



ANNO QUINQUAGESIMO TERTIO

GEORGI II. REGIS.

Cap. 194.

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

[2d July 1813.]

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

Will of
Thomas
Duncombe
Esquire.

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of them, and the Heirs of such Survivor, should as soon as conveniently might be after his Decease, by good and effectual Conveyances and Assurances in the Law as Counsel should advise, convey and settle the said Manors, Messuages, Lands, Tenements, Advowsons, Tithes, and Hereditaments (subject as aforesaid) to the Use of the First and every other Son of him the said Testator by his Wife severally and successively, according to their respective Seniorities in Tail Male; and for Default of such Issue as to all his said Manors, Messuages, Lands, Advowsons, Tithes, and Hereditaments, in the Counties of *Huntingdon* and *Wilts*, to the Use of his Daughter *Ann* the Wife of *Robert Shafto* Esquire, and her Assigns, for and during the Term of her natural Life, without Impeachment of Waste, with a Limitation to Trustees and their Heirs during the Life of the said *Ann Shafto*, in Trust to preserve the contingent Estates thereafter limited or devised; and after her Decease to the Use of *Robert Shafto*, the then Second Son of the said *Ann Shafto*, and his Assigns, during the Term of his natural Life, without Impeachment of Waste, with a Limitation to Trustees and their Heirs during his Life, to preserve the contingent Estates thereafter limited or devised; and after his Decease to the Use of the First and every other Son of the said *Robert Shafto* severally and successively, according to their respective Seniorities in Tail Male, and for Default of such Issue to the Use of *Thomas Shafto* the then Third Son of the said *Ann Shafto*, and his Assigns for and during the Term of his natural Life, without Impeachment of Waste, with a Limitation to Trustees and their Heirs, during the Life of the said *Thomas Shafto*, to preserve the contingent Estates thereafter limited or devised; and after his Decease to the Use of the First and every other Son of the said *Robert Shafto* severally and successively, according to their respective Seniorities in Tail Male; and for Default of such Issue, to the Use of *Thomas Shafto* the then Third Son of the said *Ann Shafto*, and his Assigns for and during the Term of his natural Life, without Impeachment of Waste, with a Limitation to Trustees and their Heirs, during the Life of the said *Thomas Shafto*, to preserve the contingent Estates thereafter limited or devised; and after his Decease to the Use of the First and every other Son of the said *Thomas Shafto* severally and successively according to their respective Seniorities in Tail Male, and for Default of such Issue to the Use of the Fourth, and all and every other younger Son of the said *Ann Shafto*, begotten, or to be begotten, severally and successively, according to their respective Seniorities in Tail Male; and for Default of such Issue to the Use of *John Shafto*, the then eldest Son of the said *Ann Shafto*, for and during the Term of his natural Life without Impeachment of Waste, with a Limitation to Trustees and their Heirs during the Life of the said *John Shafto*, to preserve the contingent Estates thereafter limited or devised; and after his Decease to the Use of the First and every other Son of the said *John Shafto* severally and successively, according to their respective Seniorities in Tail Male; and for Default of such Issue, to the Use of the Testator's Daughter *Frances Duncombe*, and her Assigns, for and during the Term of her natural Life, without Impeachment of Waste, with a Limitation to Trustees and their Heirs during the Life of the said *Frances Duncombe*, to preserve the contingent Estates thereafter limited or devised; and after her Decease to the Use of the First and every other Son of the said *Frances Duncombe* severally and successively, according to their respective Seniorities in Tail Male; and for Default of such Issue, to the Use of his, the said Testator's Brother *Charles Slingsby Duncombe*, and his Assigns, for and during the Term of his natural Life, without Impeachment

ment of Waste; with a Limitation to Trustees and their Heirs during his Life, for preserving the contingent Estates thereafter limited or devised; and after his Decease to the Use of the First and every Son of the said *Charles Slingsby Duncombe* severally and successively, according to their respective Seniorities in Tail Male; and for Default of such Issue, to his the said Testator's Brother *Henry Duncombe*, and his Assigns; for and during the Term of his natural Life, without Impeachment of Waste, with a Limitation to Trustees and their Heirs during the Life of the said *Henry Duncombe*, in Trust to preserve the contingent Estates thereafter limited and devised; and after his Decease to the Use of the First and every other Son of the said *Henry Duncombe* severally and successively, according to their respective Seniorities in Tail Male; and for Default of such Issue, to the Use of his the said Testator's own right Heirs for ever; and the said Testator's Will was, that in the said Settlement so to be made as aforesaid, there should be inserted a Proviso or Clause that all and every the younger Son and younger Sons of his said Daughter *Ann Shafto* by her said then Husband, and their Issue Male, within the Space of Six Calendar Months after he or they should be in the actual Possession, or entitled to the Rents, Issues, and Profits of the said Manors, Lands, and Hereditaments by virtue of his Will, or the Settlement to be made in pursuance thereof as aforesaid; should respectively assume and take upon himself and themselves, and from thenceforth should continue to use the Surname and Arms of *Duncombe* only; and that in case the eldest Son for the Time being of his said Daughter *Ann Shafto*, by her then Husband or the Issue Male of such eldest Son, should be in the actual Possession, or entitled to the Rents, Issues, and Profits of the said Manors, Lands, and Hereditaments by virtue of his said Will, or the Settlement to be made in pursuance thereof as aforesaid, that he and they should within the Space of Six Calendar Months then next ensuing, add, assume, and take the Surname of *Duncombe*, and should from thenceforth continue to use the Surname of *Duncombe Shafto* only; and that in case of any such Son or Sons, or his or their Issue Male refusing or neglecting to take and use such Surname or Surnames as aforesaid, the Use and Estate by that his Will directed to be limited to such Son and Sons, his and their Issue Male, should from thenceforth cease, determine, and be void to all Intents and Purposes whatsoever, as if such Son or Sons were actually dead without Issue Male of his or their Body and Bodies; and then and in such Case the said Manors, Lands, and Hereditaments should be immediately vested in the Person or Persons who by virtue of that his Will, or the Settlement to be made in pursuance thereof, would be entitled next in Remainder to such Son or Sons, as his or their Issue Male so refusing or neglecting as aforesaid, in such and the like Manner as if such Son and Sons, and his and their Issues Male were dead without Issue Male of his or their Body or Bodies: And whereas the said *Thomas Duncombe* afterwards duly signed and published Two Codicils to his said Will; but by neither of them varied the several Limitations contained in his said Will as to the said Estates in the said Counties of *Huntingdon* and *Wilts*: And whereas the said *Thomas Duncombe* departed this Life on or about the Twenty-first Day of *November*, in the Year One thousand seven hundred and seventy-nine, without Issue Male, and leaving the said *Ann Shafto* and *Frances Duncombe*, his Two surviving Daughters and Co-heirs at Law: And whereas the said Will of the said *Thomas Duncombe* and the said Two Codicils thereto were soon after his Decease duly proved in the Prerogative Court of the Archbishop of *Canterbury*, and by a Decree of His Majesty's High Court
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of Chancery, made in a Cause wherein the said *Frances Duncombe* was Plaintiff, and the said *John Mayer* and others were Defendants, the said Will and Codicils were established, and the Trusts thereof directed to be carried into Execution: And whereas the said *Ann Shafto* departed this Life on or about the Sixteenth Day of *March* in the Year One thousand seven hundred and eighty-three, leaving the said *John Shafto*, *Robert Eden Duncombe Shafto* (in the said Will called *Robert Shafto* only), and *Thomas Shafto*, and no other Issue her surviving, and upon her Death the said *Robert Eden Duncombe Shafto* assumed and took upon himself, by His Majesty's Licence, and continued to use and write the Surname and bear the Arms of *Duncombe* only, up to and until the Time of the Death of his elder Brother the said *John Shafto*, and thereupon he added, assumed, and took, and hath since continued to use, and write the Surname of *Duncombe Shafto* only: And whereas by Indentures of Lease and Release bearing Date respectively on or about the Eleventh and Twelfth Days of *June* in the Year One thousand seven hundred and ninety, the Indenture of Release being of Eight Parts, and made or expressed to be made between the said Sir *Thomas Turner Slingsby* and *John Mayer* of the First Part; the said *Robert Eden Duncombe Shafto* (by the Name of *Robert Duncombe*) of the Second Part; the said *Thomas Shafto* of the Third Part; the said *John Shafto* of the Fourth Part; the said *Frances Duncombe* of the Fifth Part; the said *Charles Slingsby Duncombe* of the Sixth Part; the said *Henry Duncombe* of the Seventh Part; and the Right Honourable *Wilmot Earl of Lisburne*, and *Thomas Bernard Esquire*, of the Eighth Part; all the Estates devised by the said Will of the said *Thomas Duncombe* as hereinbefore is mentioned, were conveyed, limited, and settled to the Uses, upon the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Agreements, to, upon, for, with, under, and subject to which the same were devised or directed to be settled by the said Will of the said *Thomas Duncombe*: And whereas on the Death of the said *Ann Shafto*, the said *Robert Eden Duncombe Shafto*, her Second Son, and the next Tenant for Life named in the said Will of the said *Thomas Duncombe*, entered into Possession of the said Estates in the said Counties of *Huntingdon* and *Wilts*, devised by the said Will of the said *Thomas Duncombe*, and hath since continued in the Receipt of the Rents and Profits thereof: And whereas the said *Thomas Shafto* hath no Issue, and the said *John Shafto* departed this Life on or about the Twenty-eighth Day of *June* One thousand eight hundred and two, without Issue: And whereas the said *Robert Eden Duncombe Shafto* intermarried on or about the Twenty-fifth Day of *October* One thousand eight hundred and three, with *Catherine Eden*, by whom he hath issue *Robert Duncombe Shafto*, *John Shafto*, *Thomas Shafto*, and *Frederick William Shafto*, all now Infants of tender Years, and no other Son: And whereas the said *Frances Duncombe*, the Daughter of the said *Thomas Duncombe*, intermarried on or about the Sixth Day of *January* One thousand seven hundred and ninety-six, with and is now the Wife of *George Henry Rose Esquire*, and hath Issue by him *George Pitt Rose*, *Charles Phillip Rose*, *Hugh Henry Rose*, *William Rose*, and *Arthur Robert Robert Rose*, all now Infants of tender Years, and no other Son: And whereas the said *Charles Slingsby Duncombe*, the Brother of the said *Thomas Duncombe*, intermarried with *Isabel Soulby*, on or about the Twenty-ninth Day of *August* One thousand seven hundred and sixty-four, and departed this Life on or about the Eighteenth Day of *September* in the Year One thousand eight hundred and three, leaving Issue by her *Charles Duncombe*,

Duncombe, his eldest Son, who hath long since attained his Age of Twenty-one Years, and is the first adult Tenant in Tail in Existence under the Limitations contained in the said Will and Settlement executed in pursuance thereof: And whereas Part of the Estates in the said County of *Wilts*, devised by the said Will, were under or by virtue of the Powers or Authorities contained in an Act, made and passed in the Forty-first Year of the Reign of His present Majesty, intituled *An Act for vesting Part of the Estates devised by the Will of Thomas Duncombe Esquire, in Trustees, to be sold, and for laying out the Money to arise therefrom in the Purchase of other Estates, to be settled in lieu thereof to the same Uses*, sold, and the Sum of Seven thousand one hundred and eleven Pounds Six Shillings and Sixpence, Part of the Money which arose by the Sale, were in pursuance of the said Act, and with the Approbation of the High Court of Chancery, laid out in the Purchase of the Copyhold and Leasehold Lands and Hereditaments mentioned in the Second Schedule to this Act, and which Copyhold Hereditaments were duly surrendered to the Use of Sir *Lawrence Palk* of *Haldon House*, in the County of *Devon*, Baronet, and the Right Honourable *George Rose*, of *Cuffnells*, in the County of *Southampton*, and their Heirs; and which Leasehold Lands and Premises were duly conveyed and assured unto and to the Use of the said Sir *Lawrence Palk* and *George Rose*, their Heirs and Assigns, during the Lives of *John Eyre*, the Honourable *Frances Bowater*, and the Honourable *Duncombe Pleydell Bouverie*, the Persons for whose Lives the same were holden, and the Life of the longest Liver of them; which said Sir *Lawrence Palk* and *George Rose*, and their Heirs and Assigns, were to hold the same Copyhold and Leasehold Premises, upon such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, Declarations, and Agreements, concerning the Real Estate of the said *Thomas Duncombe*, as by virtue of the Will of the said *Thomas Duncombe*, and the said Indentures of the Eleventh and Twelfth Days of *June* One thousand seven hundred and ninety, were subsisting and capable of taking Effect, or as near thereto as might be, and the Deaths of Parties, the change of Interests, and other intervening Circumstances would admit: And whereas the Estates in the said County of *Wilts*, devised by the said Will of the said *Thomas Duncombe*, and not comprised in the said Act of Parliament (a Particular of which is set forth in the First Schedule to this present Act), and also the said Copyhold and Leasehold Lands so purchased as aforesaid (a Particular of which is set forth in the Second Schedule to this present Act), lie detached and apart from each other, and from local Circumstances may now be sold to Advantage, and the Sale thereof will be no way prejudicial to the Remainder of the said settled Estates, and other Estates more eligible for the Purposes of Settlement may be purchased with the Money to arise from the said Sale and settled in lieu thereof; but by reason of the Limitations contained in the said Will of the said *Thomas Duncombe* the said Sales cannot be effectuated without the Aid and Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects the said *Robert Eden Duncombe Shafto* on Behalf of himself and the said *Robert Duncombe Shafto*, *John Shafto*, *Thomas Shafto*, and *Frederick William Shafto*, his said Infant Sons; and the said *Thomas Shafto*, Son of the said *Ann Shafto*, on Behalf of himself; and the said *George Henry Rose* and *Frances* his Wife on Behalf of themselves and the said *George Pitt Rose*, *Charles Philip Rose*, *Hugh Henry Rose*, *William Rose*, and *Arthur Robert Rose*, their Infant Sons; and the said *Charles Duncombe* on Behalf of himself; do

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Estates in
Wills vested
in Trustees
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most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all and singular the Manors, Freehold, Copyhold, and Leasehold Messuages, Cottages, Farms, Lands, Tenements, and other the Hereditaments situate, lying and being in the said County of *Wilts* (the Particulars of which are set forth in the First and Second Schedules to this present Act), with their respective Rights, Members, and Appurtenances, shall, from and immediately after the passing of this Act, be vested in and settled upon, and the same are hereby from thenceforth vested in and settled upon the said Sir *Lawrence Palk* and *George Rose*, their Heirs and Assigns, as to the said several Hereditaments mentioned in the First Schedule to this Act, to the Use of them the said Sir *Lawrence Palk* and *George Rose*, their Heirs and Assigns for ever; and as to the Copyhold Hereditaments mentioned in the Second Schedule to this Act, to the Use of the said Sir *Lawrence Palk* and *George Rose*, their Heirs and Assigns for ever, at the Will of the Lord according to the Custom of the Manor whereof the same are holden; and as to the Leasehold Premises mentioned in the said Second Schedule to this Act, to the Use of the said Sir *Lawrence Palk* and *George Rose*, their Heirs and Assigns, for and during the natural Lives of the said *John Eyre*, *Frances Bowater*, and *Duncombe Pleydell Bouverie*, and the Life of the longest Liver of them, but freed and absolutely discharged as to all the said Premises of and from all the Uses, Trusts, Limitations, Powers, Provisoos, Conditions, Declarations, and Agreements subsisting or capable of taking Effect in the same respectively, under or by virtue of the said Will of the said *Thomas Duncombe*, or the said Indentures of the Eleventh and Twelfth Days of *June* One thousand seven hundred and ninety respectively; but upon and for the several Trusts, Intents, and Purposes herein-after expressed and contained of and concerning the same (that is to say) upon Trust, that they the said Sir *Lawrence Palk* and *George Rose*, or the Survivor of them, or the Heirs of such Survivor, do and shall with all convenient Speed sell and dispose of the said Manors, and Freehold, Copyhold and Leasehold Hereditaments and Premises, either altogether or in Parcels, and either by public Auction or private Contract, and at such Time or Times as to them or him shall seem proper, and for such Price or Prices as to them or him shall seem reasonable, unto any Person or Persons who shall be willing to become the Purchaser or Purchasers thereof; and do and shall for the Purposes aforesaid, or any of them, enter into, make, and execute all such Contracts, Agreements, Acts, Deeds, Matters, Things, Conveyances, and Assurances, as to them or him shall seem necessary or expedient; but every Sale, Disposition, Contract, Agreement, Act, Deed, Matter, or Thing, Conveyance or Assurance, which shall be made, entered into, had, done, or executed by the said Sir *Lawrence Palk* and *George Rose*, or the Survivor of them, or the Heirs or Assigns of such Survivor, in pursuance of this present Act, shall, during the Life of the said *Robert Eden Duncombe Shafto*, be made, entered into, had, done, and executed with the Consent in Writing of the said *Robert Eden Duncombe Shafto*, and shall after his Decease be made, entered into, had, done, and executed with the Consent of the Person who under the said Will of the said *Thomas Duncombe*, and the said Indentures of the Eleventh and Twelfth Days of *June* One thousand seven hundred and ninety, would for the Time being if this Act had not passed be entitled to the actual Possession, or to the actual Receipt of the

Rents, Issues, and Profits of the said Manors and Freehold, Copyhold, and Leasehold Hereditaments and Premises, unless such Person shall be under Age, then and in that Case with the Consent in Writing of his Guardian or Guardians.

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

Purchaser to pay his Money into the Bank, &c.

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

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

IV. And be it further enacted, That the Monies to arise by the Sale or Sales which shall be made in pursuance of this Act, shall under the Direction of His Majesty's High Court of Chancery be in the First Place applied in discharging all Costs, Charges, and Expences incurred or to be incurred in, about, applying for, passing and obtaining this present Act, and the making and completing such Sale or Sales as aforesaid, or otherwise in the Execution and Performance of the Trusts hereby created; and the Surplus which shall remain of the said Sums of Money, after discharging the said Costs, Charges and Expences, shall, under the same Direction of

Money to arise by Sale in the First Place to pay Expences of Act, &c.

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His Majesty's said Court of Chancery, be invested or laid out in the Purchase of Manors, Messuages, Lands, Tenements, or Hereditaments of an Estate of Inheritance in Possession convenient for the Purposes of the said Settlement; and that all and singular the Manors, Messuages, Lands, Tenements, and Hereditaments so to be purchased shall be conveyed, settled, and assured to such Uses, upon and for such Trusts, Intents, and Purposes, and with, under and subject to the Powers, Provisoos, Declarations, and Agreements, which by virtue of the said Will of the said *Thomas Duncombe*, and the said Indentures of the Eleventh and Twelfth Days of *June* One thousand seven hundred and ninety, shall be then subsisting or capable of taking Effect in the Manors and other Hereditaments situate in the said County of *Huntingdon*, in the said Will and Indentures respectively comprised.

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

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

V. And be it further enacted and declared, That in the mean Time, and until a proper Purchase can be found, the Money arising from the said Sale or Sales shall be laid out in the Purchase of Navy or Victualling Bills, or of Exchequer Bills, and the Interest arising from the Monies so laid out in the Purchase of such Navy, Victualling, or Exchequer Bills, and the Money received for the same as they shall be respectively paid off by Government, shall be laid out in the Purchase of other like Bills, in the Name of the said Accountant General, provided that it shall and may be lawful for the said Court to make such General Order or Orders, or Special Order or Orders if necessary, that whensoever the Exchequer Bills of the Date of those in the Hands of the said Accountant General shall be in the Course of Payment by Government, and new Exchequer Bills shall be issued, such new Exchequer Bills may be received in Exchange for those which are so in the Course of Payment, as shall be effectual for enabling such Receipt in Exchange; and that in that Event the Interest of the old Bills shall be laid out as before directed, with respect to the Interest where the Bills are paid off; all such said Navy or Victualling Bills and Exchequer Bills respectively, whether purchased or exchanged, shall be deposited in the Bank in the Name of the said Accountant General, and shall there remain until a proper Purchase or Purchases be found and approved of, and until the same shall upon a Petition setting forth such Approbation to be preferred to the Court of Chancery in a summary Way by the Person or Persons who would be entitled to the Rents and Profits of the Hereditaments so to be purchased therewith (if the same were purchased and settled), be ordered to be sold by the said Accountant General for the completing such Purchase in such Manner as the said Court shall think just and direct, and that if the Money arising by the Sale of such Navy, Victualling, or Exchequer Bills shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then and in that Case only the Surplus which shall remain, after discharging the Expence of the Applications to the said Court, shall be paid to such Person or Persons respectively as would have been entitled to receive the Rents and Profits of the Lands and Hereditaments hereby directed to be purchased in case the same had been purchased pursuant to this Act, or to the Representatives of such Person or Persons; and it shall and may be lawful for the said Court to make such Order or Orders in a summary Way, touching the Payment or Application of the Monies to be paid into the Bank, and touching such Navy, Victualling, or Exchequer Bills and the Interest thereof, and also to make such Order or Orders for the taxing or ascertaining of all such Costs, Charges,

Charges, and Expences as are herein-before mentioned as the said Court shall think fit.

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

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

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

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

VIII. Provided always, and be it further enacted, That if both or either of them, the said Sir *Lawrence Palk* and *George Rose*, or any future Trustee or Trustees who shall succeed to them, or either of them, or

Power to appoint new Trustees of this Act.

[Loc. & Per.]

shall be appointed in the Stead or Place of them, or either of them, as herein-after mentioned, shall die; or desire to relinquish the Trusts hereby in them or him reposed, or shall refuse or decline to act, or become incapable of acting in the said Trusts; or shall go out of *Great Britain* before the said Trusts shall be fully performed and executed, then, and in every such Case, it shall and may be lawful to and for the said Court of Chancery, in a summary Way, on a Petition to be preferred by the said *Robert Eden Duncombe Shafto* during his Life, or by the Person or Persons who would for the Time being, under the Limitations of the said Will and Indentures, or either of them, be beneficially entitled in Possession to the said Manors, Freehold, Copyhold, and Leasehold Hereditaments and Premises hereby vested or made saleable as aforesaid, if such Person or Persons shall be of full Age; but if such Person or Persons shall be under the Age of Twenty-one Years, then by his, her, or their Guardian or Guardians, during his, her, or their Minority, or respective Minorities, to appoint any Person or Persons to be a Trustee or Trustees in the Stead or Place of the Trustee or Trustees so dying, refusing or declining to act, or becoming incapable of acting, or going out of *Great Britain*; and thereupon all such Hereditaments and Premises, or such of them as shall remain unsold, shall with all convenient Speed be conveyed in such Sort and Manner, and so that the same Trust Estate and Premises shall and may be legally and effectually vested in such new Trustee or Trustees, or jointly with the continuing Trustee or Trustees, as the Circumstances of the Case shall require, 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, or such and so many of the same Trusts as shall or may be then subsisting and capable of taking Effect; and such new Trustee or Trustees shall and may in all Things act in the Management, carrying on, and Execution of the Trusts to which he and they respectively shall be appointed, as fully and effectually, and with all the same Powers and Authorities, to all Intents, Effects, Constructions, and Purposes whatsoever, as if he or they had been originally in and by this Act nominated a Trustee or Trustees for the Purposes for which such new Trustee or Trustees respectively shall be appointed a Trustee or Trustees.

General
Saving.

IX. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Persons and Person, Bodies Politic and Corporate, his, her, and their respective Heirs, Successors, Executors and Administrators, (other than and except the said *Robert Eden Duncombe Shafto* and *Thomas Shafto*, Son of the said *Ann Shafto*, and the respective Sons of their respective Bodies, now born and hereafter to be born, and the Heirs Male of the Bodies of such respective Sons issuing, and the said *George Henry Rose* and *Frances* his Wife, and the Sons of the said *Frances Rose* now born and hereafter to be born, and the Heirs Male of his and their Body and respective Bodies issuing, and the said *Charles Duncombe*, and the Heirs Male of his Body issuing, and every other Son of the said *Charles Slingby Duncombe* now born or hereafter to be born, and the Heirs Male of his and their Body and respective Bodies issuing, and the said *Henry Duncombe*, and his first and other Sons, and the Heirs Male of his and their Body and respective Bodies issuing, and the Trustees named in the said Indenture of the Twelfth Day of *June* One thousand seven hundred and ninety, for preserving contingent Remainders, and the said *Sir Lawrence Palk* and *George Rose*, their Heirs and Assigns,

as Trustees under the said recited Act, or of or under the Purchases, Conveyances, Assignments and Surrenders, herein-before mentioned or referred to, or any of them, but not further or otherwise, and all and every other the Persons and Person who now are or hereafter shall or may or otherwise would or might become entitled to any beneficial Estate, Right, Title or Interest in the said Manors, Freehold, Copyhold, and Leasehold Hereditaments and Premises hereby vested and settled as aforesaid or any of them, under the Will of the said *Thomas Duncombe*, or the said Indentures of the Eleventh and Twelfth Days of *June* One thousand seven hundred and ninety, or as Trustees under the same Will and Indentures, and their respective Heirs, Executors, and Administrators), all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, or out of the said Premises hereby vested and settled as aforesaid, and every or any Part thereof, as they, every, or any of them had before the passing of this Act, or could or might have had, held, or enjoyed in case this Act had not been made.

X. And be it further enacted, That this Act shall be printed by the several Printers to the King's most Excellent Majesty, duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others. Public Act.

THE FIRST SCHEDULE

Referred to by the above Act, being a Description of the Estates remaining unfold of the late *Thomas Duncombe* Esquire, deceased, in the County of *Wils.*

Barford. The Manor, or reputed Manor, Farm, or Tenement called Barford Farm.

The Mansion House called Barford House, with Coach Houses, Stables, Offices, Gardens, Orchards, Hot Houses, Green Houses, Courts, Yards, and Pleasure Grounds, which is now let on Lease to William Broucher Esquire, with Eighteen Acres part of the Ninety-three Acres, One Rood, Twenty-six Perches, hereinafter described as part of Barford Park.

The Farm House, with the Barns, Stables, and other Buildings, Courts, Yards, Garden, and Homestead, with the Appurtenances thereunto belonging, called Barford Farm House, let on Lease to Mr. John Cheyney.

The several Lands, known by the Names, and containing the Quantities following, being Part of Barford Park and Farm, are included in the said Lease to the said John Cheyney, (except the Eighteen Acres comprised in the said Lease to the said William Broucher), viz.

	A.	R.	P.
Part of Barford Park, with the Mansion House, Offices, Yards, and Gardens, containing	-	-	- 93 1 26
Upper Meadow	-	-	- 11 0 24
East Mead or Broad Meadow	-	-	- 10 2 0
The Sling on the West Side of Ditto	-	-	- 1 2 15
The Cliff	-	-	- 6 2 5
A Slip adjoining the North Side of the Cliff, being Part of Horden Field, alias Wall Field	-	-	- 0 3 1
A Slip adjoining the North Side of the Cliff, being part of Horden Field, alias Bulstake Field	-	-	- 0 3 34
Part of Hanger in the Hill, alias Hanging How	-	-	- 3 2 37
Part of Fir Field	-	-	- 49 2 21
Picket Field	-	-	- 26 0 9
The South End of Bishop's Dean, now called the Bottom or Crokers Field	-	-	- 12 0 0
A Slip, being Part of Bishop's Dean, now called Stockman's, Bishop's Dean, or Capehorn Bottom	-	-	- 1 1 22
Capehorn	-	-	- 9 2 12
Kyphorn or Capehorn, now called Paradise Coppice	-	-	- 22 3 19
Barford Down, including a Slip of Berehill	-	-	- 49 0 8
Back Down Field	-	-	- 13 1 27
			312 2 20

In the Parish of Downton, in the County of Wilts.

The Manor of Hamptworth.

Hamptworth.

The several Messuages, Farms, Lands, Tenements, and Hereditaments, now or heretofore known by the Names following, viz.

	A.	R.	P.
John Rice's	25	2	11
Samuel Richardson's	35	3	23
Dan. Winter's	21	2	2
William Rice's	20	0	33
Richard Edmonds's	15	2	37
John Bowles's	7	2	35
John Batten's	6	3	18
Robert Moody's	3	2	27
Elizabeth Batten's	5	0	24
John Batten's	8	0	11
James Winter's	7	1	0
Edward Barter's	1	3	5
Joseph Nutbeam's	14	0	35
William Kerrill's	4	3	20
Moses Wiltshire's	12	3	7
Elizabeth Marchmont's	7	0	9
William Rice's	12	1	2
Mary Snow's	4	3	11
Samuel Richardson's	4	2	24
William Bishop's	0	2	33
Lodge Farm	51	2	16
Woods and Coppices in hand	80	1	9
Messrs. Dears	0	1	18
Mary Cottin's	0	0	25

In the County of Wilts.

Whitehorn Hill, or Withorn Hill's Farm	70	2	31	White Parish.
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In the County of Wilts.

Whitehouse Farm	68	0	34	Landford Parish.
Red Hill's Farm	41	0	12	

Stephen Roger's Farm.

	A.	R.	P.	
In Downton South Field	0	3	20	Downton.
In the same Field	0	2	16	
In the same Field (Stanbury)	0	2	5	
In Scotland Field	0	3	0	
In the New Field	0	2	23	
In the Hind Town Field	0	1	16	
A Piece of Meadow in Duck Lane	0	2	33	
	<hr/>	4	1 33	
		<hr/>	537 2 25	

	A.	R.	P.
Barford Freeholds	312	2	20
Hamptworth	537	2	25
	<hr/>		
Number of Acres in First Schedule	850	1	5

[Loc. & Per.]

39 0

The

The Fishery from Waterhip Lane to Landshire Ditch; Samuel Quinton, formerly Tenant.

Three Ozier Beds; Samuel Eastman, formerly Tenant.

A Dole of Meadow, formerly Roger Curtis's, and for which the late Lord Faversham's Trustees paid a Rent of One Pound Five Shillings; but the very Land cannot be ascertained.

Ger^d. B. Wharton.

THE SECOND SCHEDULE

Referred to by the above Act, being a Description of the Leasehold and Copyhold Lands purchased and settled to the same Uses as the Estates remaining unford of the late Thomas Duncombe Esquire, deceased, in the County of Wilts.

The Leasehold and Copyhold Lands hereinafter mentioned lie intermixed with and form Part of the Park and Farm at Barford; viz.

Barford.

Leasehold Lands for Lives.

	A.	R.	P.
Part of Pound Close, which forms Part of Barford Park	- 15	3	11
Part of Bereford Lee, also Part of Barford Park	- 25	1	7
Hare Spur Mead	- 5	2	0
Home Close (Part of Burford Park)	- 12	3	19
Great Mead	- 9	3	15
Coniger, now forming Part of Barford Park	- 22	0	4
Horden Field, being Part in Barford Park, and forming Wall Field and Bullstake Field	- 117	3	5
A Piece of Land, formerly called Hanger in the Hill, being Part of a Field, now called Hanging How	- 14	0	9
The Great Down, now forming Būrnbeak Bottom Field, and Park Lands and Roads	- 91	1	28
	<u>314</u>	<u>2</u>	<u>18</u>

Copyhold Lands.

Berchill, now called Barford Down	- 50	0	0
Park Lands, now called Old Park Down	- 71	1	0
Stockmans Bishops Dean, now forming Capehorn Bottom, and Part of the Bottom or Croker's Field	- 29	1	7
Green Lane Close divided by the Road, and now lying Part in Bereford Lee, and Part in Fir Field	- 4	0	0
The Island, or Willow Bed	- 0	1	20
	<u>154</u>	<u>3</u>	<u>27</u>

Part of Paccombe Farm.

	A.	R.	P.
Great Paradise	- 8	0	25
Little Ditto	- 2	2	35
The Old Chalk Pit	- 1	1	21

The Fishery from Wild Wear Mill to Standlich Bridge. 12 1 1

	A.	R.	P.
Leaseholds	- 314	3	18
Copyholds	- 154	3	27
Ditto	- 12	1	1

Numbers of Acres in Second Schedule - 482 0 6

Ger^d. B. Wharton.

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