



ANNO QUADRAGESIMO PRIMO

# GEORGI III. REGIS.

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## Cap. 110.

An Act for vesting Part of the Estates of the Reverend *George Huddleston Purefoy Jervoise*, devised by the Will of *Tristram Huddleston Jervoise* Esquire, in Trustees to be sold, and for laying out the Money to arise therefrom, under the Direction of the Court of Chancery, in the Purchase of other Estates, to be settled in lieu thereof, and to the same Uses.

[20th June 1801.]

**W**HEREAS *Tristram Huddleston Jervoise*, late of *Britford*, in the County of *Wilts*, Esquire, deceased, duly made and published his last Will and Testament, dated the Twenty-seventh Day of *July* One thousand seven hundred and ninety-two, and thereby gave and devised his Manor of *Britford* otherwise *Birtford* with his Mansion House there, and his several Farms, Lands, and Hereditaments in *Britford* aforesaid, and also his Manor of *Stratford Toney*, in the said County of *Wilts*, and also his Farm, Lands, and Hereditaments in *Coombe*, in the said County of *Wilts*, together with other Hereditaments unto his Brother *George Huddleston Jervoise Purefoy* for his natural Life; with Remainder to his Eldest Son *George Purefoy Jervoise* (he having at Testator's Request then lately assumed the Name of *Jervoise*) for his natural Life; with Remainder to *James Crofts* and *George Crofts*, and their

Preamble.  
Will of *Tristram Huddleston Jervoise* Esquire, dated *July 27th*, 1792.

[Loc. & Per.]

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Heirs

Heirs during the Life of the said *George Purefoy Jervoise*, in Trust to support Contingent Remainders; with Remainder to the first and other Sons of the said *George Purefoy Jervoise*, in Tail Male: And after reciting in his said Will that he had by Indenture of Settlement, bearing Date the Twenty-ninth Day of June then last, conveyed all those the Manors or reputed Manors of *Herriard, Lissan, Blackhead, and Tunworth* in the County of *Southampton*, with his Mansion House at *Herriard*, and the several Messuages, Farms, Lands, Tenements, Woods, Rents, Advowsons, Tythes, and Hereditaments, to the said several Manors respectively belonging, to Trustees and their Heirs, to the Use of the said *George Purefoy Jervoise* (then *George Purefoy*) for Life; with Remainder to his first and other Sons in Tail Male; with Remainder to him the said Testator in Fee; he (the said Testator), by his said Will, gave and devised the said Manors, Hereditaments, and Premises in the said County of *Southampton*, after the Death of his said Nephew *George Purefoy Jervoise*, and his Issue Male, to his said Brother *George Huddleston Jervoise Purefoy*, for and during the Term of his Life; and from and immediately after the Decease of his said Brother, and the Death and Failure of Issue Male of his said Nephew *George Purefoy Jervoise*, he gave the said Manors, Lands, and Hereditaments in the said County of *Southampton*, and also his said Manors, Lands, and Hereditaments, in the said County of *Wilts*, and all other his Real Estates whatsoever and wheresoever to *Jervoise Purefoy* Second Son of his said Brother *George Huddleston Jervoise Purefoy*, for his Life; with Remainder to the same Trustees to support Contingent Remainders; Remainder to the first and other Sons of the said *Jervoise Purefoy* successively in Tail Male; Remainder to *Richard Purefoy*, Third Son of his said Brother *George Huddleston Jervoise Purefoy*, during his Life; Remainder to the same Trustees to support Contingent Remainders; with Remainder to the first and other Sons of the said *Richard Purefoy* successively in Tail Male; Remainder to the fourth, fifth, sixth, seventh, and all and every other Son and Sons of the Body of his said Brother *George Huddleston Jervoise Purefoy* successively in Tail Male; Remainder to *Mary Purefoy*, eldest Daughter of his said Brother *George Huddleston Jervoise Purefoy*, for her Life; Remainder to the same Trustees to support Contingent Remainders; Remainder to the first and other Sons of the said *Mary Purefoy* successively in Tail Male; Remainder to *Catherine Purefoy*, the second Daughter of his Brother the said *George Huddleston Jervoise Purefoy*, for her Life; Remainder to the same Trustees to support Contingent Remainders; Remainder to the first and other Sons of the said *Catherine Purefoy*, successively in Tail Male; Remainder to *Caroline Purefoy*, the third Daughter of his Brother *George Huddleston Jervoise Purefoy*, for her Life; Remainder to the same Trustees to support Contingent Remainders; Remainder to the first and other Sons of the said *Caroline Purefoy* successively in Tail Male; Remainder to the fourth, fifth, sixth, seventh, and all and every other Daughter and Daughters of his said Brother *George Huddleston Jervoise Purefoy* successively in Tail Male; Remainder to the first and other Daughters of the said *George Purefoy Jervoise*, and their Issue in Tail Male, in like Manner; Remainder to the first and other Daughters of the said *Jervoise Purefoy*, and their Issue in Tail Male, in like Manner; Remainder to the first and other Daughters of the said *Richard Purefoy*, their Issue in Tail Male, in like Manner; Remainder to the First and other

other Daughters of the said *Mary Purefoy* and their Issue in Tail Male, in like Manner; Remainder to the first and other Daughters of the said *Catherine Purefoy* and their Issue in Tail Male, in like Manner; Remainder to the first and other Daughters of the said *Caroline Purefoy* and their Issue in Tail Male, in like Manner; Remainder to his Friend *Henry Penruddock Wyndham* Esquire, for Life; Remainder to his eldest Son *Wadham Wyndham*, for Life; Remainder to the same Trustees to support Contingent Remainders; Remainder to the first and other Sons of the said *Wadham Wyndham* successively in Tail Male; Remainder to *Thomas Norton Wyndham*, second Son of the said *Henry Penruddock Wyndham*, for Life; Remainder to the same Trustees to support Contingent Remainders; Remainder to the first and other Sons of the said *Thomas Norton Wyndham* successively in Tail Male; Remainder to *Henry Penruddock Wyndham*, third Son of the first named *Henry Penruddock Wyndham*, for Life; Remainder to the same Trustees to support Contingent Remainders; Remainder to the first and other Sons of the said *Henry Penruddock Wyndham* the Son successively in Tail Male; Remainder to *Hellyer Wyndham*, fourth Son of the said *Henry Penruddock Wyndham* the Father, for Life; Remainder to the same Trustees to support Contingent Remainders; Remainder to the first and other Sons of the said *Hellyer Wyndham*, successively in Tail Male; Remainder to the Right Heirs of the said *Henry Penruddock Wyndham* the Father, for ever: And the said Testator gave and devised all his Leasehold Estates unto the said *James Crofts* and *George Crofts*, and their Heirs, Executors, Administrators, and Assigns respectively, during the Continuance of the Leases respectively, in Trust, nevertheless, for such Person or Persons, and for such Estate and Interest, and under and subject to such Powers, Restrictions, and Limitations, as are in and by his said Will expressed, limited, declared, and directed, of and concerning the said Manors of *Britford* and *Stratford Toney*, or as near thereto as might be, and the Nature of the said several and respective Leasehold Estates would admit, to the end the same Leasehold Estates and Premises might be held and enjoyed, and go along with the said Manors so long as might be, and the Laws of *England* would admit; And his Will was, and he did thereby direct, that the respective Leases he then had or might have at the Time of his Death, of and in the said Leasehold Premises respectively, should and might from Time to Time, as Occasion should require, and the same could be done on equitable Terms, be renewed out of the Rents and Profits of the same Premises, in the Names of the said *James Crofts* and *George Crofts*, or the Survivor of them, or the Executors or Administrators of the Survivor of them; and that all new Leases to be taken should continue upon the like Trusts, and under and subject to the like Powers, Restrictions, and Limitations as thereinbefore expressed of the several Leases then in being, or as near thereto as the Law would admit: And the said Testator gave all the Rest, Residue, and Remainder of his Money, and Securities for Money, Goods, Chattels, Stock in the Publick Funds, and all other his Personal Estate whatsoever and wheresoever, and of what Nature, Kind, or Quality soever, subject to the Payment of his Debts and Funeral Charges and Legacies, unto his said Brother the said *George Huddleston Jervoise Purefoy*, and his said Nephew *George Purefoy Jervoise*, their Executors, Administrators, and Assigns, upon Trust that they, or the Survivor of them

or the Executors or Administrators of the Survivor of them, should, as soon as convenient after the Testator's Decease, sell, dispose of and convert into ready Money all and such Parts thereof as should not consist of Money or Securities for Money, and should receive and get in all and such Part thereof as consisted of Money or Securities for Money as Occasion should require; and should thereupon, or with all convenient Speed afterwards lay out and invest the said Monies respectively in One or more Purchase or Purchases of Freehold Manors, Messuages, Farms, Lands, Tythes, Woods, or Hereditaments of an Estate of Inheritance in Fee Simple, in the Counties of *Wilts, Southampton, Dorset, or Bucks*, or some or One of them, with free Liberty nevertheless to purchase, with such Fee Simple Estates, any Copyhold or Leasehold Estates which might be connected or convenient to be held therewith, and thereupon settle, convey, and assure all such Manors, Messuages, Farms, Lands, Tythes, Woods, and Hereditaments, to the Use of his said Brother *George Huddleston Jervoise Purefoy*, for his Life; with Remainder to the said *George Purefoy Jervoise*, for his Life; with Remainder to Trustees to support Contingent Remainders; with Remainder to the first and other Sons of the said *George Purefoy Jervoise* in Tail Male; with Remainder to such other Person or Persons, and in such and the like Order and Manner, and to, for, and upon such and the like Estate and Estates, Uses, Trusts, Intents, and Purposes, and upon and under, and subject to the like Charges, Powers, Provisoos, Conditions, Restrictions, and Limitations, as were by him therein-before devised, limited, and declared of and concerning his said Manors and Estates therein-before devised, or as near thereto as might be, and the Deaths of Persons and other Contingencies would admit of: And he willed and directed that until such Purchase or Purchases should be made, the said Monies should be placed in some or One of the Publick Funds, or on Real Securities at Interest, in the Names of the said *George Huddleston Jervoise Purefoy*, and *George Purefoy Jervoise*, or in the Name of the Survivor of them, or his Heirs, and in the Name of the said *Henry Penruddock Wyndham* and his Heirs; and that the Interest and Dividends thereof, until the same should be laid out in such Purchase or Purchases, and settled as aforesaid, should accumulate and be added to the Principal, until the Whole thereof should be laid out and expended in such Purchase or Purchases as aforesaid: And the said Testator's Will was, that the said several Devisees, and their Heirs Male, when in the actual Possession of the said Manors, Lands, and Hereditaments, by virtue of his said Will, should assume and take upon himself or themselves the Surname of *Jervoise*, and use the Coat of Arms of his Family, and should in all Deeds and Writings be styled by the Surname of *Jervoise*, and subscribe his and their Names *Jervoise*: And whereas the said Testator died on or about the Thirty-first Day of *December* One thousand seven hundred and ninety-four, without altering or revoking his said Will; and his said Executors have since proved the same in the Prerogative Court of *Canterbury*: And whereas His present Majesty, soon after the Death of the said Testator, was pleased to grant to the said *George Huddleston Jervoise Purefoy* His Royal Licence and Authority that he and his Issue might resume his ancient Family Name of *Jervoise*, and bear the Arms of *Jervoise*, in compliance with the said Will of the said *Tristram Huddleston Jervoise*: And whereas the said *Catherine Jervoise* and *Caroline Jervoise*, Two of the Daughters of the said *George Huddleston Purefoy Jervoise*, are both since dead

Death of  
*Tristram  
Huddleston  
Jervoise  
Esquire.*

dead without Issue, and the said *George Huddleston Purefoy Jervoise* is still living, and the said *George Purefoy Jervoise*, the said *Jervoise Purefoy Jervoise*, the said *Richard Purefoy Jervoise*, and the said *Mary Purefoy Jervoise*, the Sons and Daughter of the said *George Huddleston Purefoy Jervoise*, are also still living, but there is no Issue of either of them: And whereas the said *Henry Penruddock Wyndham* the Father is still living, and the said *Wadham Wyndham*, *Thomas Norton Wyndham*, *Henry Penruddock Wyndham* the Younger, and *Hellyer Wyndham*, his Sons, are all living, but there is no Issue of either of them: And whereas Part of the aforesaid devised Estates consists of the several Manors or Lordships of *Britford* and *Stratford Toney*, and divers Messuages, Lands, and Hereditaments of Inheritance situate at *Britford*, *Stratford Toney*, *Odstock*, and *Honington* in the County of *Wilts*, and also of the Great Tythes of the said Parish of *Britford*, holden by the said Testator under the Dean and Chapter of the Cathedral Church of *Sarum*, for the Remainder of a Term of Twenty-one Years, and which, since the Testator's Death, hath been renewed in the Names of the said *James Crofts* and *George Crofts*, in pursuance of the Directions in the said Testator's Will, and also of a Messuage, Garden, Orchard, and Two Closes of Pasture within the Liberty of the Close of *New Sarum*, held by Lease under the Hospital of *Saint Nicholas* for Lives, which has likewise been renewed in the Names of the said *James Crofts* and *George Crofts*: And whereas under and by virtue of a certain Act of Parliament, made and passed in the Fortieth Year of the Reign of His present Majesty, intituled, *An Act for vesting Part of the Estates devised by the Will of Tristram Huddleston Jervoise Esquire, in Trustees, to be sold, and for laying out the Money to arise therefrom under the Direction of the Court of Chancery, in the Purchase of other Estates to be settled in lieu thereof, and to the same Uses*; Part of the said devised Estates in the said Act comprized, situate at *Britford*, *Aldbury*, and *Coombe Bisset*, in the said County of *Wilts*, and which are let at the Annual Rent of Two hundred and seventy Pounds, or thereabouts, hath been sold and conveyed, and out of the Monies arising by such Sale the Manor or reputed Manor of *West Harnham Waldrons*, with the Messuages, Lands, and Hereditaments thereunto belonging, in the Parish of *West Harnham*, in the said County of *Wilts*, and Two Closes at *Britford*, called the *Sling* or *Drove* and *Britford Piece*, which are now let at a Rent nearly equal to such Parts of the Estates as were sold, have been since purchased and settled, conveyed, and assured, to, for, upon, and subject to such and so many of the Uses, Estates, Trusts, Powers, Provisoos, Restrictions, and Limitations, in and by the said recited Will of the said *Tristram Huddleston Jervoise*, limited, expressed, and declared of and concerning the aforesaid Manors of *Britford* and *Stratford Toney*, as were existing undetermined and capable of taking Effect: And whereas the Residue of the said Testator's Personal Estate, to a large Amount, hath been laid out by the said *George Huddleston Purefoy Jervoise* and *George Purefoy Jervoise*, in the Purchase of Estates situate at *Herriard* aforesaid, in the County of *Southampton*, and at *Grindon Underwood*, in the County of *Buckingham*; and the same have been settled to the Uses, and upon the Trusts, and subject to the Limitations in and by the said Will directed concerning the Estates which should be purchased with such Residue: And whereas the said Manors of *Britford* and *Stratford Toney*, and the several Messuages, Lands, Tythes, Tenements, and

Hereditaments, situate, lying, and being in *Britford, Stratford Toney, Odstock, Homington*, and the Liberty of the Close of *New Sarum*, in the said County of *Wilts*, by the said recited Will limited in strict Settlement; as also the said Manor or reputed Manor of and Estate at *West Harnham Walronds*, and Two Closes at *Britford*, so purchased and settled to the same Uses (all which Premises are set forth in the Schedule to this Act), lie distant from the Family Mansion House at *Herriard*, and from the several Manors of *Herriard, Lassam, Slackstead, and Tanworth*, in the said County of *Southampton*, so settled by the said Testator as aforesaid, and also from the said Estates in *Hampshire*, and at a greater Distance from the said Estates in *Buckinghamshire*, purchased with the residuary Personal Estate of the said Testator: And whereas from local Circumstances, the said Premises comprized in the said Schedule may be sold to considerable Advantage; and it is highly probable that other Estates, more contiguous to the *Hampshire* or *Buckinghamshire* Estates, may be purchased with the Money to arise from the said Sale; but by reason of the Limitations of the said Will, such Sale cannot be effectuated without the Aid and Authority of Parliament; therefore Your Majesty's most dutiful and loyal Subjects the said *George Huddleston Purefoy Jervoise, George Purefoy Jervoise, Jervoise Purefoy Jervoise, Richard Purefoy Jervoise, Mary Purefoy Jervoise, Henry Penruddock Wyndham, Wadham Wyndham, Thomas Norton Wyndham, Henry Penruddock Wyndham the Son, and Hellyer Wyndham*, 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 the said Manors or reputed Manors of *Britford, Stratford Toney, and West Harnham Walronds*, and all and singular the Freehold and Leasehold Messuages, Farms, Lands, Tythes, and Hereditaments, situate, lying, and being, or arising at or in the Parishes or Places of *Britford, Stratford Toney, Odstock, Homington, and West Harnham*, and the Liberty of the Close of *Sarum*, in the said County of *Wilts*, which are respectively specified and described in the said Schedule hereto, together with all and singular Houses, Outhouses, Edifices, Buildings, Barns, Stables, Yards, Gardens, Orchards, Lands, Meadows, Pastures, Feedings, Timber, and other Trees, Woods, and Underwoods, and the Ground and Soil thereof, Waters, Watercourses, Fishings, Moors, Marshes, Ways, Wastes, Reliefs, Heriots, Courts, Profits of Courts, Courts Leet, Courts Baron, and View of Frank Pledge, and all that to the same Courts and View of Frank Pledge belong, Goods and Chattels of Felons, Fugitives, and outlawed Persons, Fines, Amerciaments, Liberties, Privileges, and all other Profits, Commodities, Advantages, and Appurtenances whatsoever, to the said Manors or reputed Manors, Messuages, Lands, Tythes, and Hereditaments, or to any or either of them, or to any Part or Parcel of them belonging or in anywise appertaining, or therewith used, occupied, or enjoyed, esteemed, or taken as Part or Parcel of them, or any or either of them; and all other the Manors, Messuages, Farms, Lands, Tenements, Tythes, and Hereditaments, as well Freehold as Leasehold, situate, lying, and being, or arising in or within the aforesaid Parishes or Places, or elsewhere, in the County of *Wilts*, which were comprized

The Hereditaments mentioned in the Schedule vested in Trustees, discharged of the Uses of the said Will, upon Trust to sell the same, with the Consent of the Tenant for Life, and convey the same to the Purchaser upon Payment of the Purchase Money into the Bank of England.

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in and devised by the said recited Will of the said *Tristram Huddleston Jervoise* deceased, or which have been purchased since his Decease, and settled, conveyed, and assured to the subsisting Uses of his said Will as aforesaid, and which were not in and by the said recited Act of Parliament vested in Trustees to be sold as aforesaid: All which Premises are situate in the County of *Wilts*, and are now let at the yearly Rent of Three thousand one hundred and forty-four Pounds, or thereabouts: And the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof, shall, from and after the passing of this Act, be vested in and settled upon, and the same are hereby from thenceforth vested in and settled upon *George Croft* of *Serjeant's Inn*, in the City of *London*, Esquire, and *John Hodding* of the City of *New Sarum*, Gentleman, and their Heirs, Executors, Administrators, and Assigns, according to the Nature and Quality of the same Hereditaments and Premises respectively, freed and absolutely acquitted, discharged, exempted, and exonerated of, and from, and against all and every the Uses, Estates, Trusts, Powers, Conditions, Restrictions, and Limitations, limited, created, and declared of and concerning the same Premises, or any Part thereof, in and by the said Will of the said *Tristram Huddleston Jervoise*, or any Conveyance or Settlement made in pursuance thereof, to have and to hold such of the said Manors, Messuages, Lands, and Hereditaments hereby vested and settled as aforesaid, as are Freehold of Inheritance, unto and to the Use of them the said *George Croft* and *John Hodding*, their Heirs and Assigns for ever, freed and discharged, and acquitted, exempted, and exonerated as aforesaid: And to have and to hold such of the said Messuages, Lands, and Hereditaments hereby vested and settled as aforesaid, as are held by Lease from the said Master and Brethren of the Hospital of *Saint Nicholas*, unto and to the Use of them the said *George Croft* and *John Hodding*, their Heirs and Assigns, so freed and discharged, and acquitted, exempted, and exonerated as aforesaid, for and during the Lives of the several Persons named as Cestuique Vies in the said Lease, and the Lives and Life of the Survivors and Survivor of them, but under and subject to the yearly Rents, Covenants, and Agreements in the same Lease reserved and contained, and on the Lessee's Part to be paid, observed, and performed; and to have and to hold such of the Tythes and Hereditaments hereby vested and settled as aforesaid, as are held by Lease from the Dean and Chapter of the Cathedral Church of *Sarum* for the Remainder of a Term of Years, unto them the said *George Croft* and *John Hodding*, their Executors, Administrators, or Assigns, so freed and discharged, and acquitted, exempted, and exonerated as aforesaid, for and during all the Residue and Remainder now to come and unexpired of the said Term of Years, but under and subject to the yearly Rents, Covenants, and Agreements in the said last mentioned Lease reserved and contained on the Lessee's Part, to be paid, observed, and performed; but nevertheless upon the Trusts, and to and for the several Ends, Intents, and Purposes, and subject to the Provisoes and Declarations herein-after expressed; (that is to say,) upon Trust that they the said *George Croft* and *John Hodding*, or the Survivor of them, or the Heirs or Assigns of such Survivor, do and shall with all convenient Speed, by and with the Consent and Approbation of the said *George Huddleston Purefoy Jervoise*, during his Life, and from and after his Decease, by and with the Consent and Approbation of the Person who for the Time being would

would be entitled, under the Devises and Limitations of the said Will, to the Premises hereby vested and settled as aforesaid in case this Act had not been made; and in case such Person shall be an Infant, then by and with the Approbation of the Guardian or Guardians of such Infant, absolutely make Sale and dispose of the said several Manors, Messuages, Lands, Tythes, Hereditaments, and Premises hereby vested and settled as aforesaid, either entirely or in Parcels, and either by publick Sale or private Contract, unto any Person or Persons that shall be willing to become a Purchaser or Purchasers thereof, or of any Part thereof, for the most Money and best Price or Prices that can be got for the same; and upon Payment of the Money which shall be so raised as aforesaid into the Bank of *England*, in Manner herein-after mentioned and directed, do and shall convey and assure the said Hereditaments and Premises so to be sold as aforesaid, with their Rights, Members, and Appurtenances, unto and to the Use of or in Trust for the Person or Persons who shall be a Purchaser or Purchasers thereof, and his, her, or their Heirs, Executors, Administrators, and Assigns, or to such Uses, and to and for such Intents and Purposes as he or they shall direct or appoint, according to the Nature and Quality of the same Premises respectively; and do and shall, for the Purposes aforesaid, or any of them, make, enter into, sign, and execute all such Contracts, Covenants, Agreements, Bargains, Sales, Conveyances, and Assurances in the Law, which to the said *George Croft* and *John Hodding*, or the Survivor of them, or the Heirs, Executors, Administrators, or Assigns of such Survivor, shall seem reasonable.

Expence of the Act to be paid out of the Money arising by such Sale, and the Residue to be laid out in the Purchase of other Estates.

II. And it is hereby further enacted and declared, That by and out of the Monies that shall arise and be produced by such Sale or Sales as aforesaid, the Costs, Charges, and Expences attending the applying for and obtaining and passing this Act, and of making out and preparing the Title of the Estates proposed to be sold, and of making, executing, and completing such Sale and Sales, Conveyances and Settlements as herein-before and herein-after is mentioned, and of making the several Applications to the Court of Chancery, hereby authorized and directed, and of executing all and every the Powers and Directions of this Act, shall in the first Place be paid and defrayed by and under an Order of the Court of Chancery, which Order the said Court is hereby authorized and required to make from Time to Time, with Directions for having such Costs, Charges, and Expences taxed by the Master; and the Rest and Residue of the Money arising by such Sale or Sales, to be made by virtue and in pursuance of this Act, shall, by and with such Consent and Approbation as aforesaid, and under the Direction of the Court of Chancery as herein-after mentioned, be laid out, applied, and disposed of in the Purchase of the Inheritance of Freehold Manors, Messuages, Lands, Tenements, Tythes, or other Hereditaments in Fee Simple in Possession; and of any Customary, Copyhold, or Leasehold Lands, Tythes, or Hereditaments, which may be connected or convenient and proper to be purchased therewith (whereof not more than One Fourth Part in Value in any One Purchase shall be Copyhold or Leasehold) in the said Counties of *Southampton* and *Bucks*, or One of them, lying near to the said Mansion House of *Herriard*, or intermixed or near to the Manors of *Herriard*, *Lassam*, *Slackstead*, and *Tanworth*, or some or One of them, or near to or intermixed with the Estates so purchased with the said Testator's residuary



Personal Estate; and that all the said Manors, Hereditaments, and Premises so to be purchased, shall be settled, conveyed, and assured to, for, upon, and subject to such and the same Uses, Estates, Trusts, Powers, Provisoos, Conditions, Restrictions, and Limitations as in and by the said recited Will of the said *Tristram Huddleston Jervoise* are limited, expressed, and declared of and concerning the aforesaid Manors of *Britford* and *Stratford Toney*, as shall be existing undetermined and capable of taking Effect, or as near thereto as the Tenure of the Premises so to be purchased will permit.

III. And be it further enacted, That the said *George Croft* and *John Hodding*, and the Survivor of them, and the Heirs, Executors, and Administrators of such Survivor respectively, in the mean Time and until such Sale and Sales shall be made by virtue and in pursuance of this Act as aforesaid, do and shall permit and suffer the Rents and Profits of the Premises hereby vested and settled as aforesaid, to be had, received, and taken by such Person and Persons as would for the Time being be entitled to receive the same in case this Act had not been made.

The Trustees to permit the Persons entitled to the Rents to receive them till Sale as if this Act had not passed.

IV. And be it further enacted, That upon any Sale and Conveyance of the Premises hereby vested and settled as aforesaid, or of any Part or Parts thereof, the Money thence arising shall be paid by the Purchaser or Purchasers thereof into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed to his Account there *ex parte* the Purchaser or Purchasers of the Estate of the said *George Huddleston Purefoy Jervoise*, pursuant to the Method prescribed by the Act of the Twelfth Year of His Majesty King *George* the First, Chapter Thirty-second, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of His late Majesty King *George* the Second, Chapter Twenty-four; which Monies when so paid in from Time to Time, shall be laid out in the Purchase of Navy or Victualling Bills, or Exchequer Bills; and the Interest arising from the Money so laid out in the said Navy or Victualling Bills, 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 Name of the said Accountant General in the Purchase of other Navy or Victualling Bills, or Exchequer Bills; all which said Navy and Victualling Bills, and Exchequer Bills, shall be deposited in the Bank in Name of the said Accountant General, and shall there remain until a proper Purchase or Purchases shall be found and approved as before directed, and until the same shall, upon a Petition setting forth such Approbation, to be preferred to the said Court of Chancery in a summary Way by the said *George Huddleston Purefoy Jervoise*, or by or on the Behalf of the Person or Persons for the Time being entitled to the Rents and Profits of the Hereditaments so to be purchased with the same, be ordered to be sold by the Accountant General for the completing such Purchase, 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 original Purchase Money, so laid out as aforesaid, then and in such Case only the Surplus which shall remain, after discharging the Expences of the Application to the Court, shall be paid to such Person or Persons respectively as would have been

Money arising by Sale of Premises to be paid into the Bank of *England*, in the Name of the Accountant General of the Court of Chancery &c.

entitled to receive the Rents and Profits of the Lands directed to be purchased, in case the same had been purchased pursuant to this Act, or to the Representative of such Person or Persons.

Certificate of the Accountant General, with Receipt of the Cashier of the Bank annexed, shall be a good Discharge to the Purchaser.

V. And be it further enacted, That the Certificate or Certificates of the said Accountant General of the Court of Chancery, under his Hand, together with the Receipt or Receipts of the Cashier of the Bank of *England*, to be thereunto annexed, and therewith filed in the Register Office of the said Court of Chancery, shall, from Time to Time, and at all Times be a good and sufficient Discharge to such Purchaser or Purchasers of the said Premises, or any Part or Parts thereof, and to his, her, and their Heirs, Executors, Administrators, and Assigns respectively, for so much of the said Purchase Money for which such Certificate or Certificates, and Receipt or Receipts shall be given; and such Purchaser or Purchasers, and his, her, or their Heirs, Executors, Administrators, and Assigns, shall be, and is and are hereby absolutely freed, acquitted, and discharged of and from the same; and he, they, or any of them, after such Certificate or Certificates, and Receipt or Receipts, shall not be answerable or accountable for any Loss, Misapplication, or Non-application of the said Purchase Money, or any Part thereof.

If *George Huddleston Purefoy Jervoise*, or any future Tenant for Life in Possession of the Estates and his eldest Son, shall be desirous that the unfold Estates should not be sold, and shall give the Trustees Notice thereof, then the Power given by this Act shall cease, and the unfold Estates shall be reconveyed to the Executor's Uses of the Will of the said *Tristram Huddleston Jervoise*.

VI. Provided always, and it is hereby further enacted and declared, That if the said *George Huddleston Purefoy Jervoise*, or any Person who, if this Act had not been made and passed, would for the Time being have been entitled to an Estate for Life in Possession in the Freehold Hereditaments hereby vested and settled as aforesaid, and the eldest or only Son for the Time being of the same *George Huddleston Purefoy Jervoise*, 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 present 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 Freehold Hereditaments hereby vested and settled as aforesaid, shall, at any Time, before the Whole of the said Hereditaments and Premises hereby vested and settled as aforesaid, shall be sold in pursuance of this Act, be minded and desirous that the Hereditaments and Premises so remaining unfold respectively as aforesaid, or any Part or Parts thereof, shall not be sold, and shall signify such his, her, or their Mind or Desire by any Writing or Writings under their or his Hands or Hand, to the Trustees or Trustee for the Time being, for carrying the Trusts of this Act into Execution, then, and in such Cases all the Trusts, Intents, Purposes, Powers, Provisoes, and Declarations, herein-before declared and contained, for the Sale of the said Hereditaments and Premises, or such of them which the said *George Huddleston Purefoy Jervoise*, and such Person or Persons respectively as aforesaid, shall desire not to be sold, shall cease and be void; and the said Hereditaments and Premises so remaining unfold, 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, 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 Will of the said *Tristram Huddleston Jervoise*, in case this present Act

Act had not been made; any Thing herein-before contained to the contrary thereof in anywise notwithstanding.

VII. And be it further enacted, That in case the said *George Croft* and *John Hodding*, 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 *George Croft* and *John Hodding*, 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 Hereditaments and Monies then remaining vested in them respectively under the Trusts aforesaid, to such new Trustee or new Trustees as shall be approved by the said Court, upon, to, and for such and so many of the Trusts, Ends, Intents, and Purposes hereby declared of and concerning the same Hereditaments and Premises respectively, as shall be then remaining undetermined and capable of taking Effect; and so from Time to Time, and so often as there shall be Occasion.

Power of changing and adding new Trustees under the Direction of the Court of Chancery.

VIII. 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 respective Heirs, Successors, Executors, and Administrators (other than and except the said *George Huddleston Purefoy Jervoise*, the First Tenant for Life named in the said Will, and all and every the Tenants for Life in Remainder, and the respective Issue of the said *George Huddleston Purefoy Jervoise*, and of all and every other the said Tenants for Life, and all and every other Person and Persons entitled to the same Premises respectively, hereby vested and settled as aforesaid, under the said Will of the said *Tristram Huddleston Jervoise*, or any Conveyance or Settlement made in pursuance thereof, either for any beneficial Interest or as Trustees, 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.

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

Publick Act.

The SCHEDULE of the Estates in *Wilts*, referred  
to in and by the above Act.

*The Manor of BRITFORD, with all Rents, Services, Rights, Members, Privileges, and Appurtenances thereto belonging or therewith held.*

A Mansion House and Garden, with Coach Houses, Stables, and other Outbuildings, and Three Closes of Pasture, containing Twelve Acres One Rood, and Thirty-seven Perches, occupied therewith, in Hand. £. s. d.

The Manor Farm; consisting of a Farm House, Barns, Stables, and other Outbuildings, with divers Pieces or Parcels of Arable, Meadow, and Pasture Land, containing Four hundred and forty-two Acres; let to Mr. *John Newman*, at the yearly Rent of - - - - - 475 14 6

*Dogdean Farm*; consisting of a Farm House, Barns, Stables, and other Outbuildings, with divers Pieces or Parcels of Arable, Meadow, and Pasture Land, containing Six hundred and eighty-seven Acres; let to *John Selse*, at - - - 366 — —

*Bridge Farm*; consisting of a Farm House, Barns, Stables, and other Outbuildings, with divers Pieces or Parcels of Arable, Meadow, and Pasture Land, containing Three hundred and forty-two Acres; let to *William Smith*, at - - - 463 — —

*Upond Farm and Lands, late Standford's*; consisting of Two Houses; with Barns, Stables, and other Outbuildings, with divers Pieces or Parcels of Arable, Meadow, and Pasture Land, containing Three hundred and seventy-eight Acres; let to *Thomas Godwin*, at - - - - - 434 12 6

A Dairy Farm; consisting of a Dairy House and Outbuildings, and divers Pieces of Meadow and Pasture Land, containing Fifty-one Acres; let to *Thomas Compton*, at - - - 141 — —

A Dairy Farm; consisting of a Dairy House and Outbuildings, and divers Pieces of Arable, Meadow, and Pasture Land, containing Sixty-one Acres; let to *Mistress Dixon*, at - - - - - 132 — —

An Estate, called *Guidot's*; consisting of a House and about Thirty Acres of Land, which lately fell in Hand on the Death of *Richard Cooe*; the Rent not yet settled.

A Piece of Land, called *Britford Piece*, containing Ten Acres, let to *Thomas Godwin*, at - - - - - 12 — —

A Piece of Land, called *The Drove*, containing Two Acres; let to *John Selse*, at - - - - - 3 — —

A House, Garden, and Two Closes of Pasture, containing Eight Acres; let to *John Fry*, at - - - - - 30 — —

A Close of Pasture, let to *William Bayley*, containing Two Acres; at - - - - - 5 - -  
 The Profits of an Annual Fair, called *Britford Fair*; let to *Henry Ford*, at - - - - - 31 10 -  
 Divers Cottages and small Tenements; let to divers Persons, at - - - - - 39 11 -

The Glebe Land and Great Tythes of the Parish of *Britford*, held by Lease, dated the Twenty-first of *November* One thousand seven hundred and ninety-six, from the Dean and Chapter of *Sarum*, for the Remainder of a Term of Twenty-one Years; the Annual Value of the greatest Part of which are included in the foregoing Rents.

Yearly Value  
if in Possession.

£. s. d.  
60 - -

The Reversion of a Messuage, Tenement, and divers Parcels of Arable, Meadow, and Pasture Land, containing about Forty-seven Acres; held by *Elizabeth Lewis*, for the Remainder of a Term of Ninety-nine Years, now determinable on her Life, by Lease dated the Sixteenth of *April* One thousand seven hundred and seventy, under the yearly reserved Rent of - - - - - 2 13 4

40 - -

The Reversion of a Messuage or Tenement, and divers Parcels of Arable, Meadow, and Pasture Land, containing about Twenty-eight Acres; held by the Executors of *Richard Cooe*, deceased, for the Remainder of a Term of Ninety-nine Years, determinable on the Life of *Jerroise Clark Jerroise* Esquire, by Lease dated the Fourteenth of *December* One thousand seven hundred and fifty-four, under the yearly reserved Rent of - - - - - 1 6 8

10 - -

The Reversion of a Messuage or Tenement, and Malt-house, Garden, and Orchard, containing about Three Quarters of an Acre; held by *Mistress Mary Cooe*, for the Remainder of a Term of Ninety-nine Years, determinable on the Lives of herself, *Charles Cooe*, and *John Newman*, by Lease dated the Twenty-fifth of *March* One thousand seven hundred and eighty. - - - - - - 10 -

60 - -

The Reversion of a Messuage or Tenement, Garden, and Orchard, Barn, Stable, and other Outbuildings, and divers Pieces or Parcels of Arable, Meadow, and Pasture Land, containing about Sixty Acres; held by *Attwater*, for the Life of *Caroline Attwater*, by virtue of a Copy of Court Roll of the said Manor of *Britford* - - - - - 2 13 4

10 - -

The Reversion of a Messuage or Tenement, Garden, and Orchard, and about Six Acres of Land; held by the said *Attwater*, for the Lives of *Mariana Attwater* and *John Gay Attwater*, by virtue of another Copy of Court Roll of the said Manor - - - - - - 6 8

20 - -

The Reversion of divers small Cottages and Gardens; held by divers Persons, by virtue of various Leases and Copies of Court Roll of the said Manor - - - - - 4 1 -

The Right of Fishery and other Manerial Rights of the said Manor.

*The Manor of STRATFORD TONEY, with its Rights, Members, and Appurtenances.*

	New Farm; consisting of a Messuage or Tenement, Barns, Stables, and other Outbuildings, and divers Pieces or Parcels of Arable and Pasture Land, containing Four hundred and twenty-eight Acres; let to <i>John Johnson</i> , at			£.	s.	d.
				110	—	—
	Two other Farms; consisting of Two Messuages or Tenements, Barns, Stables, and other Outbuildings, and divers Pieces or Parcels of Arable, Meadow, and Pasture Land, containing Five hundred and sixty-seven Acres; let to <i>Henry Ford</i> , at			370	—	—
	Three several Pieces of Meadow Land called <i>Lombard's Meadows</i> , containing about Sixteen Acres; now let to <i>John Selfe</i> , at			40	—	—
Yearly Value if in Possession.	The Reversion of a Messuage or Tenement, Barn, Stables, and other Outbuildings, and divers Pieces of Arable and Pasture Land, containing about Thirty-eight Acres; held by <i>George Allen</i> , for the Remainder of a Term of Ninety-nine Years, granted by Lease, and now determinable by his Life, under the yearly reserved Rent of			1	6	8
£.	s.	d.				
30	—	—				
	The Reversion of a Messuage or Tenement, Barn, Stable, and other Outbuildings, and divers Pieces or Parcels of Arable and Pasture Land, containing about Thirty-eight Acres; held by Copy of Court Roll of the said Manor, for the Lives of <i>George Stevens</i> , <i>William Stevens</i> , and <i>Elias Stevens</i> , and the Life of the Survivor.			1	6	8
30	—	—				
	The Reversion of a House, Garden, and Orchard, containing about Three Quarters of an Acre; held by <i>George Purefoy Jervoise</i> Esquire, for his Life, by virtue of a Lease thereof granted			—	1	—
5	5	—				
	The Reversion of divers small Cottages; held by Leases and Copies of Court Roll			—	5	—
6	—	—				
	Right of Fishery and other Manerial Rights.					

*The Manor of WEST HARNHAM WALRONS, with the Rights, Members, and Appurtenances thereof.*

	A Farm; consisting of a Farm House, Barns, Stables, and other Outbuildings, and divers Pieces or Parcels of Arable, Meadow, and Pasture Land, containing Two hundred and fourteen Acres; let to <i>Widow Stedman</i> , at			270	—	—
	Four Cottages and Gardens.					
	The Manerial and other Rights.					

ODSTOCK.

	Five Pieces of Meadow Land; containing together about Thirty-two Acres; let to <i>John Selfe</i> , at			72	—	—
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## HOMINGTON.

Four Grounds, called *The Carwens*, and a small Meadow,  
containing together about Sixty-six Acres; let to *John Selse*,  
at - - - - - 50 — —

*The LIBERTY of the CLOSE of NEW SARUM.*

A Messuage or Shop, Garden and Orchard; let to *Francis  
Brown*, at - - - - - 10 10 —

Part of *Nuttons Mead*; let to *William Gatterel*, at - 44 — —

The Remainder of the said Mead; let to *John Coles*, at 22 — —

Held by Lease under the Master of Saint *Nicholas* Hof-  
pital, for the Lives of the said *George Huddleston Purefoy Jer-  
voise*, *George Purefoy Jervoise*, and *Jervoise Purefoy Jervoise*.

A Freehold Garden and Mead, adjoining the above  
Mead; let to *John Coles*, at - - - - - 8 — —

—————  
3,144 8 4  
—————

*John Hodding.*

