



ANNO QUADRAGESIMO QUINTO

GEORGI II III. REGIS.

Cap. 87.

An Act for effectuating an Exchange between *Edmund Waller* and *James Lu Pré*, Esquires; and also an Exchange between the said *Edmund Waller* and the Trustees of his settled Estate; and also for vesting Part of the settled Estate of the said *Edmund Waller* in Trustees to be sold; and for laying out the clear Surplus of the Purchase Monies, under the Direction of the Court of Chancery, in other Estates, to be settled in lieu thereof, and to the same Uses; and for other Purposes.

[27th June 1805.]

WHEREAS *Edmond Waller*, late of *Hall Barn*, in the Parish of *Beaconsfield*, in the County of *Buckingham* Esquire, deceased, did, in and by his last Will and Testament, in Writing duly executed and attested, bearing Date the twelfth Day of *June* One thousand seven hundred and sixty, (among other Things) give and devise all and every his Manors, Messuages, Lands, Tenements, and Hereditaments, and all his Annuities or Rent Charges issuing out of any Lands or Tenements situate, lying, and being in the Counties of *Buckingham*

Recital of
Mr. Waller's
Will.

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ingham and Gloucester, or elsewhere in the Kingdom of England, whereof or wherein he or any Person or Persons in Trust for him had any Estate or Interest in Fee Simple, in Possession, Reversion, Remainder or Expectancy, and not therein before given, devised, or disposed of, charged and chargeable nevertheless with the Annuity during the Life of his Son Robert Waller, as therein mentioned, unto William Aislaby, Richard Lockwood, and his the Testator's Brother, Harry Waller (all now deceased) and their Heirs, upon Trust, in the first Place that they the said William Aislaby, Richard Lockwood, and Harry Waller (now deceased) and the Survivors or Survivor of them, his or their Heirs, should, by Mortgage and Sale of such Part of his Manors, Lands, Tenements, and Hereditaments, in the Counties of Buckingham and Gloucester, or elsewhere in the Kingdom of England, so devised to them as aforesaid, as they should think fit, raise such Sum and Sums of Money as might be wanting to pay and discharge the several Debts which should be due and owing from him by Mortgage or otherwise, at the Time of his Decease, and also his Legacies and Funeral Expences; and from and after Payment of his just Debts, Legacies, and Funeral Expences, and subject to the Payment of the said Annuity as aforesaid, then in Trust that his said Manors, Lands, Tenements, and Hereditaments, as were therein before mentioned to be devised unto the said William Aislaby, Richard Lockwood, and Harry Waller (now deceased), or so much or such Parts thereof as remained unsold and undisposed of, should be to the Use of the same William Aislaby, Richard Lockwood, and Harry Waller (now deceased), their Executors, Administrators, and Assigns, for and during the Term of Five hundred Years, to be commenced and computed from the Time of his Death without Impeachment of Waste, upon Trusts after declared in favour of his the said Testator's Wife, (which Trust never took Effect, the said Testator's said Wife having died in his lifetime); with Remainder to the Use of his the Testator's Son, Edmund Waller for his Life, without Impeachment of Waste; with Remainder to the Use of the said Trustees, and their Heirs, during the Life of his said Son, Edmund Waller, in Trust to preserve contingent Remainders; with Remainder to the Use of his Grandson, Edmund Waller, for his Life, without Impeachment of Waste; with Remainder to the Use of the same Trustees, and their Heirs, during the Life of his said Grandson, Edmund Waller, in Trust to support contingent Remainders; with Remainder to the Use of the First and every other Son of the Body of his said Grandson, Edmund Waller, successively in Tail Male; with Remainder to the Use of his the Testator's Grandson, Harry Waller, for his Life, without Impeachment of Waste; with Remainder to the Use of the said Trustees, and their Heirs, during the Life of his said Grandson Harry Waller, in Trust to support contingent Remainders; with Remainder to the Use of the First and every other Son of the Body of his the said Testator's Grandson, Harry Waller, successively in Tail Male; with Remainder to the Use of the Third, Fourth, Fifth, and all and every other the Son and Sons of the Body of his the said Testator's said Son, Edmund Waller, successively in Tail Male; with Remainder to the Use of his the said Testator's Son, Stephen Waller, for his Life, without Impeachment of Waste; with Remainder to the Use of the same Trustees, and their Heirs, during the Life of his said Son, Stephen Waller, in Trust to support contingent Remainders; with Remainder to the Use of the First and every other Son of the Body of the said Stephen Waller, successively in Tail Male; with Remainder to the

the Use of his the Testator's Son, *Robert Waller*, for his Life, without Impeachment of Waste; Remainder to the Use of the said Trustees, and their Heirs, during the Life of his said Son, *Robert Waller*, in Trust to support contingent Remainders; with Remainder to the Use of the first and every other Son of the Body of the said *Robert Waller*, successively in Tail Male; with Remainder to the Use of the Fourth, Fifth, and all and every other the Son and Sons, of his the Testator's own Body, successively in Tail Male; with Remainder to the Use of a posthumous Son or Sons of the said Testator, successively in Tail Male in strict Settlement; with Remainder as to all and singular his said Manors, Messuages, Lands, Tenements, and Hereditaments, in the County of *Buckingham*, to the Use of his said Brother, *Harry Waller*, and his Heirs; and as to all and singular his said Manors, Messuages, Lands, Tenements and Hereditaments, in the County of *Gloucester*, to the Use of his the Testator's own right Heirs for ever; and in the said Will Powers of jointuring and of charging with younger Children's Portions, and of Leasing, are given to the said Testator's Grandsons, *Edmund Waller*, and *Harry Waller*, and to his Sons, *Stephen Waller*, and *Robert Waller*, when in Possession: Provided nevertheless, and notwithstanding any Thing therein-before contained, his the Testator's Wish and Desire was, that the said *William Aislaby*, *Richard Lockwood*, and *Harry Waller*, his said Trustees and their Heirs, or the Survivor of them, and his Heirs, should, as soon as conveniently might be, mortgage or sell and dispose of, for the most Money they could get for the same, all or any Part of his Lands, Tenements, Woods, and Hereditaments, situate or being in the Parishes of *Hugendon* and *Missenden*, in the County of *Buckingham*, as they should think fit, and should lay out and apply the Money arising thereby, or so much thereof as should be necessary for that Purpose, in the Payment of his Debts, Funeral Expences, and Legacies, and should lay out and apply the Residue thereof in the Purchase of Lands, Tenements, and Hereditaments, which should be situate in or adjoining or near unto *Beaconsfield*, in the said County of *Buckingham*, as they should think fit and convenient, which Lands, Tenements, and Hereditaments, so to be purchased, his Will and Desire was should be settled or invested in his said Trustees and their Heirs, or the Survivor of them and his Heirs, and that they and their Heirs should stand and be seised thereof upon the like Trust, and to and for the same Uses, Intents, and Purposes as are therein-before limited, of and concerning his said Lands, Tenements, and Hereditaments in the said Counties of *Buckingham* and *Gloucester*; and the said Testator appointed the said *William Aislaby*, *Richard Lockwood*, and his the Testator's said Brother, *Harry Waller*, Executors of his said Will: And whereas the said Testator duly made and published a Codicil to his said Will, which Codicil bears Date the Eighth Day of *July* One thousand seven hundred and sixty-two, and after reciving that he the said Testator had purchased several Lands and Premises since the making of his last Will and Testament, he the said Testator did by his said Codicil invest the same in his Trustees to his said last Will and Testament, for the said Uses as all his other Estates, Lands, and Tenements, in the Counties of *Buckingham* and *Gloucester*, were vested in them: And whereas the said Testator duly made and published a Second Codicil to his said Will, which Second Codicil bears Date the Fourth Day of *January* One thousand seven hundred and sixty five, and he the said Testator by that Codicil bequeathed to his Daughter *Jenny Waller* (since deceased)

deceased) an Annuity for her Life of One hundred Pounds, to be paid, clear of all Taxes and Deductions, out of his Estate in the Parish of *Beaconsfield*, in the County of *Buckingham*; and after reciting in the said Second Codicil, that in his Will mention was made of the Sale of his Lands and Woods in the Parishes of *Hugendon* and *Missenden*, in the County of *Buckingham*, and that the Money arising therefrom be laid out in Purchases situate in or adjoining or near to *Beaconsfield*, in the County of *Buckingham*, and also reciting that he had since bought the Lands he had chiefly then intended, it is by the said Second Codicil mentioned to be his the said Testator's Will and Intention that the same be applied to such Purchases or to Purchases of Lands near *Farmington*, in *Gloucestershire*: And whereas the said *Harry Waller*, one of the said Trustees, died in the Lifetime of the said Testator, *Edmond Waller*: And whereas the said *Edmond Waller*, the Testator, died in the Year One thousand seven hundred and seventy-one, without revoking or altering his said Will, as to the Devises aforesaid, other than by his said Codicils; and soon after his Death his said Will and Codicils were proved by the said *William Aislaby* and *Richard Lockwood*, the surviving Executors, in the Prerogative Court of *Canterbury*, and they the same Executors took upon themselves the Burthen of the Execution thereof: And whereas the said *William Aislaby* some Time afterwards died, whereby the Trusts of the said Will and Codicils wholly became vested in the said *Richard Lockwood* by Survivorship; and the said *Richard Lockwood* died in the Year One thousand seven hundred and ninety-seven, having, as it is alledged, first duly made and published his last Will and Testament in Writing, dated the First Day of *February* One thousand seven hundred and eighty-five, whereby he gave and bequeathed to his dear Nephew, *William Lockwood*, Son of his Brother *William*, and his Issue Male, all his Freehold and Copyhold Estates; and if he died without Issue Male, he the same Testator gave all his said Estate to his the said *William Lockwood* the Son's Brother *Richard Lockwood*, and his Issue Male; if he should die without Issue Male, the Testator then gave all his said Estates to his Brother *Thomas*, and his Issue Male; if he should leave no Issue Male, then the Testator's Will and Desire was to give all his said Estates to the Male Heir of his late Father then surviving: And whereas the said Testator, *Richard Lockwood*, left at his Death *Matilda*, the Wife of *Henry Calverly Cotton* of *Woodcot House*, near *Nettlebed*, in the County of *Oxford*, Esquire, his Niece and Heiress at Law, she the said *Matilda* being the only Child and Heiress at Law of *John Lockwood*, late of *Dewes Hall*, in the Parish of *Lambourne* in the County of *Essex*, Esquire, who was the next Brother of the said *Richard Lockwood*, and died in his Lifetime, so that the legal Estate in Fee Simple of and in the aforesaid devised Estates is either descended upon and vested in the said *Matilda Cotton*, as the Heiress at Law of the said *Richard Lockwood*, and her Heirs, or is vested in the said *William Lockwood* the Nephew in Tail Male under the said Will of the said *Richard Lockwood*: And whereas the aforesaid *Edmond Waller*, the eldest Son and Heir at Law of the said Testator *Edmond Waller*, entered into and took Possession of all the said Testator's Real Estates, so devised by the said Will as aforesaid, and received the Rents, Issues, and Profits thereof until the Time of his Decease, which happened in the Year One thousand seven hundred and eighty-eight, whereupon the said *Edmund Waller* the Grandson of the said Testator, entered into, and he is now in the Possession and Receipt of the Rents and Profits of the same Estates: And whereas the said

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Edmund Waller the Grandson hath no Issue, and the said *Harry Waller* the Grandson hath Issue Male, One Son only, an Infant under the Age of Two Years, and the said *Robert Waller* hath no Issue: And whereas the said *Stephen Waller*, named in the said Will of the said Testator *Edmond Waller*, died in the Lifetime of the same Testator, leaving Issue One only Son, named *Stephen*, who died an Infant and a Bachelor: And whereas there is Reason to believe that the Debts, Legacies, and Funeral Expences of the said Testator, *Edmond Waller*, were soon after his Decease all paid and satisfied by his said surviving Trustees and Executors, out of his Personal Estate, not specifically bequeathed as he the said Testator directed by his Will, so that it hath not been necessary to sell, and accordingly, although the Trustees of the same Will have sold Part of the settled Estate, they have not sold any Part of the aforesaid Estate, in the Parishes of *Hugendon* and *Missenden*, mentioned in the said Will, for the Purpose of paying such Debts, Legacies, and Funeral Expences: And whereas Part of the said devised Estates consists of several Closes or Pieces of Land and Waste Ground, situate in the several Parishes of *Beaconsfield* and *Chalfont Saint Peter*, in the said County of *Buckingham*, and lying near or contiguous to the Mansion House and Park of *James Du Pré* Esquire, and is not so conveniently situated with respect to the Mansion House and Park at *Hall Barn*, being Part of the said devised Estates, and the Residence of the said *Edmund Waller* the Grandson, as the Land which it is proposed to take in Exchange for the same, and which said Closes or Pieces of Land and Waste Ground, are together with the rest of the said devised Estates charged and chargeable with the Payment of Three several Annuities, One whereof of Three hundred Pounds, and the remaining Two of One hundred Pounds each, granted by the said *Edmund Waller* for his Life unto the said *Harry Waller* the Grandson, and which said Three several Annuities are now vested by Assignment in *Andrew Lovering Sarel*, of *Surrey Street* in the Parish of *Saint Clement Danes*, in the County of *Middlesex*, Gentleman, as Trustee for *Alexander Burdon*, of *Measham Hall*, in the County of *Derby*, Esquire, in order to secure the Payment of an Annuity of Two hundred Pounds granted by the said *Harry Waller* for his Life to the said *Alexander Burdon*: and the said *James Du Pré* is seized in Fee Simple of several Closes or Pieces of Land, situate also in the said Parish of *Beaconsfield*, and lying intermixed with and near adjoining to the said Mansion House and Park, and other Part of the said settled Estates of the said *Edmund Waller* the Grandson: And whereas other Part of the said Estates, subject to the Uses and Trusts of the said Will and Codicils, consists of a Messuage, certain Lands and Hereditaments, situate in the Parish of *Cold Aston* otherwise *Aston Blank* in the County of *Gloucester*, which lie at an inconvenient Distance from the other Part of the said devised Estates in that County, and Sixty Miles distant from the said settled Estate in the County of *Buckingham*, and which said Messuage, Lands, and Hereditaments, were with other Hereditaments allotted to the said *Edmund Waller* the Grandson, by the Award made by *John Chamberlain*, *John Craddock*, and *Richard Richardson*, therein expressed to be the Commissioners of an Act for dividing and inclosing the Open Common Fields, Meadows, Pastures, and Downs, and all the Commonable and Waste Lands within the Manor and Parish of *Cold Aston* otherwise *Aston Blank* in the County of *Gloucester*, for and in lieu of the Improper or Redemial Tythes of *Cold Aston* otherwise *Aston Blank*, Part of the said

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devised Estates, and which said Messuage, Lands, and Hereditaments, are subject to a Mortgage made by the said *Edmund Waller* the Grandson, with the Approbation of the Commissioners of the said Inclosure Act, and by virtue thereof to *John Bryan*, for securing the Sum of Four hundred Pounds and Interest, which was raised for the Purpose of defraying the Proportion of the said *Edmund Waller*, of the Expences incident to and attending the obtaining of the said Act, and for inclosing and fencing the aforesaid Allotment, and which Mortgage is now vested by Assignment in *John Rowsham* of *Longborough* in the County of *Gloucester*, Yeoman; and the Estate and Interest of the said *Edmund Waller* the Grandson, in the same Mortgaged Premises, are further charged with the Payment of a further Sum of Four hundred Pounds and Interest, unto the said *John Rowsham*, and which said Messuage, Lands, and Hereditaments, are, together with the said other devised Estates, charged with the Payment of the Three several Annuities before-mentioned; and the said *Edmund Waller* the Grandson is seised in Fee Simple of a certain Freehold Estate, consisting of a Messuage or Tenement, Outbuildings, Lands, Woods, and other Hereditaments, situate in the Parishes of *Beaconsfield* and *Burnham*, in the County of *Buckingham*, which lie contiguous to and intermixed with Part of the said settled Estates of the said *Edmund Waller* the Grandson: And whereas as well for rendering more compact the said settled Estates of the said *Edmund Waller* the Grandson, and for benefiting the Person or Persons who may hereafter be entitled in Remainder to the said Estates, as for rendering more compact and benefiting the Estate of the said *James Du Pré*, they the said *Edmund Waller* the Grandson, and *James Du Pré*, are desirous of exchanging the said Parts of the said settled Estates, situate in the several Parishes of *Beaconsfield* and *Chalfont Saint Peter*, in the said County of *Buckingham*, for the said Parts of the said Freehold Estate of the said *James Du Pré*, situate in the said Parish of *Beaconsfield*; and the said *Edmund Waller* the Grandson is also desirous to exchange so much of the said Parts of the settled Estate situate at *Cold Aston* otherwise *Aston Blank* in the County of *Gloucester*, as is equal in Value for the said Fee Simple Estate of him the said *Edmund Waller* the Grandson, situate in the said Parishes of *Beaconsfield* and *Burnham*, in the said County of *Buckingham*; and the said *Edmund Waller* the Grandson is also desirous that the Residue of the said settled Estate at *Cold Aston* otherwise *Aston Blank* aforesaid, in the County of *Gloucester*, devised by the said Will of the said *Edmund Waller*, or subjected to the Uses and Trusts thereof, and not proposed to be exchanged as aforesaid, may be vested in Trustees to be sold, and that a sufficient Part of the Purchase Money may be applied in Discharge of the Principal of the said Sum of Four hundred Pounds, so secured by Mortgage on the said settled Estate at *Cold Aston* otherwise *Aston Blank*, and that a sufficient Part of the Surplus of the said Purchase Money may be applied in purchasing or redeeming the Land Tax of the said settled Estates in the Counties of *Buckingham* and *Gloucester*, not intended to be exchanged or sold, and that the ultimate Surplus of the said Purchase Money may be laid out under the Direction of the Court of Chancery, in the Purchase of some other Estate more contiguous to the Bulk of the said settled Estate in the Counties of *Buckingham* or *Gloucester*, or either of them, and to be settled to the same Uses; and inasmuch as Inconvenience may arise from the Trusts of the said recited Will being vested by the Means aforesaid in a married Woman, or being vested in a Devisee in Tail, the said *Edmund Waller* is desirous that

other

other Trustees may be appointed to act in the Trusts aforesaid in the Room of the aforesaid *Matilda*, the Wife of the aforesaid *Henry Calverly Cotton*, or in the Room of the aforesaid *William Lockwood* the Nephew; but inasmuch as by reason of the Limitations contained in the said Will and Codicils of the said *Edmond Waller* deceased, the said Intentions cannot be effected without the Aid and Authority of Parliament; therefore Your Majesty's most dutiful and loyal Subjects the said *Edmund Waller*, the said *Harry Waller* on Behalf of himself and his infant Son, and the said *Robert Waller* and *James Du Pré*, 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, from and immediately after the passing of this Act, all and singular the Clofes, Pieces, or Parcels of Land and Wood, situate, lying, and being in the Parishes of *Beaconsfield* and *Chalfont Saint Peter*, in the said County of *Buckingham*, containing in the Whole, by a late Admeasurement, One hundred and twenty-five Acres and Three Roods or thereabouts, which Premises are particularly described in the First Schedule to this Act, and are, deducting the Land Tax, of the yearly Value of One hundred and six Pounds Seven Shillings and Sixpence, or thereabouts, Part whereof was let to *John Dean* before *Michaelmas* last, at the clear yearly Rent of Ninety-six Pounds Four Shillings and Three-pence, or thereabouts, which with the Part in Hand, being worth to be let at the clear yearly Rent of Eighteen Pounds Two Shillings and Seven-pence, or thereabouts, make together the yearly Sum of One hundred and fourteen Pounds Six Shillings and Ten-pence, or thereabouts, together with all and every the Rights, Members, Easements, and Appurtenances thereto belonging, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits of all and singular the same Premises, shall be veiled in and settled upon, and the same are hereby veiled in and settled upon the said *James Du Pré*, his Heirs and Assigns, to the Use and behoof of him the said *James Du Pré*, and his Heirs and Assigns, for ever freed and discharged, and absolutely acquitted, exempted, and exonerated, of, from, and against all and every the Use or Uses, Trusts, Estates, Limitations, Powers, Provisoos, and Declarations in and by the said recited Will and Codicils of the said *Edmond Waller* the Grandfather, deceased, or any of them, limited, expressed, and declared of and concerning the same, and also freed and discharged of and from the aforesaid Three Annuities granted by the said *Edmond Waller* for his Life, and all Powers and Remedies for securing the same, in lieu of and in exchange for the Clofes, Pieces, or Parcels of Land and Hereditaments of the said *James Du Pré* herein-after particularly described.

Estates in Beaconsfield veiled in Mr. Du Pré.

II. And be it further enacted, That, from and immediately after the passing of this Act, all and singular the Clofes, Pieces, or Parcels of Meadow Land and Hereditaments lying and being in the said Parish of *Beaconsfield* in the said County of *Buckingham*, containing in the Whole, by a late Admeasurement, Fifty-four Acres One Rood and Thirty-two Perches, and which Premises are particularly described in the Second Schedule to this Act, and are of the yearly Value of One hundred and thirteen Pounds Thirteen Shillings and Eight-pence Halfpenny, and are let to Tenants at clear yearly Rents, amounting to the yearly Sum of One hundred and fourteen Pounds Nine Shillings and Eight-pence, together with

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Other Estates at Beaconsfield veiled in Trustees for the Uses of Mr. Waller's Will.

all and every the Rights, Members, Easements, and Appurtenances there-
to belonging, and the Reversion and Reversions, Remainder and Re-
mainders, Rents, Issues, and Profits of all and singular the same Premises
shall be and stand settled and assured, and remain and continue, and
the same are hereby settled and assured, and declared to remain and
continue freed and discharged of and from all the Estate, Right, Title,
Interest, Claim, and Demand of him the said *James Du Pré* and his Heirs;
but nevertheless to the use of *William Lockwood Maydwell* of *Kingsthorpe*
in the County of *Northampton*, Clerk, and *Richard Lockwood* of *Lowes-
stoff*, in the County of *Suffolk*, Clerk, and their Heirs and Assigns for
ever, upon and for and under and subject to such and so many of the
Trusts, Ends, Intents, and Purposes, Powers, Provisions, Limitations, and
Declarations in and by the said recited Will and Codicils of the said *Ed-
mond Waller*, deceased, limited, expressed, and declared of and concern-
ing the said Closes, Pieces, or Parcels of Land, Wood, and other He-
reditaments hereby vested in the said *James Du Pré*, his Heirs and As-
signs as aforesaid, as are now in being, undetermined, and capable of
taking effect, in lieu of and in exchange for the Closes, Pieces or Parcels
of Land, Wood, and other Hereditaments, heretofore Part of the said
settled Estate.

Estate at Cold
Aston vested
in Edmund
Waller, the
Grandson of
the Testator.

III. And be it further enacted, That, from and immediately after the
passing of this Act, all that Messuage, Outbuildings, Homestead, and all
those Pieces or Parcels of Land and Hereditaments, containing, by a late
Admeasurement, One hundred and six Acres and Thirty-three Perches,
and which are situate, lying, and being in the Parish of *Cold Aston* other-
wise *Aston Blank*, in the County of *Gloucester*, which Premises are par-
ticularly described in the Third Schedule to this Act, and are of the
yearly Value of One hundred and fifteen Pounds and seventeen Shillings
or thereabouts, and are let to Tenants at several clear yearly Rents, amount-
ing to the Sum of One hundred and eleven Pounds Seventeen Shillings
and Four-pence, together with all and every the Rights, Members, Eas-
ements, and Appurtenances thereunto belonging, and the Reversion and
Reversions, Remainder and Remainders, Rents, Issues, and Profits of all
and singular the same Premises, but subject and without prejudice to
the aforesaid Mortgage and further Charge for the Sums of Four hundred
Pounds, and Four hundred Pounds and Interest shall be vested in and
settled upon, and the same are hereby vested in and settled upon the said
Edmund Waller the Grandson, and his Heirs and Assigns, to the Use
and Behoof of him the said *Edmund Waller* the Grandson, and his
Heirs and Assigns, for ever freed and discharged, and absolutely acquit-
ted, exempted, and exonerated, of, from, and against all and every the
Uses, Trusts, Estates, Limitations, Powers, Provisions, and Declarations
in and by the said recited Will and Codicils of the said *Edmond Waller*
deceased, or any of them, limited, expressed, and declared, of and concern-
ing the same, and also freed and discharged of and from the afore-
said Three Annuities granted by the said *Edmund Waller* the Grandson
for his Life, and all Powers and Remedies for securing the same, in
lieu of and in exchange for the Closes, Pieces, or Parcels of Land and
Hereditaments of the said *Edmund Waller* the Grandson, herein-after
particularly described, being Part of his unsettled Estates.

IV. And

IV. And be it further enacted, That, from and immediately after the passing of this Act, all that Messuage or Farm House, and all those Pieces or Parcels of Arable, Meadow, and Wood Land or Grounds and Hereditaments, situate, lying, and being in the Parishes of *Beaconsfield* and *Burnham*, in the said County of *Buckingham*, containing in the Whole, by Admeasurement, One hundred and eighty-one Acres Three Roods and Seventeen Perches, or thereabouts, which Premises are particularly described in the Fourth Schedule to this Act, and are of the yearly Value of One hundred and seventeen Pounds Two Shillings, or thereabouts, and such Parts thereof as are not in Hand are let at the clear yearly Rent of Seventy-eight Pounds and Ten Shillings, which, with the Part in Hand, being worth to be let the clear yearly Rent of Fourteen Pounds and Three Shillings, make together the Sum of Ninety-two Pounds and Thirteen Shillings, together with all and every the Rights, Members, Elements, and Appurtenances thereto belonging, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits of all and singular the same Premises, shall be and stand settled and assured, and shall remain and continue, and the same are hereby settled and assured, and declared to remain and continue freed and discharged of and from all the Estate, Right, Title, Interest, Claim, and Demand of him the said *Edmund Waller* the Grandson, and his Heirs, but nevertheless to the Use of the aforesaid *William Lockwood Maydwell*, and *Richard Lockwood*, and their Heirs and Assigns for ever, upon and for and under and subject to such and so many of the Trusts, Ends, Intents and Purposes, Powers, Provisoos, Limitations, and Declarations, in and by the said recited Will and Codicils of the said *Edmond Waller*, deceased, limited, expressed, and declared of and concerning the said Messuage, Outbuilding, Homestead, Closes, Pieces or Parcels of Land or Ground, and other Hereditaments hereby vested in the said *Edmund Waller* the Grandson, and his Heirs and Assigns as aforesaid, as are now in being undetermined and capable of taking effect, in lieu of and exchange for the same last-mentioned Messuage, Outbuildings, Homestead, Closes, Pieces or Parcels of Land or Ground, and other Hereditaments.

Estates at
Beaconsfield
vested in Trus-
tees to the Use
of Mr. Waller's
Will.

V. And be it further enacted, That if any of the said Messuages, Lands, and Hereditaments respectively herein-before vested and settled as aforesaid, or any Part or Parts thereof respectively, shall at any Time or Times hereafter be lawfully evicted or taken away out of the Possession of the Person or Persons, his or their respective Heirs or Assigns, in or upon whom or to whose Use the same Premises are by this Act respectively vested, settled, and limited by any Right or Title precedent to the passing of this Act, then and from thenceforth it shall and may be lawful to and for all and every the Person and Persons, and his or their Heirs or Assigns, out of whose Possession such Premises shall be so lawfully evicted and taken away, from and immediately after such eviction or taking away of the Possession of the said Premises respectively, or any Part thereof as aforesaid to enter into the several Messuages or Tenements, Lands and Hereditaments respectively, hereby vested and settled in lieu of and exchange for the said Messuages, Lands, and Hereditaments which shall be so lawfully evicted or taken away, and the same to have, hold, and enjoy again, as in his or their first and former Estate; any Thing herein contained to the contrary thereof in anywise notwithstanding.

Eviction.

Premises in the Parish of Cold Atton vested in Trustees for the Purposes herein mentioned.

VI. And be it further enacted, That, from and immediately after the passing of this Act, all and singular the Messuages, Farms, Lands, Tenements, and other Hereditaments lying and being in the Parish of Cold Atton, otherwise *Atton Blank*, in the said County of Gloucester, which were devised by the aforesaid recited Will of the aforesaid *Edmond Waller* deceased, and which are not herein-before vested in and settled upon the said *Edmund Waller* the Grandson, and his Heirs and Assigns as aforesaid, which Premises are particularly described in the Fifth Schedule to this Act, and are let to several Tenants at several clear yearly Rents, amounting to the yearly Sum of Ninety-nine Pounds Six Shillings and Eight pence, together with all Houses, Outhouses, Buildings, Barns, Stables, Orchards, Yards, Gardens, Lands, Meadows, Pastures, Feedings, Woods, Underwoods, Ways, Waters, Watercourses, Ponds, Pools, Commons, Common of Pasture, Profits, Privileges, Commodities, Advantages, Easements, and Appurtenances whatsoever, to the said Premises next herein-before described, or any of them, belonging or in anywise appertaining, shall be vested in and settled upon, and the same are hereby vested in and settled upon the aforesaid *William Lockwood Maydwell* and *Richard Lockwood*, their Heirs and Assigns, for ever freed and discharged, and absolutely acquitted, exempted, and exonerated, of and from all and every the Use or Uses, Estates, Trusts, Limitations, Powers, Provisoes, and Declarations in and by the said Will and Codicils of the said *Edmond Waller*, deceased, limited, expressed, or declared, of or concerning the same, and also freed and discharged of and from the said Three Annuities granted by the said *Edmund Waller* for his Life, and all Powers and Remedies for securing the same, but nevertheless upon the Trusts and for the Intents and Purposes herein after expressed and declared (that is to say) upon Trust that they the said *William Lockwood Maydwell* and *Richard Lockwood*, or the Survivor of them, or the Heirs or Assigns of such Survivor, do and shall, as soon as conveniently may be, by and with the Consent and Approbation in Writing of the said *Edmund Waller* the Grandson, during his Life, and after his Death then of the proper Authority of the same Trustees respectively, sell and dispose of the said Hereditaments and Premises hereby vested and settled as last-mentioned, by publick Auction or Sale, or private Contract, unto any Person or Persons whomsoever, for the best Price or Prices that can be reasonably had or gotten for the same, and on Payment of the Purchase Money for which the same Premises shall be so respectively sold, into the Bank, as hereinafter mentioned, do and shall convey and assure the same unto or to the Use of the Purchaser or Purchasers thereof, and his, her, or their Heirs and Assigns, or as he, she, or they shall direct or appoint.

Application of Part of the Money to arise by Sale of certain Estates.

VII. And be it further enacted, That a sufficient Part of the Monies arising from the Sale of the said Hereditaments and Premises hereby made saleable as aforesaid, shall be applied in paying and discharging the aforesaid Sum of Four hundred Pounds, secured by Mortgage upon Part of the said settled Estates as aforesaid, and also in purchasing or redeeming the Land Tax of all or any Part or Parts of the said settled Estates in the Counties of *Buckingham* and *Gloucester*, not hereby vested in the said *James Du Pré* and *Edmund Waller* the Grandson respectively, and their respective Heirs and Assigns as aforesaid, and that all the Residue and Surplus of the said Monies shall be laid out, with the Approbation of the Court of Chancery, in the Purchase of Manors, Messuages, Lands, Te-

nements, or Hereditaments of an Estate of Inheritance in Fee Simple in Possession, situate in the Counties of *Buckingham* and *Gloucester*, or in one of them, whereof not more than One-sixth Part in Value shall be Copyhold; and all and singular the Manors, Messuages, Lands, Tenements, and Hereditaments so to be purchased shall be conveyed, settled, and assured to the Uses, upon the Trusts and under and subject to the Powers and Provisoos limited or declared by the said Will and Codicils of the said Testator *Edmond Waller*, of and concerning the said Freehold Premises hereby made saleable, or such of them as shall be undetermined or capable of taking Effect.

VIII. And be it further enacted, That until such Sale as aforesaid the said *William Lockwood Maydwell* and *Richard Lockwood*, and the Survivor of them, and the Heirs and Assigns of such Survivor, shall permit and suffer the said Hereditaments and Premises so hereby made saleable as aforesaid, to be held and enjoyed, and the Rents, Issues, and Profits thereof to be had, received, and taken by and for the Benefit of such Person or Persons as would have been entitled thereto respectively and ought to have received the same in case this Act had not been made.

Until Sale made the present Owner to receive the Rents and Profits.

IX. And be it further enacted, That every Purchaser of the said Premises hereby made saleable shall pay his Purchase Money into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there *ex parte* the Purchaser or Purchasers of the Estate of the said *Edmund Waller* the Grandson, pursuant to the Method prescribed by an Act of the Twelfth Year of King *George* the First, Chapter the Thirty-second, and the General Rules and Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of King *George* the Second, Chapter the Twenty-fourth, which Monies, when so paid in, shall be laid out in the Purchase of Navy or Victualling Bills, or Transport or Exchequer Bills; and the Interest arising from the Money to be laid out in the said Navy or Victualling Bills, or Transport or Exchequer Bills, and the Money received for the same as they shall respectively be 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 Transport or Exchequer Bills; all which said Navy and Victualling Bills, and Transport and Exchequer Bills, shall be deposited in the Bank, in the Name of the said Accountant General, and shall there remain until a proper Purchase or Purchases shall be found and approved of as aforesaid, and until the same shall, upon a Petition to be preferred to the Court of Chancery in a summary Way, by or on the Behalf of the said *Edmund Waller* the Grandson, or the Person or Persons for the Time being entitled to the Freehold or Inheritance of the Lands or Hereditaments so to be purchased, be ordered to be sold by the said Accountant General for completing such Purchase or Purchases, in such Manner as the said Court shall think just and direct; and if the Money arising by the Sale of such Navy, Victualling, or Transport or Exchequer Bills shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then and in that Case only the Surplus which shall remain, after discharging the Expence of the Applications to the Court, shall be paid to such Person or Persons respectively as would have been entitled to receive the Rents and Profits of the Lands directed to be purchased, in case the same had

Purchase Money to be paid into the Bank.

had been purchased pursuant to this Act, or to the Representative of such Person or Persons.

Certificate of the Accountant General of the Court of Chancery, of the Money being paid in to be a good Discharge to Purchasers.

X. And be it further enacted and declared, That the Certificate and Certificates of the said Accountant General, together with the Receipt and Receipts of the Cashier of the Bank to be thereto annexed, and therewith filed in the Register Office of the said Court of Chancery, of the Payment into the Bank of *England*, by such Purchaser or Purchasers of his or their Purchase Money, shall from Time to Time be and be deemed and taken to be a good and sufficient Discharge to such Purchaser or Purchasers, and to his and their Heirs and Assigns for so much of the said Purchase Money for which such Certificate or Certificates and Receipt or Receipts as aforesaid shall be given, and after the giving of such Certificate or Certificates and Receipt or Receipts, such Purchaser or Purchasers shall be absolutely acquitted and discharged of and from the same Monies, and shall not be answerable or accountable for any Loss, Misapplication, or Nonapplication thereof or of any Part thereof.

Application of the Money arising by the young Timber.

XI. Provided always, and be it further enacted, That the Sum of Eighty-seven Pounds and Sixpence, being the Value of the young Timber mentioned in the said First Schedule to this Act, shall, within One Calendar Month after the passing of this Act, be paid by the said *James Du Pré*, his Heirs or Assigns, unto the said *William Lockwood Maydwell* and *Richard Lockwood*, their Executors, Administrators, or Assigns, to the Intent that the same shall be laid out and applied in such and the same Manner as is herein-before directed in respect to the Monies to arise by Sale of the aforesaid Hereditaments at *Cold Aston* in the County of *Gloucester*, herein-before directed to be sold, and until the said Sum of Eighty-seven Pounds and Sixpence shall be so paid to the said *William Lockwood Maydwell* and *Richard Lockwood*, the same shall be a Charge upon the said Hereditaments comprised in the said First Schedule.

Estates of the late Edmond Waller vested in Maydwell and Lockwood the Trustees.

XII. And be it further enacted, That, from and immediately after the passing of this Act, all and singular the aforesaid Manors, Messuages, Lands, Tenements, Annuities, Rent Charges and Hereditaments, which were devised in and by the said recited Will and Codicils of the said *Edmond Waller*, and which are not herein-before vested and settled as aforesaid, with their and every of their Rights, Members, Easements, and Appurtenances, shall be vested in, and settled upon and to the Use of the said *William Lockwood Maydwell* and *Richard Lockwood*, their Heirs and Assigns, for ever freed and discharged of and from all the Right, Claim, and Demand of the aforesaid *Matilda*, the Wife of the said *Henry Caverley Cotton*, the Trustee hereof, and her Heirs, and of the said *William Lockwood* the Nephew, and the Heirs Male of his Body, and all other Persons claiming under the said Will of the said *Richard Lockwood*, the Trustee, but nevertheless upon and to and for and under and subject to such and so many of the Trusts, Intents, and Purposes, Powers, Provisions, and Declarations in and by the said recited Will and Codicils of the said *Edmond Waller* deceased, limited, expressed, and declared, of and concerning the said Manors, and other Hereditaments, last hereby vested and settled as aforesaid, as are now existing undetermined and capable of taking Effect.

XIII. Provided

For appoint-
ing new Trust-
tees.

XIII. Provided always, and it is hereby further enacted, That if both or either of them the said *William Lockwood Maydwell* and *Richard Lockwood*, or any future Trustee or Trustees to be appointed in virtue of this Act, shall die or desire to relinquish the Trusts hereby in them or him reposed, or shall refuse or decline to act, or shall become incapable to act in the said Trusts, or shall go out of *Great Britain* before the said Trusts shall be fully performed, then and so often as any such Case shall happen, it shall be lawful for the High Court of Chancery, in a summary Way, upon Petition of the said *Edmund Waller* the Grandson, or such other Person as for the Time being would be beneficially entitled in Possession, according to the Uses or Trusts limited by the said herein-before recited Will and Codicils of the said *Edmond Waller* the Grandfather, to the Hereditaments which shall be then subjected to the Trusts aforesaid, or if such Person shall be an Infant, then upon the like Petition of his Guardian or Guardians by any Writing or Writings under his or their Hand or Hands, from Time to Time to make an Order for appointing any Person or Persons to be a Trustee or Trustees in the Place or Stead of the Trustee or Trustees so dying or desiring to be discharged or going out of *Great Britain*, or refusing, declining, or becoming incapable to act as aforesaid, and that when and so soon and as often as any such Order shall be obtained, all the Trusts Estates and Premises which shall then be vested in the Trustee or Trustees so dying or desirous of being discharged, or refusing, declining, or becoming incapable to act, or going out of *Great Britain* as aforesaid, either solely or jointly with the other Trustee or Trustees, shall thereupon with all convenient Speed be conveyed and transferred in such Sort and Manner, and so that the same Trust Estates and Premises shall and may be legally and effectually vested in the surviving or continuing Trustee or Trustees thereof, and such new or other Trustee or Trustees, or in such new Trustees only, as the case shall happen, upon the same Trusts and for the same Intents and Purposes as are herein-before declared of and concerning the said Trust Estates and Premises respectively, or such and so many of them as shall be then subsisting and capable of taking effect; and that such new Trustee or Trustees shall and may in all Things act in the Management, carrying on, and executing of the Trusts aforesaid, as fully and effectually, and with all the same Powers and Authorities, to all Intents and Purposes whatsoever, as if he or they had been originally in and by this Act appointed a Trustee or Trustees for the Purposes aforesaid.

XIV. Provided always, and it is hereby further enacted, That notwithstanding Part of the Hereditaments originally charged with the aforesaid Annuities or yearly Rent Charges granted for the Life of the said *Edmund Waller* the Grandson, is hereby discharged from the same Annuities or yearly Rent Charges, yet nevertheless the Residue of the same Hereditaments shall, from and after the passing of this Act, remain and be and continue subject and liable to the same Annuities or Rent Charges, and to all Powers and Remedies for securing the same, in such and the same Manner, to all Intents and Purposes, as if the said Residue of the same Hereditaments had been originally the only Hereditaments charged with the same Annuities or yearly Rent Charges.

Proviso that
the other He-
reditaments
charged with
the Annuities
shall not be
discharged
from the same.

XV. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person or Persons, Bodies Politick

General
Saving.

[Loc. & Per.]

17 Z

and

and Corporate, his, her, and their Heirs, Executors, and Administrators (other than and except the said *Edmund Waller* the Grandson, *Harry Waller* the Grandson, and *Robert Waller*, and their respective first and other Sons, and the Heirs Male of the respective Bodies of such first and other Sons, and all other Persons claiming under the said Will and Codicils of the said *Edmond Waller* the Grandfather, and the Heirs of him the said *Edmond Waller* the Grandfather, and the said *James Du Pré* and his Heirs, and the said *Henry Calverly Cotton* and *Matilda* his Wife, and her Heirs, and the said *William Lockwood* the Nephew and the Heirs Male of his Body, and all other Persons claiming under the said Will of the said *Richard Lockwood*, and the Heirs of the said *Edmund Waller* the Grandson, and the said *Alexander Burdon* and *Andrew Lovering Sarel*, and their respective Executors, Administrators, and Assigns) all such Estate, Right, Title, Interest, Claim, and Demand, of, in, to, and out of the said Messuages, Lands, Tenements, and Hereditaments hereby vested and settled as aforesaid, 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.

This Act may
be given in
Evidence.

XVI. 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 to which the foregoing Act refers.

Comprising the Lands, Tenements, and Hereditaments in the said Act mentioned to be situate in the Parishes of Beaconsfield and Chalfont Saint Peter, in the County of Buckingham, and now in Hand, Part whereof was lately occupied by John Dean, as under.

The Lands in the Parish of Chalfont Saint Peter are charged with an Unredeemed Annual Land Tax of £0 16 0	PREMISES		Contents.	Annual Value.	Annual Rent.	Value of Timber.
	Late in the Occupaton of John Dean.					
And the Lands in the Parish of Beaconsfield, with ditto 10 11 0 Total £11 7 0	In CHALFONT ST PETER'S PARISH.					
	Farther Birch Lands, lately Two Closes of Land, and called Hither Birch Lands, and Farther Birch Lands		5 2 10			
	IN BEACONSFIELD PARISH.					
	Great Duncesfield and Dell		12 2 35			
	Sandy Hill		9 1 20			
	Little Duncesfield and Dell		6 0 2			
	The Five Acres and Two Acres		7 0 20			
	Farther Six Acres and Dell		8 0 0			
	Two Closes of Meadow Ground, and One of Arable Land, lately One Close, and known by the Name of Wilton Grubbed Ground		10 0 38			
	Wilton's Green Meadow		0 3 27			
	Wilton's Green Field		6 3 13			
	Middle Six Acres and Lane		7 1 24			
	Farther Latchmore		5 0 3			
	Hither Latchmore		4 3 27			
	Hither Six Acres		6 0 28			
	Little Stone Meadow		3 1 12			
	Part of Great Cathemathews		0 3 34			
	Part of Little Ditto		0 0 10			
	In Hand		94 3 3	99 11 11	96 4 3	
	Birch Lands Wood, in Chalfont St. Peter's Parish		17 2 18			
Bush Grove Wood in Beaconsfield		5 3 36				
The Manorial Rights over Wilton's Green and Latchmore Common, exclusive of Roads, being Waste Lands in Beaconsfield		7 1 23				
Deduct Land Tax, as in the Margin, as paid to Beaconsfield		30 3 37	18 2 7	18 2 7		
To Chalfont St. Peter.		125 3 0	117 14 6			
			11 7 0			
Net Annual Value			106 7 6	114 6 10		
Value of Timber on the above Estate, which the Tenant for Life is entitled to cut:						
Timber					184 11 0	
Beech Timber in the Woods					94 5 0	
Value of the young Timber Trees, Tellers, and Storiers, in the several Fields and Hedge Rows, with the Stock of young Beech and other Wood, not cuttable in the several Woods					£. 578 16 0	
					£. 87 0 0	

R. Davis.
Wm Collison

The Second SCHEDULE to which the foregoing Act refers.

Comprising the Lands, Tenements, and Hereditaments, in the said Act mentioned to be situate in the Parish of Beaconsfield, in the County of Buckingham, and now in the Occupation of Joseph Jagger, a yearly Tenant, and belonging to James Du Pré, Esquire.

PREMISES.	Contents.			Annual Value.			Annual Rent.			Value of Timber.		
	A.	R.	P.	£.	s.	d.	£.	s.	d.	£.	s.	d.
New Pond Meadow	3	0	15									
Old Shrieves, heretofore called Great Old Shrieves, and Little Old Shrieves, now in one	8	0	26									
Land Tax Redeemed. Stanwell's Meadow	5	3	19									
Long Meadow	8	1	12									
Little Pepper Croft	7	1	24									
Great Pepper Croft	9	1	12									
Part of Crown Meadow	2	1	28									
Hicks's Meadow, and Dyer's Croft (in one)	9	3	16									
	54	1	32	113	13	8½	114	9	8			
The Value of the Timber, exclusive of the above-mentioned Tellers and Storiers												16 13 6
Value of the young Timber Trees, Tellers or Storiers												4 18 0
							£.					21 11 6

R. Davis.
W^m Collison.

The Third SCHEDULE to which the foregoing Act refers.

Comprising the Messuages, Outbuildings, Homestead, Lands, and Hereditaments, in the said Act mentioned to be situate in the Parish of Cold Aston otherwise Aston Blank, in the County of Gloucester, now let to Robert Hanks and John Hanks by an Agreement for a Lease for Fourteen Years, to expire at Michaelmas One thousand eight hundred and nine, and which are Part of a Farm called Cold Aston, and were, with other Part of the same Farm and Premises, allotted to the said Edmund Waller the Grandson, for and in lieu of the Improprate or Rectorial Tythes of Cold Aston otherwise Aston Blank aforesaid, and the Commonable and Open Field Lands and Right of Common in Cold Aston otherwise Aston Blank aforesaid, Part of the devised Estate of the said Testator Edmond Waller, deceased, by the Award made under and by virtue of the before mentioned Inclosure Act.

PREMISES.	Contents.			Annual Value			Annual Rent.			Timber.		
	A.	R.	P.	£.	s.	d.	£.	s.	d.	£.	s.	d.
The Rectory, Messuage, Outbuildings, and Homestead, 3 Roods 18 Perches, and 3 Roods 1 Perch, Part of certain Closes called Burn Close, Corn Leazow, and the Old Inclosure, allotted to the said Edmund Waller the Grandson in exchange - - -	1	2	19									
The East Part of Home Piece - - -	7	1	10									
Part of King's Pitts - -	6	0	0									
Other Part of King's Pitts - - -	3	0	31									
Hilt Ground - - -	12	3	18									
Morrow Leazows - -	20	1	8									
Grove Ground - -	16	0	14									
Picked Ground - -	10	0	27									
Saintfoin Ground - -	22	0	20									
North Part of Grove Hill - - -	6	2	0									
	105	0	33	119	1	4	111	17	4			
Deduct Land Tax as in Margin - - -					3	4						
				£.	115	17	0					

Charged with an Annual Land Tax of £ 3 : 4 : 4.

The above Premises were lately called or known by the several Names, or Part of the several Grounds following (that is to say) the Messuage, Outbuildings, and Homestead, Yards, and Gardens, Notgrove Way Furlong, King's Pit Furlong, Short Furlong, Mere Shade Furlong, Grove Hill, Hanging Furlong, the Furlong Shooting into Turk Deane Road, Hill Furlong, Meadow Furlong, Morrow Leazow Furlong, or by whatsoever other Name or Names, Certainties or Descriptions, the same were or are called, or known, described or distinguished.

R. Davis.
Wm Collison.

The Fourth SCHEDULE to which the foregoing Act refers.

Comprising the Messuage or Farm House called Hilmots, together with the Outbuildings, Lands, and Hereditaments in the said Act mentioned to be situate in the several Parishes of Beaconsfield and Burnham in the County of Buckingham, and now in the several Occupations of Edmund Waller Esquire, Isaac Mills, and John Strausum, as under.

PREMISES In BEACONSFIELD PARISH in the Occupation of Isaac Mills.	Contents.			Annual Value.			Annual Rent.			Value of Timber.		
	A.	R.	P.	£.	s.	d.	£.	s.	d.	£.	s.	d.
Piece of Garden Ground and Sawpit House, bounded by Shepherd Lane on the East	0	0	18	2	0	0	2	0	0			
Messuage or Farm House called Hilmots, with the Yard, Garden, and Orchard or Meadow Ground	2	0	24									
The Slupe and Dell	1	3	13									
Part of Kitchen Furlong, as divided	7	0	0									
Farther Bower Field	6	2	34									
Hither Bower Field	6	1	8									
Nine Acres, in Two Pieces	9	0	33									
Swilley Hole Field	9	0	28									
Great Home Field	8	2	36									
Little Home Field	2	0	5									
Little Hilmots	4	2	23									
Great Hilmots	9	3	16									
Lower Hilmots Hill	3	2	16									
Little Lawrence Field	5	3	32									
Great Lawrence Field	12	2	11									
Gravelly Field	8	2	36									
Oak Field	9	3	21									
Little Gods Farm Field and Meadow	5	3	37									
	114	1	13	79	18	10	58	19	0			
The undermentioned Lands are in the Occupation of John Strausum, on a Lease, expiring at Michaelmas 1806.							60	19	0			
Further Bottom Field, in Beaconsfield	2	2	28									
in Burnham	1	0	20									
Hither Bottom Field, in Beaconsfield	5	1	5									
in Burnham	1	2	9									
Part of Kitchen Furlong as divided:												
In Beaconsfield	4	3	27									
In Burnham	1	3	13									
IN BEACONSFIELD.												
Hither Juniper Hill and Spring	3	3	14									
Farther Juniper Field	4	1	13									
Furzey Field otherwise Furney Field, and Furney Field in One	16	3	16									
	42	1	25	27	12	2	17	11	0			
WOODLAND in Hand.							78	10	0			
Ferney Field Spring	12	3	16									
Cave Wood	8	2	35									
Orchard Wood	1	3	4									
Dorney Bottom Spring in Burnham	1	2	26									
	25	0	1	14	3	0	14	3	0			
Total	181	3	17	123	14	0						
Deduct Land Tax as paid												
to Beaconsfield				6	12	0						
to Burnham												
				117	2	0	92	13	0			
Value of Timber on the above Estate										195	11	6
Beech Timber in the several Woodlands										181	17	6
Value of young Timber Trees, Tellers, and Storiers in the several Fields and Hedges, with the Stock of young Beech and other Wood, not cuttable in the several Woods										70	0	0
							£.	447	9	0		

R. Davis.
W^m Collison.

The Fifth SCHEDULE to which the foregoing Act refers.

Comprising the Lands, Tenements, and other Hereditaments, Part of Cold Aston Farm aforesaid, situate in the Parish of Cold Aston otherwise Aston Blank, in the said County of Gloucester, in the said Act mentioned, as not being thereby vested and settled upon the said Edmund Waller the Grandson, and his Heirs, now in the Occupation of the said Robert Hanks and John Hanks, and other Part of the said Farm and Premises which were allotted to the said Edmund Waller the Grandson, for and in lieu of the aforesaid Improprate or Rectorial Tythes of Cold Aston otherwise Aston Blank aforesaid, by the Award made under and by virtue of the said Inclosure Act.

	PREMISES.	Contents.			Annual Rent.		
		A.	R.	P.	£.	s.	d.
Subject to a Proportionate Unredeemed Annual Land Tax of £. 2. 16. 8.	The South Part of Grove Hill	16	0	24			
	The Downs	16	3	25			
	First Ground at Vinthill	14	2	5			
	Second Ditto	14	2	16			
	Third Ditto	15	0	8			
	Sideling at Vinthill	8	3	8			
	The Downs	28	1	19			
	First Bottom Meadow	1	2	6			
	Second Ditto	2	1	18			
	Third Ditto	2	2	16			
		120	3	25	99	6	8

The above Premises were lately called or known by the several Names or Part of the several Grounds following (that is to say) the Downs, Vinthill Common, and Hooker's Down Meadow, or by whatsoever other Name or Names, Certainties or Descriptions the same were or are called, known, described, or distinguished.

R. Davis.
W^m Colifon.