the said *John Shasto* of the Fourth Part; the said *Frances Duncombe* of the Fifth Part, the said *Charles Slingsby Duncombe* of the Sixth Part, the said *Henry Duncombe* of the Seventh Part, and the Right Honourable *Wilnot* Earl of *Lisburne* in the Kingdom of *Ireland*, and *Thomas Bernard* Esquire, of the Eighth Part; all the Estates devised by the said Will of the said *Thomas Duncombe* as herein-before is mentioned, were conveyed, limited, and settled to the Uses, upon the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Agreements, to, upon, for, with, under, and subject to which the same were devised or directed to be settled by the said Will of the said *Thomas Duncombe*: And whereas on the Death of the said *Ann Shasto* the said *Robert Eden Duncombe* her Second Son and the next Tenant for Life named in the said Will of the said *Thomas Duncombe*, entered into Possession of the said Estates in the said Counties of *Huntingdon* and *Wilts*, devised by the said Will of the said *Thomas Duncombe*, and hath since continued in the Receipt of the Rents and Profits thereof: And whereas none of them the said *Robert Eden Duncombe*, *Thomas Shasto*, and *John Shasto*, hath any Issue: And whereas the said *Frances Duncombe* the Daughter of the said *Thomas Duncombe*, hath intermarried with and is now the Wife of *George Henry Rose* Esquire, and hath Issue by him *George Pitt Rose*, *Charles Philip Rose*, and another Infant Son not yet baptized, all now Infants of tender Years, and no other Son: And whereas the said *Charles Slingsby Duncombe*, the Brother of the said *Thomas Duncombe*, hath Three Sons: namely, *Charles Duncombe*, *Thomas Duncombe*, and *Slingsby Duncombe*: And whereas *Charles Duncombe* Esquire, the eldest Son of the said *Charles Slingsby Duncombe*, hath long since attained his Age of Twenty-one Years, and is the First adult Tenant in Tail in Existence under the Limitations contained in the said Will and the Settlement executed in pursuance thereof: And whereas the Estates described in the Schedule hereunto annexed are Part of certain large Estates in the County of *Wilts*, devised by the Will of the said *Thomas Duncombe*, which have been the Subject of very long and expensive Litigations in the Courts of Law and Equity, some of which are still depending and likely long to continue: And whereas it may be convenient and desirable to put an End to the same by selling Part of the said Estates: And whereas such Part of the said Estates as are described in the said Schedule may now be sold from local Circum-

Circumstances to considerable Advantage, and the Sale thereof will tend to facilitate a final Adjustment of the said Suits, and will be no way prejudicial to the Remainder of the said settled Estates; and other Estates more eligible for the Purposes of Settlement may be purchased with the Money to arise from the said Sale, and settled in lieu thereof; but by reason of the Limitations contained in the said Will of the said *Thomas Duncombe*, the said Sales cannot be effectuated without the Aid and Authority of Parliament; therefore Your Majesty's most dutiful and loyal Subjects the said *Robert Eden Duncombe*, *Thomas Shafto*, and *John Shafto*, on Behalf of themselves respectively, and the said *George Henry Rose* and *Frances* his Wife on Behalf of themselves and the said *George Pitt Rose*, *Charles Philip Rose*, and their other Infant Son, and the said *Charles Slingsby Duncombe* and *Charles Duncombe* his eldest Son, on Behalf of themselves respectively, do most humbly beseech Your 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 all and singular the Messuages, Burgages, Cottages, Farms, Lands, Tenements, and other the Hereditaments situate, lying, and being in the Parish of *Downton*, in the said County of *Wilts*, of the annual Rent of One hundred and eighty Pounds or thereabouts, and devised by the said Will of the said *Thomas Duncombe*, and by the said Indentures of the Eleventh and Twelfth Days of *June* One thousand seven hundred and ninety, conveyed and settled as herein-before is mentioned (a Particular of which is annexed by way of Schedule to this present Act of Parliament) with their respective Rights, Members, and Appurtenances, shall from and immediately after the Twenty-fourth Day of *June* next after the passing of this Act, be vested in and settled upon, and the same are hereby from thenceforth vested in and settled upon *Sir Lawrence Palk* Baronet and *George Rose* Esquire, their Heirs and Assigns, to the Use of them the said *Sir Lawrence Palk* and *George Rose*, their Heirs and Assigns for ever, freed and absolutely exonerated and discharged of and from all the Uses, Trusts, Limitations, Powers, Provisoos, Conditions, Declarations, and Agreements, subsisting or capable of taking Effect in the same respectively under or by virtue of the said Will of the said *Thomas Duncombe*, or the said Indentures of the Eleventh and Twelfth Days of *June* One thousand seven hundred and ninety respectively, but upon and for the several Trusts, Intents, and Purposes herein-after expressed and contained of and concerning the same; (that is to say) upon Trust that they the said *Sir Lawrence Palk* and *George Rose*, or the Survivor of them, or the Heirs of such Survivor, do and shall with all convenient Speed sell and dispose of the said Messuages, Burgages, Lands, and other Hereditaments, either altogether or in Parcels, and either by publick Auction or private Contract, and at such Time or Times as to them or him shall seem proper, and for such Price or Prices as to them or him shall seem reasonable, unto any Person or Persons who shall be willing to become the Purchaser or Purchasers thereof, and do and shall, for the Purposes aforesaid, or any of them, enter into, make, and execute all such Contracts, Agreements, Acts, Deeds, Matters, Things, Conveyances, and Assurances, as to them or him shall seem necessary or expedient; but every Sale, Disposition, Contract, Agreement, Act, Deed, Matter, Thing, Conveyance or Assurance, which shall be made, entered into, had, done, or executed by the said *Sir Lawrence Palk* and *George Rose*, or the Survivor of them, or

Estates in
Wilts vested in
Trustees.

the Heirs or Assigns of such Survivor, in pursuance of this present Act, shall, during the Life of the said *Robert Eden Duncombe*, be made, entered into, had, done, and executed with the Consent in Writing of the said *Robert Eden Duncombe*, and shall after his Decease be made, entered into, had, done, and executed with the Consent of the Person who, under the said Will of the said *Thomas Duncombe* and the said Indentures of the Eleventh and Twelfth Days of *June* One thousand seven hundred and ninety, would for the Time being, if this Act had not passed, be entitled to the actual Possession or to the actual Receipt of the Rents, Issues, and Profits of the said Messuages, Burgages, Lands, and other Hereditaments in Tail, unless such Person shall be under Age, then and in that Case with the Consent in Writing of his Guardian or Guardians.

Purchaser to pay his Money into the Bank;

and Certificate of Accountant General to be a good Discharge.

II. And be it further enacted, That the Purchaser or Purchasers of the said Messuages, Burgages, Lands, and other Hereditaments, shall pay his or their Purchase Money 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 devised by the Will of *Thomas Duncombe* Esquire, pursuant to the Method prescribed by the Act of the Twelfth Year of His late Majesty King *George* the First, Chapter Thirty-second, and the General Rules and Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of His late Majesty King *George* the Second, Chapter the Twenty-fourth; and the Certificate or Certificates to be given by the said Accountant General of the said Court of Chancery of the Payment into the Bank of any such Purchase Money as aforesaid, and the Receipt or Receipts of the Cashier of the Bank to be thereunto annexed, and therewith filed in the regular Office of the said Court of Chancery, shall be a good and effectual Discharge to the Purchaser or Purchasers of the said Messuages, Burgages, Lands, and other Hereditaments, or any of them, for his or their Purchase Money, and from being answerable or accountable for the Loss or Misapplication thereof, or any Part thereof.

Purchaser to hold the Estates freed from Limitations in said Will or Settlement.

III. And be it further enacted, That all and every the Person and Persons to whom the said *Sir Lawrence Palk* and *George Rose*, or the Survivor of them, or the Heirs or Assigns of such Survivor, shall by virtue of this Act make any Sale or Sales of all or any Part or Parts of the said Messuages, Burgages, Lands, and other Hereditaments hereby vested in them as aforesaid, and the respective Heirs and Assigns of such Person or Persons shall and may, immediately after Payment of his or their Purchase Money into the Bank, and after the Execution of the Conveyance or Conveyances to him or them of the said Messuages, Burgages, Lands, and other Hereditaments, or any Part or Parts thereof, have, hold, and enjoy the Hereditaments comprized in his and their respective Purchases, and every of them, and every Part thereof, with their respective Appurtenances, absolutely freed and discharged of and from all and every the Uses, Estates, Trusts, Limitations, Remainders, Powers, Provisions, and Declarations, in the said Will of the said *Thomas Duncombe*, or the said Indenture of the Twelfth Day of *June* One thousand seven hundred and ninety, respectively expressed and contained.

IV. And

IV. And be it further enacted, That the Monies to arise by the Sale or Sales which shall be made in pursuance of this Act, shall, under the Direction of His Majesty's High Court of Chancery, be in the first Place applied in discharging all Costs, Charges, and Expences incurred or to be incurred in, or about, applying for, passing, and obtaining this present Act, and the making and completing such Sale or Sales as aforesaid, or otherwise in the Execution and Performance of the Trusts hereby created; and the Surplus which shall remain of the said Sums of Money, after discharging the said Costs, Charges, and Expences, shall, under the same Direction of His Majesty's said Court of Chancery, be invested or laid out in the Purchase of Manors, Messuages, Lands, Tenements, or Hereditaments of an Estate of Inheritance in Possession, of which not more than One Sixth Part to be Copyhold, unless the Lands, Tenements, or Hereditaments proposed to be purchased shall lie intermixed with other Parts of the said settled Estates remaining unsold, in which Case the Money arising from the Sale or Sales, or a competent Part thereof, shall or may be laid out in the Purchase of such Lands, Tenements, or Hereditaments, whether Freehold, Leasehold, or Copyhold, convenient for the Purposes of the said Settlement; and that all and singular the Manors, Messuages, Lands, Tenements, and Hereditaments so to be purchased, shall be conveyed, settled, and assured to such Uses, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Declarations, and Agreements which, by virtue of the said Will of the said *Thomas Duncombe*, and the said Indentures of the Eleventh and Twelfth Days of *June* One thousand seven hundred and ninety, shall be then subsisting or capable of taking Effect in the Manors and other Hereditaments situate in the said County of *Huntingdon*, in the said Will and Indentures respectively comprized.

Money to arise by Sale in First Place to pay Expences of Act.

Surplus to be laid out in Purchase of Estates to be settled upon same Uses.

V. And be it further enacted and declared, That in the mean Time and until a proper Purchase can be found, the Money arising from the said Sale or Sales shall be laid out in the Purchase of Navy or Victualling Bills or of Exchequer Bills, and the Interest arising from the Money so laid out in the Purchase of such Navy, Victualling, or Exchequer Bills, and the Money received for the same as they shall be respectively paid off by Government, shall be laid out in the Purchase of other Navy, Victualling, or Exchequer Bills, in the Name of the said Accountant General, and shall there remain until a proper Purchase or Purchases be found and approved, and until the same shall, upon a Petition setting forth such Approbation, to be preferred to the Court of Chancery in a summary Way by the Person or Persons who would be entitled to the Rents and Profits of the Hereditaments so to be purchased therewith (if the same were purchased and settled), be ordered to be sold by the said Accountant General for the completing such Purchase, in such Manner as the said Court shall think just and direct; and that if the Money arising by the Sale of such Navy, Victualling, or Exchequer Bills, shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then and in that Case only the Surplus which shall remain, after discharging the Expence of the Applications to the said Court, shall be paid to such Person or Persons respectively as would have been entitled to receive the Rents and Profits of the Lands and Hereditaments hereby 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 it shall and may be lawful

Until proper Purchase found, to be laid out in Navy or Exchequer Bills.

If the Money arising from Sale of such Bills exceed the Money laid out, Surplus to be paid to the Person entitled to the Rents.

for

for the said Court to make such Order or Orders, in a summary Way, touching the Payment or Application of the Monies to be paid into the Bank, and touching such Navy, Victualling, or Exchequer Bills, and the Interest thereof, and also to make such Order or Orders for the taxing or ascertaining all such Costs, Charges, and Expences as are herein-before mentioned, as the said Court shall think fit.

Trustees to permit the Person entitled to Rents to receive same until Sale.

VI. And be it further enacted by the Authority aforesaid, That until such Sale or Sales as aforesaid shall be made, the said Sir *Lawrence Palk* and *George Rose*, and the Survivor of them, and the Heirs and Assigns of such Survivor, shall permit and suffer the Messuages, Burgages, Lands, and other Hereditaments so hereby vested in them as aforesaid, to be held and enjoyed, and the Rents, Issues, and Profits thereof to be had, received, and taken by and for the Benefit of such Person or Persons as would have been entitled thereto and ought to have received the same in case this Act had not been made.

Proviso, if *Robert Eden Duncombe* signify his Desire to Trustees that Estates unsold should not be sold, same to be settled upon the Trusts of the Will.

VII. Provided always, and it is hereby further enacted and declared, That if the said *Robert Eden Duncombe*, or any Person who, if this present Act had not been made and passed, would for the Time being have been entitled to an Estate for Life in Possession in the Hereditaments hereby vested and settled as aforesaid, and the eldest or only Son for the Time being of the said *Robert Eden Duncombe*, or of such other Person who would for the Time being have been so entitled as aforesaid (such eldest or only Son then being of the Age of Twenty-one Years or upwards), or if any Person who, if this Act had not been made and passed, would for the Time being have been entitled to an Estate in Tail Male in Possession in the said Messuages, Burgages, Lands, and other Hereditaments hereby vested and settled as aforesaid, shall at any Time before the Whole of the said Messuages, Burgages, Lands, and other Hereditaments hereby vested and settled as aforesaid, or any Part or Parts thereof, shall be sold, in pursuance of this Act, be minded and desirous that the Hereditaments remaining unsold respectively as aforesaid shall not be sold, and shall signify such his or their Mind or Desire, by any Writing or Writings under their or his Hands or Hand, to the said Sir *Lawrence Palk* and *George Rose*, or the Survivor of them, his Heirs or Assigns, then and in such Cases all the Trusts, Intents, Purposes, Powers, Provisoes, and Declarations, herein-before expressed or contained for the Sale of the said Messuages, Burgages, Lands, and other Hereditaments, or such of them as the said *Robert Eden Duncombe*, or other the Person or Persons so for the Time being entitled as aforesaid shall desire not to be sold, shall cease and be void, and the same Hereditaments so remaining unsold, or such Part or Parts thereof as aforesaid, shall thereupon, with all convenient Speed, be conveyed by the said Trustees or Trustee for the Time being to such Uses, upon and for such Trusts, Intents, and Purposes; and with, under, and subject to such Powers, Provisoes, Declarations, and Agreements, as would be therein respectively subsisting under or by virtue of the said last Will and Testament of the said *Thomas Duncombe*, and the said indentures of the Eleventh and Twelfth Days of *June* One thousand seven hundred and ninety, in case this present Act had not been made; any Thing herein-before contained to the contrary thereof in anywise notwithstanding.

VIII. And

VIII. And be it further enacted, That in case the said Sir *Lawrence Palk* and *George Rose*, or either of them, shall die or desire to relinquish the Trusts hereby in them reposed, before the same Trusts shall be performed, then and so often it shall and may be lawful to and for the said Sir *Lawrence Palk* and *George Rose*, or the Survivor of them, his Heirs or Assigns, pursuant to an Order of the Court of Chancery, to be made in a summary Way upon Petition, to convey, pay, and make over all and singular the Real and Personal Estates then remaining vested in them respectively under the Trusts aforesaid to a new Trustee or new Trustees, upon and for such of the Trusts, Intents, and Purposes hereby declared of and concerning the said Manors, and other Hereditaments hereby vested, and the Money arising from the Sale thereof, as shall be then remaining undetermined and capable of taking Effect; and every such new Trustee shall have all the Powers and Authorities of the Trustee in whose room he shall be substituted.

Appointment
of new Trust-
tees.

IX. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Persons and Person, Bodies Politick and Corporate, his, her, and their respective Heirs, Successors, Executors, and Administrators (other than and except the said *Robert Eden Duncombe*, *Thomas Shafto*, and *John Shafto*, and the respective Sons of their respective Bodies, and the Heirs Male of the Bodies of such respective Sons issuing, and the said *George Henry Rose* and *Frances* his Wife, and the Sons of the said *Frances Rose* now born or hereafter to be born, and the Heirs Male of his and their Body and respective Bodies issuing, and the said *Charles Slingsby Duncombe* and the said *Charles Duncombe*, and the Heirs Male of his Body issuing, and every other Son of the said *Charles Slingsby Duncombe* now born or hereafter to be born, and the Heirs Male of his and their Body and respective Bodies issuing, and the said *Henry Duncombe* and his First and other Sons, and the Heirs Male of his and their Body and respective Bodies issuing, and the Trustees named in the said Indenture of the Twelfth Day of *June* One thousand seven hundred and ninety, for preserving contingent Remainders, and all and every other the Persons and Person who now are or hereafter shall or may, or otherwise would or might, become entitled to any beneficial Estate, Right, Title, or Interest in the said Messuages, Burgages, Lands, and other Hereditaments, hereby vested and settled as aforesaid, or any of them, under the Will of the said *Thomas Duncombe*, or the said Indentures of the Eleventh and Twelfth Days of *June* One thousand seven hundred and ninety, or as Trustees under the same Will and Indentures, and their respective Heirs, Executors, and Administrators) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, or out of the said Premises hereby vested and settled as aforesaid, and every or any Part thereof, as they, every, or any of them had before the passing of this Act, or could or might have had, held, or enjoyed in case this Act had not been made.

General
Saving.

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

Publick Act.

The SCHEDULE

Of the ESTATES of the late *Thomas Duncombe* Esquire, deceased, in the Parish of *Downton*, in the County of *Wilts*; referred to by the above ACT.

THE several Messuages, Burgages, Lands, Tenements, or Dwelling Houses following (*viz.*):

The *White Horse*, with the Barns, Stables, and other Outbuildings thereto belonging, and about Eleven Acres of Land, let to *William Burge*, at the yearly Rent of Twenty-eight Pounds.

Legg's Farm, containing about Twenty-one Acres of Land, let to *William Burge*, at the yearly Rent of Forty-five Pounds.

All the Messuages, Burgages, Tenements, or Dwelling Houses, Buildings, Orchards, Gardens, and Pieces or Parcels of Land in *Downton* aforesaid, devised by the aforesaid Will of the aforesaid *Thomas Duncombe*, now or late in the several Tenures or Occupations of *Jacob Arley*, *Samuel Bailey*, *William Bailey*, *James Bailey*, *Randall Bampton*, *Harry Bampton*, *Moses Barling*, *William Beane* or *Bearne*, *John Buddon*, *William Burge*, *William Curtis*, *Richard Dove*, *Jane Eastman*, *Mary Edwards*, *John Fanstone*, *Lord Faversham's Trustees*, *Jane Francis*, *John Fry*, *John Gould*, *Richard Harris*, *James Hill*, *John Hopgood* alias *Hoptwood*, *John Hughes*, *Joseph Jellyman*, *Ester Kelloway*, *William Lock*, *John Matthews*, *John Miells*, *Nathaniel Moreton* alias *Mourton*, *Edward Moreton* alias *Mourton*, *Jane Muslewhite* alias *Musle*, *Charles Newman*, *Thomas Newman*, *Abraham Newman*, *Samuel Norris*, *John Noyes* alias *Noyce*, *Ann Paine* alias *Payne*, *Joseph Paine* alias *Payne*, the Parish Officers of *Downton*, the *Widow Poore*, *John Poore*, *Charles Poore*, the *Widow Poore*, *James Poore*, *Matthew Quinton*, *John Reeves*, the Trustees of *Downton School*, *Joseph Skinner*, *John Snelgrove*, *William Snelgrove*, *John Spratt*, *James Tubb*, *Samuel Webb*, *Thomas Webb*, *Samuel Webb*, *Betty Weeks*, *Mary Welstead*, *Joanna Williams* alias *Williamson*, *Mary Williams* alias *Williamson*, *William Wornell*, and others, or of their Under Tenants or Assigns, at several yearly Rents, amounting to One hundred and eight Pounds, or thereabouts, clear of Land Tax and Poor Rates.

	A.	R.	P.
Part of an ancient Inclosure adjoining the Road from <i>Downton</i> to <i>Salisbury</i>	0	0	0
Residue of the same Inclosure containing about	2	1	6
A Homestead and Garth, now or late in the Possession of <i>Thomas Miller</i> , containing about	0	1	28
Two Tenements and Gardens, let on Lease to <i>Leonard Snow</i> and <i>John Snow</i> , late in the Possession of <i>Samuel Snelgar</i> , and now or late of <i>John Woodley</i>	0	0	30
<i>Wm. Mowland.</i>			

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