



ANNO DECIMO TERTIO & DECIMO QUARTO

# VICTORIÆ REGINÆ.

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## Cap. 11.

An Act to authorize the Trustees of certain Estates called the *Chandos* Estates, settled by a Deed dated the Third Day of *May* One thousand eight hundred and twenty-eight on the Most Noble *Richard Plantagenet* Duke of *Buckingham and Chandos* and his Issue, to lay out the Monies produced by Sales of Parts of the same Estates in the Purchase of the Family Estates of the said Duke of *Buckingham and Chandos* called the *Buckingham* Estates, notwithstanding certain Family Charges thereon, either with an Indemnity against such Charges, to be approved by the Court of Chancery, or with a proportionate Deduction from the Purchase Money; to extend the Powers of reinvesting a Part of the same Monies; and to authorize the granting of Building Leases of Parts of the first-mentioned Estates; and for other Purposes. [14th August 1850.]

**W**HEREAS by virtue of Indentures of Lease, Appointment, and Release, the Appointment and Release bearing Date the Third Day of *May* One thousand eight hundred and twenty-eight, and made or expressed to be made between the  
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Lease and Release and Appointment, dated 2d and 3d May 1828.

*Duke of Buckingham's Estate.*

Most Noble *Richard* late Duke of *Buckingham and Chandos* and *Anna Eliza* late Duchess of *Buckingham and Chandos* his Wife, both since deceased, of the First Part, the Most Noble *Richard Plantagenet* now Duke of *Buckingham and Chandos* (then the Marquis of *Chandos*) of the Second Part, and Sir *Edward Hyde East* Baronet and the Right Honourable *Chandos* Lord *Leigh* Baron *Leigh* of *Stoneleigh* in the County of *Warwick* (then *Chandos Leigh* Esquire) of the Third Part, and of certain Common Recoveries in the said Indenture of Release and Appointment referred to, all and singular the Manors, Lands, or Hereditaments which might be purchased with all or Part of the Money to arise from the Sale or Sales of certain Manors and other Hereditaments particularly mentioned or comprised in the First Schedule to the said Indenture now in recital annexed, pursuant to the Trust or Direction in that Behalf therein referred to, with their Rights, Members, and Appurtenances, and all and singular the said Manors and other Hereditaments particularly mentioned or comprised in the said First Schedule to the said Indenture now in recital, with their and every of their Appurtenances, (in case and when the said *Richard* Duke of *Buckingham and Chandos* and *Richard Plantagenet* now Duke of *Buckingham and Chandos*, or the Survivor of them, should require a Conveyance of the same or any Part thereof to be made or executed by the Trustees therein named, their Heirs or Assigns, in pursuance of a Power or Direction therein referred to enabling and requiring them the same Trustees, by such Direction as aforesaid, to make such Conveyance as therein mentioned, and which Conveyance was subsequently duly made by Indentures of Lease and Release dated respectively the Thirtieth and Thirty-first Days of *October* One thousand eight hundred and thirty-nine,) were expressed to be appointed, limited, and assured, pursuant to the Powers in the said Indenture now in recital mentioned or referred to, but subject and without Prejudice to certain Limitations and Estates which, and the Purposes for which the same were created, have long since ceased and determined, to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Agreements, and Declarations therein-after expressed and herein-after mentioned or referred to of and concerning the same, (that is to say,) after a Limitation of the said Manors and Hereditaments to the Use of the said *Richard* Duke of *Buckingham and Chandos* and his Assigns for his Life, with a further Limitation to the Use of the said Sir *Edward Hyde East* and *Chandos* Lord *Leigh*, and their Heirs, during the Life of the said *Richard* Duke of *Buckingham and Chandos*, upon the usual Trust to preserve contingent Remainders, (and which said Estates have determined by the Death of the said *Richard* Duke of *Buckingham and Chandos*, as herein-after recited,) with Remainder to the Use of the said *Richard Plantagenet*



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*Plantagenet* now Duke of *Buckingham and Chandos* and his Assigns for his Life, without Impeachment of Waste, with Remainder to the Use of the said Sir *Edward Hyde East* and *Chandos Lord Leigh*, and their Heirs, during the Life of the said *Richard Plantagenet* now Duke of *Buckingham and Chandos*, upon the like Trust to preserve contingent Remainders, with Remainder to the Use of the Right Honourable *Richard Plantagenet Campbell Nugent Chandos Grenville Temple* now Marquis of *Chandos*, and then Earl *Temple*, (therein described as the only Son and Heir Apparent of the said *Richard Plantagenet* now Duke of *Buckingham and Chandos*,) and his Assigns, for his Life, without Impeachment of Waste, with Remainder to the Use of the said Sir *Edward Hyde East* and *Chandos Lord Leigh*, and their Heirs, during the Life of the said *Richard Plantagenet Campbell Marquis of Chandos*, upon the like Trust to preserve contingent Remainders, with Remainder to the Use of the First and every other Son of the Body of the said *Richard Plantagenet Campbell Marquis of Chandos*, severally and successively according to their respective Seniorities in Tail Male, with Remainder to the Use of the Second and every other subsequently born Son of the said *Richard Plantagenet* now Duke of *Buckingham and Chandos*, severally and successively in Tail Male, with Remainder to the Use of the Right Honourable Lady *Anna Eliza Mary*, now the Wife of *William Henry Powell Gore Langton* Esquire, then the Right Honourable *Anna Eliza Mary Grenville* Spinster, and therein described as the only Daughter of the said *Richard Plantagenet* now Duke of *Buckingham and Chandos*, for her Life, without Impeachment of Waste, with Remainder to the Use of the said Sir *Edward Hyde East* and *Chandos Lord Leigh*, and their Heirs, during the Life of the said Lady *Anna Eliza Mary Gore Langton*, upon the like Trust to preserve contingent Remainders, with Remainder to the Use of the First and every other Son of the Body of the said Lady *Anna Eliza Mary Gore Langton*, severally and successively in Tail Male, with Remainder to the Use of the First and every other Daughter of the Body of the said Lady *Anna Eliza Mary Gore Langton*, severally and successively in Tail, with Remainder to the Use of the Second and every other subsequently born Daughter of the Body of the said *Richard Plantagenet* now Duke of *Buckingham and Chandos*, severally and successively in Tail, with Remainder to the Use of the First and every other Daughter of the Body of the said *Richard Plantagenet Campbell Marquis of Chandos*, severally and successively in Tail, with Remainder to such Uses, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, Agreements, and Declarations as the said *Anna Eliza* Duchess of *Buckingham and Chandos* by her last Will and Testament in Writing, or any Codicil or Codicils thereto, or any Writing in the Nature of or purporting to be a Will or Codicil,

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to be by her signed and published in the Presence of and to be attested by Three or more credible Witnesses, should, whether she should be covert or sole, direct, limit, or appoint, and in default of and until such Direction, Limitation, or Appointment, to the Use of the said *Anna Eliza* Duchess of *Buckingham and Chandos*, her Heirs and Assigns, for ever; and by the Indenture now in recital, and pursuant to the Powers therein mentioned or referred to, all and singular the Manors, Messuages, Farms, Lands, Tenements, and other Hereditaments particularly mentioned or comprised in the Second Schedule to the Indenture now in recital, together with the Appurtenances, were appointed, limited, and assured by the said *Richard* Duke of *Buckingham and Chandos* and the said *Richard Plantagenet* Duke of *Buckingham and Chandos* (but subject and without Prejudice to the Uses or Estates therein mentioned or referred to,) to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, Agreements, and Declarations therein-after expressed and declared, and herein-after mentioned or referred to, of or concerning the same, (that is to say,) to such of the Uses, upon and for such of the Trusts, Intents, and Purposes therein-before limited and declared, or expressed to be limited and declared, of and concerning the Manors and other Hereditaments first therein-before limited or expressed to be limited, as were subsequent to the Use or Estate therein-before limited or expressed to be limited in the same Premises to the said *Sir Edward Hyde East* and *Chandos* Lord *Leigh*, and their Heirs, during the Life of the said *Richard* late Duke of *Buckingham and Chandos*; and in the said Indenture now in recital was contained a Power for the successive Tenants for Life, and for the Trustees or Trustee therein named during Minorities, in the Manner in the same Indenture mentioned, to demise the same Manors and Hereditaments, with the Appurtenances, for any Term or Number of Years absolute, not exceeding Twenty-one Years, at Rack Rent, as usual in Settlements of a similar Nature; and it was by the Indenture now in recital further provided, agreed, and declared, that it should be lawful for the said *Sir Edward Hyde East* and *Chandos* Lord *Leigh*, and the Survivor of them, and the Executors or Administrators of such Survivor, at any Time or Times during the joint Lives of the said *Richard* Duke of *Buckingham and Chandos* and *Richard Plantagenet* now Duke of *Buckingham and Chandos*, or the Life of the Survivor of them, with their or his Consent in Writing, or at any Time or Times during the Life of the said *Richard Plantagenet Campbell* Marquis of *Chandos*, as and when by virtue of the Limitations therein-before mentioned or contained he should be in the actual Possession of or entitled to the Rents, Issues, and Profits of all or any of the said Manors and other Hereditaments therein-before severally limited or expressed to be limited, but  
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with the Consent in Writing of the said *Richard Plantagenet Campbell* Marquis of *Chandos* if he should have attained the Age of Twenty-one Years, and also at any Time or Times during the Life of the said Lady *Anna Eliza Mary Gore Langton*, as and when by virtue of the Limitations therein-before mentioned or contained she should be in the actual Possession or entitled to the Rents, Issues, and Profits of all or any of the said Manors and other Hereditaments therein-before limited or expressed to be limited, but with her Consent in Writing in case she should have attained the Age of Twenty-one Years, whether she should be covert or sole, to dispose of and convey, either by way of absolute Sale, or in Exchange for or in lieu of other Manors, Lands, or Hereditaments to be situate somewhere in that Part of *Great Britain* called *England* or in the Principality of *Wales*, all or any Part of the same Manors and other Hereditaments, with their Rights, Members, and Appurtenances, and the Inheritance thereof in Fee Simple, to any Person or Persons whomsoever, for such Price or Prices in Money, or for such an Equivalent or Recompence in Manors, Lands, or Hereditaments, as to them the said Sir *Edward Hyde East* and *Chandos Lord Leigh*, or the Survivor of them, or the Executors or Administrators of such Survivor, should seem reasonable, and also that upon any such Exchange as aforesaid it should be lawful to and for the said Sir *Edward Hyde East* and *Chandos Lord Leigh*, and the Survivor of them, and the Executors or Administrators of such Survivor, to give or receive any Sum or Sums of Money by way of Equality of Exchange, and also that upon Payment of the Money arising by the Sale of the said Premises or any Part thereof, or to be received for Equality of Exchange as aforesaid, or any Part thereof, it should be lawful for the said Sir *Edward Hyde East* and *Chandos Lord Leigh*, and the Survivor of them, and the Executors or Administrators of such Survivor, to sign and give Receipts for the same, and that such Receipts should be sufficient Discharges to the Person or Persons to whom the same should be given for the Money therein respectively acknowledged to be received, and that such Person or Persons, his, her, or their Heirs, Executors, Administrators, or Assigns, should not afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication, or be in anywise obliged or concerned to see to the Application thereof; and it was thereby also agreed and declared, that when all or any Part of the said Manors and other Hereditaments therein-before limited or expressed to be limited should be so sold for a valuable Consideration in Money, or any Money should be so received for Equality of Exchange as aforesaid, they the said Sir *Edward Hyde East* and *Chandos Lord Leigh*, and the Survivor of them, and the Executors or Administrators of such Survivor, should with all convenient Speed lay out and invest the Money to arise by such Sale or Sales, or to be received for Equality of Exchange as aforesaid, in the Purchase of other Manors

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or Hereditaments in Fee Simple in possession, to be situate somewhere in that Part of *Great Britain* called *England* or in the Principality of *Wales*, of a clear and indefeasible Estate of Inheritance, or of Copyhold Lands or Hereditaments convenient to be held with any of the Hereditaments thereby limited or expressed to be limited, or which might be so purchased or received in Exchange as aforesaid, yet so as that every such Purchase be made with the Consent in Writing of the Person or Persons who under or by virtue of the Limitations therein-before contained, or any of them, would be entitled in possession to an Estate of Freehold or of Freehold and Inheritance in the Hereditaments so to be purchased, if such Person or Persons respectively should have attained their Age or respective Ages of Twenty-one Years, and if not with the Consent in Writing of his, her, or their Guardian or Guardians respectively, and moreover that they the said *Sir Edward Hyde East* and *Chandos Lord Leigh*, or the Survivor of them, or the Heirs, Executors, or Administrators of such Survivor, should settle and assure, or cause to be settled and assured, as well the Manors, Lands, and Hereditaments so to be purchased, as the Manors, Lands, and Hereditaments to be received in Exchange as aforesaid, to such and the same Uses, upon such and the same Trusts, and for such and the same Intents and Purposes, and with, under, and subject to such and the same Powers, Provisoos, Conditions, and Agreements, as were in and by the Indenture now in recital limited and declared, or expressed to be limited and declared, of and concerning the said Manors and other Hereditaments therein-before severally limited or expressed to be limited, and which should be so respectively sold or conveyed in Exchange as aforesaid, or as near thereto as the Deaths of Parties and other intervening Accidents would then admit of; and it was thereby further provided, agreed, and declared, that it should be lawful for the said *Sir Edward Hyde East* and *Chandos Lord Leigh*, and the Survivor of them, and the Executors or Administrators of such Survivor, to raise any Sum or Sums of Money which upon any Exchange to be made in exercise of the aforesaid Powers in that Behalf should and might be payable by way of Equality of Exchange by the Trustees or Trustee for the Time being acting in the Exercise of the same, by Mortgage of the Hereditaments to be received by them or him in Exchange as aforesaid, or any Part thereof, or to raise and pay the same, or to pay off and discharge any Mortgage which might be made for the Purpose last aforesaid, by and out of any Monies to arise from any such Sale or Sales as aforesaid, or to be received for Equality of Exchange as aforesaid; and it was thereby agreed and declared, that until the Money arising from such Sale or Sales, or to be received for Equality of Exchange as aforesaid, should be disposed of in the Manner therein-before mentioned, it should be lawful to and for the said *Sir Edward Hyde East* and



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*Chandos Lord Leigh*, and the Survivor of them, and the Executors or Administrators of such Survivor, at their or his Discretion, to place out such Sum or Sums of Money at Interest in the Parliamentary Stocks or Public Funds, or upon Government or Real Securities, in *England* or *Wales*, in their or his Names or Name, and to alter, vary, and transpose such Stocks, Funds, or Securities as Occasion should require; and it was thereby also agreed and declared, that the Interest, Dividends, and annual Produce arising from such Stocks, Funds, and Securities should go and be paid to such Person or Persons, and be applied for such Uses, Intents, and Purposes, and in such Manner, as the Rents, Issues, and Profits of the Manors and other Hereditaments to be purchased therewith would go or be payable or applicable in case such Purchase or Purchases and Settlement as aforesaid were then actually made; and in the said Indenture now in recital was also contained a Power for the said *Richard Duke of Buckingham and Chandos*, and *Richard Plantagenet* now Duke of *Buckingham and Chandos*, or the Survivor of them, or the Executors or Administrators of such Survivor, in the Manner in the same Indenture mentioned, to nominate; substitute, or appoint any Person or Persons to be a Trustee or Trustees in the Stead or Place of a Trustee or Trustees who should die, desire to be discharged, or refuse, decline, or become incapable to act as aforesaid in the Trusts of the same Indenture: And whereas the said *Anna Eliza Duchess of Buckingham and Chandos*, by her last Will and Testament in Writing, bearing Date the Sixth Day of *July* One thousand eight hundred and twenty-eight, signed and published by her in the Presence of and attested by Three Witnesses, appointed her Husband the said *Richard Duke of Buckingham and Chandos*, and her Son the said *Richard Plantagenet* now Duke of *Buckingham and Chandos* (then Marquis of *Chandos*), the said *Sir Edward Hyde East*, and his Son *James Buller East* Esquire, to be her Executors, and to see and direct the Execution of that her last Will and Testament, and the said Testatrix, in exercise and execution of the Power and Authority vested in her by the said Indenture of the Third Day of *May* One thousand eight hundred and twenty-eight, as herein-before is mentioned, and of all other Powers in her vested, or in anywise enabling her in that Behalf, did thereby give, devise, and bequeath the Remainder and Reversion of all her Real Estates, and all other her Estates in *England*, after the Termination of the several Interests for Life and in Tail in the said Indenture limited to her said Son and his Children and Descendants, unto her Cousin the said *Chandos Lord Leigh*, then *Chandos Leigh* Esquire, his Heirs and Assigns, for ever: And whereas the said *Anna Eliza Duchess of Buckingham and Chandos* departed this Life on or about the Sixteenth Day of *May* One thousand eight hundred and thirty-six, without having

Will of the Duchess of Buckingham and Chandos, dated 6th July 1828.

Death of the Duchess of Buckingham and Chandos, 16th May 1836.

revoked



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revoked or altered her said Will, except by a Codicil thereto, which was executed by the Testatrix in the Presence of and attested by Two Witnesses only, and which Codicil did not revoke her aforesaid Appointment of Executors, and Special General Letters of Administration of all and singular the Goods, Chattels, and Credits of the said *Anna Eliza* Duchess of *Buckingham and Chandos* were, on or about the Ninth Day of *November* One thousand eight hundred and thirty-six, granted by the Prerogative Court of the Archbishop of *Canterbury* to the said *Richard* Duke of *Buckingham and Chandos* and *Richard Plantagenet* now Duke of *Buckingham and Chandos*, Sir *Edward Hyde East*, and *James Buller East*, the Executors named in the said Will: And whereas the said *Richard* Duke of *Buckingham and Chandos* departed this Life on or about the Seventeenth Day of *January* One thousand eight hundred and thirty-nine: And whereas an Act of Parliament was passed in the Third Year of the Reign of Her present Majesty, intituled *An Act for giving effect to certain Powers as to Parts of the settled Estates of the Most Noble Richard Plantagenet Duke of Buckingham and Chandos*; and by the said Act, after reciting, amongst other Deeds, Instruments, and Assurances, an Indenture of Appointment bearing Date the Eleventh Day of *May* One thousand eight hundred and nineteen, whereby the said *Richard* Duke of *Buckingham and Chandos* and the said *Richard Plantagenet* now Duke of *Buckingham and Chandos* had, pursuant to the Power therein referred to, jointly appointed the Manors and Hereditaments herein-before mentioned to have been comprised in the Second Schedule to the said recited Indenture of Appointment and Release of the Third Day of *May* One thousand eight hundred and twenty-eight, to the Use of the said *Richard* Duke of *Buckingham and Chandos* in Fee, and also reciting the said last-mentioned Indenture of Appointment and Release, and reciting to the Effect that for the Reasons in the same Act mentioned such Doubts as in the same Act are also mentioned had been suggested relative to the Operation of the same Indenture of Appointment and Release, by reason of the Execution of the said Indenture of Appointment of the Eleventh Day of *May* One thousand eight hundred and nineteen by the said *Richard* Duke of *Buckingham and Chandos* and the said *Richard Plantagenet* now Duke of *Buckingham and Chandos*, it was enacted, that the therein and herein-before recited Indenture of the Third Day of *May* One thousand eight hundred and twenty-eight, and the Appointment thereby expressed to be made by the said *Richard* Duke of *Buckingham and Chandos* and *Richard Plantagenet* now Duke of *Buckingham and Chandos* of the Manors and other Hereditaments particularly mentioned or comprised in the Second Schedule to the same Indenture, should be deemed, taken, and construed to have operated and taken effect, and should operate and take effect, to the same Uses, upon the same Trusts, and with the same

Death of  
Rich. Duke of  
Buckingham,  
17th Jan.  
1839.

Private Act  
as to the  
Buckingham  
and Chandos  
Estates,  
2 & 3 Vict.  
c. 19.



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same Powers and Authorities, and in the same Manner, to all Intents and Purposes, as the same would have operated and taken effect if the therein-recited and herein-before mentioned Indenture or Deed of Appointment of the Eleventh Day of *May* One thousand eight hundred and nineteen had not been made or executed: And whereas the said *Richard Plantagenet Duke of Buckingham and Chandos* has never had any Children, other than and besides the said *Richard Plantagenet Campbell Marquis of Chandos* and the said *Lady Anna Eliza Mary Gore Langton*: And whereas the said *Richard Plantagenet Campbell Marquis of Chandos* is a Bachelor: And whereas the said *Lady Anna Eliza Mary Gore Langton* intermarried with her said Husband, the said *William Henry Powell Gore Langton Esquire*, on the Ninth Day of *June* One thousand eight hundred and forty-six, by whom she has Issue *William Stephen Gore Langton* and *Mary Jane Gore Langton*, and no other Child: And whereas Sales have from Time to Time been made, by the said Trustees of the said Indenture of Settlement of the Third Day of *May* One thousand eight hundred and twenty-eight, of Parts of the said Manors, Messuages, Lands, Tenements, and other Hereditaments comprised in and settled by the same Indenture, pursuant to the said Power or Authority in that Behalf in the same Indenture contained and herein-before recited; and the Monies, or some of them, produced by such Sales, have from Time to Time, pursuant to the Trusts for that Purpose in the same Indenture contained, been reinvested in the Purchase of other Lands and Hereditaments, the greater Part being situate in the County of *Buckingham*, adjoining to or in the Neighbourhood of the Family Estates of the said *Richard Plantagenet Duke of Buckingham and Chandos*, commonly called the *Buckingham Estates*, situate at or near to *Stowe* and *Wotton* in the said County of *Buckingham*: And whereas the said *Sir Edward Hyde East*, One of the said Trustees of the said Indenture of Settlement of the Third Day of *May* One thousand eight hundred and twenty-eight, departed this Life on or about the Eighth Day of *January* One thousand eight hundred and forty-seven, leaving the said *Chandos Lord Leigh* his Co-trustee him surviving: And whereas further and extensive Sales of Parts of the said Messuages and Hereditaments comprised in the said recited Indenture of Settlement of the Third Day of *May* One thousand eight hundred and twenty-eight have lately been effected, pursuant to the Powers in the same Indenture contained, and the said *Chandos Lord Leigh*, as such surviving Trustee as aforesaid, has now in his Hands a considerable Sum of Money which has been derived from the aforesaid Sales, and it is intended that further Sales should forthwith be effected, under the Powers in the same Indenture contained: And whereas the said Estates called the *Buckingham Estates* are for the most Part ancient Family Estates belonging to the Dukes

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of *Buckingham and Chandos* and their Ancestors, and the same being heavily mortgaged and incumbered, the Sale thereof for Payment of the Incumbrances thereon has become unavoidable: And whereas the said *Buckingham* Estates offering in all respects a proper Investment for the Monies produced by such Sales of the said Manors and Hereditaments comprised in and settled by the said recited Indenture of the Third Day of *May* One thousand eight hundred and twenty-eight as aforesaid, and it being most desirable that the said *Buckingham* Estates, or Part thereof, should be preserved in the Family, Negotiations have been entered into and Arrangements commenced for the Purchase, pursuant to the Powers in the said Indenture of Release and Settlement of the Third Day of *May* One thousand eight hundred and twenty-eight contained, and herein-before recited, of a considerable Portion of the same Estates, with and out of the Monies which have arisen and are to arise from such Sales as aforesaid: And whereas a Particular of the said Estates so proposed to be purchased is contained in the First Schedule to this Act annexed: And whereas upon the Investigation of the Title to the said Estates so proposed to be purchased, it has been objected that the Purchase thereof with and out of the said Monies cannot, according to Law, be completed, by reason of the same being incumbered with certain Family Charges, being the Charges herein-after mentioned, which cannot be at present removed, (that is to say,) a contingent annual Sum or yearly Rent-charge not exceeding Four thousand Pounds, charged on the said Estates proposed to be purchased, jointly with other Estates, for the Jointure of the said *Mary* now Duchess of *Buckingham and Chandos* for her Life, in case she shall survive the said *Richard Plantagenet* Duke of *Buckingham and Chandos*, and a Principal Sum of Two thousand Pounds for the Benefit of the said *Mary* Duchess of *Buckingham and Chandos* in case she shall survive the said *Richard Plantagenet* Duke of *Buckingham and Chandos*, and the Securities for the same respectively, Two Principal Sums of Twenty thousand Pounds and Twenty thousand Pounds charged on the said Estates proposed to be purchased, jointly with such other Estates as aforesaid, in part for the Portions of the Daughters and younger Sons of the said *Richard Plantagenet* Duke of *Buckingham and Chandos* by the said *Mary* Duchess of *Buckingham and Chandos*, and the Securities for the same, and an annual Sum or yearly Rent-charge of One thousand five hundred Pounds now payable to or for the Benefit of the Right Honourable *George* Lord *Nugent* during his Life, and charged exclusively on a Part of the said Estates so proposed to be purchased, situate at *Wotton* aforesaid: And whereas the Particulars of the said respective annual Sums or yearly Rents-charge, and of the said Principal Sums, and of the Interest which may become payable in respect thereof, and the Securities for the same respectively, and of the Deeds whereby the same were



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respectively charged, are specified in the Second Schedule to this Act annexed: And whereas a considerable Portion of the said other Estates so jointly liable as aforesaid with the said Estates proposed to be purchased for Payment of the said annual Sum or yearly Rent-charge of Four thousand Pounds, and the said Principal Sums of Two thousand Pounds, Twenty thousand Pounds, and Twenty thousand Pounds, have been already sold, for Payment of the Charges by way of Mortgage thereon; and by an Arrangement made upon the Occasion of the Sales thereof, the said Estates so proposed to be purchased as aforesaid have, as between the Purchasers of the said other Estates and the said *Richard Plantagenet Duke of Buckingham and Chandos, Richard Plantagenet Campbell Marquis of Chandos*, and the Mortgagees of the said Estates so proposed to be purchased, become exclusively liable in Equity to bear and satisfy the same annual Sum or yearly Rent-charge and the said Principal Sums, together with all Costs, Charges, and Expenses whatsoever to be occasioned by Nonpayment or Nonsatisfaction of the same Charges or any of them, in exoneration and discharge of all and singular the other Estates whatsoever subject at Law or in Equity to the same Charges respectively, and to indemnify the Owners or Owner of such other Estates against all Losses, Costs, Charges, Damages, and Expenses whatsoever which they, he, or she may sustain or incur by reason of any Resort to such other Estates for Payment of said Charges: And whereas it is considered that the Estates so proposed to be purchased, and the several Persons who will become entitled to the same under the Limitations in the said recited Indenture of the Third Day of *May* One thousand eight hundred and twenty-eight contained, may be effectually protected from all Losses on account of the same Charges and Securities, by means of Indemnities, to be effected under the Approbation of Her Majesty's High Court of Chancery as to the Value, Amount, and Nature thereof, and the said Principal Sums of Twenty thousand Pounds and Twenty thousand Pounds, without Risk of Loss to the same Persons, be permitted to remain charged on the said Estates, and the said *Chandos Lord Leigh*, or other the Trustees or Trustee for the Time being of the said recited Indenture of the Third Day of *May* One thousand eight hundred and twenty-eight, be authorized to purchase the said Estates subject to the same Principal Sums and Interest, and to make a proportionate Deduction from the Purchase Money which would otherwise be payable for the same Estates; and that as respects the said annual Sum or yearly Rent-charge of One thousand five hundred Pounds so payable to the said *George Lord Nugent* during his Life as aforesaid, the Purchase of the said Part charged therewith of the said *Buckingham* Estates might reasonably be made subject thereto, with a Deduction from the Purchase Money for the same Part of the said Estates, of such a Sum as shall be the  
Value



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Value in a gross Sum of the same annual Sum or yearly Rent-charge, at the Time when the Purchase of the same Part of the said Estates shall be made: And whereas it is highly desirable for and will be of great Advantage to the said *Richard Plantagenet Duke of Buckingham and Chandos*, the said *Richard Plantagenet Campbell Marquis of Chandos*, and the several other Persons claiming Estates under the Limitations in the said recited Indenture of the Third Day of *May* One thousand eight hundred and twenty-eight contained, that the said Purchase of the said Estates so proposed to be purchased should be made and completed, notwithstanding the said respective Charges, and the Securities for the same, and that the said *Chandos Lord Leigh*, or other the Trustees or Trustee of the said Powers of Sale and Exchange, contained in the said Indenture of the Third Day of *May* One thousand eight hundred and twenty-eight, should be authorized to accept such Indemnities as aforesaid accordingly against the same Charges and Securities, or some or One of them, or, as to the said Principal Sums of Twenty thousand Pounds and Twenty thousand Pounds, and Interest, and the said annual Sum or yearly Rent-charge of One thousand five hundred Pounds so payable to the said *George Lord Nugent*, to purchase the said Estates subject to the same Principal Sums and Interest and the said annual Sum or yearly Rent-charge, and to make a proportionate Deduction from the Purchase Money which would otherwise be payable for the same Estates: And whereas the Mortgages now subsisting upon the said *Buckingham* Estates, or the greater Number of such Mortgages, are constituted by Demises of the Life Estate therein of the said *Richard Plantagenet Duke of Buckingham and Chandos* for Terms of Years determinable with the Life of the said *Richard Plantagenet Duke of Buckingham and Chandos*, such Terms being for Sixty Years or upwards from their Creation, determinable as aforesaid, and by Grants and Conveyances of the Remainder or Reversion in Fee Simple immediately expectant on the Decease of the said *Richard Plantagenet Duke of Buckingham and Chandos* in the Hereditaments comprised therein; and in the said Mortgages, or the greater Number thereof, are contained Powers for the Mortgagees to sell the Hereditaments comprised in their Securities, as well for the said Terms of Years therein, determinable as aforesaid, as also for the Remainder or Reversion in Fee Simple immediately expectant on the Decease of the said *Richard Plantagenet Duke of Buckingham and Chandos*: And whereas the Powers in the said recited Settlement of the Third *May* One thousand eight hundred and twenty-eight will be substantially exercised and complied with, if the Purchase of the Remainder or Reversion in Fee Simple in the same Estates, expectant on the Determination of the Life Estate of the said *Richard Plantagenet Duke of Buckingham and Chandos*, were made with an Assignment of a long Term of Years in possession  
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*Duke of Buckingham's Estate.*

in the same Estates, determinable upon his Decease, instead of a Conveyance of such Life Estate or Freehold in possession: And whereas it would materially facilitate the carrying into effect the Purchase of the said *Buckingham* Estates, if Power were given to complete the said Purchase in the Manner last herein-before mentioned: And whereas a Part of the said *Wotton* Estate consists of the Church and Rectory of *Ashendon* in the County of *Buckingham*, with the Appurtenances, comprising divers Closes, Pieces or Parcels of Land, and Cottages, containing together One hundred and eight Acres or thereabouts, and also a Half-yard Land, containing by Estimation about Ten Acres, situate at *Great* or *Little Pollicott* in the said Parish of *Ashendon*, and also a Rent-charge of Three hundred Pounds Seventeen Shillings and Nine-pence in lieu of the Tithes arising out of the Lands of *Great* and *Little Pollicott* aforesaid, forming Part of the said *Wotton* Estate, situate in the said Parish of *Ashendon*: And whereas the said Lands and Rent-charge in lieu of Tithes are held by a Lease for Twenty-one Years under the Dean and Chapter of the Cathedral Church of *Christ* in *Oxford*, at and under certain Rents, Reservations, and Services, the Lease whereof is renewable by Usage on Payment of Fines, and the said Leasehold Lands lie intermixed with the Freehold Hereditaments constituting the same Estate, and are most desirable to be held therewith: And whereas the Particulars of said Leasehold Premises, and of the Lease by which the same has been demised and is now held, are specified in the First Part of the Third Schedule to this Act annexed: And whereas the Manor of *Radcliffe-cum-Chackmore* and the Lordship of *Hagley* in the County of *Buckingham*, together with certain Lands and Hereditaments situate in *Radcliffe* aforesaid, containing together Five hundred and two Acres or thereabouts, have been held with the said *Stowe* Estate, and it is desirable that the same should continue to be held therewith: And whereas the said last-mentioned Manor and Hereditaments are held by a Lease for the unexpired Residue of a Term of Twenty Years under the Warden and the Scholars of *Saint Mary's College* of *Winchester* in *Oxford*, commonly called *New College* in *Oxford*, at and under certain Rents, Reservations, and Services, and the said Lease is renewable by Usage on Payment of Fines: And whereas the Particulars of the said last-mentioned Leasehold Premises, and the Lease by which the same has been demised and is now held, are specified in the Second Part of the Third Schedule to this Act annexed: And whereas there is no Power in the said Indenture of the Third Day of *May* One thousand eight hundred and twenty-eight contained, of laying out any Portion of the Monies to be derived from Sales of the Manors and Hereditaments therein comprised, in the Purchase of Leasehold Hereditaments: And whereas it would be of

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*Duke of Buckingham's Estate.*

great Advantage to the several Persons claiming Estates under the Limitations in the said recited Indenture of Settlement contained, if, in case the Purchase of the other Parts of the said *Stowe* and *Wotton* Estates should be made, the Powers of reinvesting the said Monies, or a sufficient Part thereof, were extended to the Purchase of the said Leasehold Premises, with proper Provisions for the Renewal of such Leases, and the raising and Payment of the Fines for such Renewals: And whereas Parts of the Hereditaments comprised in and settled and assured by or now subject to the Limitations of the said recited Indenture of Appointment and Release of the Third *May* One thousand eight hundred and twenty-eight, consist of Three undivided Fifth Parts or Shares of a Farm and Lands called *Oxgate*, situate in and near the *Edgware Road* in the Parish of *Willesden* in the County of *Middlesex*; and the said *Chandos* Lord *Leigh*, as such Trustee as aforesaid, is in negotiation for the Purchase of the remaining Two undivided Fifth Parts or Shares of the same Farm and Lands, and the said *Chandos* Lord *Leigh*, as such Trustee as aforesaid, is also in negotiation for the Purchase of Three small Pieces of Land containing respectively One Rood and Twenty-seven Perches, Two Acres, and One Rood and Twenty-eight Perches, or thereabouts, adjoining the said last-mentioned Farm and Lands, and situate in the Parish of *Willesden* aforesaid: And whereas a Particular of the said Farm and Lands is contained in the First Part of the Fourth Schedule to this Act annexed, and the said Three several Pieces of Land, containing One Rood Twenty-seven Perches, Two Acres, and One Rood and Twenty-eight Perches, are more particularly described in the Second Part of the same Schedule: And whereas other Parts of the Lands comprised in, and settled and assured by, or now subject to the Limitations of the said recited Indenture of Appointment and Release of the Third Day of *May* One thousand eight hundred and twenty-eight, consist of a Piece of Land situate in *Portland Place* in the Parish of *Marylebone* in the same County, and of a Coach-house, Stables, and Vaults situate in *Cleveland Yard* in the Parish of *Saint James* within the Liberty of *Westminster*, and the said last-mentioned Piece of Land, and the Site of the said Coach-house, Stables, and Vaults, and the said Lands in the Parish of *Willesden*, offer eligible Sites for Residences and other Buildings, and it is considered, from the increased Demand for Houses and other Buildings in *London* and in the Neighbourhood thereof, that the same might be respectively let to great Advantage for Building Purposes: And whereas the said Piece of Land in *Portland Place*, and the said Coach-house, Stables, and Vaults in *Cleveland Yard* respectively, are more particularly described in the Third and Fourth Parts of the said Fourth Schedule to this Act: And whereas there is no Power in the said recited Indenture



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of Appointment and Release contained, of granting Leases for Building Purposes: And whereas it would be beneficial to the several Persons entitled to Estates under the Limitations in the said Indenture of the Third Day of *May* One thousand eight hundred and twenty-eight contained, if Leases for Building Purposes were authorized to be granted of the said Lands and Premises at *Willesden* and in *Portland Place* and in *Cleveland Yard* aforesaid, and if, with a view to such Building Purposes, a Part of the Monies derived or to be derived from Sales of the said Manors and Hereditaments comprised in the same Indenture, were authorized to be laid out and applied in making the Roads, Drains, and Sewers, and in Formation of Streets, Squares, Avenues, and Enclosures to the said Lands, or some of them, proposed to be granted for Building Purposes: And whereas the Life Estate of the said *Richard Plantagenet Duke of Buckingham and Chandos* under the Limitations in the said Indenture of the Third Day of *May* One thousand eight hundred and twenty-eight contained is subject to or affected by the several Charges and Dispositions specified in the Fifth Schedule to this Act annexed: And whereas the several beneficial Purposes aforesaid cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subject, the said *Richard Plantagenet Duke of Buckingham and Chandos*, doth most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen'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 it shall and may be lawful to and for the said *Chandos Lord Leigh*, or other the Trustees or Trustee for the Time being of the Powers of Sale and Exchange in the said recited Indenture of Settlement of the Third Day of *May* One thousand eight hundred and twenty-eight, and he and they, as the Case may be, is and are hereby fully authorized and empowered, in the Exercise of the same Powers, to effect and complete the Purchase of the Estates mentioned or specified in the said First Schedule to this Act, or either of them, or any Part or Parts thereof respectively, with and out of the Monies which have arisen or shall hereafter arise by Sales of the said Manors and Hereditaments comprised in and settled and assured by, or which are or shall become subject to the Uses of, the said recited Indenture of the Third of *May* One thousand eight hundred and twenty-eight, or any of them, notwithstanding the said annual Sums or yearly Rents-charge, and the said Principal Sums, and any Interest for the same Principal Sums, and the Securities for the same respectively, so charged thereon as aforesaid, and specified in the said Second Schedule to this Act annexed or any of them, and notwithstanding the said herein-before mentioned Indemnity against the said Charges, and any Costs Charges, and Expenses

Power to Trustees of the Settlement of 3d of May 1828 to purchase the Hereditaments comprised in the First Schedule, notwithstanding the Family Charges specified in the Second Schedule.



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in respect thereof respectively; and such Purchase may be made (in case such Indemnity or Indemnities shall be made and executed as herein-after provided) without making any Deduction from the Amount of Purchase Money to be paid for the same Estates, by reason or on account of the said several Charges, Incumbrances, and Securities, or any of them, or any Interest for the same, and as if the said several Charges, Incumbrances, and Securities, and the said Indemnity, did not exist; or such Purchase Money may be made subject to the Payment out of the said Estates to be so purchased of the said Two several Sums of Twenty thousand Pounds and Twenty thousand Pounds, or either of them, or any Part or Parts thereof respectively, and the Interest for the same Sums respectively, or either of them, or any Part or Parts thereof, and in such Case a proportionate Deduction shall be made from the Purchase Money which would otherwise be payable for the said Estates, or, as respects the said annual Sum or yearly Rent-charge of One thousand five hundred Pounds so payable to the said *George Lord Nugent* during his Life as aforesaid, such Purchase of the Hereditaments charged therewith may be made subject to the Payment out of the same Hereditaments of the same annual Sum or yearly Rent-charge, and all Costs, Charges, and Expenses in respect thereof, and to the Securities for the same, and all Powers and Remedies for securing Payment thereof respectively, and in such Case such a Deduction out of the Purchase Money which would otherwise be payable for the Hereditaments charged therewith, shall be made as herein-after mentioned; and from and after the Completion of the said Purchase, the said Estates to be so purchased shall (in case such Purchase shall be effected subject to the said Principal Sums of Twenty thousand Pounds and Twenty thousand Pounds, and the said annual Sum or yearly Rent-charge of One thousand five hundred Pounds, with a Deduction from the Purchase Money in respect thereof, or as to such One or more of them as to which the said Estates may be so purchased subject as aforesaid), as between the several Persons now or hereafter to become entitled thereto under the Limitations contained in the said recited Indenture of Settlement of the Third Day of *May* One thousand eight hundred and twenty-eight, and the Owner or Owners for the Time being of the other Estates liable, jointly with the said Estates to be so purchased, to the said Two several last-mentioned Principal Sums and Interest, and the said annual Sum or yearly Rent-charge of One thousand five hundred Pounds, become exclusively liable in Equity to the Payment of the same Principal Sums and Interest, or such One of the same Sums and Interest, or such Part or Parts thereof respectively, or of either of them, as the said Estates shall be purchased subject to as aforesaid, and to the Payment of the said annual Sum or yearly Rent-charge  
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of One thousand five hundred Pounds; and to indemnify the Owners or Owner for the Time being of the said other Estates from all Losses, Costs, Charges, Damages, and Expenses which they, he, or she, their, his, or her Heirs, Executors, or Administrators, may sustain or incur by reason of any Resort to the said other Estates, or any Part or Parts thereof, for Payment of the said Principal Sums and Interest, and the said annual Sum or yearly Rent-charge of One thousand five hundred Pounds, or such one of them or such Part or Parts thereof respectively as the said Estates shall be so purchased subject to, with such Deduction from the Purchase Money to be paid for the Estates so to be purchased as aforesaid; and in case the said Purchase of the said Hereditaments subject to and charged with the said annual Sum or yearly Rent-charge of One thousand five hundred Pounds shall be so made subject to the same Charge, with a Deduction from the Purchase Money in respect of the same Charge as aforesaid, the Amount or Proportion of the Purchase Money which shall be so deducted in respect of the same annual Sum or yearly Rent-charge of One thousand five hundred Pounds, shall be a gross Sum, and shall not be less in Amount than the Value of the same annual Sum (at the Time when the Purchase of the Hereditaments charged therewith or liable thereto shall be made), calculated according to the Tables contained in and referred to by an Act passed in the Thirty-sixth Year of the Reign of His late Majesty King *George* the Third, intituled *An Act for repealing certain Duties on Legacies and Shares of Personal Estates, and for granting other Duties thereon, in certain Cases.* 36 G. 3. c. 52.

II. And be it further enacted, That it shall be lawful for the said *Chandos* Lord *Leigh*, and such other Trustees or Trustee as aforesaid, with the Approbation of the said Court of Chancery, to be signified as herein-after is mentioned, to accept, on behalf of the Persons entitled to Estates under the Limitations in the said Indenture of Settlement of the Third Day of *May* One thousand eight hundred and twenty-eight contained, and also on his own Behalf, as well in respect of his Estate and Interest as such Trustee of the same Settlement as aforesaid, as in respect of the said Estate and Interest to which he is beneficially entitled as aforesaid, and on behalf of other the Trustees or Trustee for the Time being of the same Indenture of Settlement, such an Indemnity or Indemnities as is herein-after mentioned or referred to against any Losses which may happen or accrue to the said Estates which may be so purchased, or any of them, or any Part thereof, or any Persons entitled thereto under the same Limitations, by reason or on account of the said respective annual Sums, and the said Principal Sums, and the Interest for the same, and the Securities for the same respectively, specified in the said Second Schedule hereto,

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Power to  
Trustees to  
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against the  
Charges.



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other than and except the Sum or Sums of Money and annual Rent-charge which such Purchase or Purchases may be made subject to as aforesaid, and the said Indemnity against the said Charges, or such of them as shall be for the Time being subsisting, and any Costs, Charges, and Expenses in respect thereof; (that is to say,) such Indemnity or Indemnities may be made or effected by means of a Charge or Charges of annual or Principal Sums, present or deferred, on Fee Simple or Copyhold or Customary and Leasehold Estates, or any of them, or on any Personal Estate, or by means of Assurances on a Life or Lives or Survivorships, already effected or hereafter to be effected, for Principal Sums, or by the Purchase or Insurance of any present or deferred Annuities, and with a Charge or Security on any Life Estate or Interest in any Real or Personal Estate for Payment of the Premiums and other Expenses, and Payments of or for any Insurances in respect whereof Premiums and other Expenses shall be payable, or such Indemnity or Indemnities may be made by all or any One or more of such Means, or partly by one or more such Means and partly by the other or others of such Means, or such Indemnity or Indemnities may be made and be of such other Nature or Description, and may be effected in such other Manner and by such other Means, as shall in the Manner herein-after mentioned be approved of by the said Court of Chancery, such Approbation to be verified as herein-after mentioned: Provided nevertheless, that no such Indemnity or Indemnities shall be accepted or taken by the said *Chandos* Lord *Leigh*, or other such Trustees or Trustee as aforesaid, under the Provisions of this Act, unless and until the same, both as respects the Nature thereof and the Amount or Value of the same, shall have been approved of by an Order of the High Court of Chancery, such Order to be obtained as herein-after is mentioned: Provided always, that previous to any Purchase, with an Indemnity as aforesaid, being made and completed under the Authority of this Act an Indemnity or Indemnities of the Nature and Kind herein-before mentioned and authorized, for the Purpose of protecting the Estates to be so purchased from and against the said Charges, Incumbrances, and Securities specified in the said Second Schedule to this Act, or such of them as shall be then subsisting, and from the Indemnity herein-before mentioned to have been given against the said Charges, and the Costs, Charges, and Expenses in respect thereof respectively, shall be made and executed; and the Nature or Extent or Value of such Indemnity or Indemnities, and the Manner and Form in which the same or any of them shall be made, shall be from Time to Time settled and approved of by the said Court of Chancery, which for that Purpose is hereby authorized and required from Time to Time to receive such Applications as herein-after mentioned, and make such Orders and give such Directions therein as to said Court may seem expedient and proper:

Indemnity not to be accepted until approved by the Court of Chancery.

Nature and Form of Indemnity to be settled by the Court of Chancery.



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proper: Provided always, that such Application may be made upon a Petition in a summary Way, to be presented to the said Court by or on behalf of all or any or One of the Persons interested or entitled under the Limitations of the said Settlement of the Third Day of *May* One thousand eight hundred and twenty-eight.

Application to be made in a summary Way.

III. And be it enacted, That it shall be lawful for the said *Chandos* Lord *Leigh*, or other such Trustee or Trustees for the Time being as aforesaid, and he or they, as the Case may be, are hereby fully authorized and empowered, in the Exercise of the said Powers of Sale and Exchange, if they or he shall so think fit, to make and complete the Purchase of the said Estates mentioned or specified in the said First Schedule, or any of them, or any Part or Parts thereof, in the Manner following; (that is to say,) the Purchase may be made of the Remainder or Reversion in Fee Simple expectant on the Decease of the said *Richard Plantagenet* Duke of *Buckingham and Chandos* of and in the Hereditaments for the Time being proposed to be purchased; and instead of the Purchase being made of the Freehold in possession during the Life of the said *Richard Plantagenet* Duke of *Buckingham and Chandos*, the Purchase may be made of the Hereditaments so for the Time being proposed to be purchased, for the Remainder of any Term of Years, not being a less Term than for Sixty Years from its original Creation, for which the same Hereditaments have been demised, determinable with the Life of the said *Richard Plantagenet* Duke of *Buckingham and Chandos*, the Term nevertheless for which such Purchase of the said Hereditaments is authorized to be made being in every Case such as will entitle the Person or Persons who otherwise would be entitled to the Freehold in possession of the Hereditaments so to be purchased, or the said *Chandos* Lord *Leigh*, or other such Trustees or Trustee for the Time being, to the immediate Possession under the said Term of the Hereditaments comprised therein; and it shall be lawful for the said *Chandos* Lord *Leigh*, or other such Trustees or Trustee for the Time being as aforesaid, to accept and take to himself or themselves, or to cause or procure to be made to any other Person or Persons, an Assignment or Assignments of such Term or respective Terms of Years accordingly, upon such Trusts as will best or nearest correspond with the Uses which ought to have been limited of the Hereditaments comprised in such Term or Terms of Years, in case the same had been conveyed for a Freehold Interest in possession, instead of for a Term or Terms of Years only.

Power to complete Purchase of Buckingham Estates, on procuring Assignment of Residue of a Term of 60 Years, determinable on the Decease of the Duke, instead of Freehold in possession during his Life.

IV. And be it enacted, That in case the Purchase of the Manors and Hereditaments forming the said *Wotton* Estate, or forming the *Stowe*

Power to purchase the Leaseholds



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&c. comprised in the Third Schedule.

*Stowe* Estate, or any of the said Lands respectively, or any Part thereof, shall be made and carried into effect under the Powers in the said recited Indenture of the Third Day of *May* One thousand eight hundred and twenty-eight, and this Act, or either of them, contained, it shall be lawful for the said *Chandos* Lord *Leigh*, or other the Trustees or Trustee for the Time being of the Powers of Sale and Exchange in the same Indenture contained, to purchase, inclusively with the said *Wotton* Estate, or the Part of the same Estate which may be so purchased, the said Leasehold Rectory, Pieces or Parcels of Glebe Land, Rent-charge, and Hereditaments comprised in and demised by the said Indenture of Lease mentioned in the First Part of said Third Schedule hereto, and to purchase, inclusively with the *Stowe* Estate, or the Part of the same Estates which may be so purchased, the said Leasehold Manor, Lands, and Hereditaments comprised in and demised by the Indenture of Lease mentioned in the Second Part of the said Third Schedule hereto, and to pay and apply a competent Part of the Monies for the Time being in his or their Hands applicable to the Purchase of any Manors, Lands, and Hereditaments to be settled to the Uses of the said Indenture of Settlement, not exceeding the Sum of Twelve thousand Pounds in or towards the Purchase of the same firstly-mentioned Leasehold Premises, and not exceeding the Sum of Four thousand five hundred Pounds in or towards the Purchase of the secondly-mentioned Leasehold Premises, accordingly; and the said *Chandos* Lord *Leigh*, or other the Trustees or Trustee for the Time being of the same Indenture of Settlement, shall settle and assure, or cause to be settled and assured, the said Leasehold Hereditaments, or such of them as may be so purchased, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, and Declarations, as, allowing for the Difference in the Tenure, will best or nearest correspond with the Uses, Trusts, Intents, and Purposes, Powers, Provisoos, and Declarations, in and by the same Indenture of Settlement declared and contained of and concerning the Freehold Hereditaments, from the Sale whereof the Monies to be paid and applied in the Purchase of the said Leasehold Premises has or shall have arisen, or as near thereto as the Deaths of Parties and other intervening Circumstances will then admit, yet so that the same Leasehold Premises shall not vest absolutely in any Child who by virtue of the Limitations in the same Indenture contained, now is or may become, by Purchase, Tenant in Tail Male or Tail General of the said Manors and Hereditaments, which may be so purchased with and out of such Monies as aforesaid, and who shall not attain the Age of Twenty-one Years, or dying under that Age have Issue inheritable to the Estate Tail, or, as the Case may be, the first of the Estates Tail which shall be vested in such Child, and, further,



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further, that such Provisions shall be inserted in the Settlements so to be made of the same Leasehold Premises as aforesaid, for renewing the same from Time to Time as Occasion shall require, and for defraying the Fines, Fees, and Expenses of Renewal or Renewals, from Time to Time, with and out of the improved yearly Rents, Issues, and Profits of the Premises so to be purchased, and of which such Renewals are to be made respectively, or by Mortgage thereof, if found necessary; and as often as any such Mortgage shall be made, then the same improved yearly Rents, Issues, and Profits shall from Time to Time be applied in or towards Satisfaction of the Money so raised by Mortgage as aforesaid, and the Interest thereof, as the Trustees or Trustee for the Time being of the Powers of Sale and Exchange shall judge expedient.

V. Provided always, and be it further enacted, That no Vendor, Mortgagee, or Incumbrancer of the said Estates so proposed to be purchased, or any Part thereof, or any other Person dealing with the said *Chandos Lord Leigh*, or such other Trustees or Trustee as aforesaid acting or assuming to act under the Authority of this Act, shall be bound to inquire whether the Provisions herein-before contained or any of them have been complied with, or be affected by express Notice that the same or any of them have not been complied with.

Noncompliance with Provisions of Act not to affect Vendor of Estates.

VI. Provided also, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to exonerate the said *Chandos Lord Leigh*, or other the Trustees or Trustee for the Time being of the Powers of Sale and Exchange contained in the said recited Indenture of the Third Day of *May* One thousand eight hundred and twenty-eight, from any Obligation to which, but for this Act. he or they would have been liable, to investigate the Title to the said Estates herein-before authorized to be purchased, or to see that such Title is free from Objection, except in the Particulars notwithstanding which the Purchase is hereby authorized to be made.

Nothing herein to exonerate the Trustees from Obligation to investigate Title to Estates hereby authorized to be purchased.

VII. And be it further enacted, That from and after the passing of this Act it shall be lawful for the said *Richard Plantagenet Duke of Buckingham and Chandos*, during his Life, with the Consent in Writing of the said *Richard Plantagenet Campbell Marquis of Chandos*, his Executors or Administrators, and also to and for the said *Richard Plantagenet Campbell Marquis of Chandos* and *Lady Anna Eliza Mary Gore Langton*, as and when, by virtue of the Limitations contained in the said recited Indenture of the Third Day of *May* One thousand eight hundred and twenty-eight, they shall respectively be in the actual Possession or entitled to the Receipt of the Rents and

Power to grant Building Leases for 99 Years of Estates in Fourth Schedule.

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Profits



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*Duke of Buckingham's Estate.*

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Profits of the said Pieces or Parcels of Ground specified in the First, Second, Third, and Fourth Parts of the said Fourth Schedule to this Act respectively, nevertheless, as to the Lands comprised in the said First Part of the said Fourth Schedule, after the Purchase herein-before stated to be in negotiation of the Two undivided Fifth Parts thereof shall have been completed, and as to the several Pieces of Land mentioned in the said Second Part of the said Fourth Schedule, after the Purchase herein-before stated to be in negotiation of the last-mentioned several Pieces of Land shall have been completed, from Time to Time during their respective Lives, and notwithstanding the Coverture of the said Lady *Anna Eliza Mary Gore Langton*, and whether she shall be covert or sole, and also to and for the said *Chandos Lord Leigh*, or other the Trustees or Trustee for the Time being under the said Indenture of the Third Day of *May* One thousand eight hundred and twenty-eight, of the said Power of leasing for Twenty-one Years, in the same Indenture contained, from Time to Time during the Minority or respective Minorities of any Child or Children who, by virtue of any of the said Limitations contained in the said Indenture of the Third Day of *May* One thousand eight hundred and twenty-eight, shall be entitled to any Estate of Freehold and Inheritance in possession of or in the same respectively, by any Deed or Deeds, to be signed, sealed, and delivered by him, her, or them respectively in the Presence of One or more Witness or Witnesses, to demise or lease all or any Part or Parts of the said Pieces or Parcels of Ground, Hereditaments, and Premises specified in the said Four several Parts of the said Fourth Schedule to this Act respectively, for any Term or Number of Years not exceeding Ninety-nine Years in possession, to any Person or Persons whomsoever who shall be willing substantially to improve or repair any of the present or any future Houses or Buildings upon any Part of the same Lands respectively, or to erect and build any House or Houses or other Buildings in lieu or stead thereof or in addition thereto, or to erect and build any House or Houses or other Buildings on any Part of the said Lands respectively whereon no Buildings shall be then standing, or who shall be willing to annex any of the said Lands respectively for Gardens, Yards, Courts, or other Conveniences to Buildings erected and built, or to be from Time to Time erected and built, on the said Lands or any of them respectively, or who shall be willing otherwise to improve the same Lands and Premises or any Part thereof respectively; and with or without Liberty for the Lessee or Lessees to take down or remove all or any Part or Parts of the Buildings (if any) standing or being upon or within the Land or Ground in such Leases respectively to be comprised, and to apply and dispose of the Materials thereof to such Uses and Purposes as shall be agreed on; and with or  
without



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without Liberty for the Lessee or Lessees to set out and allot any Part or Parts of the Premises to be comprised in any such Lease or Leases as and for the Site of any Streets, Markets, Squares, Crescents, or other open Spaces, Roads, Ways, Avenues, Passages, Sewers, Drains, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise, for the Use and Convenience of the several Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement of the Premises; and also with or without Liberty for the Lessee or Lessees to make, lay, or use, in or under any Part of the Land or Ground which may be so set out and allotted for Markets, Squares, Crescents, or other open Spaces, Streets, Roads, Ways, Avenues, Passages, or otherwise as aforesaid, or any other Part which shall not have been previously leased of the said Lands or Grounds hereby authorized to be leased as aforesaid, or (so far as any Reservation in any Lease which shall have been previously made of any Part of the said Lands or Grounds will authorize) any Part which shall have been previously leased of the said Lands or Grounds, any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, or other Conveniences to any present or future Houses, Buildings, or Works, and either reserving or not reserving the Right of making laying, or using any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, Roads, Ways, Passages, or other Conveniences, or any other Liberties or Privileges in, upon, through, over, or under the Lands or Grounds leased; and also with or without Liberty for the Lessee or Lessees to dig, take, and carry away in and out of the Land or Ground to be comprised in his, her, or their Lease or respective Leases any such Earth, Clay, Sand, Gravel, or other Soil as it shall be found necessary or convenient to move for effecting any of the Purposes aforesaid, and also to dig and excavate any Earth, Clay, or Sand out of any convenient Part of the respective Premises to be comprised in such respective Leases, and to manufacture the same into Bricks or Tiles or other Materials to be used in such new Buildings, Repairs, or Improvements as aforesaid; and also with or without any Rights of Way and other Liberties or Privileges which to the Person or Persons granting such Lease or Leases respectively shall seem reasonable; and either with or without Covenants and Stipulations to be entered into or made by or on the Part of the Lessee or Lessees to contribute towards the Expenses of making and keeping in repair, ornamenting and embellishing, any Squares or other open Spaces, Roads, Ways, Avenues, Passages, Sewers, Drains, Pipes, Conduits, Easements, or Conveniences in, upon, through, under, or over any other Part or Parts of the said Lands and Premises hereby authorized to be leased as aforesaid; and either with or without Covenants and Stipulations as to the Mode in which any other Part or Parts of the said Lands or  
Grounds



*Duke of Buckingham's Estate.*

Grounds hereby authorized to be leased as aforesaid shall be built upon, laid out, used, or improved; so as in every such Lease or Demise there be reserved and made payable, except in the Cases where Peppercorn Rents or other merely nominal Rents may be reserved, according to the Provisions herein-after contained, the best yearly Rent that can at the Time of the making or granting of any such Lease, according to the Nature and Circumstances of the Case, be reasonably had or gotten for the same, to be made payable half-yearly or oftener; and so that every such Lease or Demise be made without taking any Fine, Premium, or Foregift, or anything in the Nature thereof, for or in respect of making the same; and so as in every such Lease or Demise made for the Purpose of having Buildings erected or constructed there shall be contained a Covenant on the Part of the Lessee or Lessees to build, construct, and finish the Messuages, Erections, and Buildings which may be agreed to be built or constructed on the Premises, within a Time to be specified for that Purpose, and to keep in repair during the Term such Buildings; and so as in every such Lease or Demise made for the Purpose of having Buildings repaired or built there shall be contained a Covenant on the Part of the Lessee or Lessees to rebuild or repair the same within a Time to be specified for that Purpose, and to keep in repair during the Term the Messuages and Buildings agreed to be rebuilt and repaired; and so that in every such Lease or Demise to be made for any of the Purposes aforesaid there be contained on the Part of the Lessee or Lessees a Covenant for the due Payment of the Rent or Rents to be thereby respectively reserved (unless the same shall be a Peppercorn or other merely nominal Rent), and of all Taxes, Charges, Rates, Assessments, Dues, and Impositions whatsoever affecting the Premises to be respectively comprised in such Lease; and also a Covenant for keeping the Messuages and Buildings erected and built, and to be erected and built, or repaired, on the Premises to be therein comprised, insured from Loss or Damage by Fire, to the Amount of Three Fourth Parts at the least of the Value thereof, in some or one of the public Offices for Insurance in *London* or *Westminster*, and to lay out the Money to be received by virtue of such Insurance, and all such other Sums of Money as shall be necessary, in substantially repairing, rebuilding, and reinstating such Messuages or Buildings as shall be destroyed or damaged by Fire, and also to surrender the Possession of and leave in repair the Messuages, Erections, and Buildings to be erected and built or repaired or constructed on the Premises therein comprised on the Expiration or sooner Determination of the Term to be thereby granted; and so as in every such Lease or Demise there be contained a Power for the Person or Persons for the Time being entitled to the same Premises, in remainder or reversion immediately

Lease to contain certain Covenants and Conditions.



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immediately expectant on the Term to be thereby granted, or his, her, or their Surveyors or Agents, to enter upon the Premises and inspect the Condition thereof, and also a Provision or Condition of Re-entry for Nonpayment of the Rent thereby reserved, unless the same shall be a Peppercorn or other merely nominal Rent, for any Space exceeding Forty Days, or for Nonperformance of any of the Covenants, Provisoes, or Conditions therein contained on the Part of the Lessee or Lessees, and either with or without a Proviso that no Breach of any of the Covenants to be therein contained, except of the Covenant for Payment of the Rent, and such other Covenant or Covenants, if any, as may be agreed upon between the Parties to be so excepted, shall occasion any Forfeiture of such Lease or of the Term thereby granted, or give any Right of Re-entry, unless or until Judgment shall have been obtained in an Action for such Breach of Covenant, nor unless the Damages and Costs to be recovered in such Action should remain unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action; and every such Lease may also contain any other Covenants, Agreements, Powers, Conditions, or Restrictions which shall appear reasonable to the Person or Persons granting such Lease or Leases respectively; and so as that the respective Lessees execute and deliver Counterparts of their respective Leases: Provided always, that the first Payment of the Rent to be reserved in any Lease to be made under the Provision herein-before contained may be made to commence and become payable on any Day not exceeding Two Years and a Half from the Date of such Lease, and may be made to increase periodically, beginning with such Portion of the full Rent to be ultimately payable, as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient or be thought proper, and as shall be expressed in such Lease, regard being had to the Progress of the Buildings or Works agreed to be built or repaired, or of the Improvements agreed to be made.

Counterparts  
to be executed.

VIII. And be it further enacted, That the Certificate in Writing of any Person or Persons respectively to whom any Counterpart of any Lease to be made under the Authority of this Act is to be delivered as aforesaid, acknowledging that he or they hath or have received such Counterpart, shall be and be deemed full and complete Evidence that such Counterpart was executed and duly delivered.

Certificate  
of Person  
to whom  
Counterpart  
Lease delivered  
to be good Evidence  
that Counterpart  
was executed.

IX. And be it further enacted, That it shall be lawful for the Person or Persons for the Time being authorized by virtue of this Act to grant Leases as aforesaid, but, as respects the said *Richard Plantagenet Duke of Buckingham and Chandos*, with such Consent

Power to lay  
out Streets,  
Squares, &c.  
on the Lands  
authorized

[*Private.*]

3 x

as



*Duke of Buckingham's Estate.*

to be let out  
on Building  
Leases.

as aforesaid, to lay out and appropriate any Part or Parts of the Lands or Grounds of which he or she respectively is herein-before authorized to grant Leases as aforesaid, nevertheless, as respects the said Lands and Premises respectively specified in the said First and Second Parts of the said Fourth Schedule, after the Purchases in negotiation relating thereto respectively shall have been completed, as and for a Way or Ways, Street or Streets, Square or Squares, Crescent or Crescents, Avenue or Avenues, or other open Spaces, Passage or Passages, Sewer or Sewers, or other Conveniences for the general Improvement of the same Lands or Grounds respectively, and the Accommodation of the Tenants or Occupiers thereof, in such Manner as shall be agreed upon in any such Grant, Demise, or Lease respectively, or in any general Deed to be executed for that Purpose, such general Deed (if any) to be sealed and delivered by the Person or Persons who for the Time being may exercise the Power of leasing herein-before given, but, as respects the said *Richard Plantagenet Duke of Buckingham and Chandos*, with such Consent as aforesaid, and to be enrolled in One of Her Majesty's Courts of Record at *Westminster*, and also by such Lease or Leases, or general Deed, to give and grant such Privileges and other Easements as such Person shall deem reasonable or convenient.

Power to  
enter into  
Contracts.

X. Provided always, and be it further enacted, That it shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases as aforesaid, but, as respects the said *Richard Plantagenet Duke of Buckingham and Chandos*, with such Consent as aforesaid, to enter into any Contract or Contracts in Writing for granting any Lease or Leases of all or any Part or Parts of the Lands or Grounds of which he, she, or they respectively is herein-before authorized to grant Leases as aforesaid, with the Buildings, if any, which shall be standing thereon, pursuant to the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable; and to agree, when and as any Lands or Buildings so agreed to be let, or any Part or Parts thereof, shall be built, rebuilt, or repaired, laid out, formed, or improved, in the Manner and to the Extent stipulated in any such Contract or Contracts, to demise and lease the Lands or Buildings mentioned in such Contract or Contracts, or any Part or Parts thereof, to the Person or Persons contracting to take the same as aforesaid, or his, her, or their Executors, Administrators, or Assigns, or to such other Person or Persons as he, she, or they shall nominate and appoint in that Behalf, for and during the Remainder of the Term to be specified in such Contract or Contracts, and in such Parcels, and under and subject to such Portions of the yearly Rent or Rents, to be specified in such Contract or Contracts, as shall be thought proper, but so nevertheless that if the yearly  
Rent



*Duke of Buckingham's Estate.*

Rent to be reserved on any such Lease shall bear a greater Proportion to all the Rent in the Contract agreed to be reserved than the Quantity of Land to be comprised in such Lease shall bear to all the Land comprised in the Contract, then and in such Case the same Rent shall not exceed One Seventh Part of the clear yearly Rack-rent Value of the Land and Buildings to be comprised in such Lease when fit for Habitation or Use; and (if the Persons entering into such Contract as aforesaid shall think the same expedient) to agree that the full Rent specified in such Contract or Contracts shall be reserved in the Leases to be granted of a given Quantity, to be specified in such Contract or Contracts, of the Lands and Grounds thereby agreed to be demised, and that the Residue thereof shall be demised at the yearly Rent of a Peppercorn, or some other merely nominal Rent, either before or after the full Rent specified in such Contract or Contracts shall have been reserved in any Lease or Leases to be granted, and at such Time or respective Times and in such Manner as may be thought proper; and, if no given Quantity for such Purpose shall be specified in such Contract or Contracts, to agree that when the full Rent agreed to be reserved shall have been reserved on the Lease or Leases granted of a competent Part or competent Parts of the said Lands or Grounds thereby agreed to be demised, the Residue thereof, if any, shall be demised by One or more Lease or Leases at the yearly Rent of a Peppercorn, or some other merely nominal Rent; and in case of Leases to be granted at the yearly Rent of a Peppercorn, or some other merely nominal Rent, to agree to grant the same, either before or after the Land or Ground to be therein comprised shall have been built upon, laid out, or improved; and to agree that the yearly Rents agreed to be reserved in such Contract or Contracts may be made to commence at such Period or Periods, not exceeding Two Years and a Half from the Date of such Contract or Contracts, and may be made to increase periodically, beginning with such Portion of the full Rent thereby agreed to be paid as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient or be thought proper, and as in such Contract or Contracts respectively shall be expressed, regard being had to the Quantity of Land or Ground from Time to Time agreed to be demised, and the Progress of the Buildings stipulated to be erected thereon; and to agree that when and as any Lease or Leases shall be granted of any Part or Parts of the Hereditaments so contracted to be leased, the Hereditaments so for the Time being leased shall be discharged from such Contract or Contracts, and that the Person or Persons with whom such Contract or Contracts shall be entered into shall remain liable, in respect of such Part or Parts of the Hereditaments comprised in such Contract or Contracts as shall not for the Time being be leased, to the Payment of such Portion or  
Portions



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Portions of the Rent or Rents by such Contract or Contracts agreed to be paid as may be thought proper, and shall in such Contract or Contracts be provided for; and also to agree that the Person or Persons with whom such Contract or Contracts may be entered into may have, exercise, and enjoy all or any of the Liberties which are authorized to be granted to the Lessees under the Power of leasing herein-before contained: Provided nevertheless, that, as respects the said Lands and Premises respectively specified in the said First and Second Parts of the said Fourth Schedule to this Act, every Contract for a Lease which shall be entered into pursuant to the aforesaid Power in that Behalf, previous to the Completion of the said respective Purchases in negotiation relating to the said Lands and Premises respectively, shall be made conditional upon the Purchase being completed of the Lands and Premises comprised in such Contract for a Lease, and no Lease shall be granted thereof in pursuance of any such Contract for a Lease unless and until the Purchase shall be completed of the Lands and Premises therein comprised.

Every Contract to contain a Condition for vacating the same, as to such Part of the Land as shall not be built upon within a reasonable Time.

XI. Provided also, and be it further enacted, That in every such Contract for a Lease there shall be inserted a Clause or Condition for vacating the same Contract as to or for Re-entry upon such Part or Parts of the Land and Buildings therein comprised, and agreed to be let, as shall not have been actually leased, and shall not be built or rebuilt, laid out, formed, or improved, in the Manner therein stipulated, within a reasonable Time to be therein appointed; and also a Clause or Condition that the Person or Persons to whom such Lease or Leases ought to be granted pursuant to such Contract, shall accept the same, and execute a Counterpart or Counterparts thereof, and pay the reasonable Charges of preparing the same, within a reasonable Time to be thereby appointed, or that in default thereof such Contract shall, as to the Lands and Buildings not actually leased by virtue of the same Contract, be void; and every such Contract shall be binding on all Persons interested in the Hereditaments to be comprised therein, and shall be carried into execution by a Lease or Leases to be granted in pursuance of the Power and subject to the Restrictions herein-before contained, so far as the same shall be applicable.

On Re-entry new Leases or Contracts may be granted.

XII. And be it further enacted, That if the Person or Persons for the Time being entitled to the immediate Reversion or Remainder of any Lands or Buildings to be comprised in any such Lease or Contract, shall enter upon the same Lands or Buildings, and recover or retain Possession thereof, under or by virtue of any Condition of Re-entry therein contained, then and in every such Case it shall be lawful



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lawful for him, her, or them so entering as aforesaid, or other the Person or Persons for the Time being entitled as aforesaid, but, as respects the said *Richard Plantagenet Duke of Buckingham and Chandos*, with such Consent as aforesaid, to grant Leases, or enter into Contracts for granting Leases, and afterwards to grant Leases, of the same Hereditaments, under the Powers and Authorities herein-before contained, in the same Manner as if no Leases or Contracts for Leases thereof had been previously granted or entered into.

XIII. Provided always, and be it further enacted, That it shall be lawful for the Person or Persons for the Time being authorized to grant Leases by virtue of this Act, but, as respects the said *Richard Plantagenet Duke of Buckingham and Chandos*, with such Consent as aforesaid, from Time to Time to enter into any new Contracts or Agreements in relation to the Hereditaments so authorized to be leased by him, her, or them respectively as aforesaid, with any Person or Persons with whom any Contract or Contracts shall have been entered into by virtue of this Act, by way of addition to or Explanation or Alteration of all or any of the Covenants and Agreements in such Contract or Contracts respectively to be contained, so nevertheless that such Contract or Contracts respectively shall, when so added to, explained, or altered, continue to be conformable with the Powers and Provisions of this Act, or to release the Person or Persons respectively with whom any Contract or Contracts shall have been entered into by virtue of this Act, and his, her, or their Heirs, Executors, Administrators, and Assigns, of and from the Observance of all or any Part of the same Contract or Contracts respectively, and, if it shall be thought expedient, to enter into any new Covenants or Agreements with such Person or Persons, or his, her, or their Executors, Administrators, or Assigns, in lieu of the Part or Parts of the same Contract or Contracts respectively which shall have been so released, so nevertheless that after such Release or Releases respectively such Contract or Contracts respectively shall, notwithstanding any such new Covenant or Agreement as last aforesaid, continue to be conformable with the Powers and Provisions of this Act, or to accept a Surrender of all or any Part of the Hereditaments comprised in any such Contract or Contracts as aforesaid; and the Hereditaments so surrendered shall or may be afterwards contracted and agreed to be leased, and afterwards leased, under the Powers and Authorities herein-before contained, in the like Manner as if no Contract or Contracts for leasing the same had been previously entered into or executed.

Power to enter into explanatory Contracts or Agreements.

XIV. Provided always, that every Lease to be granted under any of the Provisions of this Act shall be deemed and taken to be duly granted,

Leases consistent with the Provi-

[*Private.*]

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although



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sions of this Act to be good though made in pursuance of Contracts.

After Lease executed, Contract not to form Part of Evidence of Title.

Power to confirm Leases voidable from Informality.

although it may have been preceded by a Contract, and such Contract shall not in all respects have been duly observed, and whether the same shall or shall not purport to have been granted in pursuance of such Contract, and notwithstanding any Variation between such Lease and such preceding Contract, provided that such Lease shall be conformable with the Restrictions and Provisions herein-before contained with respect to the Leases hereby authorized to be granted, and that after any such Lease shall have been executed the Contract for such Lease shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of the same Lease.

XV. And be it further enacted, That it shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases as aforesaid, but nevertheless; as respects the said *Richard Plantagenet Duke of Buckingham and Chandos*, with such Consent as aforesaid, from Time to Time to confirm any Lease or Leases or general Deed purporting to have been granted or made by virtue of this Act, in any Case in which, for some technical Error, Informality, or Irregularity in granting or executing the same, or entering into the Contract for granting the same, such Lease or Leases shall be void or voidable, or (nevertheless, as respects the said *Richard Plantagenet Duke of Buckingham and Chandos*, with such Consent as aforesaid,) to grant any Lease or Leases, pursuant to the Powers and subject to the Restrictions herein-before contained, in lieu of such void or voidable Lease or Leases, for any Term or Number of Years not exceeding the then Residue of the Term or Terms of Years granted or purported to be granted by such void or voidable Lease or Leases, and at and under the same yearly Rent or Rents as was or were, or a larger Rent or Rents than was or were, reserved in such void or voidable Lease or Leases respectively, or (nevertheless, as respects the said *Richard Plantagenet Duke of Buckingham and Chandos*, with such Consent as aforesaid,) to accept a Surrender or Surrenders of any Lease or Leases to be granted under this Act, and, with the like Consent, to grant any Lease or Leases, pursuant to the respective Powers and subject to the respective Restrictions herein-before contained, of the Hereditaments comprised in the Lease or Leases so surrendered, for any Term or Terms of Years not exceeding the then Residue of the Term or Terms of Years granted by the Lease or respective Leases so surrendered, and at and under the same yearly Rent or Rents as was or were, or a larger Rent or larger Rents than was or were, reserved in the Lease or Leases so surrendered, so nevertheless that no Fine or Premium shall be accepted and taken for making any such Confirmation or Confirmations or new Lease or Leases respectively.

XVI. Pro-



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XVI. Provided also, and be it further enacted, That no Lease or Contract to be made under the Authority of this Act shall be void or invalid, or defeasible or questionable, on the Ground that the Right of Entry or Re-entry for Nonpayment of Rent, or for the Breach of all or any of the Stipulations, Covenants, and Agreements to be therein contained, shall be confined, by any Terms restricting the same, to the Part of the Hereditaments leased or agreed to be leased in respect whereof the Breach or Default in the Lessee's Covenant shall have been committed, or by any other Terms restricting the Right of Re-entry to a Part only of the Buildings, Lands, or Tenements to be leased or agreed to be leased by any such Lease or Contract; and that, notwithstanding the Avoidance of any Lease or Contract as aforesaid, for the Breach of any such Stipulations, Covenants, or Agreements as to Part only of the Buildings, Lands, or Tenements thereby leased or agreed to be leased, the Condition of Re-entry shall remain and be in full Force as to any Buildings, Lands, or Hereditaments which from Time to Time shall continue to be held under or by virtue of the same Lease or Contract; and for this Purpose every such Condition shall be apportionable and shall have Effect according to the Intention of the Parties as expressed in any such Lease or Contract accordingly; and no Underlease or Underleases to be granted of all or any Part of the Ground to be comprised in any Lease or Contract to be made by virtue of the Provisions herein-before contained shall be liable to Forfeiture, or to the Operation of the Proviso or Condition of Re-entry for Nonperformance of the Covenants, Provisoes, or Conditions contained on the Part of the Lessee in the original Lease, by reason of the Breach or Nonperformance of any of such Covenants, Provisoes, or Conditions, unless such Breach or Nonperformance shall arise or be made with reference to the particular Premises to be comprised in any such Underlease, or some Part thereof; and, moreover, that the Breach or Nonperformance of any of the Covenants, Provisions, or Conditions with reference to the Premises comprised in any such Underlease shall not work a Forfeiture of the original Lease thereof as respects any other Premises therein comprised, and not included in such Underlease; and that the Proviso of Re-entry to be contained in such original Lease for Nonperformance of any of the Covenants, Provisoes, or Conditions to be therein contained on the Part of the Lessee shall accordingly be, and be construed and held to be, apportionable so and in such Manner as that the same shall have a distinct or separate or exclusive Operation with respect to the Premises to be comprised in each such Underlease as aforesaid, in such and the same Manner as if, instead of each original Lease comprising more than the Premises included in each such Underlease as aforesaid, there had been an original separate Lease of the Premises respectively comprised in each such distinct Underlease as aforesaid.

Proviso for  
Re-entry to  
be appor-  
tionable.

XVII. Pro-



*Duke of Buckingham's Estate.*

Act not to affect the Powers of the Settlement of 3d May 1828.

XVII. Provided always, and be it further enacted, That this Act shall not, nor shall anything herein contained, be construed or deemed or taken to revoke, repeal, suspend, annul, prejudice, or affect the Powers or any of them in the said recited Indenture of the Third Day of *May* One thousand eight hundred and twenty-eight, and in the said recited Act referring thereto, expressly or by reference contained, except so far as the same may be affected by the Exercise of any of the Powers of this Act; and as respects the last-mentioned Powers, so far as the same relate to the Investment of the Monies arising by Sale of the Estates comprised in or which may have become or be subject to the Uses of the said Indenture of the Third Day of *May* One thousand eight hundred and twenty-eight, the said *Richard Plantagenet Duke of Buckingham and Chandos* and the said *Richard Plantagenet Campbell Marquis of Chandos* shall, as between themselves respectively, and their respective Heirs, Executors, and Administrators, and with reference to any Deed or Contract entered into by them with respect to the Exercise of any of the Powers contained in the last-mentioned Indenture, be in the same Position as if the Powers of this Act had been contained in the same Indenture.

Power to the Trustees of the Indenture of 3d May 1828 to lay out 10,000*l.* in Improvements on Land to be let for Building Purposes, under the Approval of the Court of Chancery.

XVIII. And be it further enacted, That it shall and may be lawful to and for the said *Chandos Lord Leigh*, and other the Trustees or Trustee for the Time being of the Power of Sale and Exchange in the said recited Indenture of the Third Day of *May* One thousand eight hundred and twenty-eight contained, and he and they are fully authorized and empowered, to pay and apply any Sum or Sums of Money (not however exceeding in the whole the Sum of Ten thousand Pounds), Part of the Monies which have arisen or shall arise from the Sales of the said Manors and Hereditaments comprised in the same Indenture, which by an Order or Orders of the said Court of Chancery, to be obtained as herein-after is mentioned, shall be directed to be laid out, paid, or applied in or towards the laying out and Formation, or in Repayment of the Expense of laying out and Formation, of any Road or Roads, Way or Ways, Street or Streets, Square or Squares, Market or Markets, Avenue or Avenues, Crescent or Crescents, Passage or Passages, Sewer or Sewers, Drain or Drains, or other Conveniences, in, to, or for the Improvement or Preparation of the said Lands or Grounds herein authorized to be leased as afore-said for Building Purposes, provided that the Works to be executed and to be paid for with the Monies shall, both as to the Nature and Character of the Works and the Execution thereof, and the Charges for the same, be approved of by the Order of the High Court of Chancery to be from Time to Time obtained for that Purpose in manner herein-after mentioned,

XIX. And



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XIX. And be it further enacted, That it shall be lawful for the said Court of Chancery, upon Petition to be from Time to Time presented in a summary Way by or on behalf of the Person or Persons for the Time being authorized by this Act to grant Leases as aforesaid, (nevertheless, as respects the said *Richard Plantagenet Duke of Buckingham and Chandos*, with such Consent as aforesaid,) stating in such Petition that any Sum or Sums of Money, not exceeding in the whole the Sum of Ten thousand Pounds, have or hath been or ought to be laid out and expended in the laying out and Formation of any Road or Roads, Way or Ways, Street or Streets, Square or Squares, Market or Markets, Avenue or Avenues, Crescent or Crescents, Passage or Passages, Sewer or Sewers, Drain or Drains, or other Conveniences, in or for the Improvement or Preparation of the said Land or Grounds herein-before authorized to be leased for Building Purposes as aforesaid, to inquire into the Matters to be alleged in such Petition or Petitions, and for that Purpose to make any Reference or References to any of the Masters of the said Court, or otherwise to proceed as the said Court shall think fit; and in particular it shall be lawful for the said Court in its Discretion to make separate and distinct or combined References or Orders as to past and future Expenditure; and upon the Truth of the Matters alleged in such Petition or Petitions being ascertained to the Satisfaction of the said Court, it shall be lawful for the said Court to order such Sum or Sums, not exceeding in the whole the said Sum of Ten thousand Pounds, as to the said Court shall seem fit, to be paid by the said Lord *Leigh*, or other such Trustees or Trustee for the Time being as aforesaid, out of any of the Monies which shall have arisen or may thereafter arise from the Sales of the said Manors and Hereditaments comprised or which shall have become or be subject to the Uses of the said recited Indenture of the Third Day of *May* One thousand eight hundred and twenty-eight, or any of them, to the Petitioners or Petitioner, or to such other Person or Persons as the said Court of Chancery shall from Time to Time think fit and just.

Power to the Court of Chancery to order Payment by the Trustees of Money laid out for Improvements.

XX. And be it further enacted, That during the Progress of any of the said Works and Improvements it shall be lawful for the Person or Persons for the Time being authorized to grant Leases as aforesaid, (nevertheless, as respects the said *Richard Plantagenet Duke of Buckingham and Chandos*, with such Consent as aforesaid,) from Time to Time to alter or vary the Plan or Plans in any Manner which shall be considered advantageous: Provided nevertheless, that the Sanction of the said Court of Chancery for any such Alteration or Variation shall be previously obtained by an Order or Orders, Reference or References, to be obtained for that Purpose in Manner herein-before mentioned, and that the said *Richard Plantagenet Duke of Buckingham*

Power to vary Plans for Improvements.

[*Private.*]



*Duke of Buckingham's Estate.*

*ham and Chandos, Richard Plantagenet Campbell Marquis of Chandos,* or other the Person for the Time being interested or entitled in possession, under the Limitations of the said Indenture of the Third Day of *May* One thousand eight hundred and twenty-eight, in or to the Lands and Premises to which the said Works and Improvements shall relate, shall from Time to Time previously to every such Alteration or Variation make due Provision for the Payment of the additional Expense, if any, which may be occasioned thereby.

Leases, &c.  
to be granted  
under this  
Act to be  
binding on  
the Parties  
mentioned in  
the Fifth  
Schedule.

XXI. And be it further enacted, That every Lease and General Deed relating to such Building Purposes as aforesaid which shall be granted or executed in pursuance of this Act shall be absolutely valid and binding upon the said several Persons mentioned in the said Fifth Schedule to this Act annexed, and also on all and every the Person and Persons named or referred to in the Exception to the Operation of the General Saving Provision herein-after contained; and that the Right to receive the Rent or Rents or Reservations to be reserved and made payable upon any Lease to be granted in pursuance of this Act, and the Right to take advantage of any Proviso or Condition of Re-entry to be contained in such Lease, or of any Forfeiture of the Term, Right, or Interest conferred thereby, and the immediate Reversion of the Lands and Hereditaments to be comprised in any such Lease, shall from Time to Time be deemed to be vested in the Person or Persons who would for the Time being have been entitled to the Possession of the Lands and Hereditaments comprised in such Lease respectively in case the same had not been executed; and that when and if any Entry under a Condition of Re-entry or for a Forfeiture shall at any Time or Times be made upon any Lands or other Hereditaments to be demised in pursuance of the Provisions of this Act, then from and after such Entry the Lands or other Rights or Hereditaments comprised in the Lease which shall have been avoided by such Entry, and the Buildings erected and then standing thereupon, shall become and be vested in such Person or Persons, and in such Shares and Proportions, and with such Remainders and Limitations over, and under and subject to such or the like Trusts, Charges, Powers, Provisoes, Agreements, and Declarations, as the same Premises would at the Time of making such Entry have been vested in and subject or liable to in case the same had never been so leased as aforesaid.

Power for  
Trustees to  
defray Costs  
of the Act.

XXII. And be it further enacted, That it shall be lawful for the said *Chandos* Lord *Leigh*, or other the Trustees or Trustee for the Time being of the said recited Indenture of the Third Day of *May* One thousand eight hundred and twenty-eight, with and out of any Monies which shall have arisen or shall arise from Sales of the said Manors  
and



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and Hereditaments, or any of them, comprised in the same Indenture, to pay and defray the Costs, Charges, and Expenses of preparing, soliciting, applying for, and obtaining this Act.

XXIII. And be it enacted, That it shall be lawful for the said Court of Chancery, and the said Court is hereby authorized and required, from Time to Time, upon Petition to be presented in a summary Way by or on behalf of the Person or Persons for the Time being authorized by this Act to grant Leases as aforesaid, (nevertheless, as respects the said *Richard Plantagenet Duke of Buckingham and Chandos*, with such Consent as aforesaid,) to make such Order or Orders as the said Court shall think fit for taxing and settling the Costs, Charges, and Expenses of or relating to the several Applications to be made to the said Court under this Act, and consequent thereon, and of and relating to the several Proceedings for carrying into effect the Objects and Purposes thereof.

Court of Chancery to make Orders for taxing Costs arising under the Act.

XXIV. And whereas the said *Chandos Lord Leigh* is at present resident in Parts beyond the Seas, and his Consent to this Act has not been proved, and he has not appeared to accept the Trusts and Provisions thereof: Be it therefore enacted, That this Act shall not nor shall any of the Provisions herein contained operate or be of any Effect, as against the said *Chandos Lord Leigh*, until the said *Chandos Lord Leigh*, in respect of his Estate and Interest under or by virtue of the said recited Will of the said *Anna Eliza Duchess of Buckingham and Chandos*, shall by some Writing under his Hand, to be attested by One or more Witness or Witnesses, and to be enrolled in Her Majesty's High Court of Chancery within Three Years from the passing of this Act, signify his Consent to this Act; nor shall any of the Powers and Provisions by this Act given to the said *Chandos Lord Leigh* be exercised or enforced by the said *Chandos Lord Leigh* until the said *Chandos Lord Leigh* shall by the same or any other Writing under his Hand, to be attested and enrolled as aforesaid, signify his Acceptance of the aforesaid Trusts and Provisions; and such Consent, so signified as aforesaid, shall, as respects the Estate and Interest of the said *Chandos Lord Leigh* and all Persons claiming or to claim by, from, through, or under him, and such Acceptance, so signified as aforesaid, shall, as respects the said *Chandos Lord Leigh* as such Trustee as aforesaid, be as binding and conclusive for all Purposes as if the Consent of the said *Chandos Lord Leigh* had been obtained and proved before the passing of this Act, and as if the said *Chandos Lord Leigh*, as such Trustee as aforesaid, had appeared personally before the Committee to whom this Act stood referred, and accepted the Trusts and Provisions thereof; and from  
and

This Act, with respect to Lord Leigh, not to take effect till his Consent be signified and enrolled.



*Duke of Buckingham's Estate.*

and after the Enrolment of such Consent, and of the Acceptance of the said Trusts and Provisions, the same shall be deemed and taken as Part and Parcel of this Act; and such Consent and such Acceptance may be respectively given in the Form and to the Effect following; (that is to say,)

‘ I, the Right Honourable Chandos Baron Leigh of Stoneleigh in  
‘ the County of Warwick, do hereby consent to an Act of Parlia-  
‘ ment passed in the Fourteenth Year of the Reign of Her most  
‘ Excellent Majesty Queen Victoria, intituled “ An Act ” [ *here insert*  
‘ *Title of this Act* ], and I do hereby accept the Trusts and Provisions of  
‘ the said Act. Given under my Hand this      Day of

‘ Witness

Trustees  
other than  
Lord Leigh  
not to act  
till approved  
of by the  
Court of  
Chancery.

And further, that in case the said *Chandos* Lord *Leigh* shall not signify his Acceptance of the Trusts and Provisions of this Act in the Manner aforesaid, then and in such Case only as respects the Exercise or Execution of the Trusts, Powers, and Provisions of this Act by any Trustees or Trustee for the Time being of the Powers of Sale and Exchange in the said recited Indenture of Settlement of the Third Day of *May* One thousand eight hundred and twenty-eight, other than and besides the said *Chandos* Lord *Leigh*, such Trustees or Trustee for the Time being shall not act in the Exercise or Execution of the Trusts, Powers, or Provisions of this Act, unless or until such Trustees or Trustee for the Time being shall have been approved of by the High Court of Chancery as fit and proper Persons, or as a fit and proper Person, to exercise and carry into execution the Trusts, Powers, and Provisions of this Act, such Approbation to be obtained by Petition in a summary Way; and the said Court of Chancery is hereby authorized and required to receive all Applications for the Purposes aforesaid, and to make such Orders and References as to the said Court shall seem expedient and proper accordingly; and the Trustees or Trustee so approved of as aforesaid shall and may act in the Exercise and Execution of the Trusts, Powers, and Provisions hereby created and enacted in reference to the Trustees or Trustee for the Time being of the said recited Indenture of the Third Day of *May* One thousand eight hundred and twenty-eight accordingly, as fully as if they or he, as the Case may be, had been specially named and appointed in this Act for the Purposes thereof.

General  
Saving.

XXV. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every Person and Persons (other than and except the said *Richard Plantagenet* Duke of *Buckingham and Chandos*, and all and every the Son and Sons, Daughter and Daughters, hereafter to be born of the said *Richard Plantagenet* Duke



*Duke of Buckingham's Estate.*

Duke of *Buckingham*, and the Heirs of the Body and Bodies of all and every such Son and Sons, Daughter and Daughters, severally and respectively, and the said *Richard Plantagenet Campbell* Marquis of *Chandos*, and the First and other Sons of the Body of the said *Richard Plantagenet Campbell* Marquis of *Chandos*, and the Heirs Male of his and their Body and Bodies, severally and respectively, and the First and other Daughters of the Body of the said *Richard Plantagenet Campbell* Marquis of *Chandos*, and the Heirs of her and their Body and Bodies, severally and respectively, and the said Lady *Anna Eliza Mary Gore Langton*, and all and every the Son and Sons, Daughter and Daughters, of the Body of the said Lady *Anna Eliza Mary Gore Langton*, including the said *William Stephen Gore Langton* and *Mary Jane Gore Langton*, and the Heirs of the Body of all and every such Son and Sons, Daughter and Daughters, severally and respectively, and the said *Chandos* Lord *Leigh*, and his Heirs, Executors, and Administrators, as well in respect of his Estate and Interest under or by virtue of the said recited Will of the said *Anna Eliza* Duchess of *Buckingham and Chandos*, as also in respect of his Estate and Interest as such Trustee of the said Indenture of Settlement of the Third Day of *May* One thousand eight hundred and twenty-eight as aforesaid, and other the Trustees or Trustee for the Time being of the same Indenture of Settlement, and each and every of them, and all and every other Person or Persons to whom any Estate, Right, Title, Interest, or Charge, at Law or in Equity, of, in, to, or upon the said Manors and Hereditaments comprised in the said recited Indenture of the Third Day of *May* One thousand eight hundred and twenty-eight, and the said recited Act, or either of them, or the Monies produced by the Sale of the Hereditaments comprised therein, or either of them, or any Part or Parts thereof, shall have been granted or limited, or shall have descended or devolved, or shall descend or devolve, under or by virtue of the said Indenture of the Third Day of *May* One thousand eight hundred and twenty-eight,) and saving and excepting the Incumbrancers, if any, (other than and except the Person or Persons mentioned in the Fifth Schedule to this Act as entitled to Mortgages, Annuities, Judgments, and other Interests and Charges in or upon the same Manors and Hereditaments, and the said Monies under or in respect of the said Dispositions and Charges specified in the said Fifth Schedule hereto,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever in, to, or out of the same several and respective Premises, and every or any Part thereof respectively, as they, every or any of them, had before the passing of this Act, or would, could, or might have enjoyed in case this Act had not been passed.



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*Duke of Buckingham's Estate.*

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Act as  
printed by  
the Queen's  
Printers to  
be Evidence.

XXVI. And be it enacted, That this Act shall be printed by the several Printers to the Queen'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.



*Duke of Buckingham's Estate.*

## SCHEDULES to which this Act refers.

## FIRST SCHEDULE.

## THE FIRST PART.

*The Stowe Estate.*

All those the several Manors or Lordships or reputed Manors or Lordships of Stowe and Dodford otherwise Dadford, and Lamport otherwise Langport, in the said County of Buckingham; also all that the Manor or reputed Manor of Chestwood otherwise Chetwode, situate, lying, and being in Lamport otherwise Langport and Stowe, or One of them, in the said County; and also all that the Manor or reputed Manor of Luffield and the Site of the dissolved Priory of Luffield in the said County; and also all that the Manor or reputed Manor of Gorrell Grange in the Parish of Biddlesden, some Time Parcel of the Possessions of the Monastery of Biddlesden in the said County; and also all that the Manor or reputed Manor of Buckingham in the said County; and also all that Chantry called or known by the Name of the Chantry of the Blessed Mary the Virgin, otherwise Borton Chantry, founded in the Parish Church of Thornton in the said County; and also all that the Manor or reputed Manor of Westbury in the Parish of Westbury in the said County; and all that the Manor or reputed Manor of Maidsmorton in the said County; and also all the Rents of Assize and Services of all the Free Tenants and Tenements, with the Appurtenances, in Maidsmorton and Lamport-cum-Stowe and Bourton in the said County of Buckingham, formerly to the Honor of Gloucester belonging or being some Time Part thereof; and also all that the Manor or reputed Manor of Radcliffe-cum-Chackmore in the County of Bucks; and all that the Advowson, Donation, free Disposition, and Right of Patronage of, in, and to the Rectory and Parish Church of Stowe aforesaid; and also all that the Manor or reputed Manor of Boycott in the Hamlet of Boycott in the County of Oxford, but within the Parish of Stowe aforesaid; and also all that the Capital Mansion of Stowe, with the Park, Woods, Plantations, and Gardens thereunto belonging; and all and singular the Capital and other Messuages or Tenements, Buildings, Cottages, Farms, Lands, Woods, Plantations, and other Hereditaments situate in or at the several Parishes or Places, and containing the several Quantities, more or less, mentioned in the Particular next herein-after set forth.

Tenants or Occupiers.	Description.	Parishes or Places.	Quantity.		
			A.	R.	P.
In hand - - -	Stowe Mansion, Gardens, Lodges, Waters, Mill, Brick-kilns, Woods, Roads, and Plantations and Parts of Park and ornamental Buildings.	Stowe, Silverstone, Westbury, and Lillingstone Dayrell, Radclive-cum-Chackmoor, Buckingham, and Boycott.	938	1	14
Beards, Thomas - -	Home Farm and Part of Park.	Stowe - - -	169	2	0

*Duke of Buckingham's Estate.*

Tenants or Occupiers.	Description.	Parishes or Places.	Quantity.		
			A.	R.	P.
Braggins, Samuel - - -	Bleak Hall Farm - -	Silverstone, Northamptonshire.	42	3	36
Bennett, Charles - - -	New Inn and Farm - -	Stowe and Radclive	355	3	0
Bennett, James - - -	Castle Farm - - -	Stowe - - -	167	2	20
Bennett, James, senior - - -	House and Shop, &c. - -	Stowe - - -	1	1	37
Clarke, Elias - - -	Wood Ridings - - -	Stowe and Lillingstone Dayrell.	104	0	37
Denchfield, Richard - - -	Boycott Farm - - -	Stowe, Radclive, and Boycott.	314	3	37
John Parker - - -	Chackmoor Farm - -	Stowe, Radclive, and Buckingham.	111	0	24
George, Aaron - - -	Hog Hole Farm - - -	Stowe - - -	228	1	23
George, Benjamin - - -	Dadford Farm and Part of Park.	Stowe, Westbury, and Boycott.	396	2	12
Gasgoigne, Thomas - - -	Ridings - - -	Lillingstone Dayrell	6	3	6
Hadland, Charles - - -	Gorrell Farm - - -	Stowe and Bidlesden	227	3	8
Holt, Matthew - - -	Thatcham Lands - - -	Westbury - - -	83	2	8
Prickett, Richard - - -	Sheepshare Farm - -	Stowe - - -	162	0	30
Richardson, William - - -	House and Garden - -	Chackmoor - - -	0	0	16
Richards, John - - -	Boycott Buildings - -	Stowe - - -	1	1	3
Salmons, Perridge - - -	Luffield Farm - - -	Lillingstone Dayrell, Stowe, and Silverstone.	463	1	28
Salmons, William - - -	Park Fields Farm - -	Westbury - - -	389	3	26
Salmons, George - - -	House and Garden - -	Chackmoor - - -	0	0	19
Smith, Henry - - -	Stowe Gardens - - -	Stowe - - -	324	2	39
Ditto - - -	Lampport Close - - -	Ditto - - -	9	0	20
Ditto - - -	Part of Park - - -	Ditto - - -	462	0	4
Treadwell, Mrs. Elizabeth - -	The Moor - - -	Chackmoor - - -	10	0	27
John Wilkins, William Wilkins, John Wilkins, Sushanna Holland, William Alderman, Thomas Newman, Daniel Alderman, Thomas Turpin, William George, Richard Bull, Benjamin Sharp, William Jones, John Osborn, James Varney, Thomas Alderman, Charlotte Adams, William Humphreys, William Tooley, Elizabeth Stokes, J. Pricketts, William Turpin, Thomas Quainton, William Stokes, William Picketts, Jonathan Shirley, William Saxby, John Alderman, and John Hutchings.	Dadford Cottages, Twenty-eight in Number.	Stowe - - -	3	3	38
Henry Smith, Richard Harris, James Alderman, Edward Hawkins, Martha Holland, William Jonson, Elizabeth Newman, Susan Newman, Ann Osborn, Widow Hardus, Thomas Smith, William Turpin, Henry Tooley, Edward Varney, James Varney, William Willmore, and Mary Smith.	Lampport Cottages, Seventeen in Number.	Stowe - - -	2	0	17
King, John - - -	Cottage and Garden at Black Pit and Kennell Riding.	Stowe and Westbury	3	2	5



*Duke of Buckingham's Estate.*

Tenants or Occupiers.	Description.	Parishes or Places.	Quantity.		
			A.	R.	P.
Braggins, Samuel - - -	Silverstone Lodges - -	Silverstone - - -	0	0	29
David Smith, William Tompkins, John Holland, and Thomas Johnson.	Boycott Cottages - -	Stowe - - -	0	0	38
	The Allotments let to the Poor of the Parish of Stowe - - -		16	1	28
Winterburn, Joseph - - -	Hoback Lane - - -	Stowe - - -	2	0	8
Paragreen, Edward - - -	Cottage and Close - -	Radclive - - -	3	1	32
John Lawrance, John Beckett, Thomas Westley, Joseph Stanton, James Miles, Widow Hutchings, Joseph Saxby, William Welch, and William Nicholls.	Chackmoor, Nine Cot- tages.	Chackmoor - - -	0	2	7
Parratt, Edward - - -	Castle Farm - - -	Buckingham - - -	210	3	27
Warner, John - - -	Land - - -	" - - -	14	1	37
Barge, Francis - - -	" - - -	" - - -	11	1	22
Ward, John - - -	" - - -	" - - -	7	1	3
Gough, John - - -	" - - -	" - - -	16	2	25
Salmons, William - - -	" - - -	" - - -	2	3	8
Blackwell, James - - -	" - - -	" - - -	40	1	22
Havers, Richard - - -	" - - -	" - - -	8	1	35
Macnamara, Michael, and Wells, Thomas.	Barracks, House and Garden, and Yeomanry Stores.	" - - -	0	1	23
Two Lodges and Gardens - - -	- - -	" - - -	0	1	1
Parker, John - - -	Part of Avenue - - -	" - - -	15	0	12

## THE SECOND PART.

*The Wotton Estate.*

All that the Manor of Wotton Underwood in the said County of Buckingham; and also all that the Manor or reputed Manor or Lordship of Ashendon in the said County; and also all that the Manor or reputed Manor of Little Winchenden otherwise Nether Winchenden in the said County; and also all that the perpetual Right of Presentation and Patronage of, in, and to the Parish Church of Wotton aforesaid; and also all and all Manner of Tithes of Corn, Grain, and Hay, and other Tithes, Obventions, Oblations, and all other Dues, Duties, and other Payments arising, growing, or renewing from any Lands or Hereditaments within the Parish of Wotton aforesaid; and also a Modus or Composition of 4*l.* 18*s.* 6*d.* in lieu of all and all Manner of Tithes payable out of certain Lands in the Parish of Wotton aforesaid, heretofore belonging to John Milward; and also all that the Capital Mansion of Wotton, with the Gardens, Woods, and Plantations thereunto belonging; and all and singular the Capital and other Messuages or Tenements situate in or at the

[Private.]

4 6

several

*Duke of Buckingham's Estate.*

several Parishes or Places, and containing the several Quantities, more or less, mentioned in the Particular next herein-after set forth.

Tenants or Occupiers.	Description.	Parishes or Places.	Quantity.		
			A.	R.	P.
In hand - - -	Mansion House, Buildings, Gardens, Pleasure Grounds, Plantations, Woods, Waters, &c.	Kingswood, Woodham, Waddesden, Long Crendon, Wotton, Brill, Westcott, Ashendon, and Pollicott.	580	2	7
Blake, Thomas - - -	Part of Great Ground -	Wotton - - -	0	0	26
Boughton, Thomas - - -	Ashendon Farm - - -	Ashendon - - -	244	2	8
Homan, George - - -	Two Fields - - -	Wotton and Westcott - - -	54	3	0
Clarke, William - - -	Clare Fields Farm - - -	Wotton and Brill - - -	177	1	20
Clarke, Thomas Brook - - -	East Farm - - -	Ashendon - - -	298	0	24
Figg, Richard - - -	Public House, Garden, and Land.	Ashendon - - -	2	2	27
Griffin, Ralph - - -	Kingswood Land Farm - - -	Kingswood - - -	93	2	11
Gutteridge, Daniel Golby - - -	Farm - - -	Wotton, Brill, and Long Crendon.	260	3	19
Garrett, Francis Bearley - - -	The Hill and Upper Hangers Farm.	Ashendon and Wotton	195	2	34
George, Thomas - - -	Pollicott Farm - - -	Great Pollicott - - -	284	2	19
Holt, William - - -	Farm - - -	Long Crendon, Wotton, and Brill.	148	1	13
Holt, Thomas - - -	The Moat Farm - - -	Wotton and Woodham.	270	3	4
Holt, Richard - - -	The Church Farm - - -	Wotton - - -	411	3	34
Harper, John Trafford - - -	Wotton Farm - - -	Wotton - - -	409	0	37
Harding, Richard - - -	Land, Great Ground, Common, and Stones Close.	Wotton - - -	92	0	23
Harding, William - - -	Three Fields - - -	Lower Winchendon - - -	5	0	35
Hill, the Rev. Benjamin - - -	Land - - -	Wotton - - -	17	1	17
	Also a Piece of Land, containing by Estimation 1 Acre or thereabouts, laid to the Churchyard and Parsonage Garden.	- - -	1	0	0
Jones, Richard - - -	Newhouse Farm - - -	Woodham, Wotton, Waddesden, and Westcott.	228	0	13
Lines, Elizabeth - - -	Farm Buildings and Land.	Ashendon - - -	38	0	18
Maycock, John - - -	Farm - - -	Westcott - - -	70	1	30
Mailins, John Brown - - -	Farm (Great Pollicott) - - -	Ashendon - - -	283	3	3
Parrott, Edward - - -	House and Garden (do.) - - -	Do. - - -	0	1	7
Probetts, William - - -	Part of Rushbed's Wood (grubbed).	Brill - - -	12	0	12
Paxton, Robert - - -	Marsh Farm - - -	Lower Winchendon - - -	386	0	38
Quiddington, Elizabeth - - -	House, Smith's Shops, and Garden.	Wotton and Pollicott	0	0	39
Ridgway, William - - -	Watbridge Farm - - -	Ashendon - - -	257	2	1
Stone, Edward - - -	Farm - - -	Woodham and Wotton.	399	1	2
Smith, Richard's, Executors - - -	Maunders Meadows, and Building.	Lower Winchendon - - -	48	3	3
Uff, John - - -	Farm - - -	Kingswood and Woodham.	46	0	25



*Duke of Buckingham's Estate.*

Tenants or Occupiers.	Description.	Parishes or Places.	Quantity.		
			A.	R.	P.
Various Persons - -	Allotments - -	Wotton and Ashendon.	21	0	14
White, Thomas - -	Lands - -	Little Pollicott -	106	2	1
Ditto - -	One undivided Third Part of Lands containing 25 A. 3 R. 35 P.	Do.			
Griffen, John - -	Grubbed Wood - -	Wotton - -	31	3	15
Frost, Richard - -	Part of Rushbed Wood	Brill - -	12	0	34
Edward Stutchfield - -	Part of Lands known as The Walks.	Do. - -	4	0	9
Henry Hubbocks - -	House and Potkiln - -	Do. - -	0	1	12
Rebecca Humphreys - -	Part of Brill Walks, Sidwell's, Back Lawn, Paddock.	Do. - -	6	3	14
Unoccupied - -	House, Yard, and Appurtenances.	Do. - -	0	1	4
West and Chambers - -	Cottages and Gardens -	Do. - -	0	0	37
Govier and Parsons - -	Cottage, Yard, and Appurtenances.	Do. - -	0	1	11
Richard Gibbons - -	Brick-kiln and Yards -	Do. - -	0	3	18
Elizabeth Allen, James Figg, John Cherry, William Edwards, Jane Cherry, John Pearson, William Munday, John Bunyan, Thomas Munday, Thomas Dean, Rowland Wheeler, John Smith, William Tack, Mary Saunders, James Church, John Munday, John Wilson, James Edwards, David Ewers, Henry Cherry, Joseph Hillesden, Samuel Tims, Elizabeth Betts, Edward Pearson, Edward Ewers, Thomas Ewers, William Shirley, William Evans, John Wheeler, William Smith, Ann Bunyan, Susan Betts, Michael Timms, Thomas Figg, Thomas Munday junior, John Wheeler junior, Elizabeth Pearson, Elizabeth Ewers, Ann Smith, and Thomas Tarry.	Forty Freehold Cottages	Ashendon and Pollicott.	2	3	37
George Griffin, Robert Hind, Joseph King, Robert Allen, David Edwards, Edward Parrott, Mary Guntrope, William Ayres, John Parrott, Joseph Taplin, William North, John Hind, William White, Charles Washington, Thomas Roades, Thomas Blunt, Joseph Cawcott, William Blunt, John Hounslow, James Hind, George Hounslow, William Watkins, Joseph Brockless, George Kirby, Thomas Druce,	Thirty-nine Freehold Cottages and Gardens.	Wotton and Long Crendon.	5	0	3

*Duke of Buckingham's Estate.*

Tenants or Occupiers.	Description.	Parishes or Places.	Quantity.		
			A.	R.	P.
John North, John Taylor, Anthony Brockless, John Hind senior, Joseph Ayres, Stephen Hind, William Hounslow, Ann Guntrip, William Hind, William Allen, Thomas Parrott, David Edwards, and Thomas Guntrope.					
Edward Kirby, William Washington, Alice Dormer, William Dormer, and John and David Dormer.	Six Cottages - -	Woodham - -	1	1	31
Joseph Varney, Edward and Zilpha Griffen, and John Griffin.	Four Cottages - -	Kingswood - -	0	3	6
Widow of Richard Read - -	Garden - - -	Kingswood - -	0	0	9

Together with all and singular Houses, Outhouses, Edifices, Buildings, Barns, Stables, Coach-houses, Cottages, Dovecots, Yards, Gardens, Orchards, Backsides, Tofts, Lands, Meadows, Pastures, Heaths, Moors, Marshes, Waste Grounds, Folds, Foldcourses, and Liberty of Foldage, Feedings, Parks, Warrens, Commons, Common of Pasture, Common of Turbary, Mines, Minerals, Quarries, Mills, Mulctures, Customs, Tolls, Duties, Tithes, Tenths, Oblations, Obventions, Furzes, Trees, Woods, Underwoods, Coppices, and the Ground and Soil thereof, Mounds, Fences, Hedges, Ditches, Freeboards, Ways, Wastes, Ponds, Waters, Watercourses, Fishings, Fisheries, Fowlings, Courts Leet, Courts Baron, and other Courts, View of Frankpledge, and all that to View of Frankpledge doth belong, Reliefs, Heriots, Fines, Sums of Money, Amerciaments, Goods and Chattels of Felons and Fugitives, Felons of themselves, Outlawed Persons, Deodands, Waifs, Estrays, Chief Rents, Quit Rents, Rents Charge, Rents Seck, Rents of Assize, Fee-farm Rents, Boons, Services, Royalties, Jurisdictions, Franchises, Liberties, Privileges, Easements, Profits, Commodities, Emoluments, Hereditaments, and Appurtenances whatsoever to the said Manors and other Hereditaments in the First and Second Parts of this Schedule herein-before particularly mentioned, or to any of them, belonging or in anywise appertaining, or with the same or any of them respectively now or at any Time heretofore demised, leased, held, and occupied, possessed, or enjoyed, or accepted, reputed, deemed, taken, or known as Part, Parcel, or Member of them or any Part of them, or appurtenant thereunto, with their and every of their Appurtenances.

*Thos. Beards.*



*Duke of Buckingham's Estate.*

## SECOND SCHEDULE.

*Family Charges on the Buckingham Estates.*

Description of Charge and Security.	Amount of gross Charge, present, future, or contingent.	Amount of annual Charge, present, future, or contingent.	Date of Deed creating or securing Charge.	Parties to Deed creating or securing Charge.
<p>An Annuity or yearly Rent-charge of 1,500<i>l.</i> payable to the Right Honourable George Lord Nugent during his Life, charged upon the Manor and Estate of Wotton Underwood in the County of Buckingham, with the usual Powers of Distress and Entry in case of Nonpayment, and secured by Demise of the said Manor and Estate to Lord Arundell for a Term of 100 Years from the Date of the Deed creating the Annuity.</p>	- - -	<p>£ 1,500</p>	3d April 1819	<p>The Most Noble Richard late Duke of Buckingham and Chandos, then Marquis of Buckingham, of the First Part, the said George Lord Nugent of the Second Part, and the Right Honourable James Everard Lord Arundell of Wardour, now deceased, of the Third Part.</p>
<p>A contingent Jointure Rent-charge of 4,000<i>l.</i> per Annum, charged upon the Manors and Hereditaments in the Counties of Bucks, Oxford, Warwick, Northampton, in England, and Westmeath, Longford, Clare, and Queen's County in Ireland, and the Island of Jamaica in the West Indies, comprised in and settled by the Settlement of the 11th May 1819 made on the Marriage of the said Richard Plantagenet now Duke of Buckingham and Chandos and Mary Duchess of Buckingham and Chandos, his Wife, and payable to the said Mary now Duchess of Buckingham and Chandos for her Life, if the said Duke should die leaving the said Duchess, and also leaving Issue by her an eldest or only Son, or the Issue of an eldest or only Son.</p>	- - -	<p>4,000 or 3,500</p>	11th May 1819	<p>The said Richard late Duke of Buckingham and Chandos, then Marquis of Buckingham, of the First Part, the said Richard Plantagenet now Duke of Buckingham and Chandos, then Earl Temple, of the Second Part, the Right Honourable John late Earl of Breadalbane of the Third Part, the said Mary now Duchess of Buckingham and Chandos, then Lady Mary Campbell, Spinster, of the Fourth Part, the Honourable George Fortescue and James now Earl of Lauderdale, then Viscount Maitland, of the Fifth Part, the Honourable and Reverend George Neville Grenville, then called George Neville, the Right Honourable John now Marquis of Breadalbane, then</p>
<p>A contingent Jointure Rent-charge of 3,500<i>l.</i> per Annum, charged upon the same Manors and Hereditaments, and payable to the said Duchess if the said Duke should die</p>				

[*Private.*]

*Duke of Buckingham's Estate.*

Description of Charge and Security.	Amount of gross Charge, present, future, or contingent.	Amount of annual Charge, present, future, or contingent.	Date of Deed creating or securing Charge.	Parties to Deed creating or securing Charge.
<p>leaving the said Duchess, but not leaving an eldest or only Son by the said Duchess, or any Issue of an eldest or only Son.</p> <p>The said contingent Jointure Rent-charge of 4,000<i>l.</i> or 3,500<i>l.</i>, as the Case may be, is secured by a Term of 1,300 Years created by the said Settlement of 11th May 1819, and vested in George Neville Grenville and John now Marquis of Breadalbane.</p>	£	£		Viscount Glenorchy, of the Sixth Part, and Sir Henry Williams Wynn and John Campbell, Esq., of the Seventh Part.
<p>A gross Sum of 20,000<i>l.</i>, together with Interest at the Rate of 5<i>l.</i> per Centum per Annum, charged on the Manors and Hereditaments comprised in the said Settlement of 11th May 1819, and secured by the said Term of 1,300 Years created by the said Settlement in the said Manors and Hereditaments therein comprised. The said Sum of 20,000<i>l.</i> and Interest are raisable at the Request of the said Richard Plantagenet now Duke of Buckingham and Chandos and Mary Duchess of Buckingham and Chandos, or of the Survivor of them, if living, or otherwise, at the Discretion of the Trustees of the said Term, but during the Life of the said Duke, the Interest belongs to the Person entitled to the Reversion expectant on the Determination of the Term. The Principal is Part of the Portions provided for the Children of the said Duke and Duchess other than and besides an eldest or only Son.</p>	20,000	1,000	11th May 1819	The same Parties.
<p>A gross Sum of 2,000<i>l.</i> charged upon the said Manors and Hereditaments comprised in the said Settlement of 11th May 1819, for the Benefit of the said Mary Duchess of Buckingham and Chandos in case she should survive the said Richard Plantagenet Duke of Buckingham and Chandos,</p>	2,000	-	The same Deed.	The same Parties.



*Duke of Buckingham's Estate.*

Description of Charge and Security.	Amount of gross Charge, present, future, or contingent.	Amount of annual Charge, present, future, or contingent.	Date of Deed creating or securing Charge.	Parties to Deed creating or securing Charge.
<p>unless the said Duke should after his Death provide the said Duchess with a suitable Residence for her Life. The said last-mentioned Sum is secured by and raisable under the Trusts of a Term of 1,400 Years created by the said Settlement of 11th May 1819, and vested in the said George Fortescue and James Earl of Lauderdale.</p>	£	£		
<p>Another gross Sum of 20,000<i>l.</i>, and Interest at the Rate of 5<i>l.</i> per Centum per Annum from the Death of the said Richard Plantagenet Duke of Buckingham and Chandos, charged on the same Manors and Hereditaments, as further Part of the Portions of the Children of the said Duke and Duchess other than and besides an eldest or only Son, and secured by a Term of 1,900 Years created by the said Settlement of 11th May 1819, and vested in the said George Neville Grenville and John Marquis of Breadalbane.</p>	20,000	1,000	The same Deed.	The same Parties.

*Jno. Robson.*  
*Wm. Williams.*

*Duke of Buckingham's Estate.*

## THIRD SCHEDULE.

## THE FIRST PART.

*Particulars of the Ashendon Leasehold Estate.*

	A.	R.	P.
Two Cottages, and Land adjoining	1	2	20
The Site of the old Parsonage, and Premises now used as a Garden	0	2	2
Close of Pasture adjoining the Churchyard	1	0	28
Land at Barkham Hill	4	0	0
Cow Pasture Hill, now in Two	14	2	6
Mellits alias Mollets	2	3	4
Upper Sheepwalk	27	3	5
Lower Sheepwalk, now in Two	41	3	15
Landhurst Meadow	8	2	15
Brook Mead	4	2	0
	107	2	15
Half-yard Land at Great or Little Pollicott	10	0	20
The Church and Rectory.			
A Rent-charge of 300 <i>l.</i> 17 <i>s.</i> 9 <i>d.</i> awarded in lieu of all Great and Small Tithes of Great and Little Pollicott,			

The above Premises are held by Lease from the Dean and Chapter of the Cathedral Church of Christ in Oxford for Twenty-one Years from the 10th Day of October 1849, at the Rent of 14*l.* 13*s.* 4*d.* in Money and Seven Quarters of Wheat and Twenty Quarters of Malt; and on an annual Payment of 30*l.* during the first Seven Years, 70*l.* during the next Seven Years, and 90*l.* during the last Seven Years, to the Minister or Curate of the Parish of Ashendon.



*Duke of Buckingham's Estate.*

## THE SECOND PART.

*Particular of the Radcliffe Leasehold Estate.*

All that the Site of the Manor of Radcliffe-cum-Chackmore, and the Lordship of Hagley, in the County of Buckingham, together with all the Demesne Lands, Meadows, and Pastures thereto belonging; and also all those Four Acres of Arable Land called Lady Acres, being situate in Radcliffe aforesaid; and also all that the Water Mill situate in Radcliffe aforesaid, with the Mill Pond thereto belonging, late in the Occupation of George Newman and Newman, and formerly in the Tenure or Occupation of Newman; all which said Lands and other Lands are more particularly described as follow :

Name.	Description.	Quantity.		
		A.	R.	P.
Bath Close - - -	Pasture - - -	8	0	31
Little Close - - -	Ditto - - -	4	0	21
Great Close - - -	Arable, - 9. 0. 21. - } Pasture, - 6. 0. 0. - }	15	0	21
Ploughed Col - - -	Arable - - -	6	3	30
Fumemons - - -	Ditto - - -	8	0	35
Greaterruntage, Upper Part - - -	Ditto - - -	5	3	0
Lombards Close - - -	Pasture - - -	7	0	28
Little Hermitage - - -	Ditto - - -	4	3	38
Great ditto, Lower Part - - -	Ditto - - -	4	0	15
Furzy Ground - - -	Ditto - - -	21	0	1
Dropshot Ground - - -	Arable - - -	10	2	4
Boughton Hill - - -	Ditto - - -	8	0	16
Gravel Pit Close - - -	Ditto - - -	7	0	28
Bean Ground - - -	Ditto - - -	13	2	35
The Park, Upper Part - - -	Pasture - - -	11	2	18
The Park, West Part - - -	Arable - - -	10	1	25
Ground above, West Part - - -	Pasture - - -	11	2	28
Far Dovers Close - - -	Ditto - - -	6	0	16
Near ditto - - -	Ditto - - -	2	0	23
Sweet Plot - - -	Ditto - - -	9	3	34
Stone Pit Close - - -	Ditto - - -	2	2	11
The Park, Lower Part - - -	Ditto - - -	15	2	39
Wardswell Close - - -	Ditto - - -	10	1	25
Stanfoin Hill - - -	Arable - - -	16	2	12
Mardswell Meadow - - -	Ditto - - -	4	3	17
Cowhouse Meadow - - -	- - -	5	3	3
Radclive Meadow - - -	- - -	11	0	19
Cow Yard Meadow - - -	- - -	1	3	35
Cow Yard, &c. - - -	- - -	0	3	37
The Rookery - - -	Pasture - - -	5	2	23
Back Yard - - -	Ditto - - -	1	1	0
Island - - -	Ditto - - -	0	2	26
Mill Meadow - - -	- - -	3	2	28
Mill Holmes - - -	Meadow - - -	1	1	20
First Pightle - - -	Ditto - - -	0	1	8
Second Pightle - - -	Ditto - - -	0	1	13
Grays Meadow, S. W. End - - -	- - -	12	1	28

[Private.]

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*Duke of Buckingham's Estate.*

Name.	Description.	Quantity.		
		A.	R.	P.
Grays Meadow, N. W. End	- - - - -	3	3	15
Elm Piece	Pasture - - - - -	3	0	28
Town Close	Ditto - - - - -	7	0	0
Hill Meadow	- - - - -	4	1	29
Hill Close	Arable - - - - -	3	2	35
Little Wood Ground, East	{ Seeds 5. 2. 0. - - - } { Pasture 3. 0. 9. - - - }	8	2	9
West Meadow	- - - - -	4	2	0
Little Wood Ground, West	Pasture - - - - -	5	3	0
Great Bushey Ground	Arable - - - - -	10	1	37
Little ditto - ditto	Ditto - - - - -	5	1	36
Spiney	- - - - -	0	2	11
Great Wood Ground	{ West Arable 10. 1. 27. - } { East Pasture 21. 3. 0. - }	32	0	27
Snail Hill	Pasture - - - - -	18	3	11
Marslin Ground	Arable - - - - -	13	2	29
The Hangings Close, S. W.	Pasture - - - - -	8	0	23
Ditto, N. E.	Ditto - - - - -	7	2	15
Little Persham	Ditto - - - - -	5	1	15
Upper Persham	Ditto - - - - -	14	1	37
First Blackwater	Ditto - - - - -	13	0	27
Middle ditto	Ditto - - - - -	13	1	2
Far ditto	{ Pasture 3. 1. 31. } { Seed 7. 0. 29. }	10	2	20
Arygyshall Hill	Pasture - - - - -	23	0	30
Ditto	Meadow - - - - -	9	2	15
Mansion House, Gardens, Yards, and Buildings	- - - - -	1	0	18
Farmhouse, Gardens, Yards, and Buildings	- - - - -	0	2	20
Millhouse, Garden, and Buildings, Rick-yard and Barn, Barns, } Stables, Yard, and Garden - - - - - }	- - - - -	1	1	17

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502 2 20

A Part of the Lands has been taken for the Purposes of the Buckinghamshire Railway.

The above Premises are held by Lease from the Warden and Scholars of St. Mary's College of Winchester in Oxford commonly called New College in Oxford, for Twenty Years from Old Michaelmas Day 1844, at the Rent of 8*l.* 17*s.* 11¼*d.* and 490 Gallons and 2 Quarts of Wheat and 652 Gallons and 2 Quarts of Malt.

*Thos. Beards.*  
*Wm. Williams.*  
*Jno. Robson.*



*Duke of Buckingham's Estate.*

## FOURTH SCHEDULE.

## THE FIRST PART.

*Oxgate Farm and Lands at Willesden.*

Parish.	Name of Farm.	Name of Field.	Number of Acres.			
			A.	R.	P.	
Willesden in the County of Middlesex.	Lower Oxgate	Mince Field	8	2	39	
	Ditto	Copper Mead	16	0	14	
	Ditto	Wood Field and Ox Leys	15	2	20	
	Ditto	Hill Field	9	0	18	
			Portions of Waste in front of the said Fields next the Edgeware Road	1	0	32
	Ditto	Colts Green		7	3	16
	Ditto	Three Acres		4	0	9
	Ditto	Great Field		14	2	38
	Ditto	Eleven Acres		14	0	3
	Ditto	Five Acres		6	1	29
	Ditto	Upper Oxgate	Little Haces	9	1	13
		Ditto	Great Ditto	10	3	29
		Ditto	Lower Apple Croft	5	1	14
Ditto		Upper Ditto	3	2	3	
Ditto		Lower Hughes Close	5	0	30	
Ditto		Upper Ditto		11	0	12
		Portion of Waste in front of the said Fields next the Edgeware Road and the other Roads bounding the said Land	1	3	32	

## THE SECOND PART.

*Land at Willesden under Negotiation for Purchase.*

All that Piece or Parcel of Land containing 1R. 27P., situate on the West Side of Edgeware Turnpike Road, bounded on the North and West by Land being Part of the Oxgate Farm and Lands comprised in the First Part of this Schedule, on the East by the said Turnpike Road, and on the South by the Public Road.

All that Piece or Parcel of Land containing 2A. or thereabouts, situate at the North-west Side of the said Edgeware Turnpike Road, bounded on the North, South, and West by Lands being Parts of the said Oxgate Farm and Lands, and on the East by the said Turnpike Road.

All that other Piece or Parcel of Land containing 1R. 28P. or thereabouts, situate on the West Side of the said Turnpike Road, bounded on the North and West Sides by Lands being Parts of the said Oxgate Farm and Lands, and on the South by Lands formerly belonging to John Allsopp.

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*Duke of Buckingham's Estate.*


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## THE THIRD PART.

*Portland Place Building Ground.*

All that Piece or Parcel of Ground now occupied with Chandos House, being Part of the late Garden belonging to the late Capital Messuage called Foley House, situate and being in the Parish of St. Mary-le-bone in the County of Middlesex, which said Piece or Parcel of Ground abuts on the West on Chandos House and the Yards and Offices thereto belonging, on the East on Portland Place, and on the North and South on Houses in Portland Place, and which Piece or Parcel of Ground contains in Length from North to South at the East End thereof Seventy-five Feet and at the West End thereof Seventy-four Feet Eight Inches, and in Depth from East to West One hundred and twelve Feet Ten Inches, which said Piece or Parcel of Ground was Part of a larger Piece of Ground called or known by the Name of Foley Gardens.

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 THE FOURTH PART.
*Coach-house and Premises in Cleveland Yard.*

All that Piece of Ground situate on the West Side of Cleveland Yard in the Parish of St. James's in the County of Middlesex, together with the Coach-house and Stables and the Lofts and Dwelling Rooms over the same, erected and now standing on the said Ground, which said Premises are now in the Occupation of the Right Honourable Baron de Mauley; and all those Vaults or Cellars under the same Premises, as the same were late in the Occupation of Messrs. Griffith.

*Thos. Beards.*  
*Wm. Williams,*  
*Jno. Robson,*



*Duke of Buckingham's Estate.*

## FIFTH SCHEDULE.

*Dispositions and Charges affecting the Life Estates and Interest of the said Richard Plantagenet Duke of Buckingham and Chandos under the Settlement of the 3d May 1828.*

1	1839	{ 5th March - 20th March - 20th June -	-	A Mortgage and further Charge vested in Edmond Wodehouse, Edward Wenman Martin, William John Utten Browne, and Robert John Harvey Harvey.
	1840	{ 6th February - 13th May - 27th November -	-	
	1841	16th June -	-	
	1841	16th June -	-	
	1842	1st August -	-	
2	1842	5th August	-	
3	1843	15th April	-	A Mortgage to John Attwood, Esquire, now vested in Francis Barchard, Esquire.
4	1843	5th May	-	A Mortgage to John Dawson, Esquire, now vested in the Right Honourable George John Earl De la Warr.
5	1845	{ 22d July - 24th November - 24th November -	-	A Mortgage and further Charges made to Joshua Wigley Bateman and John Dawson and William Hughes Brabant.
	1846	{ 6th May - 3d June -	-	
6	1845	24th November	-	
7	1846	7th February	-	A Mortgage to the Right Honourable Thomas Henry Lord Foley, the Honourable Fitzgerald Algernon Charles Foley, and the Honourable Adelaide Georgina Frederica Foley.
8	1846	3d June	-	A Mortgage to Robert Popplewell Johnson, Esquire.
9	1846	20th April	-	A redeemable Annuity of 5,000 <i>l.</i> for 9 Lives, granted to Francis Watkins and Walter Henry Hitchcock, and now vested in James Rhodes and Sir John Lister Lister Kaye, Baronet, as Trustees for William Cory, James William Deacon, and Swynfen Jervis, Esquires, and the Reverend George Chetwode.
10	1847	26th May	-	Equitable Mortgage in favour of Sir Francis Lawley, Bart.
11	1847	27th May	-	An Indenture made between the said Richard Plantagenet Duke of Buckingham and Chandos of the 1st Part, the said Richard Plantagenet Campbell Marquis of Chandos of the 2d Part, and Abraham George Robarts of the 3d Part, under which the said Duke and Marquis, and the Assigns of the said Marquis, are alone interested.
12	1848	10th October	-	A collateral and further Security to Francis Barchard, Esquire.
13	1848	11th October	-	Conveyance in Trust in the Nature of a Mortgage made to Josiah Wilkinson as a Trustee for the said William Cory, James William Deacon, and Swynfen Jervis, and the said Reverend George Chetwode.
14	1849	7th July	-	A Mortgage to John Sadleir, Esquire.
15	1849	27th October	-	A Mortgage to Sir Robert John Harvey, Knight.

[Private.]

*Duke of Buckingham's Estate.**Judgments.*

Against whom signed.	By whom signed.	When signed.	In what Court.	When registered.
Richard Plantagenet Duke of Buckingham and Chandos.	Edmond Wodehouse, Charles Savill Onley, Edward Wenman Martin, and John Wright.	6th March 1839	Queen's Bench	11th March 1839. 10th April 1844. 2d April 1849.
The Title to this Judgment is now vested in the above-named Edmond Wodehouse, Edward Wenman Martin, William John Utten Browne, and Robert John Harvey Harvey.				
Same	Right Honourable Beaumont Lord Hotham.	18th June 1846	Queen's Bench	18th June 1846.
Richard Plantagenet Grenville Chandos Duke of Buckingham and Chandos, then Marquis of Chandos.	Sir Coutts Trotter, Bart., and Edward Marjoribanks, Esquire.	29th August 1833	Queen's Bench	22d May 1847.
By the Death of the said Sir Coutts Trotter this Judgment has become vested in the said Edward Marjoribanks alone.				
Richard Plantagenet Grenville Chandos Duke of Buckingham and Chandos.	Edward Marjoribanks, Esquire, and Sir Edward Antrobus, Baronet.	8th December 1842	Queen's Bench	22d May 1847.
Richard Plantagenet Campbell Grenville Chandos commonly called Marquis of Chandos, and the Duke of Buckingham.	Walter Henry Hitchcock, Survivor of Francis Watkins deceased.	3d June 1847	Queen's Bench	7th June 1847.
This Judgment is now vested in James Rhodes and Sir John Lister Lister Kaye.				
Richard Plantagenet Campbell Grenville Chandos commonly called Marquis of Chandos, and the Duke of Buckingham.	John Sadleir	31st July 1847	Queen's Bench	31st July 1847.
Same	John Richards, Sir James Macgrigor, and Charles Barry Baldwin.	29th Nov. 1847	Queen's Bench	29th Nov. 1847.
Richard Plantagenet Campbell Nugent Chandos Grenville Temple commonly called Marquis of Chandos.	John Sadleir	29th April 1848	Queen's Bench	29th April 1848.

*Jno. Robson.**Wm. Williams.*

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