



ANNO DECIMO QUARTO & DECIMO QUINTO

# VICTORIÆ REGINÆ.

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## Cap. 5.

An Act for enabling the Trustees of the *Somersetshire, Monmouthshire, Dorsetshire, and Devonshire* Estates devised by the Will of Sir *Thomas Buckler Lethbridge* Baronet, deceased, to grant Farming and Mining Leases of and otherwise extending their Powers in relation to the said Estates. [24th July 1851.]

**W**HEREAS Sir *Thomas Buckler Lethbridge*, late of *Sandhill Park* in the County of *Somerset*, Baronet, deceased, duly made his last Will and Testament dated the Twenty-eighth Day of *December* One thousand eight hundred and forty-eight, and thereby, after bequeathing to his Wife Dame *Anne Lethbridge* a Leasehold House, No. 12, *Royal Crescent, Bath*, and his Jewels, Trinkets, and Ornaments of the Person, and the Furniture and other Effects in the said House, did give, devise, appoint, and dispose of all his Manors, Capital and other Messuages, Lands, Tenements, and Hereditaments, whatsoever and wheresoever, over which he had any Power or Powers of Appointment or Devise, whether in possession, reversion, remainder, or expectancy, save and except the [Private.]

Will of Sir T. B. Lethbridge, dated 28th Dec. 1848.

*Lethbridge's Estate.*

Hereditaments vested in him as a Trustee or Mortgagee, and except his Hereditaments in the County of *Cornwall*, unto Sir *Francis Dugdale Astley* of *Everleigh* in the County of *Wilts*, Baronet, *Charles John Kemeys Tynte* of *Haleswell House* in the County of *Somerset*, Esquire, and the Rev. *William Bernard* of *Clatworthy* in the said County, Clerk, (in the said Will called *William Barnard*,) their Heirs and Assigns for ever, upon the Trusts and for the Intents and Purposes therein-after expressed concerning the same; (that is to say,) upon trust to receive and take the Rents and Profits of the said Estates and Hereditaments so devised to them as aforesaid, and to stand possessed of and apply the same Rents and Profits, when and as the same should from Time to Time have been received, upon the Trusts and for the Purposes following; (that is to say,) upon trust, in the first place, thereout to provide for all Interest due and to become due on any of his Debts and Liabilities on which Interest might be payable, including Mortgages, until the full Discharge of the Capital of all such Debts, Liabilities, and Mortgages should have been accomplished, as therein-after was provided for, and also to pay, satisfy, and discharge all Annuities and other annual Charges which his Real or Personal Estate, or any Part thereof, should at his Decease be liable to pay, and also the Interest of all such Mortgage Monies as might be raised under the Powers of his said Will, and all Expenses incident to the Execution of the Trusts of his said Will; and also upon further trust to pay thereout unto his said Wife and her Assigns during her Life, if she should so long continue his Widow, but no longer, an Annuity or yearly Sum of Seven hundred Pounds of lawful *British* Money, clear of every Deduction, over and above the clear yearly Rentcharge of Six hundred Pounds secured by the Settlement which was made on her Marriage, and which bears Date on or about the Thirtieth Day of *July* One thousand eight hundred and three, and upon the respective quarterly Days of Payment therein specified and appointed for Payment of the last-mentioned Annuity, with a proportionable Part of the Annuity by the said Will given up to the Determination of the same Annuity; and upon further trust to pay thereout to his Daughter *Anna Maria Priscilla*, Wife of General *Clarges*, and her Assigns, an Annuity or yearly Sum of One hundred Pounds of like lawful Money during her natural Life (in addition to the Provision made for her on her Marriage), the same to be for her separate Use, and to be paid half-yearly, clear of Legacy Duty and every other Deduction, with a proportionate Part thereof up to the Day of her Death; and upon further trust to pay thereout to the said Testator's eldest Son *John Hesketh Lethbridge*, and his Assigns during his Life, an Annuity or yearly Sum of One thousand Pounds of like lawful Money, over and above such Sum or Sums of Money as the said Testator might at his Decease be under Engagement, by Settlement or otherwise, annually to pay to him,

*Lethbridge's Estate.*

him, the same to be payable half-yearly, clear of Legacy Duty and every other Deduction whatsoever, and the First Payment to be made at the Expiration of Six Calendar Months after the said Testator's Decease; and upon further trust to pay thereout unto the said Testator's Second Son *Ambrose Goddard Lethbridge*, and his Assigns during his Life, an Annuity or yearly Sum of Five hundred Pounds of like lawful Money, the same to be payable half-yearly, clear of Legacy Duty and every other Deduction whatsoever, the first half-yearly Payment to be made at the Expiration of Six Calendar Months after the said Testator's Decease; and upon further trust to pay thereout unto the said Testator's Grandson *John Periam Lethbridge*, the eldest surviving Son of the said Testator's Son *John Hesketh Lethbridge*, and his Assigns, during the joint Lives of himself and his Father if both should survive the said Testator, an Annuity or yearly Sum of Two hundred Pounds of like lawful Money, the same to be payable half-yearly, clear of Legacy Duty and every other Deduction whatsoever, and the First Payment to be made at the Expiration of Six Calendar Months after the Decease of the said Testator; and in case both should survive the said Testator, and his said Grandson should outlive his Father, then upon trust to pay to the said Testator's said Grandson, during the then Remainder of his Life, an additional Annuity of One hundred Pounds of like lawful Money, by like half-yearly Payments, and clear from Deduction as aforesaid, the First Payment of such additional Annuity to be made at the Expiration of Six Calendar Months next after the Decease of the said Testator's said Son, but if the said Testator's said Grandson should alone survive him, then the first-mentioned Annuity should be and commence from the said Testator's Decease, at and after the Rate of Three hundred Pounds a Year, and upon further trust to pay the several Annuities therein-after by his said Will given; and the said Testator did thereby declare his Will and Mind to be, that if the special Purpose therein-after particularly mentioned should be fully satisfied during the Continuance of any of the aforesaid Annuities, that thenceforth, when the Estates charged therewith became divisible as therein-after mentioned, the following Regulations with respect to the then future Payments of the existing Annuities should be made, that is to say, all of them, except those to the said Testator's eldest Son and his eldest Son, and that to the said Testator's Second Son, should be paid by a Contribution of Two Third Parts thereof from those Portions from the said Testator's said Estates which were to devolve to his eldest Son and his Issue, and the remaining One Third Part thereof from the other Portion of his said Estates, and the Annuities to the said Testator's eldest Son and his eldest Son were to be thenceforth wholly payable out of their Portion of the said Estates, and that to his Second Son was to be wholly payable out of his Portion of the said Estates; and upon further trust to stand possessed of the Residue of all such Rents and Profits for the special Purpose therein-

*Lethbridge's Estate.*

therein-after particularly mentioned; and when such special Purpose should have been fully satisfied, upon trust, first as to the clear net Income which should thenceforth arise and be received from those Parts of his Estates, of whatever Description or Tenure, which lie in the several Parishes of *Bishop's Lydiard, Ashpriors, Combeflorey, Lydiard Saint Lawrence, Halse, Milverton, Wellington, Upton, Clatworthy, Taunton Saint James, Pawlett, and Stogursey* in the County of *Somerset*, of *Trevithin* or elsewhere in the County of *Monmouth*, of *Burton Bradstock* or elsewhere in the County of *Dorset*, and of *Tiverton and Winkleigh* or elsewhere in the County of *Devon*, (save and except the Estates in the said County of *Somerset* which lay in the several Parishes therein-after enumerated,) to pay the same unto his said eldest Son *John Hesketh Lethbridge*, and his Assigns, for and during the Term of his natural Life; and from and after his Decease upon trust to pay the same unto his said Grandson *John Periam Lethbridge*, and his Assigns, for and during the Term of his natural Life; and after his Decease upon trust to stand possessed of the same Estates for the first and other Sons of his said Grandson *John Periam Lethbridge*, and the Heirs of their respective Bodies, in Tail Male, severally, successively, and in remainder One after another according to Priority of Birth, the elder of such Sons and his Heirs Male being always preferred and to take before the younger of such Sons and his Heirs Male; and in default of such Issue, upon trust to pay the clear net Income thenceforth to arise from the same Estates unto the said Testator's Grandson *Wroth Acland Lethbridge*, and his Assigns, for and during the Term of his natural Life; and from and after his Decease to stand possessed of the same Estates upon trust for the first and other Sons of his said Grandson *Wroth Acland Lethbridge*, and the Heirs of their respective Bodies in Tail Male, severally and successively and in remainder One after another according to Priority of Birth, the elder of such Sons and his Heirs Male being always preferred and to take before the younger of such Sons and his Heirs Male; and in default of such Issue upon trust to stand possessed of the same Estates upon trust for every other younger Son of the Body of the said Testator's said eldest Son, and the Heirs of their respective Bodies, in Tail Male, severally, successively, and in remainder One after another according to Priority of Birth, the elder of such Sons and his Heirs Male being always preferred and to take before the younger of such Sons and his Heirs Male, it being the said Testator's Intention, however, that any such Son born in his Lifetime should take an Estate for Life only, with Remainder in Tail to his Issue Male; and in default of such Issue upon trust to pay the clear net Income thenceforth to arise from the same Estates unto his Second Son the said *Ambrose Goddard Lethbridge*, and his Assigns, for and during the Term of his natural Life; and from and after his Decease to stand possessed of the same Estates upon trust

*Lethbridge's Estate.*

for the first and other Sons of his said Second Son *Ambrose Goddard Lethbridge*, and the Heirs of their respective Bodies, in Tail Male, severally and successively and in remainder One after another according to Priority of Birth, the elder of such Sons and his Heirs Male being always preferred and to take before the younger of such Sons and his Heirs Male, it being the said Testator's Intention, however, that any such Son born in his Lifetime should take an Estate for Life only, with Remainder in Tail to his Issue Male; and in default of such Issue in trust for the said Testator's own right Heirs for ever; and when the therein-before mentioned special Purpose should have been fully satisfied, upon trust, secondly, as to the clear net Income which should henceforth arise and be received from his Mansion House of *Charcote Lodge*, and those Parts of his Estates in the County of *Somerset*, of whatever Description or Tenure, which lie in the several Parishes of *Luxborough, Withiel Florey, Treborough, Old Cleave, Carlhampton, Kingsbrompton, Exton, and Cutcombe*, to pay the same unto his said Second Son *Ambrose Goddard Lethbridge*, and his Assigns, for and during the Term of his natural Life; and from and after his Decease to stand possessed of the said Testator's last-mentioned Estates upon trust for the first and other Sons of his said Son *Ambrose Goddard Lethbridge*, and the Heirs of their respective Bodies, in Tail Male, severally, successively, and in remainder One after another according to Priority of Birth, the eldest of such Sons and his Heirs Male being always preferred and to take before the younger of such Sons and his Heirs Male, it being the said Testator's Intention, however, that any such Son born in the said Testator's Lifetime should take an Estate for Life only, with Remainder in Tail to his Issue Male; and in default of such Issue upon trust to pay the clear net Income thenceforth to arise from the said Testator's said last-mentioned Estates unto his Third Son *Thomas Prowse Lethbridge*, and his Assigns, for and during the Term of his natural Life; and from and after his Decease upon trust to pay the same unto his Grandson *Charles Lethbridge*, the eldest Son of the said Testator's said Son *Thomas Prowse Lethbridge*, and his Assigns, for and during the Term of his natural Life; and from and after his Decease to stand possessed of the said Testator's last-mentioned Estates upon trust for the first and other Sons of his said Grandson *Charles Lethbridge*, and the Heirs of their respective Bodies in Tail Male, severally, successively, and in remainder One after another according to Priority of Birth, the elder of such Sons and his Heirs Male being always preferred and to take before the younger of such Sons and his Heirs Male; and in default of such Issue upon trust to pay the clear net Income thenceforth to arise from his said last-mentioned Estates unto the said Testator's Grandson *Edward Lethbridge*, the Second Son of his said Son *Thomas Prowse Lethbridge*, and his Assigns, for and during the Term of his natural Life; and from and after his Decease

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*Lethbridge's Estate.*

to stand possessed of the said Testator's last-mentioned Estates upon trust for the first and other Sons of his said Grandson *Edward Lethbridge*, and the Heirs of their respective Bodies, in Tail Male, severally, successively, and in remainder One after another according to Priority of Birth, the elder of such Sons and his Heirs Male being always preferred and to take before the younger of such Sons and his Heirs Male; and in default of such Issue to stand possessed of his said last-mentioned Estates upon trust for any other younger Son of the Body of his said Son *Thomas Prowse Lethbridge*, and the Heirs of their respective Bodies, in Tail Male, severally, successively, and in remainder One after another according to Priority of Birth, the elder of such Sons and his Heirs Male being always preferred and to take before the younger of such Sons and his Heirs Male, it being the said Testator's Intention, however, that any such Son born in his Lifetime should take an Estate for Life only, with Remainder in Tail to his Issue Male; and in default of such Issue in trust for the said Testator's own right Heirs for ever; and the said Testator thereby gave and devised all the Messuages, Lands, and Tenements which were held by him by Leases for Lives or Years respectively, and forming Part of his *Somersetshire, Monmouthshire, Dorsetshire, or Devonshire* Estates, unto and to the Use of the said Sir *Francis Dugdale Astley, Charles John Kemeys Tynte, and William Bernard*, their Executors, Administrators, and Assigns, according to the Nature of his Interest therein, for and during all such Estate, Term, and Interest as he should have therein respectively at the Time of his Decease, upon the Trusts following, (that is to say,) upon trust to renew the subsisting Leases of such Parts thereof as should be held by renewable Leases at the usual and customary Periods, or oftener if the same should be considered necessary or expedient, and out of the Rents and Profits of the same Premises from Time to Time to pay the respective Rents reserved and to be reserved by the then present and all future Leases thereof respectively, and perform the Covenants and Agreements therein respectively contained and to be contained on the Part of the Lessees, and also the Fines, Fees, and Expenses incident to or attending every such Renewal as aforesaid, and to apply the same accordingly; and he did thereby declare and direct that his said Trustees, their Executors, Administrators, and Assigns, should stand and be seised, possessed, and interested of and in all the said several Leasehold Premises during the Continuance of the Estates and Interests granted or to be granted by the present or any future Leases thereof respectively, upon such Trusts as would nearest and best correspond with those herein-before declared concerning the said Testator's Freehold Estates lying in the respective Parishes in which such Leasehold Estate should be, or as near thereto as might be, and the respective Natures and Tenures of the same several Leasehold Premises would

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*Lethbridge's Estate.*

admit of, to the Intent that the same several Leasehold Premises might be held and enjoyed and go along with his said Freehold Estates and Hereditaments in the same Parishes, so far as the Rules of Law or Equity would allow of; and the said Testator did thereby declare, that no Person taking an Estate Tail under the Limitations therein-before declared should acquire an absolute Interest unless and until such Person should live to attain the Age of Twenty-one Years, or die under that Age leaving Issue of his Body inheritable to such Estate Tail; and after bequeathing his Dinner Service of Plate to the said Trustees upon Trusts for permitting the same to go along with the said Testator's Mansion of *Sandhill Park* in the Nature of Heirlooms, as therein mentioned, and exempting the same from the Payment of his Debts, and after authorizing and empowering his Executors therein-after named, or other his personal Representative for the Time being, to permit and suffer the Furniture, Pictures, Books, and other moveable Appendages in his Mansions of *Sandhill Park* and *Charcote Lodge*, and the Offices and Outbuildings thereto belonging, to remain in his said Mansions respectively, for the Use and Enjoyment of the Party for the Time being entitled to the Occupation of such Mansions under the Trusts of that his Will, and for the aforesaid Purposes exempting the same from the Payment of his Debts, and authorizing his Executors or other personal Representative to make such Regulations respecting the said Furniture, Pictures, Books, and other moveable Appendages as should be necessary, and after devising his (Testator's) Freehold and Leasehold Estates in the County of *Cornwall* to Uses or upon Trusts for the Benefit of the said *Thomas Prowse Lethbridge* and his Issue, and declaring that the Provision so made for the said *Thomas Prowse Lethbridge* was in lieu of an Annuity then paid him, and which was charged on Part of the Testator's *Somersetshire* Estate, and that if the said *Thomas Prowse Lethbridge* did not, when required, release the last-mentioned Estate from such Annuity, he should forfeit, as therein mentioned, his Interest in the *Cornwall* Estate, the said Testator by his said Will gave and bequeathed unto *Lucy*, the Wife of *Hugh Fitz-Roy*, therein-before described as of *Great Ryburgh* in the County of *Norfolk*, Esquire, *Fanny*, the Wife of *Charles Augustus Thurlow*, therein-before described as of *Malpas* in the County of *Chester*, Clerk, and *Emma*, the Wife of the said Sir *Francis Dugdale Astley*, an Annuity or yearly Sum of One hundred Pounds each for and during the respective Periods of their natural Lives, and unto the said Testator's Grand-daughter *Agatha*, the Wife of *I Pratt* Esquire, of *Montreal*, an Annuity or yearly Sum of Fifty Pounds, and unto his (Testator's) Grand-daughter *Annette*, the Wife of *Gerald Rigbye Collins* Esquire, of *Tours* in *France*, an Annuity or yearly Sum of Eighty Pounds, for and during the respective Periods of their natural Lives, the said Testator did declare his Will to be, that all the said Five  
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*Lethbridge's Estate.*

several Annuities should commence at the said Testator's Decease, and be paid half-yearly, without any Deduction for Legacy Duty or otherwise; and the said Testator gave and bequeathed to the said Sir *Francis Dugdale Astley*, *Charles John Kemey's Tynte*, and *William Bernard* the Sum of One hundred Pounds Sterling each, and to the said *Hugh Fitz-Roy* and *Charles Augustus Thurlow* the Sum of Five hundred Pounds Sterling each, and he gave to each of his Servants living with him at his Decease who might have been in his Service Three Years and upwards One Year's Wages, free of Legacy Duty, over and above the Wages which might be due to them respectively, and he gave to *Mistress Ann Edwards* his Housekeeper an Annuity or yearly Sum of Twenty-five Pounds for her Life, and to *Samuel Woolcot* his Steward and Bailiff an Annuity or yearly Sum of Twenty Pounds for his Life, and to *George Knight* his Gamekeeper an Annuity or yearly Sum of Ten Pounds for his Life, and to his Footman *Robert Vincent* an Annuity or yearly Sum of Ten Pounds for his Life, the said Four several last-mentioned Annuities to be paid half-yearly, free from Legacy Duty and every other Deduction, and the same to be in addition to what they might be respectively entitled to under the Bequest in favour of his Servants who had been Three Years in his Service; and the said Testator gave to Eighteen Labourers One Pound One Shilling each, and a full Suit of Clothes, to carry his Body from his Dwelling House on their Shoulders, as any other poor Man was carried; and as to all his ready Money, Stock in the Public Funds, Securities for Money, and all the Rest, Residue, and Remainder of his Personal Estates and Effects, whatsoever and where-soever, and of what Nature or Kind soever, not thereby specifically bequeathed or disposed of, the said Testator directed that the same and every Part thereof (except an Annuity payable to him by *William Williams* Esquire, of *Pentwyn* Ironworks, of Two thousand five hundred Pounds,) should with all convenient Speed be called in, sold, and converted into Money by his Executors therein-after named, and that the Proceeds therefrom arising, and also the said Annuity as received, should (so far as the same would extend) be applied in Payment of his Funeral and Testamentary Expenses, and the Debts he should owe at the Time of his Decease, and the Charges and Incumbrances on his Estates, including the Charges and Incumbrances on the *Cornwall* Estate (if any), and if there should be any Surplus after answering the Purposes aforesaid, then the same should be applicable to the Payment of the Legacies given by that his Will, and of the Duty on such of them as he had directed to be paid Duty-free, and next in keeping down the several Annuities given by that his Will which he had not expressly directed to be paid out of the Rents and Profits of any Part of his Real Estate, and of the Duty on such as he had directed to be paid Duty-free, and then in keeping down the Annuities and other annual Sums which he had directed

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*Lethbridge's Estate.*

to be paid out of the Rents and Profits of his Real Estate, so far as the same would extend; and the said Testator declared that if there should be any Deficiency of his Personal Estate for answering all and every the Purposes of that his Will, such Deficiency should be made good from Time to Time out of the Rents and Profits of his *Somersetshire, Monmouthshire, Dorsetshire, and Devonshire* Estates; and the said Testator by his said Will declared that the special Trust or Purpose therein-before referred to, or for which the Surplus or Residue of the Rents and Profits of his *Somersetshire, Monmouthshire, Dorsetshire, and Devonshire* Estates was to be held, was, that such Surplus or Residue should go in aid of his Personal Estate until all his Debts and Liabilities of every kind (including all Charges by way of Mortgage and otherwise) on any Part of his Real Estate, and the several Legacies by his said Will given, and all Interest for the same, and all the Expenses which might from Time to Time be incurred, should be fully paid off and satisfied, it being his Intention that such Surplus or Residue should not be paid to the Person for the Time being entitled thereto under that his Will until the aforesaid special Trust or Purpose should have been fully satisfied; and he declared it to be his Will, that all Acts necessary to be done for effectuating his Intentions in that Behalf might be done accordingly as Occasion should require, and he appointed his said Sons *Ambrose Goddard Lethbridge* and *Thomas Prowse Lethbridge* joint Executors of his said Will, and he gave and devised to them, their Heirs and Assigns, all such Real Estates as were vested in him by way of Mortgage, and he authorized and empowered his said Executors to settle and adjust all Accounts relating to his Estate, and to agree and compound with any Person or Persons who after his Death might be Debtors or Accountants to or who should appear or pretend to be Creditors or Demandants upon his Estate in all Cases where the same should seem to them necessary or reasonable, and he likewise authorized and empowered them, and also the Trustees or Trustee for the Time being of his *Somersetshire, Monmouthshire, Dorsetshire, and Devonshire* Estates, (so far as they might be interested,) to pay, satisfy, and discharge, or join in paying, satisfying, or discharging, all Debts or Sum and Sums of Money due from him at the Time of his Decease, in such Order and Course as they should think proper, and to allow Interest upon any Debts or Liabilities he might owe or be under at the Time of his Decease, and on any Sum or Sums of Money to become payable by virtue of his said Will, as they should think proper, and he did fully authorize and empower the said *Sir Francis Dugdale Astley, Charles John Kemey's Tynte, and William Bernard*, and the Survivors and Survivor of them, and other the Trustees or Trustee for the Time being of his *Somersetshire, Monmouthshire, Dorsetshire, and Devonshire* Estates, with the Concurrence of his Executors or other his personal Representatives for the Time being, to borrow and take up at Interest any Sum or Sums of Money which

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*Lethbridge's Estate.*

should be necessary for carrying into effect the Purposes of his said Will, and to that end to concur in the Assignment of any existing Security, and likewise to mortgage all or any Part of his *Somersetshire*, *Monmouthshire*, *Dorsetshire*, or *Devonshire* Estates, either in Fee or for Years, (which Mortgage or Mortgages should override and take Priority of all and every or any of the Trusts by his said Will declared of the same Estates,) and he authorized them and all other necessary Parties to join in all and every or any such Assignment, Mortgage, or other Assurance relating to the Matters aforesaid, as might be necessary; and the said Testator declared his Will to be, that the Receipts in Writing of any Trustees or Trustee acting under his said Will for any Monies raised by any Mortgage or other Disposition of any Part of his Real Estate, by virtue of his said Will, or for any Sum or Sums of Money which might have come to the Hands of such Trustees or Trustee in the Execution of any of the Trusts or Powers of that his Will, should be good and effectual Discharges to the Person or Persons making such Payment for so much Money as should in such Receipt be acknowledged or expressed to have been received, and that such Person or Persons, his, her, or their respective Heirs, Executors, Administrators, or Assigns, or of any of them, should not afterwards be answerable or accountable for the Monies for which any such Receipt should have been given as aforesaid, nor for the Loss, Misapplication, or Nonapplication of the same or any Part thereof, and he did thereby authorize and empower any Trustees or Trustee for the Time being acting under his said Will, out of the Funds from Time to Time coming to their Hands under the Trusts therein-before contained, to expend such Sum or Sums of Money as they should deem expedient in the Repairs and Improvement and Insurance against Fire of any of the Messuages and other Buildings, Lands, and Hereditaments thereby devised as aforesaid, including his Mansion Houses of *Sandhill Park* and *Charcote Lodge*, and the Fixtures, Furniture, and Effects therein respectively, and generally to make such Expenditure in the Amelioration and Improvement of the Trust Estate during the Continuance of the Trusts thereby created as the said Trustees for the Time being should think proper and expedient; and the said Testator declared that it should be lawful for the said Trustees for the Time being, if they or he should think proper, to permit the Person or Persons who might under the Trusts before declared be entitled to a Life or other greater Estate in the respective Portions of his *Somersetshire* Estates to occupy the Mansion Houses, Gardens, and Premises, without paying any Rent or Compensation for the same, and without such Person or Persons being obliged at his Expense to keep the same in repair, or being at any other Expense than paying the Rates and Taxes; and the said Testator thereby declared and directed, that if any or either of the Trustees named in that his Will, or any future Trustee or Trustees to be appointed in their or any of their Stead by virtue of his said Will, should depart this Life in his the said Testator's Lifetime

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*Lethbridge's Estate.*

or after his Decease, or renounce or decline or become incapable to act before the Accomplishment or Performance of the said respective several Trusts and Purposes therein-before declared, it should be lawful for the Survivors or Survivor, or other or others of the said Trustees respectively for the Time being, to appoint, by any Writing or Writings under their or his Hands and Seals or Hand and Seal respectively, any other Person or Persons to be a Trustee or Trustees for the respective Purposes aforesaid, in the Place of the Trustee or Trustees so dying, or renouncing or declining to act, or otherwise ceasing to be an acting Trustee of his said Will, it being the said Testator's Will that the original Number should from Time to Time be kept up, and that when and as often as any new Trustees or Trustee should be appointed as therein-before mentioned all and singular the Trust Estates, Securities, Monies, and Effects which should have been actually vested in the Persons or Person so dying, renouncing or desiring to be discharged, or declining or becoming incapable to act as aforesaid, by virtue or in pursuance of his said Will, should respectively with all convenient Speed be conveyed, assigned, and transferred so and in such Manner as that the same should be effectually vested in the surviving or continuing Trustees or Trustee and such new Trustees or Trustee, or in such new Trustees or Trustee only, as the Case might require, upon the same Trusts, and to and for the same Intents and Purposes, and with, under, and subject to the same Powers, Provisoos, Declarations, Limitations, and Discretions as were therein-before expressed, declared, and directed of or concerning the same Trust Estates, Monies, and Premises respectively, or upon and under and subject to such of the same Trusts, Powers, Provisoos, Limitations, and Declarations as for the Time being should be existing unperformed or capable of taking effect, and that every such new Trustee should immediately upon or after such Nomination as aforesaid, as well before as after the Execution of such Conveyances and Assignments as aforesaid, act and assist in the Management, carrying on, and Execution of the several Trusts or any of them in respect of which they or he should be so appointed, as fully and effectually, and with all the same Powers and Indemnities, to all Intents and Purposes, as if he or they had been originally appointed a Trustee or Trustees thereof by his said Will; and the said Testator did expressly declare and direct, that his said Executors, and the several Trustees therein-before named, and the Trustees for the Time being of that his Will respectively, their respective Heirs, Executors, or Administrators, should not be answerable or accountable the One for the other or others of them, but each of them for his and her own respective Acts, Receipts, Neglects, or Defaults only, nor for any Money, Rents, or Profits, but such only as they respectively should actually receive by virtue of that his Will, notwithstanding their giving any Receipt for the sake of Conformity, nor for any Loss which should or might happen by the Act or Failure of  
of

*Lethbridge's Estate.*

of any Tenant, Steward, Agent, Banker, or Receiver, or of any other Person or Persons employed or acting in the Execution of that his Will, under them or any or either of them, nor for any other Misfortune, Loss, or Casualty which might happen to his said Estate and Effects in the Execution of that his Will, except the same should occur through the gross Neglect or wilful Default of such Executors or Trustees respectively, and that they respectively, and their respective Executors and Administrators, should and might retain and deduct and be allowed out of their respective Trust Monies which should come to their respective Hands all such Costs, Charges, Damages, and Expenses as should be incurred or occasioned by the Execution and Performance of all or any of the Trusts, Powers, and Authorities in them respectively vested and reposed by virtue or in pursuance of that his Will; and the said Testator thereby revoked all former and other Wills and Codicils by him at any Time or Times theretofore made: And whereas the said *John Hesketh Lethbridge* had Issue Male living at the Date of the said Will, besides the said *John Periam Lethbridge* and *Wroth Acland Lethbridge*, Two Sons only, namely, *Albert Arthur Erin Lethbridge* and *Walter Buckler Lethbridge*: And whereas the said *Sir Thomas Buckler Lethbridge* died on or about the Seventeenth Day of *October* One thousand eight hundred and forty-nine, without having revoked or altered his said Will, leaving the said *John Hesketh Lethbridge*, who on the Decease of the said Testator succeeded to the Baronetcy and became *Sir John Hesketh Lethbridge*, his Heir-at-Law: And whereas the said Will was proved by the said *Ambrose Goddard Lethbridge* and *Thomas Prowse Lethbridge* in the Prerogative Court of the Archbishop of *Canterbury* on or about the Thirteenth Day of *December* One thousand eight hundred and forty-nine: And whereas the said *Charles John Kemeys Tynte* and *William Bernard*, by a Deed under their Hands and Seals, dated the Twenty-sixth Day of *April* One thousand eight hundred and fifty, did absolutely renounce and disclaim all and singular the Freehold and Leasehold Premises and Legacies expressed to be given, devised, or bequeathed to them by the said Will, and also the Office of Trustees of the said Will, and all and singular Trusts, Powers, Authorities, Rights, and Privileges whatsoever under the said Will: And whereas, under and by means of an Indenture dated the Twenty-seventh Day of *April* One thousand eight hundred and fifty, and made or expressed to be made between the said *Sir Francis Dugdale Astley* of the First Part, *Ambrose Lethbridge Goddard* of the *Lawn* near *Swindon* in the County of *Wilts*, Esquire, and the said *Charles Augustus Thurlow*, of the Second Part, and *George Barker* of the Third Part, and an Indenture dated the said Twenty-seventh Day of *April* One thousand eight hundred and fifty, endorsed on the last-mentioned Indenture, and made or expressed to be made between the said *George Barker* of the One Part, and the said *Sir Francis Dugdale Astley*,

Deed, dated  
26th April  
1850.

Indentures,  
dated 27th  
and 29th  
April 1850.

*Lethbridge's Estate.*

*Astley, Ambrose Lethbridge Goddard, and Charles Augustus Thurlow* of the other Part, and an Indenture dated the Twenty-ninth Day of *April* One thousand eight hundred and fifty, also endorsed on the first-mentioned Indenture of the Twenty-seventh Day of *April* One thousand eight hundred and fifty, and made or expressed to be made between the said *Sir Francis Dugdale Astley, Ambrose Lethbridge Goddard, and Charles Augustus Thurlow* of the First Part, the said *Hugh Fitz-Roy* of the Second Part, and the said *George Barker* of the Third Part, and another Indenture dated the said Twenty-ninth Day of *April* One thousand eight hundred and fifty, also endorsed on the said first-mentioned Indenture of the Twenty-seventh Day of *April* One thousand eight hundred and fifty, and made or expressed to be made between the said *George Barker* of the One Part, and the said *Ambrose Lethbridge Goddard, Charles Augustus Thurlow, and Hugh Fitz-Roy* of the other Part, some or One of the same Indentures, the said *Ambrose Lethbridge Goddard, Charles Augustus Thurlow, and Hugh Fitz-Roy* were duly appointed Trustees in the Place of the said *Sir Francis Dugdale Astley, Charles John Kemeys Tynte, and William Bernard*, and all the Freehold and Leasehold Premises by the said Will given, devised, and bequeathed to the said *Sir Francis Dugdale Astley, Charles John Kemeys Tynte, and William Bernard* as aforesaid, became vested in the said *Ambrose Lethbridge Goddard, Charles Augustus Thurlow, and Hugh Fitz-Roy*, their Heirs, Executors, Administrators, and Assigns, upon the Trusts in and by the said Will declared concerning the same, or such of them as were then subsisting: And whereas the Bulk of the Personal Estate of the said *Sir Thomas Buckler Lethbridge* (other than such Part thereof as is by the said Will specifically bequeathed or expressly exempted from the Payment of Debts) has been exhausted in Payment of the Funeral and Testamentary Expenses of the said Testator, and certain Mortgage Debts, amounting together to the Sum of Ten thousand Pounds, and certain Bond Debts, and the Simple Contract Debts of the said Testator, and the Legacies (other than Annuities) given by the said Will, and the Legacy Duty thereon, and there remains to be paid and satisfied out of the Residue of the said Personal Estate, and under the aforesaid special Trust created by the said Will of the said *Sir Thomas Buckler Lethbridge*, Mortgage Sums or Charges and Bond Debts amounting together to the Sum of Eighty-eight thousand seven hundred Pounds, which Mortgage Sums or Charges and Bond Debts are mentioned and specified in the First Part of the First Schedule hereunto annexed: And whereas the said *Somersetshire, Monmouthshire, Dorsetshire, and Devonshire* Estates (exclusive of Interest on the aforesaid gross Sum) are subject to the Payment of annual Sums (including the Annuities given by the said Will, and other Annuities payable to the said *Dame Anne Lethbridge, Sir John Hesketh Lethbridge, Anna Maria Priscilla* [Private.] . . . . . *Clarges,*

*Lethbridge's Estate.*

*Clarges*, or the said *Richard Goddard Hare Clarges* in her Right, and *Janetta Loder*,) amounting together to the Sum of Five thousand two hundred and sixty-seven Pounds, which several annual Sums are mentioned and specified in the Second Part of the said First Schedule to this Act: And whereas the said *John Periam Lethbridge* hath never been married: And whereas the said *Wroth Acland Lethbridge* is an Infant of the Age of Twenty Years or thereabouts, and hath never been married: And whereas the said *Albert Arthur Erin Lethbridge* is an Infant of the Age of Ten Years or thereabouts: And whereas the said *Walter Buckler Lethbridge* is an Infant of the Age of Six Years or thereabouts: And whereas the said *Sir John Hesketh Lethbridge* hath not had any Son born since the Date of the said Will of the said *Sir Thomas Buckler Lethbridge*: And whereas the said *Ambrose Goddard Lethbridge* hath never been married: And whereas the said *Charles Lethbridge* and *Edward Lethbridge* are Infants of the Ages of Fifteen Years and Four Years respectively, or thereabouts: And whereas the said *Thomas Prowse Lethbridge* hath not had any other Son: And whereas the said *Somersetshire, Monmouthshire, Dorsetshire, and Devonshire* Estates consist of the Particulars specified in the Second Schedule to this Act, and are for the most part let to yearly Tenants, but as to some Portions thereof to Tenants holding under Agreements for Leases of Seven Years: And whereas there are under the said *Somersetshire* and *Monmouthshire* Estates, or some Parts of them, Mines of Coal, Ironstone, Iron Ore, and other Minerals, some of which were opened and partially worked by the said *Sir Thomas Buckler Lethbridge*: And whereas there is also on the said *Somersetshire, Dorsetshire, and Devonshire* Estates, or some Parts of them, a considerable Quantity of Timber fit for felling, and not likely to increase in Value by being left to stand: And whereas the Value of the said *Somersetshire, Monmouthshire, Dorsetshire, and Devonshire* Estates, or the Amount of Income derivable from the same, might be materially increased if Farming Leases could be granted of the same Estates, and if Mining Leases could be granted of the said *Somersetshire* and *Monmouthshire* Estates, and also if the Timber and Timberlike Trees on the said *Somersetshire, Dorsetshire, and Devonshire* Estates ripe for felling could be felled and Underwood cut; but the said Will of the said *Sir Thomas Buckler Lethbridge* does not contain any Power to grant Farming and Mining Leases, and it is doubtful whether under the Trusts of the said Will the Trustees of the said Estates would be authorized to fell Timber and Timberlike Trees, and cut Underwood: And whereas it would facilitate the Performance of the special Trust created by the said Will of the said *Sir Thomas Buckler Lethbridge*, and be greatly to the Benefit of the Persons interested or to be interested under or by virtue of the said Will in the said *Somersetshire, Monmouthshire, Dorsetshire, and Devonshire* Estates, if Powers for granting Farming

*Lethbridge's Estate.*

and Mining Leases, and for felling Timber and Timberlike Trees, and cutting Underwood, could be conferred on the Trustees of the said Estates; but the Purposes aforesaid cannot be effected without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said Sir *John Hesketh Lethbridge* on his own Behalf and as Father and natural Guardian of the said *Wroth Acland Lethbridge*, *Albert Arthur Erin Lethbridge*, and *Walter Buckler Lethbridge*, the said *John Periam Lethbridge*, *Ambrose Goddard Lethbridge*, *Thomas Prowse Lethbridge* on behalf of himself and as Father and natural Guardian of the said *Charles Lethbridge*, and *Edward Lethbridge*, *Dame Anne Lethbridge*, *Richard Goddard Hare Clarges*, and *Anna Maria Priscilla Clarges*, *Ambrose Lethbridge Goddard*, *Charles Augustus Thurlow*, and *Hugh Fitz-Roy*, do 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 of the Commons, in this present Parliament assembled, and by the Authority of the same,

I. That from and after the passing of this Act it shall be lawful for the said *Ambrose Lethbridge Goddard*, *Charles Augustus Thurlow*, and *Hugh Fitz-Roy*, or other the Trustees or Trustee for the Time being of the *Somersetshire*, *Monmouthshire*, *Dorsetshire*, and *Devonshire* Estates devised by the said Will of the said Sir *Thomas Buckler Lethbridge*, during the Continuance of the special Trust created by the same Will as aforesaid, at the Discretion of them the said Trustees or Trustee, and after the Determination of such special Trust, during the Life of any Person to whom as Tenant for Life under the Trusts of the said Will the Rents and Profits of the Hereditaments proposed to be leased under the Power intended to be conferred by this present Clause or Enactment shall for the Time being be payable, with the Consent in Writing of such Person if he shall be of full Age, and during the Minority of any Person to whom as Tenant for Life under the Trusts of the said Will the Rents and Profits of the Hereditaments proposed to be leased under the Power intended to be conferred by this present Clause or Enactment shall or if he were of full Age would for the Time being be payable, or who shall for the Time being be entitled to the same Hereditaments as Tenant in Tail Male by Purchase, at the Discretion of the said Trustees or Trustee, to demise or lease all or any of the said *Somersetshire*, *Monmouthshire*, *Dorsetshire*, and *Devonshire* Estates devised by the said Will as aforesaid, for any Term of Years not exceeding Twenty-one Years, to take effect in possession, so as there be reserved on every such Demise the best yearly Rent or Rents, to be incident to the immediate Reversion, that can be reasonably gotten, without taking anything in the Nature of a Fine, Foregift, or Premium, and so as there be contained in every such Lease a Condition for Re-entry on

Power to  
lease for  
Twenty-one  
Years.

Nonpayment.

*Lethbridge's Estate.*

Nonpayment within a reasonable Time, to be therein specified, of the Rent or Rents thereby reserved, and so as the Lessee or Lessees do execute a Counterpart thereof, and do thereby covenant for the due Payment of the Rent or Rents thereby reserved, and be not made punishable for Waste.

Power to  
lease Mines  
and Minerals  
for Sixty  
Years.

II. That from and after the passing of this Act it shall be lawful for the said *Ambrose Lethbridge Goddard, Charles Augustus Thurlow, and Hugh Fitz-Roy*, or other the Trustees or Trustee for the Time being of the said *Somersetshire, Monmouthshire, Dorsetshire, and Devonshire* Estates devised by the said Will of the said Sir *Thomas Buckler Lethbridge*, during the Continuance of the special Trust created by the said Will, at the Discretion of the said Trustees or Trustee, and after the Determination of such special Trust, during the Life of any Person to whom as Tenant for Life under the Trusts of the same Will the Rents and Profits of the Hereditaments proposed to be leased under the Power intended to be conferred by this present Clause or Enactment shall for the Time being be payable, with the Consent in Writing of such Person if he shall be of full Age, and during the Minority of any Person to whom as Tenant for Life under the Trusts of the same Will the Rents and Profits of the Hereditaments proposed to be leased under the Power intended to be conferred by this present Clause or Enactment shall or if he were of full Age would for the Time being be payable, or who shall for the Time being be entitled to the same Hereditaments as Tenant in Tail Male by Purchase, at the Discretion of the said Trustees or Trustee, to demise or lease all or any of the Mines, Minerals, Quarries, Stones, and Substances upon or under all or any of the said *Somersetshire, Monmouthshire, Dorsetshire, and Devonshire* Estates devised by the said Will of the said Sir *Thomas Buckler Lethbridge* as aforesaid, either with or without any Messuages, Buildings, Lands, or Hereditaments convenient to be held with the same respectively, and either with or without the Surface of the Lands in or under which the same or any Part thereof respectively shall be, and whether the same have or have not been hitherto opened or worked, for any Term of Years not exceeding Sixty Years, to take effect in possession, together with all such Liberties, Licencés, Powers, and Privileges for searching for, working, getting, washing, smelting, rendering merchantable, and disposing of the said Mines, Minerals, Quarries, Stones, and Substances, as to the said Trustees or Trustee for the Time being shall seem expedient, so as there be reserved on every such Lease the best Rent or Rents, Tolls, Duties, Royalties, or Reservations, by the Acre, the Ton, or otherwise, and to be incident to the immediate Reversion, that can be reasonably gotten, without taking anything in the Nature of a Fine, Premium, or Foregift, and so as there be contained in every such Deed a Condition for Re-entry for Nonpayment or Nondelivery within



*Lethbridge's Estate.*

within a reasonable Time, to be therein specified, of the Rent or Rents, Tolls, Duties, Royalties, or Reservations thereby reserved, and so as the Lessee or Lessees do execute a Counterpart thereof, and do thereby covenant for the due Payment or Delivery of the Rent or Rents, Tolls, Duties, Royalties, or Reservations thereby reserved.

III. That the Rents, Tolls, Royalties, and Reservations that shall be reserved by any Lease under the Power last aforesaid of any Mines, Minerals, Quarries, Stones, and Substances which shall have been heretofore opened or worked upon or under that Portion the Rents and Profits of which are, after the Determination of the aforesaid special Trust, by the said Will directed to be paid to the said Sir *John Hesketh Lethbridge* during his Life, of the said *Somersetshire, Monmouthshire, Devonshire, and Dorsetshire* Estates, and of any Messuages or Lands therewith demised, shall be from Time to Time paid by the said *Ambrose Lethbridge Goddard, Charles Augustus Thurlow, and Hugh Fitz-Roy*, or the Trustees or Trustee for the Time being, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed to his Account there "*Ex parte the Lethbridge Opened Mines Account, the Estates settled on the eldest Son;*" and that the Rents, Royalties, and Reservations which shall be reserved by any Lease under the same Power of any Mines, Minerals, Quarries, Stones, and Substances which shall not have been heretofore opened or worked under the Portion last aforesaid of the same Estates, and of any Messuages or Lands therewith demised, shall be from Time to Time paid by the said *Ambrose Lethbridge Goddard, Charles Augustus Thurlow, and Hugh Fitz-Roy*, or the Trustees or Trustee for the Time being, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed to his Account there "*Ex parte the Lethbridge Unopened Mines Account, the Estates settled on the eldest Son;*" and that the Rents, Tolls, Royalties, and Reservations that shall be reserved by any Lease under the same Power of any Mines, Quarries, Minerals, Stones, and Substances which shall have been heretofore opened or worked upon or under that Portion the Rents and Profits of which are, after the Determination of the aforesaid special Trust, directed to be paid to the said *Ambrose Goddard Lethbridge* during his Life, of the said *Somersetshire, Monmouthshire, Dorsetshire, and Devonshire* Estates, and of any Messuages or Lands therewith demised, shall be paid by the said Trustees or Trustee into the Bank of *England*, in the Name and with the Privity of the Accountant General of the said Court of Chancery, to be placed to his Account there "*Ex parte the Lethbridge Opened Mines Account, the Estates settled on the Second Son;*" and that the Rents, Royalties, and Reservations which shall be reserved by any Lease under the same Power of any Mines,

Rents and Royalties under Mining Leases to be paid into the Bank of England.

[*Private.*]

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Minerals,

*Lethbridge's Estate.*

Minerals, Quarries, Stones, and Substances which shall not have been heretofore opened or worked under the Portion last aforesaid of the said Estates, and of any Messuages or Lands therewith demised, shall be from Time to Time paid by the said *Ambrose Lethbridge Goddard, Charles Augustus Thurlow, and Hugh Fitz-Roy*, or the Trustees or Trustee for the Time being, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed to his Account there "*Ex parte the Lethbridge Unopened Mines Account, the Estates settled on the Second Son;*" and as to every such Payment to the Four several Accounts aforesaid, the same shall be made pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four; and that the Certificate or Certificates to be given by the said Accountant General, together with the Receipt and Receipts of the Cashier of the Bank of *England*, to be thereunto annexed, and therewith filed in the Register Office of the said Court of Chancery, of the Payment into the Bank of *England* of such Monies, shall from Time to Time and at any Time thereafter be a good and sufficient Discharge to the Trustees or Trustee so paying the same, their or his Heirs, Executors, Administrators, and Assigns, for the same.

Certain Proportions to be paid out on Petition as Income; the rest to be invested in Land, to be settled to the Uses declared in the Will.

IV. That it shall be lawful for the said Court of Chancery, on Petition to be preferred from Time to Time to the said Court in a summary Way by the said *Ambrose Lethbridge Goddard, Charles Augustus Thurlow, and Hugh Fitz-Roy*, or other the Trustees or Trustee for the Time being, or, after the Determination of the special Trust aforesaid, by any Person or Persons beneficially interested, to order Three Fourth Parts of the Monies which pursuant to the Directions herein-before contained shall be paid into the Bank of *England* to the aforesaid Two several Accounts "*Ex parte the Lethbridge Opened Mines Account, the Estates settled on the eldest Son,*" and "*Ex parte the Lethbridge Opened Mines Account, the Estates settled on the Second Son,*" respectively, and One Fourth Part of the Monies which pursuant to the Directions herein-before contained shall be paid into the Bank of *England* to the aforesaid Two several Accounts "*Ex parte the Lethbridge Unopened Mines Account, the Estates settled on the eldest Son,*" and "*Ex parte the Lethbridge Unopened Mines Account, the Estates settled on the Second Son,*" respectively, to be paid to the Trustees or Trustee for the Time being, or other the Persons or Person entitled, as and for Income arising from the said *Somersetshire, Monmouthshire, Dorsetshire, and Devonshire* Estates, or the aforesaid Two several Portions thereof respectively, and that the Residues of the aforesaid Funds

"*Ex*

*Lethbridge's Estate.*

“ *Ex parte* the *Lethbridge* Opened Mines Account, the Estates settled “ on the eldest Son,” and “ *Ex parte* the *Lethbridge* Unopened Mines “ Account, the Estates settled on the eldest Son,” or so much thereof as shall not be ordered by the said Court of Chancery to be applied in Payment of Costs, Charges, and Expenses according to the Provisions of this Act, and also the Residues of the aforesaid Funds “ *Ex* “ *parte* the *Lethbridge* Opened Mines Account, the Estates settled “ on the Second Son,” and “ *Ex parte* the *Lethbridge* Unopened “ Mines Account, the Estates settled on the Second Son,” or so much thereof as shall not be ordered by the said Court of Chancery to be applied in Payment of Costs, Charges, and Expenses according to the Provisions herein contained, shall be laid out, in such Manner as the said Court of Chancery shall direct, in the Purchase or Purchases of any Freehold Manors, Messuages, Lands, or Hereditaments in *England*, free from all Incumbrances (except Quit-rents, Land Tax, and other Outgoings of that Nature), and the same shall immediately after the Purchase be conveyed and assured to the Use of the said Trustees or Trustee for the Time being, their Heirs and Assigns, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, and Limitations, upon and for, with, under, and subject to which the said *Somersetshire*, *Monmouthshire*, *Dorsetshire*, and *Devonshire* Estates, or the aforesaid Two Portions thereof respectively, stand limited and settled under the said Will of the said Sir *Thomas Buckler Lethbridge* and under this Act, or as near thereto as the Deaths of Parties and other intervening Accidents will permit.

V. That all Monies which pursuant to the Direction herein-before contained shall be paid into the Bank of *England* as aforesaid to the Two several Accounts aforesaid respectively, or so much thereof respectively as shall not be ordered by the said Court of Chancery to be from Time to Time paid as and for Income as aforesaid, or to be applied in Payment of Costs, Charges, and Expenses, according to the Provisions herein contained, shall, in the meantime and until the same Monies shall be invested in the Purchase of Manors, Messuages, Lands, or Hereditaments, be from Time to Time laid out by the Accountant General of the said Court of Chancery in the Purchase of Exchequer Bills, and the Principal and Interest Monies received for the said Exchequer Bills as they shall respectively be paid off by Government shall from Time to Time be laid out in the Name of the said Accountant General in the Purchase of other Exchequer Bills; provided that it shall be lawful for the said Court to make such General or Special Order or Orders as to the said Court shall seem meet, that whensoever the Exchequer Bills of the Date of those in the Hands of the said Accountant General as aforesaid shall be in the course of Payment by Government, and new Exchequer Bills shall

Interim Investment in Exchequer Bills.

*Lethbridge's Estate.*

shall be issued, such new Exchequer Bills may be received in exchange for those which are so in the course of Payment, and as shall be effectual for enabling such Receipt in exchange, and that in that Event the Interest of the old Bills shall be laid out as before directed with respect to the Interest when the Bills are paid off; all which Exchequer Bills shall be deposited in the Bank of *England* in the Name of the Accountant General, and shall there remain until the same shall, upon Petition to be presented to the High Court of Chancery in a summary Way, as aforesaid, be ordered to be sold by the said Accountant General for completing any such Purchase or Purchases as aforesaid; and if the Money arising by the Sale of such Exchequer Bills shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then and in that Case only the Surplus which shall remain after discharging the Expenses of the Application to the Court shall be paid and dealt with as if the same were Income arising during the Period during which the Monies with which the same shall be purchased shall have been so invested in Exchequer Bills as aforesaid from Lands and Hereditaments purchased pursuant to the Directions of this Act.

Power to cut  
Timber.

VI. That it shall be lawful for the said *Ambrose Lethbridge Goddard, Charles Augustus Thurlow, and Hugh Fitz-Roy*, or other the Trustees or Trustee for the Time being, from Time to Time and at any Time during the Continuance of the said special Trust, to fell and cut down any Timber or Timberlike Trees or Pollards which are or shall be upon any Part of the said *Somersetshire, Monmouthshire, Dorsetshire, and Devonshire* Estates, and which shall be at their full Growth and Height of Improvement, except any ornamental Trees, or Trees planted for the sake of Ornament, which are or may be about or in the Mansion House and Park called *Sandhill Park*, or about the said Mansion House called *Charcote Lodge*, and also to fell or cut down any Trees which may be in a State of Decay, or which ought to be cut down for the Improvement of other Timber, or for promoting the Growth of the Plantations in which the same may be standing, and also to thin Plantations, and to sell and dispose of such Timber or Timberlike Trees, Pollards, and Thinnings; and that the Monies arising from such Sales shall be applicable for the Purposes of the aforesaid special Trust created by the said Will, in the same Way as if such Monies had been Income arising from the said *Somersetshire, Monmouthshire, Dorsetshire, and Devonshire* Estates.

Power for  
Trustees to  
give Re-  
ceipts, and  
providing for  
Indemnity of  
Trustees.

VII. That the Power by the said Will of the said Sir *Thomas Buckler Lethbridge* given to the Trustees or Trustee for the Time being of the said *Somersetshire, Monmouthshire, Dorsetshire, and Devonshire* Estates, to give Receipts for any Sum or Sums of Money payable to the said Trustees or Trustee under or by virtue of his

said

*Lethbridge's Estate.*

said Will, or in the Execution of the Trusts thereof, and the Exemptions and Immunities given by the said Will to the said Trustees or Trustee in respect of all Losses, Misfortunes, or Casualties whatsoever, unless the same should happen by their or his gross Neglect or wilful Default respectively, shall be construed to extend to and enable the said Trustees or Trustee for the Time being to give effectual Receipts for any Sum or Sums of Money payable to them or him under or by virtue of this Act, or in the Execution of any of the Trusts or Powers hereof, and to extend also to the Exemption and Immunity of the said Trustees or Trustee in respect of any Losses, Misfortunes, or Casualties happening in the Execution of any of the Trusts or Powers of this Act, unless the same shall happen through the gross Neglect or wilful Default of the said Trustees or Trustee respectively.

VIII. That it shall be lawful for the said Court of Chancery, Costs. and the said Court is hereby authorized and required, from Time to Time to make such Order or Orders as to the said Court shall seem meet for taxing and settling all Costs, Charges, and Expenses which have been or may be incurred in preparing, soliciting, obtaining, or passing this Act, or incidental thereto, and in making the several Applications to the said Court in pursuance thereof, and the Costs, Charges, and Expenses of taking the said Monies out of the Bank, and that all such Costs, Charges, and Expenses may be paid out of the Rents and Profits of the said *Somersetshire, Monmouthshire, Dorsetshire, and Devonshire* Estates, or any of them, or the Monies arising from the Sale of Timber or Underwood felled pursuant to this Act, and out of the Monies paid into the Bank to the Four several Accounts aforesaid, pursuant to this Act, or either of them, or out of the Monies arising from the Sale of the Exchequer Bills to be purchased as aforesaid; and that the said Court of Chancery may make such Order or Orders as to the said Court shall seem meet for the Payment of such Costs, Charges, and Expenses as aforesaid, or any of them, out of the Monies so paid into the Bank or arising from the Sale of Exchequer Bills as last aforesaid, and such further Order or Orders touching the said Monies or in relation to the Premises as the said Court shall think fit.

IX. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, and to their Heirs, Successors, Executors and Administrators, (other than and except the said Sir *John Hesketh Lethbridge*, his Heirs, Executors, and Administrators, the said *John Periam Lethbridge*, and his first and other Sons successively, and the Heirs Male of the Body and Bodies and also the Executors and Administrators of such first and other Sons, and the said *Wroth Acland* General Saving of Rights.

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*Lethbridge,*

*Lethbridge's Estate.*

*Lethbridge*, and his first and other Sons successively, and the Heirs Male of the Body and Bodies and also the Executors and Administrators of such first and other Sons, the said *Albert Arthur Erin Lethbridge* and his first and other Sons successively, and the Heirs Male of the Body and Bodies and also the Executors and Administrators of such first and other Sons, the said *Walter Buckler Lethbridge* and his first and other Sons successively, and the Heirs Male of the Body and Bodies and also the Executors and Administrators of such first and other Sons successively, and every other younger Son of the said Sir *John Hesketh Lethbridge*, and the Heirs Male of the Body and also the Executors and Administrators of every such younger Son, the said *Ambrose Goddard Lethbridge* and his first and other Sons successively, and the Heirs Male of the Body and Bodies and also the Executors and Administrators of such first and other Sons, and the said *Thomas Prowse Lethbridge*, the said *Charles Lethbridge* and his first and other Sons successively, and the Heirs Male of the Body and Bodies and also the Executors and Administrators of such first and other Sons, and the said *Edward Lethbridge* and his first and other Sons, and the Heirs Male of the Body and Bodies and also the Executors and Administrators of such first and other Sons, and every other younger Son of the said *Thomas Prowse Lethbridge*, and the Heirs Male of the Body and also the Executors and Administrators of every such younger Son, the said Dame *Anne Lethbridge*, *Richard Goddard Hare Clarges*, and *Anna Maria Priscilla Clarges*, all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, into, out of, or upon the said *Somersetshire*, *Monmouthshire*, *Dorsetshire*, and *Devonshire* Estates devised by the said Will of the said Sir *Thomas Buckler Lethbridge*, as they, every or any of them, had before the passing of this Act, or would, could, or might have had, held, or enjoyed in case this Act had not been passed.

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

X. That this Act shall not be a Public Act, but 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.

*Lethbridge's Estate.*

## SCHEDULES to which this Act refers.

## FIRST SCHEDULE.

FIRST PART—*Mortgages and Bond Debts.*

		£	
1817, November 15th -	Mortgage for	5,000	Made to George Bernard, Esquire, and others.
1820, August 24th -	Charge for	10,000	Made on the Marriage of Sir John Hesketh Lethbridge with Harriet Rebecca Mytton.
1830, August 27th -	Mortgage for	6,000	Vested in James Tillyer Blunt and George Barker, Esquires.
1831, December 30th -	Mortgage for	20,000	Vested in Jonathan Henry Christie and George Barker, Esquires.
1838, June 23d -	Mortgage for	4,000	Vested in the same Parties.
1841, March 23d -	Mortgage for	8,700	Vested in John Tollemache, Esquire, and the Reverend Leveson Vernon Harcourt.
1841, May 7th -	Mortgage for	17,000	Made to Miss Sarah Goddard, Ambrose Goddard Lethbridge, and Augustus Fitz-Roy, Esquires, the Reverend George Sweet Escott, and the Reverend Edward Thurlow, for securing Three several Sums of £6,000, £5,000, and £6,000, originally secured by the Bonds of the said Sir Thomas Buckler Lethbridge.
1844, April 2d -	Mortgage for	10,000	Made to Miss Mary Anne Herrick.
1846, November 12 -	Mortgage for	8,000	Vested in Frederick Joseph Prescott, Esquire.
		88,700	

*Jas. Bowker.*SECOND PART—*Annuities.*

	£	s.	d.
Dame Anne Lethbridge	-	600	0 0
The like	-	700	0 0
Sir John Hesketh Lethbridge, Bart.	-	1,080	0 0
The like	-	1,000	0 0
John Periam Lethbridge, Esq.	-	200	0 0
Mrs. Clarges	-	200	0 0
The like	-	100	0 0
Mrs. Janetta Loder	-	280	0 0
Mr. Bicknell	-	100	0 0
Mrs. Whatling	-	12	0 0
Ambrose Goddard Lethbridge, Esq.	-	500	0 0
Mrs. Fitz-Roy	-	100	0 0
Mrs. Thurlow	-	100	0 0
Lady Astley	-	100	0 0
Mrs. Pratt	-	50	0 0
Mrs. Collins	-	80	0 0
Mrs. Edwards	-	25	0 0
Samuel Woolcott	-	20	0 0
George Knight	-	10	0 0
Robert Vincent	-	10	0 0
		<u>£5,267</u>	<u>0 0</u>

*George Barker.*

*Lethbridge's Estate.*

## SECOND SCHEDULE.

## THE SOMERSETSHIRE ESTATES.

*The Sandhill Estate.*

Tenants or Occupier.	Description.	Parishes or Places.	Quantity.		
			A.	R.	P.
Allercott, John	Coombe Mill	Coombefflory	7	1	7
Blake, Silas Wood	Withe Allotment	Upton	6	0	12
Barker, James	Lethbridge Arms Inn and Land.	Bishop's Lydeard	8	1	20
Bubb, Richard	Dembury, &c.	Ash Priors, Bishop's Lydeard, and Halse	176	2	16
Bond, William	Coombe Down	Lydeard St. Lawrence, and Coombefflory	250	2	15
Blackmore, John & Elizabeth	Ash Farm	Ash Priors, Coombefflory, and Bishop's Lydeard	167	3	38
Bond, Thomas	Murrays, &c.	Bishop's Lydeard	427	1	4
Bond, Thomas	Pixford Farm	Coombefflory	174	2	33
Cordwent, John	Wrangcoombe	Wellington	46	1	14
Coles, Clement Poole	Stoford Farm	Stogursey and Stockland, Bristol	50	2	21
Davis, Thomas	Little Western Close	Bishop's Lydeard	1	2	3
Durston, George	Stratcholt Farm	Pawlett	90	2	2
Duckham, Charles	Lands	Bishop's Lydeard	62	0	16
Edbrooke, William	East Coombe	Bishop's Lydeard	200	0	6
Gibbs, Mary	Tethill Land	Bishop's Lydeard	6	2	0
Gibbs, Joseph	Land at Tethill	Bishop's Lydeard	9	2	4
Gamlin, James	Sindercoombs	Clatworthy	250	2	8
Gibbs, Charles	Tatham, &c.	Bishop's Lydeard	106	2	33
Gibbs, Charles	Premises leased for Lives	Bishop's Lydeard	3	0	1
Gibbs, William Mullins	Longlands	Bishop's Lydeard	103	1	8
Gibbs, Charles	House and Premises	Bishop's Lydeard	1	0	38
Hayward, James	House, &c.	Milverton	1	1	27
Hurley, William	Allen's House and Cooksley's Orchard.	Bishop's Lydeard	1	0	3
Hembrow, James	Coombe Down	Coombefflory	21	1	9
Hembury, Manlot	Stratcholt Farm	Pawlett and Huntspill	113	3	9
Hawkins, John, late	Gore Farm	Bishop's Lydeard	159	1	28
Hurley, Robert	Withey Farm, &c.	Upton	283	2	32
Inman, Miss	House at Coombe	Bishop's Lydeard	1	1	5
Jewell, James	Coombe Row Farm	Old Cleeve	104	1	34
Knott, Samuel	House and Land	Bishop's Lydeard	3	0	37
Lawrence, Rev. C. P.	House, Orchard, &c.	Ash Priors	2	0	0
Lockyer, William and John	Plot at Halse Road	Bishop's Lydeard	0	2	38
Langdon, William	Langdons	Coombefflory	18	2	31



*Lethbridge's Estate.*

Tenants or Occupiers.	Description.	Parishes or Places.	Quantity.		
			A.	R.	P.
Langdon, William	Westcotts	Ash Priors	12	0	35
Marks, James	Lands by the Park, Knappfield, & Staple-hays.	Ash Priors and Bishop's Lydeard	64	3	23
Musgrave, John Clitsome	Parsonage Plot	Taunton St. James	0	1	7
Miles, George, and Brothers	Yard Farm	Coombefflory	206	0	3
Pole, William	Torringtons	Bishop's Lydeard	2	3	20
Standfast, John	House	Taunton St. James	0	0	6
Shattock, Francis	Lands	Bishop's Lydeard	23	0	11
Skinner, John	Lands	Halse and Ash Priors	29	1	28
Sheppard, William	Lounsey	Milverton	53	0	37
Skinner, John	Pound Farm	Bishop's Lydeard	180	0	36
Talbot, George	Parkgate Inn	Ash Priors	3	1	2
Toose, Edwin	Higher Barn Land & Conquest Do. Farm.	Ash Priors and Bishop's Lydeard	182	2	13
Tarr, James	Tripp Farm	Clatworthy	449	3	30
Tudball, William	Greenway	Bishop's Lydeard and Ash Priors	97	0	2
Tarr, George	Ballifant's Close, Hopkins' 6 Acres, House, &c.	Bishop's Lydeard and Ash Priors	10	1	14
Warre, Henry, Esquire, late Woolcott, Samuel	Little Calver Field	Bishop's Lydeard	1	1	0
	Ash Meadow	Ash Priors, and Bishop's Lydeard	14	0	26
Webber, George	Miles' Farm & West-ridge.	Coombefflory and Bishop's Lydeard	139	0	24
Yeandell, William	Moor House, &c.	Upton	210	2	38
East, Sir Gilbert	Sandhill Mansion and Pleasure Grounds.	Ash Priors and Bishop's Lydeard	6	1	12
In hand	The Park	Bishop's Lydeard and Ash Priors	99	1	17
In hand	Poor Allotments of Garden Land.	Coombefflory and Bishop's Lydeard	37	1	4
The like	Woods and Plantations	Ash Priors	78	0	32
The like	The like	Bishop's Lydeard	95	3	15
The like	The like	Coombefflory	53	2	24
The like	The like	Lydeard Saint Lawrence	30	3	26
The like	The like	Halse	4	2	37
The like	The like	Old Cleeve	32	3	2
The like	The like	Clatworthy	64	3	15
Numerous Tenants	Ninety-six Cottages and Gardens.	Bishop's Lydeard, Ash Priors, Coombefflory, Upton, Clatworthy, and Old Cleeve	24	0	25
Total SANDHILL ESTATE			5,070	2	36

[Private.]

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The

*Lethbridge's Estate.**The Luxborough Estate.*

Tenants or Occupiers.	Description.	Parishes or Places.	Quantity.		
			A.	R.	P.
Barton, Richard	Kersham	Cutcombe	346	2	33
Bowering, William, late	Hazery	Treborough	170	1	38
Bryant, James	New Mill, Washers, & Hasel-land Meadows.	Luxborough	63	2	15
Cornish, Ann	Cophole and Stoford	King's Brompton	206	3	19
Corner, William	Woolcott	King's Brompton	217	0	7
Coles, Mark	Ford Farm	Withielflory	139	1	9
Dallyn, Thomas	Westcott, &c., and Goosemoor.	Luxborough, Cutcombe, Exton, and King's Brompton	765	0	9
Greenslade, John	Goosemoor	Withielflory	28	2	30
Howe, Robert	Leigh Farm	King's Brompton	463	1	29
Hole, George	Land	Luxborough	4	3	6
Langdon, William	Escott Farm	Withielflory	88	3	23
Lucas, William	Newcombe.	Luxborough	460	0	2
Norman, Richard	Nurcott & Well Bear Lands & Allotments.	Luxborough and Withielflory	310	1	12
Ridler, Mrs.	Armoor	Exton and King's Brompton	390	1	32
Surrige, John	Hurscombe	King's Brompton	194	0	5
Stoate, Robert	Slowley and Pool	Luxborough and Treborough	206	0	38
Scott, Abel	Goosemoor	King's Brompton and Withielflory	33	3	19
Tarr, Mrs. Jane	Castle Hill	Withielflory	257	3	21
Taylor, Joseph	Withiel Farm	Withielflory	299	3	8
Warren, Robert	Holworthy Farm	King's Brompton	310	1	5
Withers, Robert	Langham Farm	Luxborough	183	0	35
Vicary, John	Gupworthy and Stone	Withielflory	262	3	25
In hand	Chargote Lodge	Luxborough	7	3	36
Ditto	Blindwell	Luxborough	61	2	8
Ditto	Cottages and Gardens	Luxborough	15	2	0
Ditto	Poor's Garden Allotments	Luxborough	8	0	36
Ditto	Woods and Plantations	Luxborough	445	1	3
Ditto	Cottages and Gardens	Cutcombe	18	2	15
Ditto	Woods and Plantations	Cutcombe	65	3	4
Ditto	The Hill Allotment or Lype.	Cutcombe	219	0	3
Ditto	Woods and Plantations	Withielflory	16	1	8
Ditto	Cottages and Gardens	Withielflory	2	1	22
Ditto	Withiel Common	Withielflory	769	1	20
Ditto	Woods and Plantations	King's Brompton	26	2	21
Ditto	Cottages and Gardens	King's Brompton	8	1	38
Ditto	Woods and Plantations	Treborough	26	2	14
Ditto	Cottages and Gardens	Treborough	0	1	3
Ditto	Cottages and Gardens	Exton	1	3	27
Ditto	Woods and Plantations	Exton	19	2	3
Total LUXBOROUGH ESTATE			A.	7,117	1 1

*John Easton.**The*

*Lethbridge's Estate.**The Monmouthshire Estate.*

All those Three Copyhold or Customary Blast Iron Furnaces, and all those Copyhold or Customary Iron Works, Messuages and Tenements, Shops, Stables, and other Buildings, with the Lands, Tenements, Hereditaments, and Premises held or enjoyed therewith, situate in the Parish of Trevethin, commonly called or known by the Name of the Pentwyn Iron Works, leased by the said Sir Thomas Buckler Lethbridge to William Williams and John Morgan, Esquires, by Indenture dated the 23d Day of May 1844.

*Ja<sup>s</sup> Bowker.**The Dorsetshire Estate.*

Tenant, or Occupier.	Description.	Parish or Place.	Quantity.
Morey, George -	Sturthill Farm -	Shepton, George -	A. R. P. 249 2 2
			A. 249 2 2

*John Easton.**The Devonshire Estate.*

Tenants or Occupiers.	Description.	Parishes or Places.	Quantity.
Besley, William -	Wood's Bradley and Morgan's Bradley.	Tiverton -	A. R. P. 92 0 0
Chammings, Richard - Stevens, Francis -	Heywood's Cottage - East Riddiford -	Winkleigh. Winkleigh -	97 1 28
		A.	189 1 28

*John Easton.*

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