



ANNO QUADRAGESIMO QUINTO

# GEORGII III. REGIS.

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## *Cap. III.*

An Act to establish and confirm an Exchange made by and between the Rector of the Parish Church of *Wimborne Saint Giles* and *Alballows*; in the County of *Dorset*, and the Right Honourable *Anthony Ashley* Earl of *Shaftesbury*, of Part of his Glebe Lands, and other Lands held and enjoyed with the said Rectory, for other Lands there, the Property of the said Earl, which are more conveniently situated for the said Rector and his Successors. [10th July 1805.]

**W**HEREAS by Indentures of Lease and Release and Settlement, bearing date respectively the Ninth and Tenth Days of *March* One thousand seven hundred and eighty-seven, the Release being of Five Parts, and made or expressed to be made between the Right Honourable *Anthony Ashley* Earl of *Shaftesbury*, and the Right Honourable *Barbara* Countess of *Shaftesbury* his Wife (the only surviving Child of Sir *John Webb*, Baronet, since deceased) of the First Part; the said Sir *John Webb* and *William Excer* Esquire, since deceased, of the Second Part; the Right Honourable *George* Earl of *Shrewsbury*, since deceased, and the Right Honourable *Jacob* Earl of *Radnor*, of the Third Part; the Right Honourable *Henry* Earl *Fauconberg*, and the

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Right Honourable *Robert* Lord *Romney*, both since deceased, of the Fourth Part; and the Right Honourable *Anthony* Lord Viscount *Montague*, and the Right Honourable *Joseph* Lord *Milton* afterwards Earl of *Dorchester*, both since deceased, of the Fifth Part, being the Settlement made in pursuance of Articles executed previous to and in Consideration of the Marriage of the said *Anthony Ashley* Earl of *Shaftesbury* with the said *Barbara* Countess of *Shaftesbury* his Wife, the Manor of *Wimborne Saint Giles* in the County of *Dorset*, and the Advowson of the Rectories of *Wimborne Saint Giles* and *Wimborne Allhallows*, in the said County of *Dorset*, and all and singular the Lands and Hereditaments of the said *Anthony Ashley* Earl of *Shaftesbury*, in the Parish of *Wimborne Saint Giles* and *Allhallows*, comprising the Lands and Hereditaments by this Act intended to be given in exchange by the said Earl, together with other considerable Lands and Hereditaments in the Counties of *Dorset*, *Southampton*, *Wilts*, and *Durham*, were limited to the said Sir *John Webb* and *William Ewer*, and their Heirs, as to the Manors, Lands, and Hereditaments in the Counties of *Dorset* and *Southampton*, to the Use of the said *George* Earl of *Shrewsbury* and *Jacob* Earl of *Rudnor*, their Executors, Administrators, and Assigns, for a Term of Ninety-nine Years, without Impeachment of Waste, upon Trust for securing to the said *Barbara* Countess of *Shaftesbury*, an Annual Sum of Six hundred Pounds, during the joint natural Lives of the said *Anthony Ashley* Earl of *Shaftesbury* and the said *Barbara* his Wife; and from and after the Determination thereof, to the Use of the said *Anthony Ashley* Earl of *Shaftesbury* and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste, with Remainder to the Use of the said Sir *John Webb* and *William Ewer*, their Heirs and Assigns, upon Trust to preserve the contingent Remainders thereafter limited; and from and after the Decease of the said *Anthony Ashley* Earl of *Shaftesbury*, to the Use and Intent that the said *Barbara* Countess of *Shaftesbury*, in case she should survive the said *Anthony Ashley* Earl of *Shaftesbury*, should receive out of the said Premises an Annual Sum of One thousand Pounds for her Jointure, and subject thereto to the Use of the said *Henry* Earl *Fauconberg* and *Robert* Lord *Romney*, their Executors, Administrators, and Assigns, for the Term of One hundred Years, for securing the same, with Remainder to the First and other Sons of the Body of the said *Anthony* Earl of *Shaftesbury* by the said *Barbara* his Wife, severally and successively in Tail Male; with Remainder to such Person and Persons, and for such Estate and Estates, as the said *Anthony Ashley* Earl of *Shaftesbury* should appoint; with Remainder to the First and other Sons of the said *Anthony Ashley* Earl of *Shaftesbury*, by any after-taken Wife, severally and successively in Tail Male; with Remainder to the Use of the Honourable *Cropley Ashley* (Brother of the said Earl) and the Heirs Male of his Body; and in Default of such Issue to the Use of the right Heirs of the said *Anthony Ashley* Earl of *Shaftesbury*: And in the said Indenture of Settlement is contained a Power for the said *Anthony Ashley* Earl of *Shaftesbury*, in addition to the said Annual Sum of One thousand Pounds, to appoint a further Annual Sum for the said *Barbara* Countess of *Shaftesbury*, upon the Terms therein mentioned; and also a Power for the said Earl to appoint new Trustees in the Room of Trustees dying or desiring to be discharged from or declining to act in the Trusts aforesaid: And whereas by a certain other Indenture of Four Parts, dated the Nineteenth Day of *July* One thou-  
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land seven hundred and ninety, and made between the said *Anthony Ashley* Earl of *Shaftesbury* of the First Part; the said *Barbara* Countess of *Shaftesbury* of the Second Part; the said Sir *John Webb* of the Third Part; and the said *Henry* Earl *Fauconberg* and *Robert* Lord *Romney* of the Fourth Part; the said *Anthony Ashley* Earl of *Shaftesbury* did, in pursuance of the aforesaid Power for that Purpose contained in the said Indenture of Settlement of the Tenth Day of *March* One thousand seven hundred and eighty-seven, limit and appoint unto the said *Barbara* Countess of *Shaftesbury*, in case she should survive him, and in Addition to the said Annual Sum of One thousand Pounds by the said Settlement limited to her for Life, One other Annual Sum or Yearly Rent charge of Four hundred and eighty Pounds, to be charged upon and payable out of the same Manors and Hereditaments in the Counties of *Dorset* and *Southampton* as were charged with the said original Jointure of One thousand Pounds: And whereas the said *William Exwer* afterwards departed this Life; and by Indenture of Appointment bearing Date the Twenty-third Day of *May* One thousand seven hundred and ninety-four, made between the said *Anthony Ashley* Earl of *Shaftesbury* and *Barbara* Countess of *Shaftesbury* of the First Part; *Charles Butler* of *Lincoln's-Inn*, in the County of *Middlesex*, Esquire, of the Second Part; and the Right Honourable *Francis* Earl of *Moira* of the Third Part; the said *Anthony Ashley* Earl of *Shaftesbury* did, in pursuance of the Power in the said Indenture of Settlement for that Purpose contained, nominate and appoint the said *Francis* Earl of *Moira* to be a Trustee in the Room of the said *William Exwer* deceased, and he thereby appointed the Manors and Hereditaments comprized in the said Indenture of Settlement of the Tenth Day of *March* One thousand seven hundred and eighty-seven, to the Use of the said *Charles Butler* and his Heirs, to the Intent that he might reconvey the same to the said Sir *John Webb* and *Francis* Earl of *Moira*, and their Heirs, to the Uses of the said Settlement: And whereas by Indentures of Lease and Release, bearing Date respectively the Twenty-fourth and Twenty-sixth Days of *May* One thousand seven hundred and ninety-four, indorsed on the said Indenture of Appointment of the Twenty-third Day of *May* One thousand seven hundred and ninety-four the Release made between the said *Charles Butler* of the First Part; the said *Anthony Ashley* Earl of *Shaftesbury* of the Second Part; and the said Sir *John Webb* and *Francis* Earl of *Moira* of the Third Part; the said *Charles Butler*, in pursuance of the last recited Indenture, granted and released all and singular the Manors, Lands, and Hereditaments, which by the said Indenture of the Twenty-third Day of *May* One thousand seven hundred and ninety-four, were limited and appointed to the Use of him the said *Charles Butler* and his Heirs, unto the said Sir *John Webb*, since deceased, and *Francis* Earl of *Moira*, and their Heirs, to the Uses and for the Intents and Purposes to which the same were limited by the said Indenture of Settlement of the Tenth Day of *March* One thousand seven hundred and eighty-seven: And whereas by Deed Poll bearing date the Twenty-fourth Day of *May* One thousand and eight hundred, under the Hand and Seal of the said *Anthony Ashley* Earl of *Shaftesbury*, the said Earl, in pursuance of the aforesaid Power contained in the said herein-before recited Indenture of Settlement of the Tenth Day of *March* One thousand seven hundred and eighty-seven, for want of such Issue Male of his Body on the Body of the said *Barbara* Countess.

Countels of *Shaftesbury* as by the said Indenture of Settlement is limited, did direct and appoint all the said Manors, Lands, and Hereditaments, with the Appurtenances comprized in the said Settlement, unto and to the Use of him the said *Anthony Ashley* Earl of *Shaftesbury*, his Heirs and Assigns, for ever; whereby the Remainders over in the said Settlement contained subsequent to the Limitations to the First and other Sons of the said *Anthony Ashley* Earl of *Shaftesbury* by the said *Barbara* Countels of *Shaftesbury*, were destroyed: And whereas there is no Issue Male of the Body of the said *Anthony Ashley* Earl of *Shaftesbury*: And whereas the said Term of One hundred Years is become vested in the Right Honourable Lady *Charlotte*, now the Wife of *Thomas Edward Wynn Belasyse* Esquire, and the Right Honourable Lady *Anne Wombwell*, now the Wife of Sir *George Wombwell* Baronet, the Executrixes, and Two of the Daughters of the said *Henry* Earl *Fauconberg*, deceased, who survived the said *Robert* Lord *Romney*: And whereas the Reverend *Charles Talbot*, Batchelor in Divinity, Dean of *Exeter*, Rector of the said Parish and Parish Church of *Wimborne Saint Giles* and *Alhallowes*, in the said County of *Dorset*, is in Right of his said Rectory seised of certain Glebe Lands, and other Lands formerly taken in Exchange as herein-after is mentioned, within the said Parish, subject to the Agreement for the Exchange thereof herein-after mentioned: And whereas the said *Anthony Ashley* Earl of *Shaftesbury*, by virtue of the First herein-before recited Indentures of Lease and Release, is Owner of the Advowson of the said Rectory, and is Lord of the Manor of *Wimborne Saint Giles*, and Owner of a large Property within the said Manor and Parish, and other adjoining Parishes, in the said County of *Dorset*, and in the County of *Southampton*: And whereas by Indenture, bearing Date the Twenty-fifth Day of *January* One thousand eight hundred and five, between the said *Anthony Ashley* Earl of *Shaftesbury*, of the One Part, and the said *Charles Talbot*, of the other Part, reciting that by Articles of Agreement incited, concluded, and agreed on the Thirtieth Day of *October* One thousand six hundred and sixty-six, between the Right Honourable *Anthony* Lord *Ashley* Baron *Ashley* of *Wimborne Saint Giles* aforesaid, then Chancellor and Under Treasurer of His then Majesty's Exchequer, and One of His Majesty's most Honourable Privy Council, of the One Part, and *John Highmore* Clerk, then Rector of the Parish Church of *Wimborne Saint Giles* aforesaid, of the other Part, wherein it is recited that the said Lord *Ashley*, for the better accommodating the Inhabitants of *Wimborne All Saints*, and towards uniting them to the Parish of *Wimborne Saint Giles*, which would be very much for the Advantage and Increase of a comfortable Maintenance for the said Rector of *Saint Giles*, had parted with the North Aisle in the Church of *Wimborne Saint Giles* aforesaid, which belonged to his Family, in Consideration whereof the said *John Highmore* did thereby for his Life, and as much as in him lay, give and grant unto the said Lord *Ashley*, his Heirs and Assigns the full and true Use, Benefit, and Disposal of all the Chancel belonging to the said Parish Church of *Wimborne Saint Giles*: It was therefore covenanted, granted, and concluded between the said Parties, and the said *John Highmore* for himself did covenant with the said Lord *Ashley*, his Heirs and Assigns, that he the said *John Highmore* would at all Times then after during his Life (in case he should so long continue Rector of the Rectory of *Wimborne Saint Giles* aforesaid) at his own Coits and Charges, well and effectually repair, maintain and keep the said North Aisle in all needful, necessary, and sufficient Reparations, and thereof acquit the said

Lord *Ashley* his Heirs, Executors, and Assigns; and the said *John Highmore* did thereby further covenant with the said Lord *Ashley*, his Heirs and Assigns, that he would permit and suffer such of his Ground adjoining to the Churchyard of the Parish Church of *Wimborne Saint Giles* aforesaid, as the said Lord *Ashley* should think fit to be allotted and laid out to the said Churchyard for the Enlargement thereof, and that he would not permit any Burials to be in the said Church or Churchyard, other than in such Places and in such Manner as the said Lord *Ashley* should direct or approve of; and the said Indenture of the Thirtieth of *October* One thousand six hundred and sixty-six, further reciting, that the said Lord *Ashley*, for the Advantage and better Accommodation, and for the more healthful Situation of the said Rector of *Wimborne Saint Giles*, had agreed to the mutual Exchange of certain Grounds betwixt him the said Lord *Ashley* and the said Rector of *Wimborne Saint Giles*; *videlicet*, of One Close of Pasture, containing by Estimation Two Acres One Rood and Thirty-two Perches, more or less, adjoining to the Moor, wherein then formerly the Parsonage House, with the Gardens and Orchards, were very moorishly and unhealthily situated; One Close of Arable, containing Nine Acres and One Rood, more or less, lying near adjoining unto *Foxbarrow* (the same only being betwixt); One other Close of Arable, containing Seventeen Acres One Rood and Thirty Perches, lying near adjoining unto *Foredowne*; and One Heath Close, containing Five Acres One Rood and Twenty-six Perches, lying near unto *Sudden Common*; which said several Closes of Arable and Pasture were lying within the Parish of *Wimborne Saint Giles* aforesaid, and are set forth in the First Part of the First Schedule hereto annexed, and were Part of and belonging unto the Rectory thereof, and by the said Rector agreed to be given in Exchange for those Closes of Land, Meadow, and Pasture following; *videlicet*, for One Messuage or Tenement wherein the said Rector then inhabited, with a Barn and Stable, and the Backside, Garden, and Orchard, and a Close of Pasture thereunto adjoining, containing Six Acres One Rood and Sixteen Perches, more or less; One other Close of Pasture, to the said last-mentioned Close adjoining, containing Three Acres Two Roods and Thirty-two Perches, more or less, which said Messuage and Two last-mentioned Closes are set forth in the First Part of the Second Schedule hereto annexed; Two Closes of Arable Land lying on both Sides of the new Lane, containing Four Acres and an Half, more or less; Two other Closes of Arable, containing Six Acres, then lately belonging to a Tenement in the Occupation of *Thomas Dorese*, adjoining the new Field (the Lane only being betwixt); Three Closes of Arable more, containing altogether Sixteen Acres and an Half more or less, then lately belonging to a Tenement in the Occupation of *Susan Randall* Widow, and next adjoining to the Sheep Downe, which said last-mentioned Parcels of Land have been since intermixed with other Lands, and form Part of the Second Part of the said First Schedule; all which said last-mentioned Closes of Land, Meadow, and Pasture, were also lying within the Manor of *Wimborne Saint Giles* aforesaid, and Part of the Lands of the said Lord *Ashley*, and by him agreed to be given in Exchange unto the said Rector for and in lieu of the several Closes of Land, Meadow, and Pasture, first therein mentioned, unto which Exchange the said Rector for his Life, and as much as in him lay, did thankfully consent and agree: And it was thereby further covenanted and agreed between the Parties thereto, and the said *John Highmore* did covenant with the

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said Lord *Ashley* and his Heirs, that so long as he the said *John Highmore* should continue Rector of the Rectory of *Wimborne Saint Giles* aforesaid, the said Agreement and Exchange should be, remain, and continue firm and stable, to all Intents and Purposes whatsoever: And the said *John Highmore* did further covenant and agree with the said Lord *Ashley* that so much of the said Close first above mentioned, to be next adjoining to the now Dwelling House of the said Rector of *Wimborne Saint Giles* as should remain, over and besides Backsides, Gardens, and Orchards to the said House (to be allotted or allowed by the said Lord *Ashley* under his Hand and Seal) should be by the said *John Highmore* used and employed only as Pasture Ground, and all Means used by him for the best Improvement for that Purpose; and that in case the said *John Highmore*, or any other by his Toleration, Appointment, Privity, or Procurement, should plough, ear, sow, break up, or otherwise convert into Tillage, or mow the said Residue of the said Close, or any Part thereof, without the Licence of the said Lord *Ashley* or his Heirs first had and obtained in Writing under his Hand and Seal, then he the said *John Highmore* was to pay unto the said Lord *Ashley* the Sum of Five Pounds an Acre for every Acre that should be so ploughed, eared, sown, broken up, or converted into Tillage, or mowed as aforesaid, and after that Rate for any greater or lesser Quantity, and should and would permit and suffer all the Rest and Residue of the said Arable Land, taken and accepted in Exchange by him, to rest and lay untilld every Third Year during the Time he should hold and enjoy the same by virtue of that Deed: And the said *John Highmore* did further covenant with the said Lord *Ashley* and his Heirs, that he the said *John Highmore* should, from Time to Time and at all Times thereafter, during his Life; (in case he should so long continue Rector of the Rectory of *Wimborne Saint Giles* aforesaid) by the Direction and Appointment of the said Lord *Ashley* or his Heirs, at seasonable Times and in a husbandlike Sort, plant in and upon the said Two Closes next adjoining to the Dwelling House of the said *John Highmore*, such and so many Timber Trees, Fruit Trees, and other Trees, as by the said Lord *Ashley* or his Heirs should be required, directed, or appointed, and should do his best Endeavours during the said Term (determinable as aforesaid) to cherish and preserve them in Growth for the Benefit of Posterity; and it was also mutually agreed by and between the said Parties thereto, that for the more convenient Access to the Church of *Wimborne Saint Giles* aforesaid, and to and from the Manor House of the said Lord *Ashley* there, so much of the Close lying on the South side of the Churchyard belonging to the said Rector, as should be thought fit by the Agent of the said Lord *Ashley* should be taken and laid out for a Passage to and from the said Church of *Wimborne Saint Giles*, and in lieu thereof so much in Quantity and Value should be laid out and appointed to and for the same *John Highmore*, out of a certain Close divided by the new Way aforesaid, then sometimes *Fontleroy's*, and next adjoining to the Ground of the said *John Highmore*, as should be judged a sufficient Recompence and Compensation for the same, by Two Persons to be indifferently chosen by the said Parties, which should be mutually enjoyed during the whole Term aforesaid, as other re-exchanged Lands therein-before expressed; and the said Lord *Ashley* did covenant with the said *John Highmore*, that he the said Lord *Ashley* and his Heirs should from Time to Time and at all Times thereafter, during the Life of the said *John Highmore*, and in case he should so long continue the Rector of the said Rectory, at his and their own Costs and Charges, well and sufficiently repair and keep the

the aforesaid Chancel in all necessary and sufficient Reparations, and thereof save harmless the said *John Highmore*, his Executors and Administrators, as by one Part of the said Agreement under the Hand and Seal of the said *John Highmore*, now in the Possession of the said *Anthony Earl of Shaftesbury*, Party to the said Indenture now in recital may appear; the other Part of which said Agreement, under the Hand and Seal of the said *Anthony Lord Ashley*, being presumed to have been destroyed by Fire or otherwise, as the same is not now to be found: And the said Indenture now in recital further reciting, that the Allotment of that Part of the Ground then of the said *John Highmore*, as Rector aforesaid, in the said Agreement mentioned to be adjoining to the said Church-yard of the said Parish Church of *Wimborne Saint Giles* aforesaid, was not allotted and laid out to the said Church-yard for the Enlargement thereof, pursuant to the said Agreement, but had ever since remained in the State in which it then lay, the Church-yard belonging to the said former Church of *Wimborne Alhallows* being sufficient for the Use of both the Parishes; and reciting, that the Messuage, Lands, and Hereditaments so as aforesaid exchanged or agreed to be exchanged by and between the said *Anthony Lord Ashley* and *John Highmore*, during the Life of the said *John Highmore*, had been also mutually possessed and enjoyed by the said *Anthony Lord Ashley* and his Heirs, and by the said *John Highmore*, during his Life, and also since his Decease by his Successors, Rectors of the said Parish of *Wimborne Saint Giles*, which, by an Act of Parliament therein after recited, was united to the said Parish of *Wimborne Alhallows* in Manner herein after mentioned; and further reciting, that for the more convenient Access to the Church of *Wimborne Saint Giles* aforesaid, and to and from the Manor House of the said Lord *Ashley* (and since his Death of his Heirs the late Earls and present Earl of *Shaftesbury*) Part of the said Close lying on the South Side of the Church-yard, formerly belonging to the said Rectory, was, pursuant to the said recited Indenture, taken and laid out for a Passage to and from the said Church, and in lieu thereof so much in Quantity and Value appeared to have been accordingly laid out for the said *John Highmore* (and had since been enjoyed by his Successors, Rectors of *Wimborne Saint Giles* and *Alhallows* aforesaid) out of the said Close, divided by the new Way aforesaid, formerly *Fontleroy's*, as was adjudged a sufficient Recompence and Compensation for the same in Manner aforesaid, but that the Particulars thereof could not then be exactly ascertained; and reciting, that the said *John Highmore* departed this Life some Time in the Year One thousand six hundred and eighty-four: And further reciting, that by an Act of Parliament, passed in the Fifth Year of the Reign of His late Majesty King *George* the Second, intituled, *An Act for the Exchange of the Right of Presentation to the Rectory of Wimborne Alhallows and Vicarage of Lodors in the County of Dorset, and for uniting the Rectories and Parishes of Wimborne Saint Giles and Wimborne Alhallows*, reciting as therein is recited, it was among other Things enacted, that the said Rectory of *Wimborne Alhallows* should be and was thereby for ever united and annexed unto the said Rectory of *Wimborne Saint Giles* aforesaid; and that the said Rectories so united should for ever after be but one entire Rectory, and be called *The Rectory of Wimborne Saint Giles and Alhallows*, and should be enjoyed and possessed by one Rector for the Time being, and that one Presentation should from Time to Time be made by the said Earl, his Heirs or Assigns, to the

the same: And that it was thereby further enacted, that it should be lawful for the Rector and Churchwardens for the Time being of the said Parishes so united, to pull down the said Parish Church of *Wimborne Alballows*, and to apply the old Materials thereof from Time to Time towards the repairing the said Parish Church of *Wimborne Saint Giles* and *Alballows*, or to sell or dispose of the same for the buying new Materials for repairing the said Parish Church of *Wimborne Saint Giles* and *Alballows*: And further reciting, that the said Parish Church of *Wimborne Saint Giles* was taken down shortly after the passing of the said recited Act, and was re-built at the Expence of *Anthony* then Earl of *Shaftesbury*, and the Chancel thereof had ever since been possessed by the said Earl and his Son, the present Earl of *Shaftesbury*; but the Rector of the said Parish of *Wimborne Saint Giles* and *Alballows* had ever since had, and the said *Charles Talbot* then had, a Pew in the said Chancel for the Use of himself and Family: And further reciting, that by Indenture made the Twenty-fifth Day of *May* One thousand seven hundred and forty-five, between the Right Honourable *Anthony* late Earl of *Shaftesbury*, deceased, Father of the said *Anthony Ashley* Earl of *Shaftesbury*, of the one Part, and the Reverend *Thomas Hooper* Clerk, then Rector of *Wimborne Saint Giles* aforesaid and *Alballows* in the County of *Dorset*, of the other Part, wherein it is recited, that the Close of Arable Land therein-after particularly mentioned and described, lay convenient for the said *Thomas Hooper*, as Rector of *Wimborne Saint Giles* and *Alballows*, and for his Successors in the said Rectory, and that the said Earl was therefore willing to make a Grant thereof to the said *Thomas Hooper*, and his Successors in the said Rectory, he and they paying to the said Earl and his Heirs and Assigns the Yearly Rent of Twenty Shillings for the same, as therein-after is mentioned; it was by the said Indenture of the Twenty-fifth Day of *May* One thousand seven hundred and forty-five witnessed that the said Earl, Party thereto, for the Considerations aforesaid, and other the Considerations therein mentioned, did grant and confirm unto the said *Thomas Hooper* all that Close of Land adjoining to the Backside, belonging to *Wimborne Saint Giles* and *Alballows* Parsonage House, and bounded on the South Side by the Highway leading from *Saint Giles* to *Cranborne*, containing by Estimation Six Acres, more or less (now in Two Parts, and set forth in the Second Part of the said Second Schedule), together with the Barn and Stable thereon erected and built, situate in the Parish of *Wimborne Saint Giles* and *Alballows* aforesaid, and then in the Possession of the said *Thomas Hooper* (except and reserved unto the said Earl, his Heirs and Assigns, all and all Manner of Trees of what Nature or Kind soever, then standing, growing, and being, or which should thereafter stand, grow, and be, in and upon the said Premises, to hold the same with the Appurtenances (except as before excepted) unto the said *Thomas Hooper* and his Successors, Rectors of the said Parish of *Wimborne Saint Giles* and *Alballows* for ever, to the only Use and Behoof of the said *Thomas Hooper* and his Successors, Rectors of the said Parish of *Wimborne Saint Giles* and *Alballows* for ever, he the said *Thomas Hooper* and his Successors, Rectors as aforesaid, paying yearly unto the said Earl, his Heirs and Assigns, the yearly Rent of Twenty Shillings, at the Feast of *Saint Michael the Archangel* in every Year (and added to the Second Part of the said Second Schedule) for ever free and clear of all and all Manner of Rates, Taxes, Charges, and Payments whatsoever, ordinary and extraordinary.



ordinary, issuing or going out of, or to be assessed or imposed on the said Premises, or any Part thereof: And the said Indenture now in recital further reciting, that though the said Messuage, Lands, Hereditaments, and Premises so exchanged or agreed to be exchanged, and the Close of Land so granted and confirmed in Manner aforesaid, had been respectively possessed and enjoyed agreeably to the said therein recited Indentures of the Thirtieth Day of *October* One thousand six hundred and sixty-six, and the twenty-fifth Day of *May* One thousand seven hundred and forty-five, the same had not yet been confirmed by Authority of Parliament (except as aforesaid): And further reciting, that the said *Charles Talbot* as Rector aforesaid, was, in Right of the said Rectory, seised of certain Glebe Lands within the said Parish of *Wimborne Saint Giles*, and was also in the Possession of the said Pieces and Parcels of Land so as aforesaid given in exchange to the said *John Highmore* by the said *Anthony Lord Ashley*, and also of the said Close of Land so as aforesaid granted and confirmed by the said late Earl to the said *Thomas Hooper* and his Successors, Rectors as aforesaid; and that about Eleven Acres Three Roods and Twenty Perches of the said Glebe Land, formerly in several Parcels, and intermixed with several of the Pieces or Parcels of Land so given in exchange to the said *John Highmore*, had been long since laid together with the said last-mentioned Lands: And further reciting, that the said *Anthony Ashley* Earl of *Shaftesbury* had no Issue Male of his Body: And further reciting, that the said Messuage, with the Barns and other Buildings thereunto belonging, so as aforesaid given to the said *John Highmore*, in exchange for his former Parsonage House, or the Site thereof, were in a much more healthy Situation than the said former spot, and were contiguous to the Parish Church aforesaid; and that the said *Charles Talbot* had laid out a considerable Sum of Money in repairing and improving the said Messuage and Buildings; and that the Garden and Orchard, and a Close of Pasture thereunto adjoining, in the said recited Indenture of the Thirtieth of *October* One thousand six hundred and sixty-six, described as containing Six Acres One Rood and Sixteen Perches, and one other Close of Pasture in the same Indenture described containing Three Acres Two Roods and Thirty-two Perches; as also the said Close of Land, so as aforesaid granted and confirmed by the said *Anthony* late Earl of *Shaftesbury* to the said *Thomas Hooper* and his Successors, with the Barns and Stables thereon, had been found most convenient to be held with the said Messuage; but that divers of the said Pieces or Parcels of Land, so as aforesaid given in exchange by the said *Anthony* Lord *Ashley* and then in the Possession of the said *Charles Talbot* as Rector aforesaid, and also the said Glebe Lands, so intermixed with and laid together with several of the said last-mentioned Lands, lay detached from the said Messuage, and dispersed in various Parts of the said Parish, and intermixed with the Lands of the said Earl, and that some of them being far distant from the said Messuage, and also from each other, were very inconveniently situated and uncommensurable to the Rector of the said Rectory; (that is to say), All those Pieces or Parcels of Land, in and by the said recited Indenture of the Thirtieth Day of *October* One thousand six hundred and sixty-six described as Two Closes of Arable Land, lying on both Sides of the New Lane, containing Four Acres and an Half; Two other Closes of Land, in the same Indenture described as Two other Closes of Arable Land,

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containing

containing Six Acres adjoining the New Field, (and which said Two last-mentioned Parcels of Land had been laid together with the Eleven Acres Three Roods and Twenty Perches of Glebe Land as aforesaid; and Three other Closes of Land, therein also described as Three Closes of Arable more, containing altogether Sixteen Acres and an Half, and next adjoining the *Sheep Down* together with the said Eleven Acres Three Roods and Twenty Perches of Glebe Land, so intermixed and laid together with the said other Lands in Manner aforesaid; and all which said several last-mentioned Parcels of Land were comprized in, and formed Part of the Lands therein-after mentioned and described, and intended to be thereby given and granted in exchange to the said *Anthony Ashley* Earl of *Shaftesbury*, in Manner after mentioned (and form Part of the Second Part of the said First Schedule): And further reciting, that it had been proposed and mutually agreed that, for the Convenience as well of the said Earl and his Heirs, as of the said Rector and his Successors, the said Messuages, with the Appurtenances and the Lands lying contiguous thereto, should be confirmed to the said Rector and his Successors, Rectors of the said Parish, discharged of all Restraint from ploughing and all Obligation of planting, mentioned in the said recited Agreement; and that the Close of Land, so as aforesaid granted and confirmed by the said *Anthony* late Earl of *Shaftesbury* to the said *Thomas Hooper* and his Successors, together with all Timber and other Trees growing or to grow thereon, should be confirmed to the said Rector and his Successors discharged from the yearly Rent of Twenty Shillings reserved for the same; and that in lieu of the said Closes so lying detached and dispersed as aforesaid, and of the said Eleven Acres Three Roods and Twenty Perches of Glebe Land, so intermixed and laid together with the same, the several other Pieces or Parcels of Land therein-after mentioned, and which were of greater Annual Value than the said last mentioned Closes, should be given in exchange to the said *Charles Talbot* and his Successors, Rectors, of the said Parish, by the said *Anthony Ashley* Earl of *Shaftesbury*; and that all the said several Parcels of Land so as aforesaid given in exchange by the said *John Highmore* to the said *Anthony* Lord *Ashley*, in and by the said recited Agreement of the Thirtieth Day of *October* One thousand six hundred and sixty-six, should be confirmed to the said *Anthony Ashley* Earl of *Shaftesbury*, Party thereto, his Heirs and Assigns: And further reciting, that the said *Charles Talbot* had applied to and obtained the Consent of the Honourable *George* Lord Bishop of *Bristol* to such Exchange as aforesaid: It is therefore by the said Indenture now in recital, witnessed, that in pursuance of the aforesaid Agreement, and in part Performance thereof, and for and in Consideration of the Lands and Hereditaments therein-after given and granted in exchange by the said *Anthony Ashley* Earl of *Shaftesbury*, he the said *Charles Talbot*, with the Consent and Approbation of the said *George* Lord Bishop of *Bristol*, so obtained as aforesaid, did give, grant, and exchange unto the said *Anthony Ashley* Earl of *Shaftesbury*, his Heirs and Assigns all those several Closes or Pieces or Parcels of Land therein-after particularly described; (that is to say), All that Piece or Parcel of Land containing One Acre One Rood and Twenty five Perches, or thereabouts, being Part of a Piece or Parcel of Land called *The Home Close*, containing One Acre Two Roods and Thirty-eight Perches; and also all that Piece or Parcel of Land, containing One Acre and Thirty Perches, or thereabouts, being Part of another Piece or Parcel of Land called

*Parsonage*

*Parsonage Little Ground*, containing Two Acres and Thirty-two Perches, next adjoining the said Close called *Home Close*, which said Parts of the said Two Pieces or Parcels of Land respectively were then in the Occupation of the said *Anthony Ashley* Earl of *Shaftesbury*, and were Part of the Glebe Land of the said Rectory of *Wimborne Saint Giles* aforesaid; and also, all that Piece or Parcel of Land containing Two Acres or thereabouts next the Lane leading to *Edmonham* called *New Lane*, being Part of a Piece or Parcel of Land called *Granborne Lane Ground*, containing Six Acres Two Roods and Nineteen Perches; and also, all that Piece or Parcel of Land called *The Hither Nine Acres*, containing Ten Acres One Rood and Nineteen Perches, or thereabouts; and also all that other Piece or Parcel of Land adjoining the said last-mentioned Piece of Land called *The Further Nine Acres*, containing Nine Acres Three Roods and Twenty Perches, or thereabouts, of which said Three last mentioned Pieces or Parcels of Land Eleven Acres Three Roods and Twenty Perches were Part of the Glebe Lands belonging to the said Rectory, and the Residue thereof were part of the Lands so as aforesaid given in exchange by the said *Anthony* Lord *Ashley* to the said *John Highmore*; and also all that Piece or Parcel of Land called *The Six Acres*, adjoining the Down called *The Tenants Down*, containing Five Acres Three Roods and Nineteen Perches, or thereabouts; and also, all that Piece or Parcel of Land called *The Five Acres*, adjoining the said last-mentioned Piece of Land, containing Four Acres Three Roods and Twenty-five Perches, or thereabouts; and also, all that other Piece or Parcel of Land called *The Eight Acres*, adjoining the said last-mentioned Piece of Land containing Seven Acres Three Roods and Seventeen Perches, or thereabouts, which said Three last-mentioned Pieces or Parcels of Land were also Part of the Lands so as aforesaid given in exchange by the said Lord *Ashley* to the said *John Highmore*; and all which said last-mentioned Lands were then in the Occupation of the said *Charles Talbot* or his Undertenants or Assigns, and contain in the Whole Forty-three Acres One Rood and Thirty-five Perches or thereabouts, and were situate, lying, and being within the Parish, Precincts, or Territories of *Wimborne Saint Giles* and *Alballowes* aforesaid, (and form the Second Part of the said First Schedule); and also all that Right of Common for One hundred and thirty Sheep and One Ram on the said Down, called *The Tenants Down*, with the Appurtenances, then to the said Rectory belonging (the said Rector's Tythes thereout only excepted) to hold the said several Lands, Closes, and Parcels of Land, and all and singular other the Premises thereby given and granted by the said *Charles Talbot*, as well such of them as were Part of the said Glebe Lands belonging to the said Rectory of *Wimborne Saint Giles* and *Alballowes*, as also such of them as were part of the Lands so given in exchange by the said *Anthony* Lord *Ashley* to the said *John Highmore*, in manner aforesaid, with their and every of their Rights, Members, and Appurtenances, unto the said *Anthony Ashley* Earl of *Shaftesbury*, his Heirs and Assigns for ever, in exchange for the Closes, Lands, and Premises therein-after given and granted by the said *Anthony Ashley* Earl of *Shaftesbury* to the said *Charles Talbot* and his Successors; but nevertheless to and for the like Uses, Ends, Intents, and Purposes, as the Lands and Hereditaments therein-after given in exchange to the said *Charles Talbot* and his Successors, were then limited to: And it is by the said Indenture now in recital further witnessed, that, in pursuance of the aforesaid Agreement, and in further Performance thereof, and for and in Consideration of the Lands and Premises therein-

therein-before given and granted in exchange by the said *Charles Talbot*, he the said *Anthony Ashley* Earl of *Shaftesbury* did give, grant, and exchange unto the said *Charles Talbot* and his Successors, Rectors of the Parish of *Wimborne Saint Giles* and *Alballows* aforesaid, all those Twelve several Closes or Pieces or Parcels of Land, containing in the Whole, by Admeasurement, Seventy-seven Acres Three Roods and Thirty-eight Perches, including the intended Drove, more or less, and therein-after particularly described; (that is to say), All that Close or Piece or Parcel of Land called *Long Ground*, containing One Acre Three Roods and Twenty-one Perches, or thereabouts, then in the Occupation of the said *Charles Talbot*; and also, all that Piece adjoining or then laid thereto, containing One Rood and Eight Perches; and also, all that other Piece or Parcel of Land called *Cranborne Lane Lower Ground*, containing Two Acres Three Roods and Fourteen Perches, or thereabouts, formerly in the Tenure or Occupation of *Michael Dove*, but then or late of *William Andrews*, his Undertenants or Assigns, and adjoining to the said last-mentioned Piece of Ground called *Long Ground*; and also, all that other Piece or Parcel of Land called *Cranborne Lane Ground*, containing Two Acres One Rood and Thirty-six Perches, or thereabouts, formerly in the Tenure or Occupation of *Mathew Heskell*, and since of *Jonathan Saunders*, his Undertenants or Assigns, but then of *Charles Gould*, as Tenant to the said Earl; and also, all that other Piece or Parcel of Land next adjoining the said last-mentioned Piece of Land called *Cranborne Lane Upper Ground*, containing Two Acres Two Roods and Twenty-two Perches or thereabouts, formerly in the Tenure or Occupation of the said *Michael Dove*, but then or late of the said *William Andrews*, his Undertenants or Assigns, together with a Lane or Drove containing Twenty-five Perches, more or less, adjoining the North-east End of the said last-mentioned Close, and taken out of a Field formerly *Christopher Cobb's*, late *William Hooper's*, Copyhold, but then in the Occupation of *Thomas Cole*, as Tenant to the said *Anthony Ashley* Earl of *Shaftesbury*; and also, all that Piece or Parcel of Land called *The Eight Acres*, adjoining the said Three last-mentioned Pieces or Parcels of Land, containing Eight Acres Two Roods and Twenty-eight Perches or thereabouts, formerly in the Tenure or Occupation of *Sarah Butler*, but then of the said Earl or his Undertenants; and also, all that Piece or Parcel of Land called *Blake's Field*, containing Ten Acres Three Roods and Eleven Perches, or thereabouts, next adjoining the said last-mentioned Piece of Land, and formerly in the Tenure or Occupation of *Joseph Osboldstone*, but then of the said Earl or his Undertenants; and also, all that Piece or Parcel of Land called *The Six Acres*, containing Six Acres and Thirteen Perches, or thereabouts, next adjoining the said last-mentioned Piece of Land, and formerly in the Tenure or Occupation of *Nathaniel Ainsworth*, but then of *Thomas Martin*, as Tenant of the said Earl; and also, all that Piece or Parcel of Land called *Cole's Eleven Acres*, containing Ten Acres Three Roods and Twenty Perches, or thereabouts, next adjoining the said last mentioned Piece of Land, and formerly in the Tenure or Occupation of *John Gibbs*, since of *Richard Sheppard*, as Tenant to the said Earl; and also, all that Piece or Parcel of Land called *Cole's Ten Acres*, containing Nine Acres One Rood and Twenty-six Perches, next adjoining the said last mentioned Piece of Land, and formerly in the Tenure or Occupation of the said *John Gibbs*, since of the said *Richard Sheppard*, as Tenant to the said Earl; and also, all that Piece or Parcel of Land called

called *The Twenty Acres*, containing Thirteen Acres Three Roods and Twenty-four Perches, or thereabouts, next adjoining to the Two last-mentioned Pieces of Land, and formerly in the Tenure or Occupation of *Richard Sheppard*, but then in the Occupation of the said *Charles Talbot*, as Tenant to the Earl of *Shaftesbury*; and also, all that Piece or Parcel of Land called *The Three Acres*, containing Three Acres One Rood and Thirty-six Perches, or thereabouts, next adjoining the said last-mentioned Piece of Land, and formerly in the Tenure or Occupation of the said *Nathaniel Ainsworth*, since of the said *Thomas Martin*, as Tenant to the said Earl; and also, all that Piece or Parcel of Land called *Cashbrook Mead*, containing Four Acres One Rood and Thirty-four Perches, or thereabouts, also adjoining the said Piece of Land called *The Twenty Acres*, and formerly in the Tenure or Occupation of the said *John Gibbs*, since of the said *Richard Sheppard*, as Tenant to the said Earl; and also, all that Barn standing and being in the South-west Corner of the said last-mentioned Piece of Land and Farm Yard on the West Side, with their and every of their Appurtenances (and which form the Third Part of the said Second Schedule) to hold the said Closes, Lands, Tenements, Barn, Hereditaments and Premises last-mentioned, with the Appurtenances, unto the said *Charles Talbot*, Rector of *Wimborne Saint Giles* and *Alballows* aforesaid, and to his Successors, Rectors of the said Rectory and Parish Church of *Wimborne Saint Giles* and *Alballows* for the Time being, for ever, in exchange for the Closes, Lands, and Premises thereby before given and granted by the said *Charles Talbot* to the said *Anthony Ashley* Earl of *Shaftesbury*, his Heirs and Assigns, in Manner aforesaid: And whereas such Exchange as aforesaid will be for the mutual Convenience of the said Earl of *Shaftesbury*, the Rector of *Wimborne Saint Giles* and *Alballows* aforesaid for the Time being, and for the Advantage of both their Estates; yet the same cannot be established and rendered effectual without the Aid of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *Charles Talbot* and *Anthony Ashley* Earl of *Shaftesbury*, 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 that the Chancel of the Parish Church of *Wimborne Saint Giles* and *Alballows* (save and except the Pew therein now used by the said Rector) and such Part of the said Close lying on the South Side of the said Churchyard, and formerly belonging to the Rector of the said Parish of *Wimborne Saint Giles*, as hath been laid out for a Passage to and from the said Church, and to and from the Manor House of the said *Anthony Ashley* Earl of *Shaftesbury*; and also, all that one Close of Pasture, containing, by Estimation, Two Acres One Rood and Thirty-two Perches, more or less, belonging to the *Moor*, wherein the Parsonage House, with the Gardens and Orchards belonging to the said Rectory were situated; One Close of Arable, containing Nine Acres and One Rood, more or less, lying near adjoining unto *Fox Barrow* aforesaid; One other Close of Arable, containing Seventeen Acres One Rood and Thirty Perches, lying near adjoining unto *Foredown*; and one Heath Close, containing Five Acres One Rood and Twenty-six Perches, lying near unto *Sudder Common*; which said several Closes of Arable and Pasture were lying within the Parish of *Wimborne Saint Giles* aforesaid, and were Part of and belonging unto the Rectory thereof, and were by the said *John Highmore* the Rector aforesaid, agreed to be given in exchange unto the said

[Loc. &amp; Per.]

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Anthony

Rectorial  
Lands vested  
in a Trustee  
for the Uses  
of the Settlement  
of 10th  
March 1787.

*Anthony Lord Ashley*, and which said Lands and Premises contain in the Whole Thirty-four Acres Two Roods and Eight Perches, and are also comprized and described in the First Part of the First Schedule hereunto annexed; and also, all those Closes, Parts of Closes, and Parcels of Land, Tenements, Hereditaments, and Premises, situate in the said Parish of *Wimborne Saint Giles* and *Alballows* herein-before described, and Part whereof is mentioned to be Part of the Glebe Lands belonging to the said Rectory of *Wimborne Saint Giles* and *Alballows*, and herein-before also mentioned to have been given and granted by the said *Charles Talbot* to the said *Anthony Ashley* Earl of *Shaftesbury*, by the said indenture as aforesaid, containing in the Whole Forty-three Acres One Rood and Thirty-five Perches, or thereabouts; and also, all that Right of Common for One hundred and thirty Sheep, and one Ram, on the aforesaid Down called *The Tenants Down*, by the same Indenture in like Manner agreed to be given to the said *Anthony Ashley* Earl of *Shaftesbury*, in exchange as aforesaid; together with all and singular Walls, Hedges, Ditches, Fences, Ways, Passages, Waters, Watercourses, Woods, Underwoods, Timber Trees, and other Trees, Commons, Common of Pasture, Profits, Emoluments, Advantages, Hereditaments, and Appurtenances whatsoever (the said Rector's Tythes thereout only excepted) to the said Closes, Parts of Closes, Lands, Tenements, Hereditaments, and Premises belonging or in anywise appertaining or accepted, reputed, taken, or known to be Part, Parcel, or Member thereof, or of any Part thereof, and which said last-mentioned Lands and Premises are comprized and described in the Second Part of the said First Schedule, and, together with the Premises comprized in the said First Part of the same Schedule, are of the Annual Value of Sixty-six Pounds Nineteen Shillings, or thereabouts, exclusive of Timber; and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits of the same Premises, shall, from and after the Eleventh Day of *October* One thousand eight hundred and five, be settled upon and vested in *Joseph Hill* of *Saville Row* in the County of *Middlesex*, Esquire, his Heirs and Assigns for ever, freed and discharged, and absolutely acquitted and exonerated of, from, and against all Estate, Right, Title, Interest, Claims, and Demands whatsoever (except Tythes) of the said *Charles Talbot* and his Successors, Rectors of *Wimborne Saint Giles* and *Alballows*, for ever; but nevertheless to the several Uses, upon the several Trusts, and with, under, and subject to the several Powers and Limitations in and by the said herein-before in part recited Settlement of the Tenth Day of *March* One thousand seven hundred and eighty-seven, limited, created, and declared of and concerning the said Closes and Premises, hereby confirmed to the said *Charles Talbot* and his Successors, which have not been revoked.

Selling certain Estates of Lord Shaftesbury in the Rector.

II. And be it further enacted, That all that Messuage, with the Barns, Stable, and other Buildings thereunto belonging, and the Garden and Orchard, and the Close of Pasture thereto adjoining, containing Six Acres One Rood and Sixteen Perches, and all that other Close of Pasture to the said last-mentioned Close adjoining, containing Three Acres Two Roods and Thirty-Two Perches, and formerly given in Exchange by the said *Anthony Lord Ashley* to the said *John Highmore*, and by the said Indenture of the Twenty-fifth Day of *January* One thousand eight hundred and five, agreed to be retained by the said *Charles Talbot*, Rector of *Wimborne Saint Giles* and *Alballows* as aforesaid, and which said Messuage,

Lands, and Premises, are comprized and described in the First Part of the Second Schedule hereunto annexed; and also, all that Close of Land so as aforesaid granted and confirmed by the said *Anthony* late Earl of *Shaftesbury*, now in Two Closes, and containing Six Acres or thereabouts, and comprized in the Second Part of the said Second Schedule; and also, all those Twelve several Closes, or Pieces or Parcels of Land, Tenements, Hereditaments, and Premises, situate in the Parish of *Wimborne Saint Giles* and *Alballores* aforesaid, or in the Precincts or Territories thereof, containing in the Whole Seventy-seven Acres Three Roods and Thirty-eight Perches, or thereabouts, including the Lane or Drove aforesaid, and which are in and by the said recited Indenture of the Twenty-fifth Day of *January* One thousand eight hundred and five, and herein-before described and mentioned to have been given and granted by the said *Anthony* Earl of *Shaftesbury* in exchange as aforesaid, and which same last-mentioned Lands are also comprized and described in the Third Part of the said Second Schedule together with all and singular Walls, Hedges, Ditches, Fences, Ways, Passages, Waters, Watercourses, Woods, Underwoods, Timber Trees and other Trees, Commons, Common of Pasture, Profits, Emoluments, Advantages, Hereditaments, and Appurtenances whatsoever, to the said Messuage, Closes, Lands, Tenements, Hereditaments, and Premises, belonging or in any wise appertaining, or accepted, reputed, taken, or known to be Part, Parcel, or Member thereof, or of any Part thereof, and which, exclusive of the said Messuage and Buildings, with the Appurtenances, and also of the said Close of Land so as aforesaid granted and confirmed by the said *Anthony* late Earl of *Shaftesbury* are of the annual Value of Seventy-one Pounds Sixteen Shillings and Three-pence, or thereabouts, exclusive of Timber; and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits of the same Premises, shall, from and after the Eleventh Day of *October* One thousand eight hundred and five, be vested in and settled upon, and the same are hereby from henceforth vested in and settled upon and to the Use of the said *Charles Talbot* and his Successors, Rectors of the said Parish Church of *Wimborne Saint Giles* and *Alballores* aforesaid, for ever, in lieu of and in exchange for the said several Closes or Parts of Closes, and Pieces or Parcels of Glebe Lands, and other Lands, Tenements, Hereditaments, and Premises, with the Appurtenances, vested in the said *Joseph Hill*, his Heirs and Assigns, as aforesaid, freed and discharged of and from all Restraint from ploughing, and all Obligation of planting, and all other Restraint and Obligation by the said Indenture of the Thirtieth Day of *October* One thousand six hundred and sixty-six, imposed or enjoined as aforesaid, and discharged of the said Yearly Rent of Twenty Shillings, by the said Indenture of the Twenty-fifth Day of *May* One thousand seven hundred and forty-five, reserved in Manner aforesaid; and also freed, discharged, and exempted of, from, and against all and every the Uses, Trusts, Estates, Powers, and Limitations, in the said herein-before in part recited Settlement of the Tenth Day of *March* One thousand seven hundred and eighty-seven, limited, created, provided, declared, and contained of and concerning the same; any Thing in the Statutes of Mortmain, or any other Law or Statute to the contrary thereof in anywise notwithstanding.

III. Provided always nevertheless, and be it further enacted by the Authority aforesaid, That if it shall happen that the Hereditaments and Premises In case of the lawful Devic-tion of either

Party, Ex-  
change to be  
void.

Premises respectively hereby vested and settled in exchange as aforesaid, or any of them, or any Part thereof, shall at any Time or Times hereafter be lawfully evicted or taken away out of the Possession of the Person or Persons, his, her, or their respective Successors Heirs, or Assigns in or upon whom or to whose Use the same Hereditaments and Premises are hereby respectively settled and limited, by any Right or Title precedent to the said Twenty-fifth Day of *January* One thousand eight hundred and five, so as the Exchange hereby intended to be confirmed cannot continue, that then and from thenceforth the said Exchange hereby or intended to be hereby made and confirmed as aforesaid, shall be void and of no Effect; and then and from thenceforth it shall and may be lawful to and for all and every the Person and Persons, and his, her, or their Successors, Heirs, and Assigns, out of whose Possession the Hereditaments and Premises respectively hereby intended to be exchanged as aforesaid, shall be lawfully evicted or taken away from and immediately after such Ejection, Eviction, or taking away, of the Possession of the said Premises as aforesaid, to enter into and upon his, her, or their former Hereditaments and Premises, so hereby respectively settled and vested in Exchange as aforesaid, and to have, hold, receive, and enjoy the same again, as in his, her, and their first and former Estate; any Thing in this Act contained to the contrary thereof in anywise notwithstanding.

General  
Saving of  
Rights.

IV. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person and Persons, Bodies Corporate and Politick, their respective Heirs, Successors, Executors, and Administrators, (other than and except the said *Anthony Ashley* Earl of *Shaftesbury*, and all other Persons claiming the said Closes and Hereditaments, by virtue of or under the said recited Indenture of the Tenth Day of *March* One thousand seven hundred and eighty-seven, and *Charles Talbot*, and their respective Successors, Heirs, Executors, and Administrators,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, and out of the said Messuage, Barn, Stables, Orchards, Garden, and the several and respective Closes, Lands, Tenements, Pieces or Parcels of Ground, Hereditaments, and Premises, so hereby settled, vested, and exchanged respectively as aforesaid, as they or any of them had before the passing of this Act, or could or might have had, held, enjoyed, or been entitled to, in case this Act had not been made.

A printed  
Copy of this  
Act may be  
allowed Evi-  
dence.

V. And be it further enacted, That this Act shall be printed by the Printer to the King's most Excellent Majesty, and a Copy thereof, so printed, shall be admitted as Evidence thereof by all Judges, Justices, and others.



## THE FIRST SCHEDULE.

THE FIRST PART of the FIRST SCHEDULE; comprising the Premises given in Exchange by the Reverend John Highmore to Lord Ashley, in One thousand six hundred and sixty-six, and intended to remain vested in the Earl of Shaftesbury:

	A.	R.	P.	Value per Ann.
The Chancel of the Parish Church of Wimborne Saint Giles				
and Aihallows.				
A Passage or Way through a Close lying on the South Side of the Churchyard to the said Church, from the Manor House of the Earl of Shaftesbury.				
One Close of Pasture, formerly belonging to the Moor, where- in the Parsonage House, with the Gardens and Orchards, were situate	2	1	32	
One Close, formerly Arable, lying near adjoining unto Fox Barrow	9	1	0	
One other Close, formerly Arable, lying near adjoining unto Foredown	17	1	30	
One Heath Close, lying near unto Sudden Common	5	1	26	
	34	2	8	£.25 16 6

THE SECOND PART of the FIRST SCHEDULE; comprising the Lands now given in Exchange by the said Charles Talbot to the Earl of Shaftesbury:

Part of a Piece of Land called The Home Close	1	1	25	
Part of a Piece of Land called Parsonage Little Ground	1	0	30	
A Piece of Land next the Lane leading to Edmondsham, called New Lane, being Part of a Piece of Land called Cranborne Lane Ground, containing Six Acres Two Roods and Nine-teen Perches	2	0	0	
A Piece of Land called The Hither Nine Acres	10	1	19	
A Piece of Land adjoining the last-mentioned Piece, called The Further Nine Acres	9	3	20	
A Piece of Land called The Six Acres, adjoining the Down called The Tenants Down	5	3	19	
A Piece of Land called The Five Acres, adjoining the last-mentioned Piece	4	3	25	
A Piece of Land called The Eight Acres, adjoining the last-mentioned Piece	7	3	17	
	43	1	35	41 2 6
Total of First Part of the First Schedule	34	2	8	25 16 6
	78	0	3	£.66 19 0
Right of Common for One hundred and thirty Sheep and One Ram, on the Down called The Tenants Down.				

D. Park.

[Lac. &amp; Per.]

24 J

## THE SECOND SCHEDULE.

THE FIRST PART of the SECOND SCHEDULE; comprising such of the Premises given in Exchange by Anthony Lord Ashley to the said John Highmore, as are intended to be retained by the Rector of Wimborne Saint Giles and Alhallows:

	A.	R.	P.	Value per Ann.
A Messuage, wherein the Rector now dwells, with a Barn and Stable, Garden and Orchard, and a Close of Land thereunto adjoining, containing in the Whole	-	6	1	16
A Close of Pasture adjoining the last-mentioned Close	-	3	2	32
	10	0	8	£. 9 3 9

THE SECOND PART of the SECOND SCHEDULE; comprising the Premises granted by Anthony late Earl of Shaftesbury to the Reverend Thomas Hooper, the former Rector:

A Close of Land, now in Two Pieces, near the present Parsonage House, bounded on the South Side of the Highway leading from Saint Giles Parsonage to Cranborne, to be held by the said Rector, and his Successors, together with the Timber and other Trees thereon, discharged of the Yearly Rent of Twenty Shillings, reserved by the said Anthony late Earl of Shaftesbury	-	6	0	0	1	0	0
		6	0	0	£. 1	0	0

THE THIRD PART of the SECOND SCHEDULE; comprising the Lands given by the said Anthony now Earl of Shaftesbury to the Rector of Wimborne Saint Giles and Alhallows:

A Piece of Land called Long Ground	-	1	3	21
Another Piece adjoining thereto	-	0	1	8
A Piece of Land called Cranborne Lane Lower Ground	-	2	3	14
Carried over	-	5	0	3

A Piece

	A.	R.	P.	Value per Ann.
Brought forward	5	0	3	
A Piece of Land called Cranborne Lane Ground	2	1	36	
A Piece of Land called Cranborne Lane Upper Ground	2	2	22	
A Lane or Drove adjoining the North-East End of the last-mentioned Close	0	0	25	
A Piece of Land called The Eight Acres	8	2	28	
A Piece of Land called Blake's Field	10	3	11	
A Piece of Land called The Six Acres	6	0	13	
A Piece of Land called The Eleven Acres	10	3	20	
A Piece of Land called Cole's Ten Acres	9	1	26	
A Piece of Land called The Twenty Acres	13	3	24	
A Piece of Land called The Three Acres	3	1	36	
A Piece of Land called Cachbrooke Mead	4	1	34	
A Barn standing in the South-West Corner of the said last-mentioned Piece of Land; also a Farm Yard on the West Side				
	77	3	38	£.62 12 6
Total of the First Part of the Second Schedule	10	0	8	9 3 9
Ditto of the Second Part of the Second Schedule	6	0	0	1 0 0
Total of the Second Schedule	94	0	6	£.72 16 3

*D. Park.*